

# MINNESOTA DEPARTMENT OF PUBLIC SAFETY



Alcohol  
and Gambling  
Enforcement

Bureau of Criminal  
Apprehension

Driver  
and Vehicle  
Services

Emergency  
Communication  
Networks

Homeland  
Security and  
Emergency  
Management

Minnesota  
State Patrol

Office of  
Communications

Office of  
Justice Programs

Office of  
Pipeline Safety

Office of  
Traffic Safety

State Fire  
Marshal

## Office of the Commissioner

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October 11, 2019

Sen. Scott J. Newman, Chair  
Senate Transportation Finance and Policy  
3105 Minnesota Senate Bldg.  
St. Paul, MN 55155

Sen. D. Scott Dibble, Minority Lead  
Senate Transportation Finance and Policy  
2213 Minnesota Senate Bldg.  
St. Paul, MN 55155

Sen. Warren Limmer, Chair  
Senate Judiciary and Public Safety  
Finance and Policy  
3221 Minnesota Senate Bldg.  
St. Paul, MN 55155

Sen. Ron Latz, Minority Lead  
Senate Judiciary and Public Safety  
Finance and Policy  
2215 Minnesota Senate Bldg.  
St. Paul, MN 55155

Rep. Frank Hornstein, Chair  
House Transportation Finance and  
Policy  
243 State Office Building  
100 Rev. Dr. Martin Luther King Jr. Blvd.  
St Paul, MN 55155

Rep. Paul Torkelson, Minority Lead  
House Transportation Finance and Policy  
381 State Office Building  
100 Rev. Dr. Martin Luther King Jr. Blvd.  
St Paul, MN 55155

Rep. Carlos Mariani, Chair  
House Public Safety and Criminal Justice  
Reform Finance and Policy  
381 State Office Building  
100 Rev. Dr. Martin Luther King Jr. Blvd.  
St Paul, MN 55155

Rep. Brian Johnson, Minority Lead  
House Public Safety and Criminal Justice  
Reform Finance and Policy  
359 State Office Building  
100 Rev. Dr. Martin Luther King Jr. Blvd.  
St Paul, MN 55155

Dear Sens. Newman, Dibble, Limmer and Latz; and Reps. Hornstein, Torkelson, Mariani, and Johnson:

Minn. Stat. § 15.0395 provides that state agencies must report annually to the chairs and ranking minority members of the legislative committees with jurisdiction over their budgets on the following:

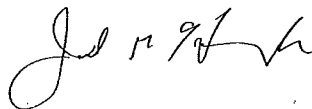
- Interagency or service-level agreements and any renewals or extensions of existing interagency or service-level agreements with another agency if the cumulative value is more than \$100,000 in the previous fiscal year.
- Transfers of appropriations between accounts within or between agencies if the cumulative amount is more than \$100,000 in the previous fiscal year.
- Copies of each agreement.

In fiscal year 2019, the Department of Public Safety (DPS) had 19 interagency and service-level agreements with a cumulative value of more than \$100,000, for a total amount of \$123,627,690. These agreements were made with the Attorney General's Office and the Departments of Administration Human Services, Military Affairs, Natural Resources, Corrections, Transportation, Administration and Minnesota IT Services. Attached please find a spreadsheet entitled, "FY 2019 Interagency Agreements and Service-Level Agreements," which lists the agreements DPS has in FY 2019. This document provides details about the agreements, including the agency, amount, legal authority, purpose, effective date and duration.

In fiscal year 2019, DPS had 166 transfers with a cumulative value of more than \$100,000, totaling \$414,511,095. Attached please find a spreadsheet entitled, "FY 2019 Transfers," which lists the transfers of appropriations between accounts within DPS and with other agencies. This document provides details about the transfers, including the agency, amounts, appropriation ID, fund, purpose and legal authority.

I hope this information is helpful to you. Please let me know if you have any additional questions.

Sincerely,

A handwritten signature in black ink, appearing to read "John M. Harrington", written in a cursive style.

John M. Harrington, Commissioner

Attachments



# Minnesota Management and Budget

FY 2019 Interagency Agreements and Service Level Agreements

October 15, 2019

| Agency       | Amount                | Legal Authority             | Purpose   | Effective Date | Duration |
|--------------|-----------------------|-----------------------------|---|----------------|----------|
| ADMIN        | \$ 7,814,996          | M.S. 16B.24                 | Lease of BCA Maryland Location  | 7/1/2017       | FY 2019  |
| ADMIN        | \$ 304,381            | M.S. 16.24                  | Lease of space at 50 Sherburne Avenue   | 7/1/2017       | FY 2019  |
| ADMIN        | \$ 140,425            | MN Stat 16C.05 Subd 2       | Central Mail services for DPS's Driver and Vehicle Services Division  | 7/1/2017       | FY 2019  |
| AGO          | \$ 1,570,442          | M.S. 8.15 subd. 3           | AGO to provide legal services to DPS  | 7/1/2017       | FY 2019  |
| DHS          | \$ 214,774            | M.S. 471.59, M.S. 16C.05    | DHS will perform multiple services for DPS including motor Vehicle payment receipts and registration stubs. | 7/1/2018       | FY 2019  |
| DMA          | \$ 806,000            | M.S. 471.59, M.S. 16C.05    | Use of grounds and facilities at Camp Ripley for MSP  | 7/1/2017       | FY 2019  |
| DNR          | \$ 285,781            | M.S. 471.59, M.S. 16C.05    | DNR will host fire leadership training events   | 1/1/2016       | FY 2019  |
| DNR          | \$ 1,370,010          | M.S. 16C.05                 | DPS provides Radio Communication Dispatch services to the DNR   | 7/1/2015       | FY 2019  |
| DOC          | \$ 96,000             | M.S. 16C.05, M.S. 244.052 - | DPS will provide funding support to DOC to perform multiple programs  | 7/1/2015       | FY 2019  |
| DOC          | \$ 9,318,199          | M.S. 471.59, M.S. 16C.05    | For MINNCOR to manufacture and design of license plates and registration stickers                           | 7/1/2018       | FY 2023  |
| DOC          | \$ 295,200            | M.S. 471.59, M.S. 299C.46,  | Access to BCA's Minnesota CJDN and other systems the Agency is authorized by law to access via CJDN         | 6/15/2018      | FY 2023  |
| DOT          | \$ 107,999            | M.S. 174.02                 | For DPS to lease space at MnDot's Detroit Lakes Office  | 7/1/2015       | FY 2020  |
| DOT          | \$ 15,359,167         | M.S. 403.36                 | Procurement of Hardware and Software for ARMER  | 12/22/2015     | FY 2021  |
| DOT          | \$ 124,155            | M.S. 174.02                 | Leased space in the MnDOT Mankato District Headquarters Facility  | 10/1/2015      | FY 2021  |
| DOT          | \$ 4,259,269          | M.S. 174.02, M.S. 471.59,   | For DPS to lease space at MnDot's facilities  | 4/2/2014       | FY 2019  |
| DOT          | \$ 5,096,487          | M.S. 16C.05                 | MNPass Enforcement Team   | 1/12/2016      | FY 2020  |
| DOT          | \$ 1,129,134          | M.S. 16B.24                 | Lease of Plymouth Exam property for driver vehicle testing and other activities                             | 7/1/2011       | FY 2020  |
| MnIT         | \$ 1,025,600          | M.S. 16.05                  | DPS participation in the State/County Collaboration Program (SCCP)  | 7/1/2017       | FY 2019  |
| MnIT         | \$ 74,309,672         | 2011 Minn. Session Law 1st  | DPS service level agreement with MnIT (See MNIT's copy of SLA template for reference)                       | 7/1/2012       | FY 2019  |
|              |                       |                             |   |                |          |
|              |                       |                             |   |                |          |
| <b>Total</b> | <b>\$ 123,627,690</b> |                             |   |                |          |

| TRANSFER FROM       |                            |                       |                                |                  | TRANSFER TO                   |                               |                      |                                |                    | Purpose of Transfer   | Legal Authority for Transfer |
|---------------------|----------------------------|-----------------------|--------------------------------|------------------|-------------------------------|-------------------------------|----------------------|--------------------------------|--------------------|---|------------------------------|
| Transfer Out Agency | Transfer Out Fund Name     | Transfer Out AppropID | Transfer Out AppropID Name     | Transfer Out Amt | Transfer In Agency            | Transfer In Fund Name         | Transfer In AppropID | Transfer In AppropID Name      | Transfer In Amount |   |                              |
| DPS                 | Special Revenue            | P07302I               | Civil Commitment Query Project | (252,798)        | MMB Non-operating             | General Fund                  | G9R0016              | Misc Cancellation Pr Yr        | 252,798            | Cancellation Prior Year   | MS 16A.055                   |
| DPS                 | Special Revenue            | P0791A2               | Alcohol Enforcement 2AM        | (500,000)        | MMB Non-operating             | General Fund                  | G9R0016              | Misc Cancellation Pr Yr        | 500,000            | transfer to gen fund per laws of 2017   | 17 095 01 011 006            |
| DPS                 | Special Revenue            | P077062               | Dwi Reinstatement-Sp Rev       | (7,608,040)      | MMB Non-operating             | General Fund                  | G9R0017              | Misc Cancellation Pr Oth       | 7,608,040          | Per statue-transfer to general fund for remote electronic alcohol monitoring          | MS 171.29 2D                 |
| DPS                 | Special Revenue            | P077082               | Dwi Reinstatement 1St Half+25  | (148,110)        | MMB Non-operating             | General Fund                  | G9R0017              | Misc Cancellation Pr Oth       | 148,110            | Per statue-transfer to general fund for remote electronic alcohol monitoring          | MS 171.29 2D                 |
| DPS                 | Special Revenue            | P077092               | Dwi Reinstatement 2nd Pymt     | (300,390)        | MMB Non-operating             | General Fund                  | G9R0017              | Misc Cancellation Pr Oth       | 300,390            | Per statue-transfer to general fund for remote electronic alcohol monitoring          | M.S. 171.29 2F               |
| DPS                 | 911 Funds                  | P079669               | ARMER Debt Service             | (23,261,000)     | MMB Non-operating             | 911 Revenue Bond Debt Service | G9R0062              | 911 Revenue Bond Debt Service  | 23,261,000         | MMB Debt Service  | 17 095 01 011 08C            |
| DPS                 | Special Revenue            | P077902               | Vehicle Serv. Expenditure Acct | (22,661)         | MMB Finance non-operating     | General Fund                  | G9R0189              | SEGIP Opt Out Savings          | 22,661             | SEGIP Opt Out   | 171 004 001 042              |
| DPS                 | Special Revenue            | P077912               | Driver Serv. Expenditure Acct  | (7,554)          | MMB Finance non-operating     | General Fund                  | G9R0189              | SEGIP Opt Out Savings          | 7,554              | SEGIP Opt Out   | 171 004 001 042              |
| DPS                 | 911 Funds                  | P079609               | 911 Emergency Svs Exp Acct     | (15,565)         | MMB Finance non-operating     | General Fund                  | G9R0189              | SEGIP Opt Out Savings          | 15,565             | SEGIP Opt Out   | 17 095 01 011 008            |
| DPS                 | Special Revenue            | P077062               | Dwi Reinstatement-Sp Rev       | (842,750)        | Health Department             | Special Revenue               | H12219B              | Brain Injry/Trauma Rgstry      | 842,750            | To promote the development, support programs, and professional awareness to           | MS 171.29 2C                 |
| DPS                 | Special Revenue            | P077082               | Dwi Reinstatement 1St Half+25  | (44,875)         | Health Department             | Special Revenue               | H12219B              | Brain Injry/Trauma Rgstry      | 44,875             | To promote the development, support programs, and professional awareness to           | MS 171 29 2(3)               |
| DPS                 | Special Revenue            | P077132               | Support Our Troops             | (569,223)        | Veterans Affairs Dept.        | Special Revenue               | H751SOT              | Support Out Troops             | 569,223            | To Fund grants directly to eligible individuals or to eligible foundations for the    | MS 190 19 2A                 |
| DPS                 | 911 Funds                  | P079659               | Medical Resource               | (614,700)        | Emergency Medical Services Bd | Other Misc Special Revenue    | H752200              | Med Resource Communication Ctr | 614,700            | for grants to Emergency Med Resource Board  | 17 095 01 011 08B            |
| DPS                 | 911 Funds                  | P079659               | Medical Resource               | (68,300)         | Emergency Medical Services Bd | Other Misc Special Revenue    | H752222              | Med Resource Commun Admin      | 68,300             | for grants to Emergency Med Resource Board  | 17 095 01 011 08B            |
| DPS                 | Special Revenue            | P077102               | VEhicle Serv. Control Acct     | (193,204)        | Legislative Auditor           | Special Revenue               | L497000              | MNLARS Assessment              | 193,204            | Transfer to Legislative Auditor for IT auditor position                               | 18 101 00 001 002            |
| DPS                 | Special Revenue            | P077132               | Support Our Troops             | (567,903)        | Military Affairs Dept.        | Special Revenue               | P012201              | Support Our Troops             | 567,903            | Grants directly to eligible individuals or to eligible foundations for the purpose of | MS 190 19 2A                 |
| DPS                 | Special Revenue            | P079222               | Motorcycle Safety              | (180,000)        | DPS                           | Special Revenue               | P071112              | Motorcycle Safety Account      | 180,000            | Funds to promote Motorcycle Safety  | MS 171.06 02a                |
| DPS                 | Special Revenue            | P074012               | Fire Safety Account            | (850,000)        | DPS                           | Special Revenue               | P072002              | Haz Mat & Chemical Assessment  | 850,000            | transfer to exp approp per laws of 2017   | 17 095 011 02a               |
| DPS                 | General Fund               | P072001               | Emergency Mgmt - Genl Fund     | (271,000)        | DPS                           | General Fund                  | P072021              | Emergency Response-EPCRA       | 271,000            | To fund HSEM General Appropriations   | 17 095 01 011 002            |
| DPS                 | General Fund               | P0720D1               | Disaster Dificiency Appropriat | (10,000,000)     | DPS                           | Special Revenue               | P0720C2              | Disaster Asst. Cont. Acct-DACA | 10,000,000         | Disaster contingency transfer   | 19 006 00 001                |
| DPS                 | Special Revenue            | P072112               | 2016-SD-008 7.9-11.16 Sev Strm | (2,383,707)      | DPS                           | Special Revenue               | P0720C2              | Disaster Asst. Cont. Acct-DACA | 2,383,707          | return unused funds to contingency acct   | MS 16A.28                    |
| DPS                 | Special Revenue            | P072252               | 2017-SD-018                    | (469,878)        | DPS                           | Special Revenue               | P0720C2              | Disaster Asst. Cont. Acct-DACA | 469,878            | return unused funds to contingency acct   | MS 16A.28                    |
| DPS                 | Special Revenue            | P072272               | 2017-SD-019MultiCoStrm         | (192,091)        | DPS                           | Special Revenue               | P0720C2              | Disaster Asst. Cont. Acct-DACA | 192,091            | return unused funds to contingency acct   | MS 16A.28                    |
| DPS                 | Special Revenue            | P072292               | 2017-SD-                       | (422,867)        | DPS                           | Special Revenue               | P0720C2              | Disaster Asst. Cont. Acct-DACA | 422,867            | return unused funds to contingency acct   | MS 16A.28                    |
| DPS                 | General Fund               | P072321               | Dakota&Washington Cnty 6-11-   | (259,427)        | DPS                           | Special Revenue               | P0720C2              | Disaster Asst. Cont. Acct-DACA | 259,427            | return unused funds to contingency acct   | MS 16A.28                    |
| DPS                 | Special Revenue            | P072352               | 2017-SD-024 WntrStrm&Wnd       | (2,154,872)      | DPS                           | Special Revenue               | P0720C2              | Disaster Asst. Cont. Acct-DACA | 2,154,872          | return unused funds to contingency acct   | MS 16A.28                    |
| DPS                 | Special Revenue            | P072362               | 2018-SD-025 N/R/StL wtrStrFlod | (589,012)        | DPS                           | Special Revenue               | P0720C2              | Disaster Asst. Cont. Acct-DACA | 589,012            | return unused funds to contingency acct   | MS 16A.28                    |
| DPS                 | Special Revenue            | P072392               | 2018-SD-028FilRedLakeRainFldg  | (225,750)        | DPS                           | Special Revenue               | P0720C2              | Disaster Asst. Cont. Acct-DACA | 225,750            | return unused funds to contingency acct   | MS 16A.28                    |
| DPS                 | Special Revenue            | P072412               | 2018SD029 Houston TorrRainFld  | (203,537)        | DPS                           | Special Revenue               | P0720C2              | Disaster Asst. Cont. Acct-DACA | 203,537            | return unused funds to contingency acct   | MS 16A.28                    |
| DPS                 | Special Revenue            | P072462               | DR4182 Public Assist Spec Rev  | (2,434,631)      | DPS                           | Special Revenue               | P0720C2              | Disaster Asst. Cont. Acct-DACA | 2,434,631          | return unused funds to contingency acct   | MS 16A.28                    |
| DPS                 | Special Revenue            | P072482               | DR 4290 Public Assist Spec Rev | (381,779)        | DPS                           | Special Revenue               | P0720C2              | Disaster Asst. Cont. Acct-DACA | 381,779            | return unused funds to contingency acct   | MS 16A.28                    |
| DPS                 | Special Revenue            | P072532               | DR4390PA Match                 | (3,050,081)      | DPS                           | Special Revenue               | P0720C2              | Disaster Asst. Cont. Acct-DACA | 3,050,081          | return unused funds to contingency acct   | MS 16A.28                    |
| DPS                 | Special Revenue            | P072632               | 2018-SD-032 9/18-20/2018       | (1,585,735)      | DPS                           | Special Revenue               | P0720C2              | Disaster Asst. Cont. Acct-DACA | 1,585,735          | return unused funds to contingency acct   | MS 16A.28                    |
| DPS                 | Special Revenue            | P072862               | DR1941 Public Assist Spec Rev  | (299,876)        | DPS                           | Special Revenue               | P0720C2              | Disaster Asst. Cont. Acct-DACA | 299,876            | return unused funds to contingency acct   | MS 16A.28                    |
| DPS                 | Special Revenue            | P0720C2               | Disaster Asst. Cont. Acct-DACA | (25,533,690)     | DPS                           | Other Misc Special Revenue    | P0720CI              | Disaster Asst.Cont.Acct-DACA   | 25,533,690         | fund/approp change per MMB e-mail 04/15/2019  |                              |
| DPS                 | Special Revenue            | P0720C2               | Disaster Asst. Cont. Acct-DACA | (325,981)        | DPS                           | Special Revenue               | P072112              | 2016-SD-008 7.9-11.16 Sev Strm | 325,981            | to State disaster operating acct  | MS 12.221 6                  |
| DPS                 | Special Revenue            | P0720C2               | Disaster Asst. Cont. Acct-DACA | (78)             | DPS                           | Special Revenue               | P072122              | 2016-SD-008 7.9-11.16 Sev Strm | 78                 | to State disaster operating acct  | MS 12.221 6                  |
| DPS                 | Special Revenue            | P0720C2               | Disaster Asst. Cont. Acct-DACA | (989)            | DPS                           | Special Revenue               | P072132              | 2016-SD-010 Severe Storms & Wi | 989                | to State disaster operating acct  | MS 12.221 6                  |
| DPS                 | Special Revenue            | P0720C2               | Disaster Asst. Cont. Acct-DACA | 0                | DPS                           | Special Revenue               | P072182              | 2017-SD-015 KittsonFld 3.27.17 | -                  | to State disaster operating acct  | MS 12.221 6                  |
| DPS                 | Special Revenue            | P0720C2               | Disaster Asst. Cont. Acct-DACA | (20,721)         | DPS                           | Special Revenue               | P072192              | 2017-SD-014 She&FreCoTor3.6.17 | 20,721             | to State disaster operating acct  | MS 12.221 6                  |
| DPS                 | Other Misc Special Revenue | P0720CI               | Disaster Asst. Cont. Acct-DACA | (333)            | DPS                           | Other Misc Special Revenue    | P07219I              | 2017-SD-014 She&FreCoTor3.6.17 | 333                | to State disaster operating acct  | MS 12.221 6                  |
| DPS                 | Special Revenue            | P0720C2               | Disaster Asst. Cont. Acct-DACA | (26)             | DPS                           | Special Revenue               | P072202              | 2017-SD-016 SevWethr 6.13.17   | 26                 | to State disaster operating acct  | MS 12.221 6                  |
| DPS                 | Special Revenue            | P0720C2               | Disaster Asst. Cont. Acct-DACA | (16,393)         | DPS                           | Special Revenue               | P072242              | 2017-SD-017 SevStrmWin 6.28.17 | 16,393             | to State disaster operating acct  | MS 12.221 6                  |
| DPS                 | Special Revenue            | P0720C2               | Disaster Asst. Cont. Acct-DACA | (95,927)         | DPS                           | Special Revenue               | P072252              | 2017-SD-018 AnokaCoStrm6.11.17 | 95,927             | to State disaster operating acct  | MS 12.221 6                  |
| DPS                 | Special Revenue            | P0720C2               | Disaster Asst. Cont. Acct-DACA | (0)              | DPS                           | Special Revenue               | P072272              | 2017-SD-019MultiCoStrm 7.11.17 | 0                  | to State disaster operating acct  | MS 12.221 6                  |
| DPS                 | Special Revenue            | P0720C2               | Disaster Asst. Cont. Acct-DACA | (113)            | DPS                           | Special Revenue               | P072282              | 2017-SD-020ClrwtrCoStrm7.21.17 | 113                | to State disaster operating acct  | MS 12.221 6                  |
| DPS                 | Special Revenue            | P0720C2               | Disaster Asst. Cont. Acct-DACA | (360,821)        | DPS                           | Special Revenue               | P072292              | 2017-SD-021Red&RenCoStm8.16.17 | 360,821            | to State disaster operating acct  | MS 12.221 6                  |
| DPS                 | Other Misc Special Revenue | P0720CI               | Disaster Asst. Cont. Acct-DACA | (17,489)         | DPS                           | Other Misc Special Revenue    | P07232I              | DR4069 Public Assistance Match | 17,489             | to State disaster operating acct  | MS 12.221 6                  |
| DPS                 | Special Revenue            | P0720C2               | Disaster Asst. Cont. Acct-DACA | (1,119)          | DPS                           | Special Revenue               | P072332              | 2017-SD-022 Cas&CrwStrm9.20.17 | 1,119              | to State disaster operating acct  | MS 12.221 6                  |
| DPS                 | Special Revenue            | P0720C2               | Disaster Asst. Cont. Acct-DACA | (51,394)         | DPS                           | Special Revenue               | P072342              | 2017-SD-023 Ren&RedStm 10.2.17 | 51,394             | to State disaster operating acct  | MS 12.221 6                  |
| DPS                 | Other Misc Special Revenue | P0720CI               | Disaster Asst. Cont. Acct-DACA | (62,459)         | DPS                           | Other Misc Special Revenue    | P07235I              | 2017-SD-024 WntrStrm&Wnd StLCo | 62,459             | to State disaster operating acct  | MS 12.221 6                  |
| DPS                 | Special Revenue            | P0720C2               | Disaster Asst. Cont. Acct-DACA | (47,640)         | DPS                           | Special Revenue               | P072362              | 2018-SD-025 N/R/StL wtrStrFlod | 47,640             | to State disaster operating acct  | MS 12.221 6                  |
| DPS                 | Special Revenue            | P0720C2               | Disaster Asst. Cont. Acct-DACA | (331)            | DPS                           | Special Revenue               | P072372              | 2018-SD-026 N/R/StL wtrStrFlod | 331                | to State disaster operating acct  | MS 12.221 6                  |
| DPS                 | Special Revenue            | P0720C2               | Disaster Asst. Cont. Acct-DACA | (723,099)        | DPS                           | Special Revenue               | P072382              | 2018-SD027 Slopefail/landslide | 723,099            | to State disaster operating acct  | MS 12.221 6                  |
| DPS                 | Special Revenue            | P0720C2               | Disaster Asst. Cont. Acct-DACA | (302,000)        | DPS                           | Special Revenue               | P072392              | 2018-SD-028FilRedLakeRainFldg  | 302,000            | to State disaster operating acct  | MS 12.221 6                  |
| DPS                 | Special Revenue            | P0720C2               | Disaster Asst. Cont. Acct-DACA | (605,973)        | DPS                           | Special Revenue               | P072412              | 2018SD029 Houston TorrRainFld  | 605,973            | to State disaster operating acct  | MS 12.221 6                  |
| DPS                 | Other Misc Special Revenue | P0720CI               | Disaster Asst. Cont. Acct-DACA | (106)            | DPS                           | Other Misc Special Revenue    | P07241I              | 2018-SD-029 Houston Rain Fld   | 106                | to State disaster operating acct  | MS 12.221 6                  |
| DPS                 | Special Revenue            | P0720C2               | Disaster Asst. Cont. Acct-DACA | (86,433)         | DPS                           | Special Revenue               | P072422              | DR4131 PUBLIC ASSISTANCE MATCH | 86,433             | to State disaster operating acct  | MS 12.221 6                  |
| DPS                 | Other Misc Special Revenue | P0720CI               | Disaster Asst. Cont. Acct-DACA | (14,810)         | DPS                           | Other Misc Special Revenue    | P07242I              | DR4113 Public Assistance Match | 14,810             | to State disaster operating acct  | MS 12.221 6                  |
| DPS                 | Special Revenue            | P0720C2               | Disaster Asst. Cont. Acct-DACA | (100,029)        | DPS                           | Special Revenue               | P072432              | 2018-SD-031 Cook Cty 10/3-4/18 | 100,029            | to State disaster operating acct  | MS 12.221 6                  |
| DPS                 | Other Misc Special Revenue | P0720CI               | Disaster Asst. Cont. Acct-DACA | (98,992)         | DPS                           | Other Misc Special Revenue    | P07243I              | 2018-SD-031 Cook Cty 10/3-4/18 | 98,992             | to State disaster operating acct  | MS 12.221 6                  |
| DPS                 | Special Revenue            | P0720C2               | Disaster Asst. Cont. Acct-DACA | (47,241)         | DPS                           | Special Revenue               | P072442              | DR4131 PUBLIC ASSISTANCE MATCH | 47,241             | to State disaster operating acct  | MS 12.221 6                  |
| DPS                 | Special Revenue            | P0720C2               | Disaster Asst. Cont. Acct-DACA | (52,458)         | DPS                           | Special Revenue               | P072462              | DR4182 Public Assist Spec Rev  | 52,458             | to State disaster operating acct  | MS 12.221 6                  |
| DPS                 | Special Revenue            | P0720C2               | Disaster Asst. Cont. Acct-DACA | (135,622)        | DPS                           | Special Revenue               | P072482              | DR 4290 Public Assist Spec Rev | 135,622            | to State disaster operating acct  | MS 12.221 6                  |
| DPS                 | Other Misc Special Revenue | P0720CI               | Disaster Asst. Cont. Acct-DACA | (1,156)          | DPS                           | Other Misc Special Revenue    | P07248I              | DR 4290 Public Assist Spec Rev | 1,156              | to State disaster operating acct  | MS 12.221 6                  |
| DPS                 | Other Misc Special Revenue | P0720CI               | Disaster Asst. Cont. Acct-DACA | (264)            | DPS                           | Other Misc Special Revenue    | P0724I               | DR4113 Public Assistance Match | 264                | to State disaster operating acct  | MS 12.221 6                  |
| DPS                 | Special Revenue            | P0720C2               | Disaster Asst. Cont. Acct-DACA | (5,438,832)      | DPS                           | Special Revenue               | P072532              | DR4390PA Match                 | 5,438,832          | to State disaster operating acct  | MS 12.221 6                  |
| DPS                 | Other Misc Special Revenue | P0720CI               | Disaster Asst. Cont. Acct-DACA | (2,980,027)      | DPS                           | Other Misc Special Revenue    | P07253I              | DR4390 Public Assistance Match | 2,980,027          | to State disaster operating acct  | MS 12.221 6                  |

| TRANSFER FROM       |                            |                       |                                |                  | TRANSFER TO        |                            |                      |                                |                    | Purpose of Transfer   | Legal Authority for Transfer |
|---------------------|----------------------------|-----------------------|--------------------------------|------------------|--------------------|----------------------------|----------------------|--------------------------------|--------------------|---|------------------------------|
| Transfer Out Agency | Transfer Out Fund Name     | Transfer Out AppropID | Transfer Out AppropID Name     | Transfer Out Amt | Transfer In Agency | Transfer In Fund Name      | Transfer In AppropID | Transfer In AppropID Name      | Transfer In Amount |   |                              |
| DPS                 | Other Misc Special Revenue | P0720CI               | Disaster Asst. Cont. Acct-DACA | (2,887,390)      | DPS                | Other Misc Special Revenue | P07259I              | DR4414 Public Assistance Match | 2,887,390          | to State disaster operating acct                                      | MS 12.221 6                  |
| DPS                 | Special Revenue            | P0720C2               | Disaster Asst. Cont. Acct-DACA | (3,743,588)      | DPS                | Special Revenue            | P072632              | 2018-SD-032 9/18-20/2018 Storm | 3,743,588          | to State disaster operating acct                                      | MS 12.221 6                  |
| DPS                 | Special Revenue            | P0720C2               | Disaster Asst. Cont. Acct-DACA | (10,190)         | DPS                | Special Revenue            | P072882              | DR 1982 Public Assistance Matc | 10,190             | to State disaster operating acct                                      | MS 12.221 6                  |
| DPS                 | General Fund               | P072001               | Emergency Mgmt - Genl Fund     | (160,000)        | DPS                | General Fund               | P072911              | Bomb Disposal Reimbursement    | 160,000            | To fund HSEM General Appropriations                                   | 17 095 01 011 002            |
| DPS                 | Special Revenue            | P074012               | Fire Safety Account            | (1,000,000)      | DPS                | Special Revenue            | P072FT2              | HSEM Fire Safety Acct-1x appro | 1,000,000          | Fire Safety Advisory Council award                                    | MS 299F.012 1                |
| DPS                 | Special Revenue            | P074012               | Fire Safety Account            | (675,000)        | DPS                | Special Revenue            | P072RT2              | Emergency Response Teams       | 675,000            | transfer to exp approp per laws of 2017                               | 17 095 011 02b               |
| DPS                 | General Fund               | P072001               | Emergency Mgmt - Genl Fund     | (365,000)        | DPS                | General Fund               | P072SS1              | HSEM School Safety Genl Fund   | 365,000            | To fund HSEM General Appropriations                                   | 17 095 01 011 002            |
| DPS                 | Special Revenue            | P077062               | Dwi Reinstatement-Sp Rev       | (314,438)        | DPS                | Special Revenue            | P073052              | Bca Acct-Forensic Lab          | 314,438            | To Fund Forensic Lab Cost   | MS 171.29 2(3)               |
| DPS                 | Special Revenue            | P077082               | Dwi Reinstatement 1St Half+25  | (7,179)          | DPS                | Special Revenue            | P073052              | Bca Acct-Forensic Lab          | 7,179              | To Fund Forensic Lab Cost   | MS 171 29 2(3)               |
| DPS                 | Special Revenue            | P077092               | Dwi Reinstatement 2nd Pymt     | (5,059)          | DPS                | Special Revenue            | P073052              | Bca Acct-Forensic Lab          | 5,059              | To Fund Forensic Lab Cost   | M.S. 171.29 2F               |
| DPS                 | Special Revenue            | P077062               | Dwi Reinstatement-Sp Rev       | (78,610)         | DPS                | Special Revenue            | P073082              | Bca Acct-Confidential Fund     | 78,610             | To Fund undercover buys; and for witness and victim protection        | MS 171.29 2(3)               |
| DPS                 | Special Revenue            | P077082               | Dwi Reinstatement 1St Half+25  | (1,795)          | DPS                | Special Revenue            | P073082              | Bca Acct-Confidential Fund     | 1,795              | To Fund undercover buys; and for witness and victim protection        | MS 171.29 2                  |
| DPS                 | Special Revenue            | P077092               | Dwi Reinstatement 2nd Pymt     | (1,265)          | DPS                | Special Revenue            | P073082              | Bca Acct-Confidential Fund     | 1,265              | To Fund undercover buys; and for witness and victim protection        | M.S. 171.29 2F               |
| DPS                 | General Fund               | P073001               | Criminal Apprehension-Gf       | (12,415,700)     | DPS                | General Fund               | P073101              | BCA Laboratory Gf              | 12,415,700         | To fund BCA General Appropriations                                    | 17 095 01 011 003            |
| DPS                 | General Fund               | P073001               | Criminal Apprehension-Gf       | (400,000)        | DPS                | General Fund               | P073171              | Equipment Sales                | 400,000            | To fund BCA Investment Initiative                                     | 17 095 01 011 03C            |
| DPS                 | General Fund               | P073001               | Criminal Apprehension-Gf       | (14,219,000)     | DPS                | General Fund               | P073201              | BCA Mn Justice Information Sys | 14,219,000         | To fund BCA General Appropriations                                    | 17 095 01 011 003            |
| DPS                 | General Fund               | P073001               | Criminal Apprehension-Gf       | (2,000,000)      | DPS                | General Fund               | P073261              | Predatory registration system  | 2,000,000          | To fund BCA Predatory Regis System                                    | 17 095 01 011 03B            |
| DPS                 | General Fund               | P073001               | Criminal Apprehension-Gf       | (250,000)        | DPS                | General Fund               | P073271              | Invest Init CHS Maintenance    | 250,000            | To fund BCA Investment Initiative                                     | 17 095 01 011 03C            |
| DPS                 | General Fund               | P073001               | Criminal Apprehension-Gf       | (169,000)        | DPS                | General Fund               | P073281              | Harrassment Restraining Orders | 169,000            | To fund BCA Harrassment Restraining Orders                            | 17 095 01 011 03D            |
| DPS                 | General Fund               | P073001               | Criminal Apprehension-Gf       | (15,295,300)     | DPS                | General Fund               | P073301              | BCA Criminal Investigations Gf | 15,295,300         | To fund BCA General Appropriations                                    | 17 095 01 011 003            |
| DPS                 | Special Revenue            | P075052               | Transportation Service Fund    | (483,254)        | DPS                | Special Revenue            | P073302              | DPS Motor Vehicle Account BCA  | 483,254            | transfer of collected MV fees to BCA                                  | MS 168A.29 1 5B              |
| DPS                 | General Fund               | P073001               | Criminal Apprehension-Gf       | (682,000)        | DPS                | General Fund               | P073341              | Invest Initiative Gen Investig | 682,000            | To fund BCA Investment Initiative                                     | 17 095 01 011 03C            |
| DPS                 | General Fund               | P073001               | Criminal Apprehension-Gf       | (305,000)        | DPS                | General Fund               | P073391              | Financial Crimes Task Force    | 305,000            | To fund BCA General Appropriations                                    | 17 095 01 011 003            |
| DPS                 | General Fund               | P073001               | Criminal Apprehension-Gf       | (705,000)        | DPS                | General Fund               | P073401              | Police Training & Development  | 705,000            | To fund BCA General Appropriations                                    | 17 095 01 011 003            |
| DPS                 | General Fund               | P073001               | Criminal Apprehension-Gf       | (6,812,000)      | DPS                | General Fund               | P073501              | Ciminal Apprehension Support   | 6,812,000          | To fund BCA General Appropriations                                    | 17 095 01 011 003            |
| DPS                 | General Fund               | P073001               | Criminal Apprehension-Gf       | (159,000)        | DPS                | General Fund               | P073651              | Bca Overtime                   | 159,000            | To fund BCA General Appropriations                                    | 17 095 01 011 003            |
| DPS                 | General Fund               | P073001               | Criminal Apprehension-Gf       | (4,122,000)      | DPS                | General Fund               | P073951              | Mnjis Integration              | 4,122,000          | To fund BCA General Appropriations                                    | 17 095 01 011 003            |
| DPS                 | Special Revenue            | P074012               | Fire Safety Account            | (6,120,000)      | DPS                | Special Revenue            | P074002              | State Fire Marshal Account     | 6,120,000          | transfer to exp approp per laws of 2017                               | 17 095 011 04                |
| DPS                 | Special Revenue            | P072002               | Haz Mat & Chemical Assessment  | (628,180)        | DPS                | Special Revenue            | P074012              | Fire Safety Account            | 628,180            | return unused funds to control approp                                 | MS 16A.28                    |
| DPS                 | Special Revenue            | P074002               | State Fire Marshal Account     | (895,933)        | DPS                | Special Revenue            | P074012              | Fire Safety Account            | 895,933            | return unused funs to control approp                                  | MS 16A.28                    |
| DPS                 | Special Revenue            | P074012               | Fire Safety Account            | (300,000)        | DPS                | Special Revenue            | P074442              | Healthcare increase            | 300,000            | transfer to exp approp per laws of 2017                               | 17 095 011 04                |
| DPS                 | Special Revenue            | P074012               | Fire Safety Account            | (743,399)        | DPS                | Special Revenue            | P074F32              | SFM Fire Safety 1Time          | 743,399            | Fire Safety Advisory Council award                                    | 15 065 01 011 04d            |
| DPS                 | Special Revenue            | P077062               | Dwi Reinstatement-Sp Rev       | (245,655)        | DPS                | Special Revenue            | P075862              | Vehicle Forfeiture Acct        | 245,655            | A portion of funds from reinstatement is sent to MSP                  | MS 171.29 2                  |
| DPS                 | Special Revenue            | P077082               | Dwi Reinstatement 1St Half+25  | (5,608)          | DPS                | Special Revenue            | P075862              | Vehicle Forfeiture Acct        | 5,608              | A portion of funds from reinstatement is sent to MSP                  | MS 171.29 2                  |
| DPS                 | Special Revenue            | P077092               | Dwi Reinstatement 2nd Pymt     | (3,952)          | DPS                | Special Revenue            | P075862              | Vehicle Forfeiture Acct        | 3,952              | A portion of funds from reinstatement is sent to MSP                  | MS 171.29 2                  |
| DPS                 | Special Revenue            | P784241               | Aid to Victims of Crime        | (457,114)        | DPS                | Special Revenue            | P076512              | Inmate Restitution             | 457,114            | Aid to Victims of crime Funds   | MS 241.26 SUBD5, 243.23      |
| DPS                 | General Fund               | P076801               | Office Of Justice Programs     | (250,000)        | DPS                | General Fund               | P076711              | CombatTerrorismRecruitment     | 250,000            | To fund Combating Terrorism Recruitment                               | 18 095 01 011 07b            |
| DPS                 | General Fund               | P076801               | Office Of Justice Programs     | (400,000)        | DPS                | General Fund               | P076721              | Pathway to Policing            | 400,000            | To fund Office Justice Programs                                       | 17 095 01 011 007            |
| DPS                 | General Fund               | G9R0025               | Comm Just Reinv                | (461,000)        | DPS                | Special Revenue            | P076722              | Community Justice Reinv        | 461,000            | Community Justice Reinvestment Account                                | 16 160 00 019                |
| DPS                 | Special Revenue            | P076722               | Community Justice Reinv        | (368,281)        | DPS                | Other Misc Special Revenue | P07672I              | Community Justice Reinvestment | 368,281            | fund/approp change per MMB e-mail 04/15/2019                          |                              |
| DPS                 | General Fund               | P076801               | Office Of Justice Programs     | (3,289,000)      | DPS                | General Fund               | P076741              | Youth Intervention             | 3,289,000          | To fund Youth Intervantion Programs                                   | 15 065 01 011 06b            |
| DPS                 | General Fund               | P076801               | Office Of Justice Programs     | (100,000)        | DPS                | General Fund               | P076761              | County Attorney Assoc Training | 100,000            | To fund Prosecutor & Law Enforcement Training                         | 15 065 01 011 06f            |
| DPS                 | General Fund               | P076801               | Office Of Justice Programs     | (820,000)        | DPS                | General Fund               | P076771              | Sex Traffic Investigations     | 820,000            | To fund Sex Trafficking grants  | 16 189 04 007 07c            |
| DPS                 | General Fund               | P076801               | Office Of Justice Programs     | (23,430,500)     | DPS                | General Fund               | P076811              | Office Of Justice Programs- Gr | 23,430,500         | To fund Office Justice Programs                                       | 17 095 01 011 007            |
| DPS                 | General Fund               | P076801               | Office Of Justice Programs     | (2,175,000)      | DPS                | General Fund               | P076831              | Crime Victim Programs          | 2,175,000          | To fund Crime Victim Services   | 15 065 01 011 06c            |
| DPS                 | General Fund               | P076801               | Office Of Justice Programs     | (455,000)        | DPS                | General Fund               | P076841              | Victim Notification System     | 455,000            | To fund Office Justice Programs                                       | 17 095 01 011 007            |
| DPS                 | General Fund               | P076801               | Office Of Justice Programs     | (294,000)        | DPS                | General Fund               | P076891              | Criminal/Gang Strike Force-Adm | 294,000            | To fund Office Justice Programs                                       | 17 095 01 011 007            |
| DPS                 | General Fund               | P076801               | Office Of Justice Programs     | (3,985,000)      | DPS                | General Fund               | P076921              | Gang & Narc Strike Force       | 3,985,000          | To fund Office Justice Programs                                       | 17 095 01 011 007            |
| DPS                 | General Fund               | P076801               | Office Of Justice Programs     | (150,000)        | DPS                | General Fund               | P076931              | Crime Victim Support           | 150,000            | To fund Crime Victim Support grant                                    | 15 065 01 011 06d            |
| DPS                 | General Fund               | P076801               | Office Of Justice Programs     | (400,000)        | DPS                | General Fund               | P076941              | CV Child Advocacy Centers      | 400,000            | To fund Pathway to Policing Grants                                    | 18 095 01 011 07d            |
| DPS                 | General Fund               | P076801               | Office Of Justice Programs     | (180,000)        | DPS                | General Fund               | P076951              | OJP Sex Trafficking Investigat | 180,000            | To fund Sex Trafficking Prevention Grants                             | 18 095 01 011 07c            |
| DPS                 | General Fund               | P076801               | Office Of Justice Programs     | (150,000)        | DPS                | General Fund               | P076991              | Out-of-Home Placement          | 150,000            | To fund Children in Need of Services or in Out-Of-Home Placement      | 16 189 04 007 07b            |
| DPS                 | Special Revenue            | P079222               | Motorcycle Safety              | (35,000)         | DPS                | Special Revenue            | P077042              | Motorcycle Safety-Sp Rev       | 35,000             | Funds to promote Motorcycle Safety                                    | MS 171.06 02a                |
| DPS                 | Special Revenue            | P077132               | Support Our Troops             | (540)            | DPS                | Special Revenue            | P077102              | VEhicle Serv. Control Acct     | 540                | To fund Gold Star Plate Printing                                      | MS 190.19 2A(4)              |
| DPS                 | Special Revenue            | P077902               | Vehicle Serv. Expenditure Acct | (1,089,102)      | DPS                | Special Revenue            | P077102              | VEhicle Serv. Control Acct     | 1,089,102          | Return unused funds to the control account                            | 171 004 01 004 04A           |
| DPS                 | Special Revenue            | P077062               | Dwi Reinstatement-Sp Rev       | (982,620)        | DPS                | Special Revenue            | P077112              | Driver Serv. Control Acct.     | 982,620            | To fund and Administer vehicle service operations                     | MS 190.19 1, MS 299A.        |
| DPS                 | Special Revenue            | P077082               | Dwi Reinstatement 1St Half+25  | (22,433)         | DPS                | Special Revenue            | P077112              | Driver Serv. Control Acct.     | 22,433             | To fund and Administer vehicle service operations                     | MS 190.19 1, MS 299A.        |
| DPS                 | Special Revenue            | P077092               | Dwi Reinstatement 2nd Pymt     | (15,809)         | DPS                | Special Revenue            | P077112              | Driver Serv. Control Acct.     | 15,809             | To fund and Administer vehicle service operations                     | 190.19 1, 299A. 70 5         |
| DPS                 | Special Revenue            | P077912               | Driver Serv. Expenditure Acct  | (2,347,426)      | DPS                | Special Revenue            | P077112              | Driver Serv. Control Acct.     | 2,347,426          | Return unused funds to the control account                            | 171 004 01 004 04B           |
| DPS                 | Special Revenue            | P077M72               | MNLars Contract Software       | (113,743)        | DPS                | Special Revenue            | P077112              | Driver Serv. Control Acct.     | 113,743            | Return unused funds to the control account                            | 18 101 00 001 3A2            |
| DPS                 | Special Revenue            | P077102               | VEhicle Serv. Control Acct     | (2,735,000)      | DPS                | Special Revenue            | P077172              | Dvs Technology Acct            | 2,735,000          | Operations & Maintenance of MNLARS                                    | 171 003 01 004 04C           |
| DPS                 | Special Revenue            | P077112               | Driver Serv. Control Acct.     | (5,265,000)      | DPS                | Special Revenue            | P077172              | Dvs Technology Acct            | 5,265,000          | Operations & Maintenance of MNLARS                                    | 171 003 01 004 04C           |
| DPS                 | Special Revenue            | P077102               | VEhicle Serv. Control Acct     | (22,957,000)     | DPS                | Special Revenue            | P077902              | Vehicle Serv. Expenditure Acct | 22,957,000         | trans appropriated funds to operating approp                          | 171 003 01 004 04A           |
| DPS                 | Special Revenue            | P077112               | Driver Serv. Control Acct.     | (32,628,000)     | DPS                | Special Revenue            | P077912              | Driver Serv. Expenditure Acct  | 32,628,000         | trans appropriated funds to operating approp                          | 171 003 01 004 04B           |
| DPS                 | Special Revenue            | P077112               | Driver Serv. Control Acct.     | (156,000)        | DPS                | Special Revenue            | P077AK2              | Automated Knowledge Test Syst  | 156,000            | maintain automated knowledge test syst                                | 171 003 01 004 04B           |
| DPS                 | Special Revenue            | P077102               | VEhicle Serv. Control Acct     | (148,562)        | DPS                | Special Revenue            | P077D02              | Vehicle Services Bulk Data     | 148,562            | Fund Driver Vehicle Record Subscription and audit bulk data practices | 168 327 4 2C; 3:9741 5       |
| DPS                 | Special Revenue            | P077112               | Driver Serv. Control Acct.     | (184,050)        | DPS                | Special Revenue            | P077D12              | Driver Services Bulk Data      | 184,050            | Fund Driver Driver Record Subscription and audit bulk data practices  | 168.327 5C; 3:9741 5         |
| DPS                 | Special Revenue            | P077M72               | MNLars Contract Software       | (68,000)         | DPS                | Special Revenue            | P077M12              | MNLars Contracting             | 68,000             | Return unused funds to the control account                            | 18 101 00 001 3A2            |
| DPS                 | Special Revenue            | P077112               | Driver Serv. Control Acct.     | (861,085)        | DPS                | Special Revenue            | P077RE2              | Real ID                        | 861,085            | Laws of 2017 Real ID Act  | 17 076 026                   |
| DPS                 | General Fund               | P079101               | Gambling Enforcement           | (180,000)        | DPS                | General Fund               | P079141              | Liquor Compliance initiative   | 180,000            | transfer to exp approp per laws of 2017                               | 17 095 01 011 006            |
| DPS                 | Special Revenue            | P075052               | Transportation Service Fund    | (72,488)         | DPS                | Special Revenue            | P079182              | DPS Motor Vehicle Account AGED | 72,488             | transfer of collected MV fees to AGED                                 | MS 168A.29 1 5B              |
| DPS                 | General Fund               | P079101               | Gambling Enforcement           | (679,440)        | DPS                | General Fund               | P0791A1              | Alcohol Enforcement            | 679,440            | Alcohol prtn set up in diff approp                                    | 17 095 01 011 006            |

| TRANSFER FROM       |                                |                       |                                |                  | TRANSFER TO              |                                |                      |                                |                    | Purpose of Transfer  | Legal Authority for Transfer |
|---------------------|--------------------------------|-----------------------|--------------------------------|------------------|--------------------------|--------------------------------|----------------------|--------------------------------|--------------------|--|------------------------------|
| Transfer Out Agency | Transfer Out Fund Name         | Transfer Out AppropID | Transfer Out AppropID Name     | Transfer Out Amt | Transfer In Agency       | Transfer In Fund Name          | Transfer In AppropID | Transfer In AppropID Name      | Transfer In Amount |  |                              |
| DPS                 | Special Revenue                | P0791C2               | AGE 2AM Permit Control         | (635,415)        | DPS                      | Special Revenue                | P0791A2              | Alcohol Enforcement 2AM Permit | 635,415            | transfer funds per laws of 2017  | 17 095 01 011 006            |
| DPS                 | Special Revenue                | P0791A2               | Alcohol Enforcement 2AM        | (53,472)         | DPS                      | Special Revenue                | P0791C2              | AGE 2AM Permit Control Approp. | 53,472             | return unused funds to cotrol approp   | MS 340A.504 7                |
| DPS                 | Special Revenue                | P0794C2               | Pipeline Safety Control Approp | (530,000)        | DPS                      | Special Revenue                | P079402              | Pipeline Safety                | 530,000            | transfer funds per laws of 2017  | 171 003 01 004 006           |
| DPS                 | Federal Funds                  | P079413               | Pipeline Safety Fed CY 18      | (649,729)        | DPS                      | Federal funds                  | P079443              | Pipeline Safety Fed CY 19      | 649,729            | move funds to current grnt for cashflow                                      | MS 299J.01                   |
| DPS                 | Special Revenue                | P079402               | Pipeline Safety                | (176,796)        | DPS                      | Special Revenue                | P0794C2              | Pipeline Safety Control Approp | 176,796            | return unused funds to cotrol approp   | MS 299J18                    |
| DPS                 | 911 Funds                      | P079629               | 912 Emergency Svs Control Acct | (28,053,000)     | DPS                      | 911 Funds                      | P079609              | 911 Emergency Svs Exp Acct     | 28,053,000         | transfer funds per laws of 2017  | 17 095 01 011 008            |
| DPS                 | 911 Funds                      | P079629               | 912 Emergency Svs Control Acct | (13,664,000)     | DPS                      | 911 Funds                      | P079619              | Public Safety Answering Pis    | 13,664,000         | transfer from control account to PSAP  | 17 095 01 011 08A            |
| DPS                 | 911 Funds                      | P079609               | 911 Emergency Svs Exp Acct     | (26,831,701)     | DPS                      | 911 Funds                      | P079629              | 911 Emergency Svs Control Acct | 26,831,701         | transfer from control acct to exp acct                                       | 17 095 01 011 008            |
| DPS                 | 911 Funds                      | P079679               | ARMER Improvements             | (446,185)        | DPS                      | 911 Funds                      | P079629              | 911 Emergency Svs Control Acct | 446,185            | return unused funds back to the control account                              | 17 095 01 011 008            |
| DPS                 | 911 Funds                      | P079689               | Armer Interoperability Plng    | (874,494)        | DPS                      | 911 Funds                      | P079629              | 911 Emergency Svs Control Acct | 874,494            | return unused funds back to the control account                              | 17 095 01 011 008            |
| DPS                 | Other Misc Special Revenue     | H7S2222               | Med Resource Commun Ctr        | (132,542)        | DPS                      | 911 Funds                      | P079659              | Medical Resource Communication | 132,542            | return unused funds back to the control account                              | 17 095 01 011 08B            |
| DPS                 | 911 Funds                      | P079629               | 912 Emergency Svs Control Acct | (683,000)        | DPS                      | 911 Funds                      | P079659              | Medical Resource Communication | 683,000            | transfer to operating approp - EMSRB   | 17 095 01 011 08B            |
| DPS                 | 911 Funds                      | P079629               | 912 Emergency Svs Control Acct | (23,261,000)     | DPS                      | 911 Funds                      | P079669              | ARMER Debt Service             | 23,261,000         | transfer to operating approp for Debt Service                                | 17 095 01 011 08C            |
| DPS                 | 911 Funds                      | P079629               | 912 Emergency Svs Control Acct | (1,000,000)      | DPS                      | 911 Funds                      | P079679              | ARMER Improvements             | 1,000,000          | transfer to operating approp for ARMER                                       | 17 095 01 011 08E            |
| DPS                 | 911 Funds                      | P079629               | 912 Emergency Svs Control Acct | (920,000)        | DPS                      | 911 Funds                      | P079689              | Armer Interoperability Plng    | 920,000            | transfer from control acct to ARMER exp                                      | 17 095 01 0110 008           |
| DPS                 | 911 Funds                      | P079629               | 912 Emergency Svs Control Acct | (9,674,000)      | DPS                      | 911 Funds                      | P0796A9              | Armer State Backbone Oper Cost | 9,674,000          | transfer to operating approp for backbone                                    | 17 095 01 011 08D            |
| DPS                 | Special Revenue                | P074012               | Fire Safety Account            | (6,698,500)      | DPS                      | Special Revenue                | P079702              | Mn Firefighters - Trng & Ed    | 6,698,500          | transfer to exp approp per laws of 2017                                      | 17 095 01 011 05a&d          |
| DPS                 | Special Revenue                | P074012               | Fire Safety Account            | (963,887)        | DPS                      | Special Revenue                | P079752              | MBFTE Task Force 1             | 963,887            | transfer to exp approp per laws of 2017                                      | 17 095 01 011 05b&d          |
| DPS                 | Special Revenue                | P074012               | Fire Safety Account            | (325,000)        | DPS                      | Special Revenue                | P079762              | MBFTE Air Rescue               | 325,000            | transfer to exp approp per laws of 2017                                      | 17 095 01 011 05c            |
| DPS                 | Special Revenue                | P074012               | Fire Safety Account            | (222,787)        | DPS                      | Special Revenue                | P079782              | MBFTE MnFire                   | 222,787            | transfer to exp approp per laws of 2017                                      | 17 095 01 011 05d            |
| DPS                 | Special Revenue                | P077072               | Non Dwi Reinstatement Post Bd  | (199,275)        | Post Board               | Special Revenue                | P7T0103              | Post Cont Ed Ded Grants        | 199,275            | Per statue-transfer to general fund for remote electronic alcohol monitoring | MS 171.29 2F                 |
| DPS                 | Natural Resource Misc Statutry | P07730P               | State Park & Trail Special Plt | (750,097)        | Natural Resources Dept.  | Natural Resource Misc Statutry | R294241              | PAT License Plates NRMS        | 750,097            | Money is used to operate and maintain the state park and trails system       | MS 168 1295; 85.056          |
| DPS                 | Reinvest In Minnesota-Gifts    | P07730R               | Critical Habitat Matching Acct | (5,190,665)      | Natural Resources Dept.  | Reinvest In Minnesota-Gifts    | R296242              | FAW RIM Crit Hab Lic Plate ITC | 5,190,665          | To fund the direct acquisition or improvement of land and management of      | MS 168 1296; 84.943          |
| DPS                 | Special Revenue                | P072RP2               | Railroad & Pipeline Safety     | (104,000)        | Pollution Control Agency | Other Misc Special Revenue     | R32G117              | ER Rail Safety                 | 104,000            | PCA-Environ Protection RR Discharge Prepare                                  | MS 299A.55 2b                |
| DPS                 | 911 Funds                      | P0796A9               | Armer State Backbone Oper      | (9,662,000)      | Transportation Dept.     | 911 Emergency                  | T790280              | ARMER Maint SW Radio Comm      | 9,662,000          | external transfer from P0796A9 to ARMER                                      | 17 095 01 011 08D            |
| DPS                 | Special Revenue                | P072RP2               | Railroad & Pipeline Safety     | (600,000)        | Transportation Dept.     | Special Revenue                | T790764              | Mn Grade Crossing Safety Acct  | 600,000            | DOT-Improving Safety at RR Grade Crossings                                   | 17 095 02 010 02c            |
| TOTAL               |                                |                       |                                | (414,511,095)    |                          |                                |                      |                                | 414,511,095        |  |                              |



# Interagency Agreement

## Amendment #1

### State of Minnesota

DPS Contract Number: 88308

DNR Contract Number: 95255

|                            |                   |                              |                       |
|----------------------------|-------------------|------------------------------|-----------------------|
| Agreement Start Date:      | <u>07/01/2015</u> | Total Agreement Amount:      | <u>\$1,370,010.00</u> |
| Original Expiration Date:  | <u>06/30/2017</u> | Original Agreement:          | <u>\$ 671,760.00</u>  |
| Current Expiration Date:   | <u>06/30/2017</u> | Previous Amendment(s) Total: | <u>\$ 0.00</u>        |
| Requested Expiration Date: | <u>06/30/2019</u> | This Amendment:              | <u>\$ 698,250.00</u>  |

This Amendment is between the Minnesota Department of Natural Resources, acting on behalf of its Enforcement Division ("DNR"), and the Minnesota Department of Public Safety, acting on behalf of the Minnesota State Patrol ("DPS").

### Recitals

1. DNR and DPS have an interagency agreement identified as SWIFT contract 88308 [DPS] and SWIFT contract 92281 [DNR] ("Original Agreement") for radio communications dispatching services.
2. DNR and DPS wish to extend the Original Agreement for two (2) additional years and amend the existing service rates and costs.
3. DNR and DPS mutually agree to amend the Original Agreement as stated below.

### Agreement Amendment

In this Amendment, changes to pre-existing Agreement language will use strike-through for deletions and underlining for insertions.

**REVISION 1.** Clause 1, **Term of Agreement**, is amended as follows:

#### 1 Term of Agreement

- 1.1 **Effective Date.** July 1, 2015, or the date the DNR obtains all required signatures under Minnesota Statutes § 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration Date.** ~~June 30, 2017~~ June 30, 2019, or until all obligations have been satisfactorily fulfilled.

**REVISION 2.** Clause 2, **Scope of Work**, section 2.2.6 is amended as follows:

- 2.2.6 A new contract or amendment to the Original Agreement must be written and fully executed before ~~June 30, 2017~~ June 30, 2019 by the DNR or all services will be stopped as of ~~June 30, 2017~~ June 30, 2019.

**REVISION 3.** Clause 3, **Consideration and Payment**, is amended as follows:

#### 3 Consideration and Payment

- 3.1 **Consideration** for all services performed by DPS pursuant to the Agreement shall be paid by DNR as follows:
  - 3.1.1 For radio communications dispatch services at a flat rate of \$249,500.00 for state fiscal year 2016 (July 1, 2015 through June 30, 2016), and \$249,500.00 for state fiscal year 2017 (July 1, 2016 through June 30, 2017), and at a flat rate of \$261,975.00 for state fiscal year 2018 (July 1, 2017 through June 30, 2018), and \$261,975.00 for state fiscal year 2019 (July 1, 2018 through June 30, 2019).
  - 3.1.2 For CAD connectivity, an annual fees of \$67,680.00 for state fiscal year 2016, and \$67,680.00 for state fiscal year 2017, \$67,680.00 for state fiscal year 2018, and \$67,680.00 for state fiscal year 2019. The fee of \$67,680.00 is for CAD connectivity of one hundred and eighty-eight (188) mobile data computers at \$360 each per fiscal year.
  - 3.1.3 Additional services or costs for technical support to resolve technical issues/concerns related to CAD and Mobile Data Computers to the DPS data network that are not covered under the flat rate referenced in 3.1.1 will be charged. During state fiscal year 2016 and state fiscal year 2017, a at the straight time rate of \$63.90 per hour and at the overtime rate of \$95.85 when requested and approved by the DNR not to exceed \$15,400.00 annually. During state fiscal year 2018 and state fiscal year 2019, a straight time rate of \$67.10 per hour and an overtime rate of \$100.64 per hour when requested and approved by the DNR not to exceed \$16,170.00 annually.

- 3.1.4 An annual fee of \$3,300.00 will be paid for having over forty (40) mobile data computers on the system.
- 3.2 **Terms of Payment.** The DNR shall make payment within 30 days after the DPS has presented invoices to DNR for services satisfactorily performed. DPS shall invoice the DNR annually on December 1<sup>st</sup> of each state fiscal year for each state fiscal year's services stated in this Agreement.

The total obligation of DNR for all compensation and reimbursements to DPS under sub-section 3.1.1 through 3.1.4 of this Agreement will not exceed \$335,880.00 for Fiscal Year 2016, and \$335,880.00 for Fiscal Year 2017, \$349,125.00 for Fiscal Year 2018 and \$349,125.00 for Fiscal Year 2019 for a total of \$674,760.00 \$1,370,010.00 under this agreement.

**REVISION 4.** Clause 9, **Extension Option**, is deleted in its entirety as follows:

~~9 Extension Option~~

~~There will be no extension option for this contract. A new contract will need to be written and fully executed before June 30, 2017 by the DNR or all services will be stopped as of June 30, 2017.~~

Except as amended herein, the terms and conditions of the Original Agreement and all previous amendments remain in full force and effect.

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

Signed: Gerard Muser

Date: 6/21/17

SWIFT PO No.: 3000078050

3. **DEPARTMENT OF NATURAL RESOURCES;  
ENFORCEMENT DIVISION**

Signed:   
(with delegated authority)

Title: Director

Date: 6/21/17

2. **DEPARTMENT OF PUBLIC SAFETY;  
MINNESOTA STATE PATROL**

Signed:   
(with delegated authority)

Title: Chief

Date: 6.23.17

ORIGINAL

DPS Contract # 88308  
DNR Contract #: 92281  
DNR PO#: 3000078050

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT  
DPS-DNR Radio Communications Dispatching Services**

This agreement is between the Minnesota Department of Natural Resources – Enforcement Division (DNR) and the Minnesota Department of Public Safety, State Patrol Division (DPS).

**Agreement**

**1 Term of Agreement**

- 1.1 **Effective date:** July 1, 2015, or the date the DNR obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** June 30, 2017, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**2 Scope of Work**

**2.1 DPS DUTIES**

DPS shall:

- 2.1.1 Operate and maintain a radio communications broadcast system for the primary purpose of providing dispatching services. Such radio communications broadcast system shall be made available and accessible by the DPS to law enforcement personnel of the Enforcement Division of the DNR.
- 2.1.2 DPS shall provide radio communications dispatching services for the law enforcement personnel of the Enforcement Division of the DNR as per mutual agreement of contract protocols. DPS shall implement contract protocols as agreed to consistently in all dispatch locations.
- 2.1.3 The law enforcement personnel of the Enforcement Division of the DNR and the law enforcement personnel of the DPS shall have joint use and right to all of the dispatching services provided.
- 2.1.4 DPS shall provide dispatch service to the Turn In Poachers anonymous report line for DNR Enforcement during periods when DNR personnel are unavailable or not scheduled, including but not limited to non-business hours, holidays and weekends.

**2.2 DNR'S DUTIES**

DNR shall:

- 2.2.1 Provide, operate and maintain mobile voice radio communications equipment in compliance with DPS requirements.
- 2.2.2 Provide any and all subscriber equipment necessary for DNR's law enforcement personnel to use the data radio communications system.
- 2.2.3 Provide all software licensing and related software maintenance for DNR's users.
- 2.2.4 Make payment separate from this agreement for any additional services or costs incurred to provide access to systems, which are not part of the DPS's voice radio communications broadcast system, and are deemed necessary or requested by the DNR, including but not limited to per device fees for user access to CJIS.
- 2.2.5 Make payment separate from this agreement for any additional services or costs incurred to provide access to DPS's data information network systems, deemed necessary or requested by the DNR, including but not limited to user software licensing, software development, operations and/or maintenance, technical assistance and hardware. If the DNR requests additional functionality, products or other changes to support their needs, then DPS will assess the feasibility of implementing the request including providing itemized estimates of development, software, support, etc. Both parties must agree to the changes prior to any work

being done.

- 2.2.6 A new contract must be written and fully executed before June 30, 2017 by the DNR or all services will be stopped as of June 30, 2017.

### **3 Consideration and Payment**

3.1 Consideration for all services performed by DPS pursuant to the Agreement shall be paid by the DNR as follows:

- 3.1.1 For radio communications dispatch services at a flat rate of \$249,500.00 for state fiscal year 2016 (July 1, 2015 through June 30, 2016) and \$249,500.00 for state fiscal year 2017 (July 1, 2016 through June 30, 2017).
- 3.1.2 For CAD connectivity, an annual fee of \$67,680.00 for state fiscal year 2016 and \$67,680.00 for state fiscal year 2017. The fee of \$67,680.00 is for CAD connectivity of one hundred and eighty-eight (188) mobile data computers at \$360 each per fiscal year.
- 3.1.3 Additional services or costs for technical support to resolve technical issues/concerns related to CAD and Mobile Data Computers to the DPS data network that are not covered under the flat rate referenced in 3.1.1 will be charged at the straight time rate of \$63.90 per hour and at the overtime rate of \$95.85 when requested and approved by the DNR not to exceed \$15,400.00 annually.
- 3.1.4 An annual fee of \$3,300.00 will be paid for having over forty (40) mobile data computers on the system.

3.2 Terms of Payment. The DNR shall make payment within 30 days after the DPS has presented invoices to DNR for services satisfactorily performed. DPS shall invoice the DNR annually on December 1<sup>st</sup>, of each state fiscal year for each state fiscal year's services stated in this agreement.

The total obligation of DNR for all compensation and reimbursements to DPS under sub-section 3.1.1 through 3.1.4 of this agreement will not exceed \$335,880.00 for Fiscal Year 2016 and \$335,880.00 for Fiscal Year 2017 for a total of \$671,760.00 under this agreement.

### **4 Conditions of Payment**

All services provided by DPS under this agreement must be performed to DNR's satisfaction, as determined at the sole discretion of DNR's Authorized Representative.

### **5 Authorized Representative**

DNR's Authorized Representative is Lt Col Rodmen Smith, DNR/Enforcement Division, 500 Lafayette Road, St. Paul, MN 55155, (651) 259-5054, or his successor.

DPS' Authorized Representative is Major Bruce Brynell, MSP Headquarters, 445 Minnesota Street, Suite 130, St. Paul, MN 55101-5130, (651) 201-7145, or his/her successor.

### **6 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.



**7 Liability**

Each party will be responsible for its own acts and behavior and the results thereof.

**8 Termination**

Either party may terminate this agreement at any time, with or without cause, upon 60 days' written notice to the other party. In the event of a termination, the DPS shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

**9. Extension Option**

There will be no extension option for this contract. A new contract will need to be written and fully executed before June 30, 2017 by the DNR or all services will be stopped as of June 30, 2017.

**10. Coordination and Planning**

The DPS Authorized Representative shall provide notice to the DNR Authorized Representative, as close as possible the thirty (30) days in advance, of meetings, discussions, and sessions that relate to services, equipment, and/or operation of the communication system that relate to the DNR's use of the communications system.

**11. Data Practices**

Both DPS and DNR will comply with the Minnesota Data Practices Act in accordance with this Agreement and as it applies to all created, gathered, generated, or acquired data.

**1. DNR ENCUMBRANCE VERIFICATION**

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

Signed: Brenda Muehl  
Date: 6/25/15

**3. MINNESOTA DEPARTMENT OF NATURAL RESOURCES – ENFORCEMENT DIVISION**

By: KESm  
(with delegated authority)  
Title: Director of Enforcement  
Date: 6/25/15

**2. MN DEPARTMENT OF PUBLIC SAFETY**

By: [Signature]  
(With delegated authority)  
Title: Chief  
Date: 4/30/15

# Interagency Agreement Amendment 1 State of Minnesota

SWIFT Contract Number: 120900  
SWIFT Purchase Order Number: 3000045957

|                            |                   |                              |                     |
|----------------------------|-------------------|------------------------------|---------------------|
| Agreement Start Date:      | <u>02/10/2017</u> | Total Agreement Amount:      | <u>\$297,405.00</u> |
| Original Expiration Date:  | <u>03/31/2017</u> | Original Agreement:          | <u>\$200,000.00</u> |
| Current Expiration Date:   | <u>03/31/2017</u> | Previous Amendment(s) Total: | <u>\$ 0.00</u>      |
| Requested Expiration Date: | <u>03/31/2018</u> | This Amendment:              | <u>\$ 97,405.00</u> |

This Amendment is by and between the Minnesota Department of Public Safety, acting on behalf of the Office of Justice Programs ("DPS" and the Minnesota Department of Corrections ("DOC").

## Recitals

1. DPS and DOC have an interagency agreement identified as SWIFT contract 120900 ("Original Agreement") for corresponding to VINE and CHOICE requirements.
2. DPS and DOC wish to extend the Original Agreement for one (1) additional year.
3. DPS and DOC mutually agree to amend the Original Agreement as stated below.

## Agreement Amendment

In this Amendment, changes to pre-existing Agreement language will use ~~strike-through~~ for deletions and underlining for insertions.

REVISION 1. Clause 1, **Term of Agreement**, is amended as follows:

### 1. Term of Agreement

- 1.1 **Effective Date.** ~~February 10, 2017~~ or the date the State obtains all required signatures under Minnesota Statutes § 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration Date.** ~~March 31, 2017~~ March 31, 2018 or until all obligations have been satisfactorily fulfilled, whichever occurs first.

REVISION 2. Clause 3, **Consideration and Payment**, is amended as follows:

### 3. Consideration and Payment

The total obligation of DPS for all compensation and reimbursements under this Agreement will not exceed ~~Two Hundred Thousand and 00/100 Dollars (\$200,000.00)~~ Two hundred ninety seven thousand four hundred five and 00/100 dollars (\$297,405.00) as identified in and consistent with Exhibit A which is attached and made a part of this Agreement.

Itemized invoices will be filed in arrears, not more often than monthly, and within 30 days of the period covered by the invoice for work satisfactorily performed. Final invoice must be received no later than ~~April 30, 2017~~ April 30, 2018.

Except as amended herein, the terms and conditions of the Original Agreement and all previous amendments remain in full force and effect.

1. STATE ENCUMBRANCE VERIFICATION

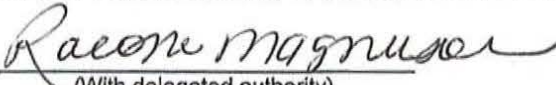
Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed: 

Date: 05/22/2017

SWIFT PO Number: 3000045957

3. DEPT. OF PUBLIC SAFETY; OFFICE OF JUSTICE PROGRAMS

By:   
(With delegated authority)

Title: Director OTP

Date: 5-22-17

2. DEPARTMENT OF CORRECTIONS

By:   
(With delegated authority)

Title: Deputy Commissioner

Date: 5/15/2017

**EXHIBIT A**

Budget for the DPS-DOC VINE/MN CHOICE Interagency Agreement

2/10/17 to 3/31/18

| A. PERSONNEL              |  |           |                 |           |
|---------------------------|--|-----------|-----------------|-----------|
| Name/Position             | Annual salary  | % of time | Number of years | Total     |
| Management Analyst        | \$48,912   | 1.00      | 1.5             | \$73,368  |
| Management Analyst        | \$48,912   | 1.00      | 1.5             | \$73,368  |
| Student worker (clerical) | \$29,003   | 1.00      | 1.5             | \$43,505  |
| DOC student workers       | Safety Tracking Database: Life sentence data entry = 46 hours @ \$14.71/hour; safety planning data entry = 350 @ \$14.71/hour; RJ Database: Rj related data entry = 350 hours @14.71/hour. |           |                 | \$10,974  |
| Total Personnel           |  |           |                 | \$201,215 |

| <b>B. FRINGE</b>                          |  |           |                 |                 |
|---|--|-----------|-----------------|-----------------|
| Name/Position (Match highlighted in blue) | Total fringe per year (retirement, insurance, FICA)* | % of time | Number of years | Total           |
| Management Analyst                        | \$22,653   | 1.00      | 1.5             | \$33,980        |
| Management Analyst                        | \$22,653   | 1.00      | 1.5             | \$33,980        |
| Student worker (clerical)                 | \$7,414  | 1.00      | 1.5             | \$11,121        |
| <b>Total Fringe</b>                       |  |           |                 | <b>\$79,080</b> |

| <b>C. TRAVEL</b>  |  |                |
|---|--|----------------|
| Purpose of travel   | Description/computation  | Costs          |
| Trainings/meetings with advocates, law enforcement, probation and corrections agents, and county attorney staff on new notification options through CHOICE and other enhanced features. | Travel by two DOC/OJP staff to conduct trainings/meetings in 10 separate locations around Minnesota. No overnight stay required. | \$1,100        |
|   | Travel by two DOC/OJP staff to conduct trainings or meetings in 10 separate locations around Minnesota. One night stay required. | \$4,360        |
| <b>Total Travel</b>   |  | <b>\$5,460</b> |

| <b>E. SUPPLIES</b>   |   |                 |
|--|---|-----------------|
| Supply items   | Computation   | Cost            |
| Display materials for conferences, presentations, and public events                                      | Two sets of promotional displays/exhibits, table coverings, and signage: @ \$1000 for VINE and \$1500 for CHOICE; and dedicated training/display computer with expanded monitor @ \$1500. DOC will purchase their own supplies/equipment directly and request reimbursement from DPS.                 | \$3,000         |
| Computers set ups, software licenses, and software training for Management Analysts and student workers. | Two laptops @ \$1000 each; one desktop @ \$500; 3 double screen monitor set ups @ 1300 per set; and \$200 for each keyboard/mouse/peripherals set up. Three Enterprise licenses for Adobe Acrobat Pro DC @ \$50 for each of 3 staff members; Sharepoint training @ \$500 for each of 3 staff members. | \$8,650         |
| <b>Total Supplies</b>  |   | <b>\$11,650</b> |

|                                 |                  |
|---------------------------------|------------------|
| <b>TOTAL DOC BILLING TO DPS</b> | <b>\$297,405</b> |
|---------------------------------|------------------|

# Interagency Agreement

## Amendment 2

### State of Minnesota

SWIFT Contract Number: 120900

SWIFT Purchase Order Number: 3000045957

|                            |                   |                              |                     |
|----------------------------|-------------------|------------------------------|---------------------|
| Agreement Start Date:      | <u>02/10/2017</u> | Total Agreement Amount:      | <u>\$297,405.00</u> |
| Original Expiration Date:  | <u>03/31/2017</u> | Original Agreement:          | <u>\$200,000.00</u> |
| Current Expiration Date:   | <u>03/31/2018</u> | Previous Amendment(s) Total: | <u>\$ 97,405.00</u> |
| Requested Expiration Date: | <u>N/A</u>        | This Amendment:              | <u>\$ 0.00</u>      |

This Amendment is by and between the Minnesota Department of Public Safety, acting on behalf of the Office of Justice Programs ("DPS" and the Minnesota Department of Corrections ("DOC").

#### Recitals

1. DPS and DOC have an interagency agreement identified as SWIFT contract 120900 ("Original Agreement") for corresponding to VINE and CHOICE requirements.
2. DPS and DOC wish to revise Exhibit A.
3. DPS and DOC mutually agree to amend the Original Agreement as stated below.

#### Agreement Amendment

In this Amendment, changes to pre-existing Agreement language will use ~~strike-through~~ for deletions and underlining for insertions.

REVISION 1. Clause 3, **Consideration and Payment**, is amended as follows:

#### 3. Consideration and Payment

The total obligation of DPS for all compensation and reimbursements under this Agreement will not exceed **Two hundred ninety seven thousand four hundred five and 00/100 dollars (\$297,405.00)** as identified in and consistent with ~~Exhibit A~~ Exhibit A – Amendment 1, which is attached and made a part of this Agreement.

Itemized invoices will be filed in arrears, not more than monthly, and within 30 days of the period covered by the invoice for work satisfactorily performed. Final invoice must be received no later than April 30, 2018.

Except as amended herein, the terms and conditions of the Original Agreement and all previous amendments remain in full force and effect.

#### 1. STATE ENCUMBRANCE VERIFICATION

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

Signed: **NOT APPLICABLE – NO CHANGE IN FUNDING**

Date: 9/19/2017

SWIFT PO Number: 3000045957

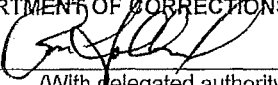
#### 3. DEPT. OF PUBLIC SAFETY; OFFICE OF JUSTICE PROGRAMS

By: Raeone Magnuson  
(With delegated authority)

Title: Director - OJP

Date: 9-25-17

2. DEPARTMENT OF CORRECTIONS

By:   
(With delegated authority)

Title: Deputy Commissioner

Date: 9/19/17



## EXHIBIT A - AMENDMENT 1

Budget for the DPS-DOC VINE/MN CHOICE Interagency Agreement

2/10/17 to 3/31/18

| A. PERSONNEL       |               |           |                 |           |
|--------------------|---------------|-----------|-----------------|-----------|
| Name/Position      | Annual salary | % of time | Number of years | Total     |
| Management Analyst | \$48,912      | 1.00      | 1.5             | \$73,368  |
| Management Analyst | \$48,912      | 1.00      | 1.5             | \$73,368  |
| Management Analyst | \$50,118      | 1.00      | 0.67            | \$33,412  |
| Total Personnel    |               |           |                 | \$180,148 |

| B. FRINGE                                 |  |           |                 |          |
|---|--|-----------|-----------------|----------|
| Name/Position (Match highlighted in blue) | Total fringe per year<br>(retirement,<br>insurance, FICA)* | % of time | Number of years | Total    |
| Management Analyst                        | \$22,653   | 1.00      | 1.5             | \$33,980 |
| Management Analyst                        | \$22,653   | 1.00      | 1.5             | \$33,980 |
| Management Analyst                        | \$22,502   | 1.00      | 0.67            | \$15,001 |
| Total Fringe                              |  |           |                 | \$82,960 |

| C. TRAVEL   |   |         |
|---|---|---------|
| Purpose of travel   | Description/computation   | Costs   |
| Trainings/meetings with advocates, law enforcement, probation and corrections agents, and county attorney staff on new notification options through CHOICE and other enhanced features. | Travel by two DOC/OJP staff to conduct trainings/meetings in 10 separate locations around Minnesota. No overnight stay required. Average roundtrip mileage per trip @ 200 miles x \$.55/mile x 10 trainings.  | \$1,100 |
|   | Travel by two DOC/OJP staff to conduct trainings or meetings in 10 separate locations around Minnesota. One night stay required. Average roundtrip mileage per trip @ 400 miles x \$.55/mile x 10 events * 2 staff members * 1 night lodging at \$85/night + meal per diem. | \$4,360 |
| Total Travel  |   | \$5,460 |

| D. SUPPLIES  |   |          |
|--|---|----------|
| Supply items   | Computation   | Cost     |
| Display materials for conferences, presentations, and public events                                      | Two sets of promotional displays/exhibits, table coverings, and signage: @ \$1000 for VINE and \$1500 for CHOICE; and dedicated training/display computer with expanded monitor @ \$1500. DOC will purchase their own supplies/equipment directly and request reimbursement from DPS.                 | \$3,000  |
| Computers set ups, software licenses, and software training for Management Analysts and student workers. | Two laptops @ \$1000 each; one desktop @ \$500; 3 double screen monitor set ups @ 1300 per set; and \$200 for each keyboard/mouse/peripherals set up. Three Enterprise licenses for Adobe Acrobat Pro DC @ \$50 for each of 3 staff members; Sharepoint training @ \$500 for each of 3 staff members. | \$8,650  |
| Total Supplies   |   | \$11,650 |

| G. CONSULTANTS/CONTRACTS                 |   |          |
|--|---|----------|
| Contracted worker                        | Description   |          |
| Contracted workers (DOC student workers) | <b>Safety Tracking Database:</b><br>Life sentence data entry = 46 hours @ \$14.71/hour; Safety planning data entry = 350 hours @ \$14.71/hour (2 student workers at this rate);<br>Safety planning data entry = 175.15 hours @ \$14.23/hour (1 student worker at this rate)<br>RJ Database: RJ related data entry = 350 hours @ 14.71/hour. | \$13,467 |
| Total consultants/contracts              |   | \$13,467 |

| H. OTHER COSTS   |  |         |
|--|--|---------|
| Microsoft Excell Training for management analysts and VARJP staff. | Full day training at Minnesota Science Museum for 12 attendees: Group rate for 8 attendees: \$2480 per (group rate is \$1,240 per half-day session). Cost for 4 additional attendees: \$310 (cost is \$155 each per half day). | \$3,720 |
| Total Other Costs  |  | \$3,720 |

|       |  |           |
|-------|--|-----------|
| TOTAL |  | \$297,405 |
|-------|--|-----------|



# Interagency Agreement Amendment 3 State of Minnesota

SWIFT Contract Number: 120900  
SWIFT Purchase Order Number: 3000045957

|                            |                   |                              |                     |
|----------------------------|-------------------|------------------------------|---------------------|
| Agreement Start Date:      | <u>02/10/2017</u> | Total Agreement Amount:      | <u>\$297,405.00</u> |
| Original Expiration Date:  | <u>03/31/2017</u> | Original Agreement:          | <u>\$200,000.00</u> |
| Current Expiration Date:   | <u>03/31/2018</u> | Previous Amendment(s) Total: | <u>\$ 97,405.00</u> |
| Requested Expiration Date: | <u>N/A</u>        | This Amendment:              | <u>\$ 0.00</u>      |

This Amendment is by and between the Minnesota Department of Public Safety, acting on behalf of the Office of Justice Programs ("DPS" and the Minnesota Department of Corrections ("DOC").

## Recitals

1. DPS and DOC have an interagency agreement identified as SWIFT contract 120900 ("Original Agreement") for corresponding to VINE and CHOICE requirements.
2. DPS and DOC wish to revise the budget identified as Exhibit A – Amendment 1.
3. DPS and DOC mutually agree to amend the Original Agreement as stated below.

## Agreement Amendment

In this Amendment, changes to pre-existing Agreement language will use strike-through for deletions and underlining for insertions.

REVISION 1. Clause 3, Consideration and Payment, is amended as follows:

### 3. Consideration and Payment

The total obligation of DPS for all compensation and reimbursements under this Agreement will not exceed **Two hundred ninety seven thousand four hundred five and 00/100 dollars (\$297,405.00)** as identified in and consistent with ~~Exhibit A—Amendment 4~~ Exhibit A – Amendment 2 which is attached and made a part of this Agreement.

Itemized invoices will be filed in arrears, not more than monthly, and within 30 days of the period covered by the invoice for work satisfactorily performed. Final invoice must be received no later than April 30, 2018.

Except as amended herein, the terms and conditions of the Original Agreement and all previous amendments remain in full force and effect.

### 1. STATE ENCUMBRANCE VERIFICATION

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

Signed: **NOT APPLICABLE – NO CHANGE IN FUNDING**

Date: \_\_\_\_\_

SWIFT PO Number: 3000045957

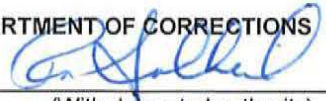
### 3. DEPT. OF PUBLIC SAFETY; OFFICE OF JUSTICE PROGRAMS

By: Raeon Magnusson  
(With delegated authority)

Title: Director OTJ

Date: 3-27-18

2. DEPARTMENT OF CORRECTIONS

By:   
(With delegated authority)

Title: Deputy Commissioner

Date: 3/27/18

**EXHIBIT A - AMENDMENT 2**

Budget for the DPS-DOC VINE/MN CHOICE Interagency Agreement  
2/10/17 to 3/31/18

| A. PERSONNEL       |               |           |                 |             |
|--------------------|---------------|-----------|-----------------|-------------|
| Name/Position      | Annual salary | % of time | Number of years | Total       |
| Management Analyst | \$44,886      | 1.00      | 0.92            | \$41,309.08 |
| Management Analyst | \$41,163      | 1.00      | 0.76            | \$31,189.05 |
| Management Analyst | \$50,118      | 1.00      | 0.18            | \$9,249.60  |
| Total Personnel    |               |           |                 | \$81,748    |

| B. FRINGE                                 |  |           |                 |             |
|---|--|-----------|-----------------|-------------|
| Name/Position (Match highlighted in blue) | Total fringe per year (retirement, insurance, FICA)* | % of time | Number of years | Total       |
| Management Analyst                        | \$22,653   | 1.00      | 0.95            | \$21,627.31 |
| Management Analyst                        | \$16,668   | 1.00      | 0.73            | \$12,132.92 |
| Management Analyst                        | \$3,938  | 1.00      | 0.18            | \$708.81    |
| Total Fringe                              |  |           |                 | \$34,469    |

| C. TRAVEL         |                         |       |
|-------------------|-------------------------|-------|
| Purpose of travel | Description/computation | Costs |
|                   |                         |       |
| Total Travel      |                         | \$0   |

| E. SUPPLIES  |  |          |
|--|--|----------|
| Supply items   | Computation  | Cost     |
| Display materials for conferences, presentations, and public events                                      | (1) One Haven promotional display/exhibits, table coverings, and signage \$1000<br>(2) Two Dedicated training/display laptop computers for DOC/Haven @ \$1000 each.<br>(3) Two Touch Screen 49" Floor Standing Digital Kiosk Displays for two units in DOC VARJP promoting and training on Haven (including tax and shipping) @ \$4,500 each | \$12,500 |
| Computers set ups, software licenses, and software training for Management Analysts and student workers. | Two laptops @ \$1000 each; one desktop @ \$500; 3 double screen monitor set ups @ 1300 per set; and \$200 for each keyboard/mouse/peripherals set up. Three Enterprise licenses for Adobe Acrobat Pro DC @ \$50 for each of 3 staff memers; Sharepoint training @ \$500 for each of 3 staff members.   | \$8,650  |
| Total Supplies   |  | \$21,150 |



| G. CONSULTANTS/CONTRACTS                 |   |          |          |
|--|---|----------|----------|
| Contracted worker                        | Description   |          |          |
| Videography                              | Hire consultant to create instructional and informative videos using professional actors; videos to be embedded into website for public users of Haven service. Based on quote from previous work: video company staff hours (all at \$81.50/hour) 142 hours = \$11,573, script reviews and project management @ 20     | \$18,767 |          |
| Translation and accessibility expenses   | Translate print materials and website language into 5 languages (\$500 per brochure x 9 brochures x 5 languages; \$150 per page x 20 pages of web content converted to information sheets x 5 languages; \$200 per form x 8 forms x 5 languages, 5 posters *5 languages x \$100); and use graphics specialist to ensure | \$48,700 |          |
| Contracted workers (DOC student workers) | Safety Tracking Database:<br>Life sentence data entry = 46 hours @ \$14.71/hour; Safety planning data entry = 350 hours @ \$14.71/hour (2 student workers at this rate); Safety planning data entry = 175.19 hours @ \$14.23/hour (1 student worker at this rate)   | 13,467   |          |
| Total consultants/contracts              |   |          | \$80,934 |

| H. OTHER COSTS   |  |            |          |
|--|--|------------|----------|
| Marketing of Haven   | Printing of 9 Haven brochures in English and Spanish @ \$1650 per 20,000   | \$29,700   |          |
|  | Printing of two sided Haven pocket cards (English/Spanish), 30,000 (\$825 per 10,000)  | \$2,475    |          |
|  | Printing of Haven posters in 6 languages, \$100 per 100, 800 total   | \$4,800    |          |
|  | Printing web content for binders for county attorney's offices: Photocopying: 6 languages x 87 offices x @ \$.15/page 30 pages, plus 87 binders @ \$2.50/each  | \$2,567    |          |
|  | Promotional items for tabling and training (6000 count of 2 separate promotional items @ \$.75/item, and 6000 count of 1 promotional item @ \$1.25/item)   | \$16,500   |          |
|  | Total Marketing  |            | \$56,042 |
| Photo subscription   | Cost to purchase 50 stock photos for Haven website and print materials at average price of \$25 per image through stock photo licensing vendor.  |            | \$1,250  |
| Training for DOC staff on software tools for data management, desk top publishing, graphics, accessibility, and word processing. | SharePoint training @ \$500 for each of 3 staff members (Science Museum of MN). (completed)  | \$1,500.00 |          |
|  | Full day Excel training at for 12 attendees: Group rate for 8 attendees: \$2480 per (group rate is \$1,240 per half-day session). Cost for 4 additional attendees: \$310 (cost is \$155 each per half day) (Science Museum of Minnesota) (completed) | \$2,790    |          |
|  | InDesign Training for Management Analysts: 2.5 day training (5 sessions ) x \$159/session x 5 staff = \$3975   | \$3,975    |          |
|  | One day (two session) InfoPath training for Management Analysts x \$149/session x 5 staff = \$1788   | \$1,788    |          |
|  | Full day Excel Training (2 sessions) x 3 new VARJP staff x \$156.67/session = \$940  | \$940      |          |
|  | Total Staff Training Expense   |            | \$10,993 |
| Software licenses  | InDesign Software \$550/license x 10 staff = \$6050; and Visio Software license: \$160/license x 10 staff = \$1760   |            | \$7,100  |

|  |  |           |
|--|--|-----------|
| Microsoft Excell Training for management analysts and VARJP staff. | Full day training at Minnesota Science Museum for 12 attendees: Group rate for 8 attendees: \$2480 per (group rate is \$1,240 per half-day session). Cost for 4 additional attendees: \$310 (cost is \$155 each per half day). | \$3,720   |
| Total Other Costs  |  | \$79,105  |
| TOTAL  |  | \$297,405 |

# Interagency Agreement

## Amendment #1

### State of Minnesota

DPS Contract Number: 88308

DNR Contract Number: 95255

|                            |                   |                              |                       |
|----------------------------|-------------------|------------------------------|-----------------------|
| Agreement Start Date:      | <u>07/01/2015</u> | Total Agreement Amount:      | <u>\$1,370,010.00</u> |
| Original Expiration Date:  | <u>06/30/2017</u> | Original Agreement:          | <u>\$ 671,760.00</u>  |
| Current Expiration Date:   | <u>06/30/2017</u> | Previous Amendment(s) Total: | <u>\$ 0.00</u>        |
| Requested Expiration Date: | <u>06/30/2019</u> | This Amendment:              | <u>\$ 698,250.00</u>  |

This Amendment is between the Minnesota Department of Natural Resources, acting on behalf of its Enforcement Division ("DNR"), and the Minnesota Department of Public Safety, acting on behalf of the Minnesota State Patrol ("DPS").

### Recitals

1. DNR and DPS have an interagency agreement identified as SWIFT contract 88308 [DPS] and SWIFT contract 92281 [DNR] ("Original Agreement") for radio communications dispatching services.
2. DNR and DPS wish to extend the Original Agreement for two (2) additional years and amend the existing service rates and costs.
3. DNR and DPS mutually agree to amend the Original Agreement as stated below.

### Agreement Amendment

In this Amendment, changes to pre-existing Agreement language will use strike-through for deletions and underlining for insertions.

**REVISION 1.** Clause 1, **Term of Agreement**, is amended as follows:

#### 1 Term of Agreement

- 1.1 **Effective Date.** July 1, 2015, or the date the DNR obtains all required signatures under Minnesota Statutes § 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration Date.** ~~June 30, 2017~~ June 30, 2019, or until all obligations have been satisfactorily fulfilled.

**REVISION 2.** Clause 2, **Scope of Work**, section 2.2.6 is amended as follows:

- 2.2.6 A new contract or amendment to the Original Agreement must be written and fully executed before ~~June 30, 2017~~ June 30, 2019 by the DNR or all services will be stopped as of ~~June 30, 2017~~ June 30, 2019.

**REVISION 3.** Clause 3, **Consideration and Payment**, is amended as follows:

#### 3 Consideration and Payment

- 3.1 **Consideration** for all services performed by DPS pursuant to the Agreement shall be paid by DNR as follows:
  - 3.1.1 For radio communications dispatch services at a flat rate of \$249,500.00 for state fiscal year 2016 (July 1, 2015 through June 30, 2016), and \$249,500.00 for state fiscal year 2017 (July 1, 2016 through June 30, 2017), and at a flat rate of \$261,975.00 for state fiscal year 2018 (July 1, 2017 through June 30, 2018), and \$261,975.00 for state fiscal year 2019 (July 1, 2018 through June 30, 2019).
  - 3.1.2 For CAD connectivity, an annual fees of \$67,680.00 for state fiscal year 2016, and \$67,680.00 for state fiscal year 2017, \$67,680.00 for state fiscal year 2018, and \$67,680.00 for state fiscal year 2019. The fee of \$67,680.00 is for CAD connectivity of one hundred and eighty-eight (188) mobile data computers at \$360 each per fiscal year.
  - 3.1.3 Additional services or costs for technical support to resolve technical issues/concerns related to CAD and Mobile Data Computers to the DPS data network that are not covered under the flat rate referenced in 3.1.1 will be charged. During state fiscal year 2016 and state fiscal year 2017, a at the straight time rate of \$63.90 per hour and at the overtime rate of \$95.85 when requested and approved by the DNR not to exceed \$15,400.00 annually. During state fiscal year 2018 and state fiscal year 2019, a straight time rate of \$67.10 per hour and an overtime rate of \$100.64 per hour when requested and approved by the DNR not to exceed \$16,170.00 annually.



- 3.1.4 An annual fee of \$3,300.00 will be paid for having over forty (40) mobile data computers on the system.
- 3.2 **Terms of Payment.** The DNR shall make payment within 30 days after the DPS has presented invoices to DNR for services satisfactorily performed. DPS shall invoice the DNR annually on December 1<sup>st</sup> of each state fiscal year for each state fiscal year's services stated in this Agreement.

The total obligation of DNR for all compensation and reimbursements to DPS under sub-section 3.1.1 through 3.1.4 of this Agreement will not exceed \$335,880.00 for Fiscal Year 2016, and \$335,880.00 for Fiscal Year 2017, \$349,125.00 for Fiscal Year 2018 and \$349,125.00 for Fiscal Year 2019 for a total of \$674,760.00 \$1,370,010.00 under this agreement.

**REVISION 4.** Clause 9, **Extension Option**, is deleted in its entirety as follows:

~~9~~ **Extension Option**

~~There will be no extension option for this contract. A new contract will need to be written and fully executed before June 30, 2017 by the DNR or all services will be stopped as of June 30, 2017.~~

Except as amended herein, the terms and conditions of the Original Agreement and all previous amendments remain in full force and effect.

1. **STATE ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minnesota Statutes §§16A.15 and 16C.05.*

Signed: Gerard Muse

Date: 6/21/17

SWIFT PO No.: 3000078050

3. **DEPARTMENT OF NATURAL RESOURCES;  
ENFORCEMENT DIVISION**

Signed:   
(with delegated authority)

Title: Director

Date: 6/21/17

2. **DEPARTMENT OF PUBLIC SAFETY;  
MINNESOTA STATE PATROL**

Signed:   
(with delegated authority)

Title: Chief

Date: 6.23.17

ORIGINAL

DPS Contract # 88308  
DNR Contract #: 92281  
DNR PO#: 3000078050

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT  
DPS-DNR Radio Communications Dispatching Services**

This agreement is between the Minnesota Department of Natural Resources – Enforcement Division (DNR) and the Minnesota Department of Public Safety, State Patrol Division (DPS).

**Agreement**

**1 Term of Agreement**

- 1.1 **Effective date:** July 1, 2015, or the date the DNR obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** June 30, 2017, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**2 Scope of Work**

**2.1 DPS DUTIES**

DPS shall:

- 2.1.1 Operate and maintain a radio communications broadcast system for the primary purpose of providing dispatching services. Such radio communications broadcast system shall be made available and accessible by the DPS to law enforcement personnel of the Enforcement Division of the DNR.
- 2.1.2 DPS shall provide radio communications dispatching services for the law enforcement personnel of the Enforcement Division of the DNR as per mutual agreement of contract protocols. DPS shall implement contract protocols as agreed to consistently in all dispatch locations.
- 2.1.3 The law enforcement personnel of the Enforcement Division of the DNR and the law enforcement personnel of the DPS shall have joint use and right to all of the dispatching services provided.
- 2.1.4 DPS shall provide dispatch service to the Turn In Poachers anonymous report line for DNR Enforcement during periods when DNR personnel are unavailable or not scheduled, including but not limited to non-business hours, holidays and weekends.

**2.2 DNR'S DUTIES**

DNR shall:

- 2.2.1 Provide, operate and maintain mobile voice radio communications equipment in compliance with DPS requirements.
- 2.2.2 Provide any and all subscriber equipment necessary for DNR's law enforcement personnel to use the data radio communications system.
- 2.2.3 Provide all software licensing and related software maintenance for DNR's users.
- 2.2.4 Make payment separate from this agreement for any additional services or costs incurred to provide access to systems, which are not part of the DPS's voice radio communications broadcast system, and are deemed necessary or requested by the DNR, including but not limited to per device fees for user access to CJIS.
- 2.2.5 Make payment separate from this agreement for any additional services or costs incurred to provide access to DPS's data information network systems, deemed necessary or requested by the DNR, including but not limited to user software licensing, software development, operations and/or maintenance, technical assistance and hardware. If the DNR requests additional functionality, products or other changes to support their needs, then DPS will assess the feasibility of implementing the request including providing itemized estimates of development, software, support, etc. Both parties must agree to the changes prior to any work



being done.

- 2.2.6 A new contract must be written and fully executed before June 30, 2017 by the DNR or all services will be stopped as of June 30, 2017.

### **3 Consideration and Payment**

3.1 Consideration for all services performed by DPS pursuant to the Agreement shall be paid by the DNR as follows:

- 3.1.1 For radio communications dispatch services at a flat rate of \$249,500.00 for state fiscal year 2016 (July 1, 2015 through June 30, 2016) and \$249,500.00 for state fiscal year 2017 (July 1, 2016 through June 30, 2017).
- 3.1.2 For CAD connectivity, an annual fee of \$67,680.00 for state fiscal year 2016 and \$67,680.00 for state fiscal year 2017. The fee of \$67,680.00 is for CAD connectivity of one hundred and eighty-eight (188) mobile data computers at \$360 each per fiscal year.
- 3.1.3 Additional services or costs for technical support to resolve technical issues/concerns related to CAD and Mobile Data Computers to the DPS data network that are not covered under the flat rate referenced in 3.1.1 will be charged at the straight time rate of \$63.90 per hour and at the overtime rate of \$95.85 when requested and approved by the DNR not to exceed \$15,400.00 annually.
- 3.1.4 An annual fee of \$3,300.00 will be paid for having over forty (40) mobile data computers on the system.

3.2 Terms of Payment. The DNR shall make payment within 30 days after the DPS has presented invoices to DNR for services satisfactorily performed. DPS shall invoice the DNR annually on December 1<sup>st</sup>, of each state fiscal year for each state fiscal year's services stated in this agreement.

The total obligation of DNR for all compensation and reimbursements to DPS under sub-section 3.1.1 through 3.1.4 of this agreement will not exceed \$335,880.00 for Fiscal Year 2016 and \$335,880.00 for Fiscal Year 2017 for a total of \$671,760.00 under this agreement.

### **4 Conditions of Payment**

All services provided by DPS under this agreement must be performed to DNR's satisfaction, as determined at the sole discretion of DNR's Authorized Representative.

### **5 Authorized Representative**

DNR's Authorized Representative is Lt Col Rodmen Smith, DNR/Enforcement Division, 500 Lafayette Road, St. Paul, MN 55155, (651) 259-5054, or his successor.

DPS' Authorized Representative is Major Bruce Brynell, MSP Headquarters, 445 Minnesota Street, Suite 130, St. Paul, MN 55101-5130, (651) 201-7145, or his/her successor.

### **6 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.

**7 Liability**

Each party will be responsible for its own acts and behavior and the results thereof.

**8 Termination**

Either party may terminate this agreement at any time, with or without cause, upon 60 days' written notice to the other party. In the event of a termination, the DPS shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

**9. Extension Option**

There will be no extension option for this contract. A new contract will need to be written and fully executed before June 30, 2017 by the DNR or all services will be stopped as of June 30, 2017.

**10. Coordination and Planning**

The DPS Authorized Representative shall provide notice to the DNR Authorized Representative, as close as possible the thirty (30) days in advance, of meetings, discussions, and sessions that relate to services, equipment, and/or operation of the communication system that relate to the DNR's use of the communications system.

**11. Data Practices**

Both DPS and DNR will comply with the Minnesota Data Practices Act in accordance with this Agreement and as it applies to all created, gathered, generated, or acquired data.

**1. DNR ENCUMBRANCE VERIFICATION**

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

Signed: Brenda Muehl

Date: 6/25/15

**3. MINNESOTA DEPARTMENT OF NATURAL RESOURCES – ENFORCEMENT DIVISION**

By: KESm  
(with delegated authority)

Title: Director of Enforcement

Date: 6/25/15

**2. MN DEPARTMENT OF PUBLIC SAFETY**

By: [Signature]  
(With delegated authority)

Title: Chief

Date: 4/30/15

# Interagency Agreement Amendment 1 State of Minnesota

SWIFT Contract Number: 120900  
SWIFT Purchase Order Number: 3000045957

|                            |                   |                              |                     |
|----------------------------|-------------------|------------------------------|---------------------|
| Agreement Start Date:      | <u>02/10/2017</u> | Total Agreement Amount:      | <u>\$297,405.00</u> |
| Original Expiration Date:  | <u>03/31/2017</u> | Original Agreement:          | <u>\$200,000.00</u> |
| Current Expiration Date:   | <u>03/31/2017</u> | Previous Amendment(s) Total: | <u>\$ 0.00</u>      |
| Requested Expiration Date: | <u>03/31/2018</u> | This Amendment:              | <u>\$ 97,405.00</u> |

This Amendment is by and between the Minnesota Department of Public Safety, acting on behalf of the Office of Justice Programs ("DPS" and the Minnesota Department of Corrections ("DOC").

## Recitals

1. DPS and DOC have an interagency agreement identified as SWIFT contract 120900 ("Original Agreement") for corresponding to VINE and CHOICE requirements.
2. DPS and DOC wish to extend the Original Agreement for one (1) additional year.
3. DPS and DOC mutually agree to amend the Original Agreement as stated below.

## Agreement Amendment

In this Amendment, changes to pre-existing Agreement language will use ~~strike-through~~ for deletions and underlining for insertions.

REVISION 1. Clause 1, **Term of Agreement**, is amended as follows:

### 1. Term of Agreement

- 1.1 **Effective Date.** ~~February 10, 2017~~ or the date the State obtains all required signatures under Minnesota Statutes § 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration Date.** ~~March 31, 2017~~ March 31, 2018 or until all obligations have been satisfactorily fulfilled, whichever occurs first.

REVISION 2. Clause 3, **Consideration and Payment**, is amended as follows:

### 3. Consideration and Payment

The total obligation of DPS for all compensation and reimbursements under this Agreement will not exceed ~~Two Hundred Thousand and 00/100 Dollars (\$200,000.00)~~ Two hundred ninety seven thousand four hundred five and 00/100 dollars (\$297,405.00) as identified in and consistent with Exhibit A which is attached and made a part of this Agreement.

Itemized invoices will be filed in arrears, not more often than monthly, and within 30 days of the period covered by the invoice for work satisfactorily performed. Final invoice must be received no later than ~~April 30, 2017~~ April 30, 2018.

Except as amended herein, the terms and conditions of the Original Agreement and all previous amendments remain in full force and effect.

1. STATE ENCUMBRANCE VERIFICATION

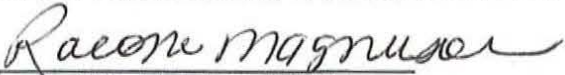
Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed: 

Date: 05/22/2017

SWIFT PO Number: 3000045957

3. DEPT. OF PUBLIC SAFETY; OFFICE OF JUSTICE PROGRAMS

By:   
(With delegated authority)

Title: Director OTP

Date: 5-22-17

2. DEPARTMENT OF CORRECTIONS

By:   
(With delegated authority)

Title: Deputy Commissioner

Date: 5/15/2017

**EXHIBIT A**

Budget for the DPS-DOC VINE/MN CHOICE Interagency Agreement

2/10/17 to 3/31/18

| A. PERSONNEL              |  |           |                 |           |
|---------------------------|--|-----------|-----------------|-----------|
| Name/Position             | Annual salary  | % of time | Number of years | Total     |
| Management Analyst        | \$48,912   | 1.00      | 1.5             | \$73,368  |
| Management Analyst        | \$48,912   | 1.00      | 1.5             | \$73,368  |
| Student worker (clerical) | \$29,003   | 1.00      | 1.5             | \$43,505  |
| DOC student workers       | Safety Tracking Database: Life sentence data entry = 46 hours @ \$14.71/hour; safety planning data entry = 350 @ \$14.71/hour; RJ Database: Rj related data entry = 350 hours @14.71/hour. |           |                 | \$10,974  |
| Total Personnel           |  |           |                 | \$201,215 |

| <b>B. FRINGE</b>                          |  |           |                 |                 |
|---|--|-----------|-----------------|-----------------|
| Name/Position (Match highlighted in blue) | Total fringe per year (retirement, insurance, FICA)* | % of time | Number of years | Total           |
| Management Analyst                        | \$22,653   | 1.00      | 1.5             | \$33,980        |
| Management Analyst                        | \$22,653   | 1.00      | 1.5             | \$33,980        |
| Student worker (clerical)                 | \$7,414  | 1.00      | 1.5             | \$11,121        |
| <b>Total Fringe</b>                       |  |           |                 | <b>\$79,080</b> |

| <b>C. TRAVEL</b>  |  |                |
|---|--|----------------|
| Purpose of travel   | Description/computation  | Costs          |
| Trainings/meetings with advocates, law enforcement, probation and corrections agents, and county attorney staff on new notification options through CHOICE and other enhanced features. | Travel by two DOC/OJP staff to conduct trainings/meetings in 10 separate locations around Minnesota. No overnight stay required. | \$1,100        |
|   | Travel by two DOC/OJP staff to conduct trainings or meetings in 10 separate locations around Minnesota. One night stay required. | \$4,360        |
| <b>Total Travel</b>   |  | <b>\$5,460</b> |

| <b>E. SUPPLIES</b>   |   |                 |
|--|---|-----------------|
| Supply items   | Computation   | Cost            |
| Display materials for conferences, presentations, and public events                                      | Two sets of promotional displays/exhibits, table coverings, and signage: @ \$1000 for VINE and \$1500 for CHOICE; and dedicated training/display computer with expanded monitor @ \$1500. DOC will purchase their own supplies/equipment directly and request reimbursement from DPS.                 | \$3,000         |
| Computers set ups, software licenses, and software training for Management Analysts and student workers. | Two laptops @ \$1000 each; one desktop @ \$500; 3 double screen monitor set ups @ 1300 per set; and \$200 for each keyboard/mouse/peripherals set up. Three Enterprise licenses for Adobe Acrobat Pro DC @ \$50 for each of 3 staff members; Sharepoint training @ \$500 for each of 3 staff members. | \$8,650         |
| <b>Total Supplies</b>  |   | <b>\$11,650</b> |

|                                 |                  |
|---------------------------------|------------------|
| <b>TOTAL DOC BILLING TO DPS</b> | <b>\$297,405</b> |
|---------------------------------|------------------|



# Interagency Agreement

## Amendment 2

### State of Minnesota

SWIFT Contract Number: 120900

SWIFT Purchase Order Number: 3000045957

|                            |                   |                              |                     |
|----------------------------|-------------------|------------------------------|---------------------|
| Agreement Start Date:      | <u>02/10/2017</u> | Total Agreement Amount:      | <u>\$297,405.00</u> |
| Original Expiration Date:  | <u>03/31/2017</u> | Original Agreement:          | <u>\$200,000.00</u> |
| Current Expiration Date:   | <u>03/31/2018</u> | Previous Amendment(s) Total: | <u>\$ 97,405.00</u> |
| Requested Expiration Date: | <u>N/A</u>        | This Amendment:              | <u>\$ 0.00</u>      |

This Amendment is by and between the Minnesota Department of Public Safety, acting on behalf of the Office of Justice Programs ("DPS" and the Minnesota Department of Corrections ("DOC").

#### Recitals

1. DPS and DOC have an interagency agreement identified as SWIFT contract 120900 ("Original Agreement") for corresponding to VINE and CHOICE requirements.
2. DPS and DOC wish to revise Exhibit A.
3. DPS and DOC mutually agree to amend the Original Agreement as stated below.

#### Agreement Amendment

In this Amendment, changes to pre-existing Agreement language will use ~~strike-through~~ for deletions and underlining for insertions.

REVISION 1. Clause 3, **Consideration and Payment**, is amended as follows:

#### 3. Consideration and Payment

The total obligation of DPS for all compensation and reimbursements under this Agreement will not exceed **Two hundred ninety seven thousand four hundred five and 00/100 dollars (\$297,405.00)** as identified in and consistent with ~~Exhibit A~~ Exhibit A – Amendment 1, which is attached and made a part of this Agreement.

Itemized invoices will be filed in arrears, not more than monthly, and within 30 days of the period covered by the invoice for work satisfactorily performed. Final invoice must be received no later than April 30, 2018.

Except as amended herein, the terms and conditions of the Original Agreement and all previous amendments remain in full force and effect.

#### 1. STATE ENCUMBRANCE VERIFICATION

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

Signed: NOT APPLICABLE – NO CHANGE IN FUNDING

Date: 9/19/2017

SWIFT PO Number: 3000045957

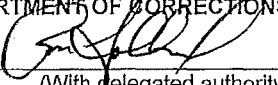
#### 3. DEPT. OF PUBLIC SAFETY; OFFICE OF JUSTICE PROGRAMS

By: Raeone Magnuson  
(With delegated authority)

Title: Director - OJP

Date: 9-25-17

2. DEPARTMENT OF CORRECTIONS

By:   
(With delegated authority)

Title: Deputy Commissioner

Date: 9/19/17

## EXHIBIT A - AMENDMENT 1

Budget for the DPS-DOC VINE/MN CHOICE Interagency Agreement

2/10/17 to 3/31/18

| A. PERSONNEL       |               |           |                 |           |
|--------------------|---------------|-----------|-----------------|-----------|
| Name/Position      | Annual salary | % of time | Number of years | Total     |
| Management Analyst | \$48,912      | 1.00      | 1.5             | \$73,368  |
| Management Analyst | \$48,912      | 1.00      | 1.5             | \$73,368  |
| Management Analyst | \$50,118      | 1.00      | 0.67            | \$33,412  |
| Total Personnel    |               |           |                 | \$180,148 |

| B. FRINGE                                 |  |           |                 |          |
|---|--|-----------|-----------------|----------|
| Name/Position (Match highlighted in blue) | Total fringe per year<br>(retirement,<br>insurance, FICA)* | % of time | Number of years | Total    |
| Management Analyst                        | \$22,653   | 1.00      | 1.5             | \$33,980 |
| Management Analyst                        | \$22,653   | 1.00      | 1.5             | \$33,980 |
| Management Analyst                        | \$22,502   | 1.00      | 0.67            | \$15,001 |
| Total Fringe                              |  |           |                 | \$82,960 |

| C. TRAVEL   |   |         |
|---|---|---------|
| Purpose of travel   | Description/computation   | Costs   |
| Trainings/meetings with advocates, law enforcement, probation and corrections agents, and county attorney staff on new notification options through CHOICE and other enhanced features. | Travel by two DOC/OJP staff to conduct trainings/meetings in 10 separate locations around Minnesota. No overnight stay required. Average roundtrip mileage per trip @ 200 miles x \$.55/mile x 10 trainings.  | \$1,100 |
|   | Travel by two DOC/OJP staff to conduct trainings or meetings in 10 separate locations around Minnesota. One night stay required. Average roundtrip mileage per trip @ 400 miles x \$.55/mile x 10 events * 2 staff members * 1 night lodging at \$85/night + meal per diem. | \$4,360 |
| Total Travel  |   | \$5,460 |

| D. SUPPLIES  |   |          |
|--|---|----------|
| Supply items   | Computation   | Cost     |
| Display materials for conferences, presentations, and public events                                      | Two sets of promotional displays/exhibits, table coverings, and signage: @ \$1000 for VINE and \$1500 for CHOICE; and dedicated training/display computer with expanded monitor @ \$1500. DOC will purchase their own supplies/equipment directly and request reimbursement from DPS.                 | \$3,000  |
| Computers set ups, software licenses, and software training for Management Analysts and student workers. | Two laptops @ \$1000 each; one desktop @ \$500; 3 double screen monitor set ups @ 1300 per set; and \$200 for each keyboard/mouse/peripherals set up. Three Enterprise licenses for Adobe Acrobat Pro DC @ \$50 for each of 3 staff members; Sharepoint training @ \$500 for each of 3 staff members. | \$8,650  |
| Total Supplies   |   | \$11,650 |



| G. CONSULTANTS/CONTRACTS                 |  |          |
|--|--|----------|
| Contracted worker                        | Description  |          |
| Contracted workers (DOC student workers) | <b>Safety Tracking Database:</b><br>Life sentence data entry = 46 hours @ \$14.71/hour; Safety planning data entry = 350 hours @ \$14.71/hour (2 student workers at this rate); Safety planning data entry = 175.15 hours @ \$14.23/hour (1 student worker at this rate)<br>RJ Database: RJ related data entry = 350 hours @ 14.71/hour. | \$13,467 |
| Total consultants/contracts              |  | \$13,467 |

| H. OTHER COSTS   |  |         |
|--|--|---------|
| Microsoft Excell Training for management analysts and VARJP staff. | Full day training at Minnesota Science Museum for 12 attendees: Group rate for 8 attendees: \$2480 per (group rate is \$1,240 per half-day session). Cost for 4 additional attendees: \$310 (cost is \$155 each per half day). | \$3,720 |
| Total Other Costs  |  | \$3,720 |

|       |  |           |
|-------|--|-----------|
| TOTAL |  | \$297,405 |
|-------|--|-----------|

# Interagency Agreement Amendment 3 State of Minnesota

SWIFT Contract Number: 120900  
SWIFT Purchase Order Number: 3000045957

|                            |                   |                              |                     |
|----------------------------|-------------------|------------------------------|---------------------|
| Agreement Start Date:      | <u>02/10/2017</u> | Total Agreement Amount:      | <u>\$297,405.00</u> |
| Original Expiration Date:  | <u>03/31/2017</u> | Original Agreement:          | <u>\$200,000.00</u> |
| Current Expiration Date:   | <u>03/31/2018</u> | Previous Amendment(s) Total: | <u>\$ 97,405.00</u> |
| Requested Expiration Date: | <u>N/A</u>        | This Amendment:              | <u>\$ 0.00</u>      |

This Amendment is by and between the Minnesota Department of Public Safety, acting on behalf of the Office of Justice Programs ("DPS" and the Minnesota Department of Corrections ("DOC").

## Recitals

1. DPS and DOC have an interagency agreement identified as SWIFT contract 120900 ("Original Agreement") for corresponding to VINE and CHOICE requirements.
2. DPS and DOC wish to revise the budget identified as Exhibit A – Amendment 1.
3. DPS and DOC mutually agree to amend the Original Agreement as stated below.

## Agreement Amendment

In this Amendment, changes to pre-existing Agreement language will use strike-through for deletions and underlining for insertions.

REVISION 1. Clause 3, Consideration and Payment, is amended as follows:

### 3. Consideration and Payment

The total obligation of DPS for all compensation and reimbursements under this Agreement will not exceed **Two hundred ninety seven thousand four hundred five and 00/100 dollars (\$297,405.00)** as identified in and consistent with ~~Exhibit A—Amendment 4~~ Exhibit A – Amendment 2 which is attached and made a part of this Agreement.

Itemized invoices will be filed in arrears, not more than monthly, and within 30 days of the period covered by the invoice for work satisfactorily performed. Final invoice must be received no later than April 30, 2018.

Except as amended herein, the terms and conditions of the Original Agreement and all previous amendments remain in full force and effect.

### 1. STATE ENCUMBRANCE VERIFICATION

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

Signed: **NOT APPLICABLE – NO CHANGE IN FUNDING**

Date: \_\_\_\_\_

SWIFT PO Number: 3000045957

### 3. DEPT. OF PUBLIC SAFETY; OFFICE OF JUSTICE PROGRAMS

By: Raeon Magnusson  
(With delegated authority)

Title: Director OTJ

Date: 3-27-18

2. DEPARTMENT OF CORRECTIONS

By: 

(With delegated authority)

Title: Deputy Commissioner

Date: 3/27/18

**EXHIBIT A - AMENDMENT 2**

Budget for the DPS-DOC VINE/MN CHOICE Interagency Agreement  
2/10/17 to 3/31/18

| A. PERSONNEL       |               |           |                 |             |
|--------------------|---------------|-----------|-----------------|-------------|
| Name/Position      | Annual salary | % of time | Number of years | Total       |
| Management Analyst | \$44,886      | 1.00      | 0.92            | \$41,309.08 |
| Management Analyst | \$41,163      | 1.00      | 0.76            | \$31,189.05 |
| Management Analyst | \$50,118      | 1.00      | 0.18            | \$9,249.60  |
| Total Personnel    |               |           |                 | \$81,748    |

| B. FRINGE                                 |  |           |                 |             |
|---|--|-----------|-----------------|-------------|
| Name/Position (Match highlighted in blue) | Total fringe per year (retirement, insurance, FICA)* | % of time | Number of years | Total       |
| Management Analyst                        | \$22,653   | 1.00      | 0.95            | \$21,627.31 |
| Management Analyst                        | \$16,668   | 1.00      | 0.73            | \$12,132.92 |
| Management Analyst                        | \$3,938  | 1.00      | 0.18            | \$708.81    |
| Total Fringe                              |  |           |                 | \$34,469    |

| C. TRAVEL         |                         |       |
|-------------------|-------------------------|-------|
| Purpose of travel | Description/computation | Costs |
|                   |                         |       |
| Total Travel      |                         | \$0   |

| E. SUPPLIES  |  |          |
|--|--|----------|
| Supply items   | Computation  | Cost     |
| Display materials for conferences, presentations, and public events                                      | (1) One Haven promotional display/exhibits, table coverings, and signage \$1000<br>(2) Two Dedicated training/display laptop computers for DOC/Haven @ \$1000 each.<br>(3) Two Touch Screen 49" Floor Standing Digital Kiosk Displays for two units in DOC VARJP promoting and training on Haven (including tax and shipping) @ \$4,500 each | \$12,500 |
| Computers set ups, software licenses, and software training for Management Analysts and student workers. | Two laptops @ \$1000 each; one desktop @ \$500; 3 double screen monitor set ups @ 1300 per set; and \$200 for each keyboard/mouse/peripherals set up. Three Enterprise licenses for Adobe Acrobat Pro DC @ \$50 for each of 3 staff memers; Sharepoint training @ \$500 for each of 3 staff members.   | \$8,650  |
| Total Supplies   |  | \$21,150 |



| G. CONSULTANTS/CONTRACTS                 |   |          |          |
|--|---|----------|----------|
| Contracted worker                        | Description   |          |          |
| Videography                              | Hire consultant to create instructional and informative videos using professional actors; videos to be embedded into website for public users of Haven service. Based on quote from previous work: video company staff hours (all at \$81.50/hour) 142 hours = \$11,573, script reviews and project management @ 20     | \$18,767 |          |
| Translation and accessibility expenses   | Translate print materials and website language into 5 languages (\$500 per brochure x 9 brochures x 5 languages; \$150 per page x 20 pages of web content converted to information sheets x 5 languages; \$200 per form x 8 forms x 5 languages, 5 posters *5 languages x \$100); and use graphics specialist to ensure | \$48,700 |          |
| Contracted workers (DOC student workers) | Safety Tracking Database:<br>Life sentence data entry = 46 hours @ \$14.71/hour; Safety planning data entry = 350 hours @ \$14.71/hour (2 student workers at this rate); Safety planning data entry = 175.19 hours @ \$14.23/hour (1 student worker at this rate)   | 13,467   |          |
| Total consultants/contracts              |   |          | \$80,934 |

| H. OTHER COSTS   |  |            |          |
|--|--|------------|----------|
| Marketing of Haven   | Printing of 9 Haven brochures in English and Spanish @ \$1650 per 20,000   | \$29,700   |          |
|  | Printing of two sided Haven pocket cards (English/Spanish), 30,000 (\$825 per 10,000)  | \$2,475    |          |
|  | Printing of Haven posters in 6 languages, \$100 per 100, 800 total   | \$4,800    |          |
|  | Printing web content for binders for county attorney's offices: Photocopying: 6 languages x 87 offices x @ \$.15/page 30 pages, plus 87 binders @ \$2.50/each  | \$2,567    |          |
|  | Promotional items for tabling and training (6000 count of 2 separate promotional items @ \$.75/item, and 6000 count of 1 promotional item @ \$1.25/item)   | \$16,500   |          |
|  | Total Marketing  |            | \$56,042 |
| Photo subscription   | Cost to purchase 50 stock photos for Haven website and print materials at average price of \$25 per image through stock photo licensing vendor.  |            | \$1,250  |
| Training for DOC staff on software tools for data management, desk top publishing, graphics, accessibility, and word processing. | SharePoint training @ \$500 for each of 3 staff members (Science Museum of MN). (completed)  | \$1,500.00 |          |
|  | Full day Excel training at for 12 attendees: Group rate for 8 attendees: \$2480 per (group rate is \$1,240 per half-day session). Cost for 4 additional attendees: \$310 (cost is \$155 each per half day) (Science Museum of Minnesota) (completed) | \$2,790    |          |
|  | InDesign Training for Management Analysts: 2.5 day training (5 sessions ) x \$159/session x 5 staff = \$3975   | \$3,975    |          |
|  | One day (two session) InfoPath training for Management Analysts x \$149/session x 5 staff = \$1788   | \$1,788    |          |
|  | Full day Excel Training (2 sessions) x 3 new VARJP staff x \$156.67/session = \$940  | \$940      |          |
|  | Total Staff Training Expense   |            | \$10,993 |
| Software licenses  | InDesign Software \$550/license x 10 staff = \$6050; and Visio Software license: \$160/license x 10 staff = \$1760   |            | \$7,100  |



|  |  |           |
|--|--|-----------|
| Microsoft Excell Training for management analysts and VARJP staff. | Full day training at Minnesota Science Museum for 12 attendees: Group rate for 8 attendees: \$2480 per (group rate is \$1,240 per half-day session). Cost for 4 additional attendees: \$310 (cost is \$155 each per half day). | \$3,720   |
| Total Other Costs  |  | \$79,105  |
| TOTAL  |  | \$297,405 |

# Interagency Agreement

## State of Minnesota

SWIFT Contract Number: 120900

SWIFT Purchase Order Number: 3000045957

This Agreement is between the Minnesota Department of Public Safety, on behalf of the Office of Justice Programs division ("DPS") and the Minnesota Department of Corrections ("DOC").

### Agreement

#### 1. Term of Agreement

- 1.1 **Effective Date.** February 10, 2017 or the date the State obtains all required signatures under Minnesota Statutes § 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration Date.** March 31, 2017 or until all obligations have been satisfactorily fulfilled, whichever occurs first.

#### 2. Scope of Work

##### 2.1 DPS shall:

- 2.1.1 Manage the SAVIN Grant from the federal Bureau of Justice Assistance (BJA).
- 2.1.2 Submit semi-annual progress reports to BJA via the Grants Management System (GMS).
- 2.1.3 Develop and manage the grant work plan.
- 2.1.4 Submit quarterly financial reports to BJA via the GMS.
- 2.1.5 Manage and take the leadership role in the sections of the grant to include: addition of SMS feature to VINE notification options, coordination of advisory team, and development and implementation of marketing plan.
- 2.1.6 Take a leadership role on development and coordination of statewide advisory team.
- 2.1.7 Participate in the design and execution of MN CHOICE as needed.
- 2.1.8 Participate in the design and execution of the safety tracking database and victim-initiated restorative justice database.
- 2.1.9 Coordinate with DOC on training of CHOICE and VINE requirements.

##### 2.2 DOC shall:

- 2.2.1 Modify the existing COMS interface to provide all additional data elements necessary for the CHOICE product enhancements under the SAVIN grant.
- 2.2.2 Take the leadership role on design and implementation of MN CHOICE enhancements including: case management system, restitution tracking system, custom user groups, CHOICE functionality enhancements and language enhancements.
- 2.2.3 Take the leadership on design and implementation of the safety tracking database and victim-initiated restorative justice database.
- 2.2.4 Take a leadership role on training of constituents on added features of the CHOICE system and the safety tracking database and victim-initiated restorative justice database.
- 2.2.5 Coordinate with DPS on the development of the statewide advisory committee and participate on that committee.
- 2.2.6 Hire and supervise a student worker for manual entry of safety-related offender data, victim information and restorative justice information into the database.
- 2.2.7 Coordinate with DPS on marketing strategies for VINE and CHOICE, including media campaigns, development of marketing materials and other public relations activities.
- 2.2.8 Provide DPS information and/or reports, as needed, on: progress on grant

activities, financial expenditures, and information necessary for required semi-annual progress reports.

- 2.2.9 Submit to DPS a quarterly financial report of stated salary match no later than thirty days following the end of the quarter.

**3. Consideration and Payment**

The total obligation of DPS for all compensation and reimbursements under this Agreement will not exceed **Two Hundred Thousand and 00/100 Dollars (\$200,000.00)**.

Itemized invoices will be filed in arrears, not more often than monthly, and within 30 days of the period covered by the invoice for work satisfactorily performed. Final invoice must be received no later than April 30, 2017.

**4. Conditions of Payment**

All services provided by DOC under this Agreement must be performed to the satisfaction of DPS as determined at the sole discretion of the DPS Authorized Representative.

**5. Authorized Representatives**

The DPS Authorized Representative is the following individual or her successor:

Name: Suzanne Elwell  
Address: 445 Minnesota Street  
Suite 2300  
St. Paul, Minnesota 55101-2139  
Telephone Number: 651-201-7312  
E-mail Address: [Suzanne.elwell@state.mn.us](mailto:Suzanne.elwell@state.mn.us)

The DOC Authorized Representative is the following individual or his/her successor:

Name: Lydia Newlin  
Address: 1450 Energy Park Drive  
Suite 200  
St. Paul, Minnesota 55108  
Telephone Number: 651-361-7249  
E-mail Address: [Lydia.Newlin@state.mn.us](mailto:Lydia.Newlin@state.mn.us)

If the DOC Representative changes at any time during this Agreement, DOC must notify the DPS Authorized Representative in writing/e-mail within ten (10) calendar days.

**6. 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.

**7. Liability**

Each party will be responsible for its own acts and behavior and the results thereof.

**8. Termination**

Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to the other party.

**9. Data Practices**

Each party must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, US Code title 18 § 2721, and Minnesota Statutes Chapter 168, as these apply to all data provided by DPS under this Agreement, and as these apply to all data created, collected, received, stored, used, and maintained by DOC under this Agreement. The civil remedies of Minnesota Statutes Chapter 13.08 apply to the release of the data referred to in this clause by either



party.

If DOC receives a request to release the data referred to in this clause, DOC must immediately notify DPS. DPS will give DOC written instructions concerning the release of the data to the requesting party before the data is released.

DOC is responsible for providing adequate supervision and training to its employees to ensure compliance with the Minnesota Government Data Practices Act and all applicable state and federal laws, and implement security measures to ensure against a data breach. No private or confidential data collected, maintained, or used in the course or performance of this agreement shall be disseminated.

**10. Additional Provision**

The parties mutually agree that upon execution of this Agreement, the Interagency Agreement identified as SWIFT contract number 51271, effective July 1, 2012 through March 31, 2017 and corresponding to SWIFT Purchase Order #3000013320, is formally terminated.

**1. STATE ENCUMBRANCE VERIFICATION**

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

Signed: 

Date: 2/17/2017

SWIFT Purchase Order Number: 3 - 45957

**2. DEPARTMENT OF PUBLIC SAFETY; OFFICE OF JUSTICE PROGRAMS**

By:   
(with delegated authority)

Title: Director OJP

Date: 2-17-17

**3. DEPARTMENT OF CORRECTIONS**

By:   
(with delegated authority)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT  
AUTHORIZED AGENCY**

This agreement is between the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension ("BCA") and Minnesota Department of Corrections ("Agency").

**Recitals**

Under Minn. Stat. § 471.59, the BCA and the Agency are empowered to engage in those agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46 the BCA must provide a criminal justice data communications network to benefit authorized agencies in Minnesota. The Agency is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized agencies in performing their duties. Agency wants to access these data in support of its official duties.

The purpose of this Agreement is to create a method by which the Agency has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

As of the date this Interagency Agreement is executed, the ORIs listed in Attachment A are the ORIs that are incorporated by reference and made part of this agreement.

**Agreement**

**1 Term of Agreement**

- 1.1 *Effective date:*** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 *Expiration date:*** This Agreement expires five years from the date it is effective.

**2 Agreement between the Parties**

**2.1 General access.** BCA agrees to provide Agency with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Agency is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

**2.2 Methods of access.**

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

**A. Direct access** occurs when individual users at the Agency use Agency's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.

**B. Indirect access** occurs when individual users at the Agency go to another Agency to obtain data and information from BCA's systems and tools. This method of access generally results in the Agency with indirect access obtaining the needed data and information in a physical format like a paper report.

**C. Computer-to-computer system interface** occurs when Agency's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Agency employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Agency will select a method of access and can change the methodology following the process in Clause 2.10.



**2.3 Federal systems access.** In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Agency with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.

**2.4 Agency policies.** Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Agency has created its own policies to ensure that Agency's employees and contractors comply with all applicable requirements. Agency ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.

**2.5 Agency resources.** To assist Agency in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://dps.mn.gov/divisions/bca/bca-divisions/mnjis/Documents/BCA-Policy-on-Appropriate-Use-of-Systems-and-Data.pdf>.

**2.6 Access granted.**

A. Agency is granted permission to use all current and future BCA systems and tools for which Agency is eligible. Eligibility is dependent on Agency (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Agency's written request for use of a specific system or tool.

B. To facilitate changes in systems and tools, Agency grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Agency needs to meet its criminal justice obligations and for which Agency is eligible.

**2.7 Future access.** On written request by Agency, BCA also may provide Agency with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Agency agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.

**2.8 Limitations on access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Agency agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.

**2.9 Supersedes prior agreements.** This Agreement supersedes any and all prior agreements between the BCA and the Agency regarding access to and use of systems and tools provided by BCA.

**2.10 Requirement to update information.** The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving a city as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, [BCA.ServiceDesk@state.mn.us](mailto:BCA.ServiceDesk@state.mn.us).

**2.11 Transaction record.** The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Agency conducted a particular transaction.

If Agency uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Agency's method of access is a computer to computer interface as described in Clause 2.2C, the Agency must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If an Agency accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Agency must have a transaction record of all subsequent access to the data that are kept by the Agency. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

**2.12 Court information access.** Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by Agency under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Agency's access to and/or submission of the Court Records delivered through the BCA systems and tools.

**2.13 Vendor personnel screening.** The BCA will conduct all vendor personnel screening on behalf of Agency as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Agency.

### **3 Payment**

The Agency agrees to pay BCA for access to the criminal justice data communications network described in Minn. Stat. § 299C.46 as specified in this Agreement the amount of \$59,040.00 per year, a total amount not to exceed \$295,200.00 during the term of this Agreement.

The Agency will identify its contact person for billing purposes, and will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If the Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

### **4 Authorized Representatives**

The BCA's Authorized Representative is Dana Gotz, Department of Public Safety, Bureau of Criminal Apprehension, Minnesota Justice Information Services, 1430 Maryland Avenue, St. Paul, MN 55106, 651-793-1007, or her successor.

The Agency's Authorized Representative is Dan Traun, Management Analyst Supervisor, Field Services, 1450 Energy Park Drive, Suite 200, St. Paul, MN 55108, 651-361-7120, or his/her successor. Lon Erickson, Chief Information Officer, Information Technology, 1450 Energy Park Drive, Suite 200, St Paul, MN 55108, 651-361-7378 or his/her successor.

### **5 Assignment, Amendments, Waiver, and Contract Complete**

**5.1 Assignment.** Neither party may assign nor transfer any rights or obligations under this Agreement.

**5.2 Amendments.** Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.

**5.3 Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.

**5.4 Contract Complete.** This Agreement contains all negotiations and agreements between the BCA and the Agency. 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 and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's and the Agency's liability.

## **7 Audits**

**7.1** Under Minn. Stat. § 16C.05, subd. 5, the Agency's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement. Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

**7.2** Under applicable state and federal law, the Agency's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

**7.3** If Agency accesses federal databases, the Agency's records are subject to examination by the FBI and Agency will cooperate with FBI examiners and make any requested data available for review and audit.

**7.4** To facilitate the audits required by state and federal law, Agency is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

## **8 Government Data Practices**

**8.1 BCA and Agency.** The Agency and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Agency 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 Agency or the BCA.

**8.2 Court Records.** If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Agency comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

## **9 Investigation of alleged violations; sanctions**

For purposes of this clause, "Individual User" means an employee or contractor of Agency.

**9.1 Investigation.** Agency and BCA agree to cooperate in the investigation and possible prosecution of suspected

violations of federal and state law referenced in this Agreement. Agency and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Agency of the suspected violation, subject to any restrictions in applicable law. When Agency becomes aware that a violation has occurred, Agency will inform BCA subject to any restrictions in applicable law.

## **9.2 Sanctions Involving Only BCA Systems and Tools.**

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Agency's internal discipline processes, including those governed by a collective bargaining agreement.

**9.2.1** For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Agency must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Agency must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Agency and BCA's determination controls.

**9.2.2** If BCA determines that Agency has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Agency's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

## **9.3 Sanctions Involving Only Court Data Services**

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Agency. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Agency. The agreement further provides that only the Court has the authority to reinstate access and use.

**9.3.1** Agency understands that if it has signed the Court Data Services Subscriber Amendment and if Agency's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Agency also understands that reinstatement is only at the direction of the Court.

**9.3.2** Agency further agrees that if Agency believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

## **10 Venue**

Venue for all legal proceedings involving 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 BCA or the Agency may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

**11.2 Termination for Insufficient Funding.** Either party 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 notice to the other

party's authorized representative. The Agency is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will 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. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

## 12 Continuing obligations

The following clauses survive the expiration or cancellation of this Agreement: 6. Liability; 7. Audits; 8. Government Data Practices; 9. Investigation of alleged violations; sanctions; and 10. Venue.

*The parties indicate their agreement and authority to execute this Agreement by signing below.*

### 1. DEPARTMENT OF CORRECTIONS

Name: RON SOLTHER  
(PRINTED)  
Signed: [Signature]  
Title: Deputy Commissioner  
(with delegated authority)  
Date: 5/30/2018

### 2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: ODED GALI  
(PRINTED)  
Signed: [Signature]  
Title: Deputy Director  
(with delegated authority)  
Date: 06/15/2018



DEPARTMENTAL LEASE

|  |  |
|--|--|
| LESSOR: DEPARTMENT OF ADMINISTRATION               |  |
| DEPARTMENT/AGENCY (as LESSEE)<br>Public Safety     |  |
| BUILDING NAME/ADDRESS<br>BCA, 1430 Maryland Avenue | DIVISION/SECTION NAME<br>Bureau of Criminal Apprehension |

TERMS AND CONDITIONS:

1. **LEASED PREMISES** LESSOR grants and LESSEE accepts the lease of one hundred eighty-one thousand five hundred thirty-three (181,533) usable square feet of space as shown on the floor plans attached as Exhibit A, comprised of the following:

| Level/Suite No. | Square Feet | Use    |
|-----------------|-------------|--------|
| First           | 50,022      | Office |
| Second          | 67,182      | Office |
| Third           | 64,329      | Office |
| TOTAL           | 181,533     |        |

2. **TERM** The term of this Lease is two (2) years, commencing July 1, 2017 and continuing through June 30, 2019.
3. **RENT** LESSEE agrees to pay to LESSOR rent in accordance with the rent schedule set forth below:

| FY: 18           |               | SQUARE FEET |         | RATE PER SQUARE FOOT |         | MONTHLY AMOUNT | QUARTERLY AMOUNT | AMOUNT FOR LEASE PERIOD |
|------------------|---------------|-------------|---------|----------------------|---------|----------------|------------------|-------------------------|
|                  | ROOM OR FLOOR | OFFICE      | STORAGE | OFFICE               | STORAGE |                |                  |                         |
| LEASE PERIOD     |               |             |         |                      |         |                |                  |                         |
| 7/1/17 - 6/30/18 |               | First       | 50,022  |                      | \$21.00 | \$87,538.50    | \$262,615.50     | \$1,050,462.00          |
|                  |               | Second      | 67,182  |                      | \$21.00 | \$117,568.50   | \$352,705.50     | \$1,410,822.00          |
|                  |               | Third       | 64,329  |                      | \$21.00 | \$112,575.75   | \$337,727.25     | \$1,350,909.00          |
| TOTAL            |               |             | 181,533 |                      |         | \$317,682.75   | \$953,048.25     | \$3,812,193.00          |

| FY: 19           |               | SQUARE FEET |         | RATE PER SQUARE FOOT |         | MONTHLY AMOUNT | QUARTERLY AMOUNT | AMOUNT FOR LEASE PERIOD |
|------------------|---------------|-------------|---------|----------------------|---------|----------------|------------------|-------------------------|
|                  | ROOM OR FLOOR | OFFICE      | STORAGE | OFFICE               | STORAGE |                |                  |                         |
| LEASE PERIOD     |               |             |         |                      |         |                |                  |                         |
| 7/1/18 - 6/30/19 |               | First       | 50,022  |                      | \$22.05 | \$91,915.43    | \$275,746.29     | \$1,102,985.16          |
|                  |               | Second      | 67,182  |                      | \$22.05 | \$123,446.93   | \$370,340.79     | \$1,481,363.16          |
|                  |               | Third       | 64,329  |                      | \$22.05 | \$118,204.54   | \$354,613.62     | \$1,418,454.48          |
| TOTAL            |               |             | 181,533 |                      |         | \$333,566.90   | \$1,000,700.70   | \$4,002,802.80          |

4. **DUTIES OF LESSOR AND LESSEE** See Exhibit B.
5. **LESSEE ACCEPTANCE** The lease of the above-described premises is hereby acknowledged on the terms and conditions set forth herein. An amendment to this Lease shall be prepared promptly upon any changes in the terms or conditions of the Lease.

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IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

LESSOR:  
STATE OF MINNESOTA  
DEPARTMENT OF ADMINISTRATION  
COMMISSIONER

By Susan T. Ebes  
REAL ESTATE AND CONSTRUCTION SERVICES  
Date 8/1/17

APPROVED:  
STATE OF MINNESOTA  
DEPARTMENT OF ADMINISTRATION  
FACILITIES MANAGEMENT DIVISION

By Karen Seely  
Title Buss Operations Mgr  
Date 7-21-17

LESSEE:  
DEPARTMENT OF PUBLIC SAFETY

By Larry Freund  
Title CFO  
Date 2/26/17

STATE ENCUMBRANCE VERIFICATION

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

By Al J  
Date 26 July 2017  
Contract No. 65102



EXHIBIT A

Department - Division  
Public Safety  
50,022 Sq. Ft. Office



State  
of  
Minnesota  
Department  
of  
Administration  
Real Estate and  
Construction  
Services

BCA Maryland  
310263

Notes / Remarks  
FY16-FY17 Lease Renewal  
5/1/2015

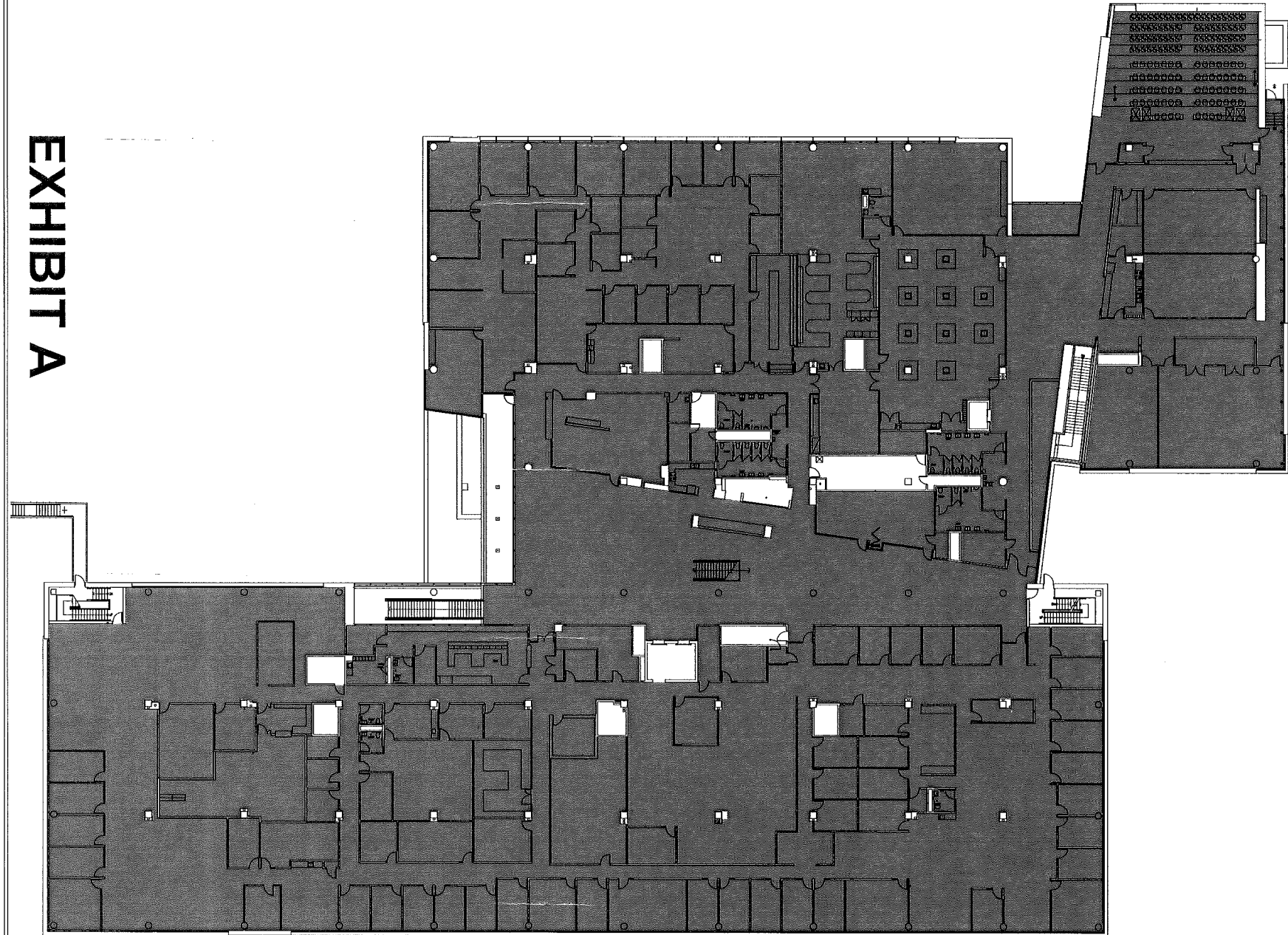
First Floor  
G0231026362-01

Drawn By: J. Prokash  
Checked By: C. Bergstrom  
Approved By:





EXHIBIT A



Department - Division  
Bureau of Criminal Apprehension - Public Safety  
67,182 Sq.Ft. Office



State  
of  
Minnesota

Department  
of  
Administration  
Real Estate and  
Construction  
Services

BCA Maryland

310263

Notes / Remarks

FY16-FY17 Lease Renewal  
5/1/2015

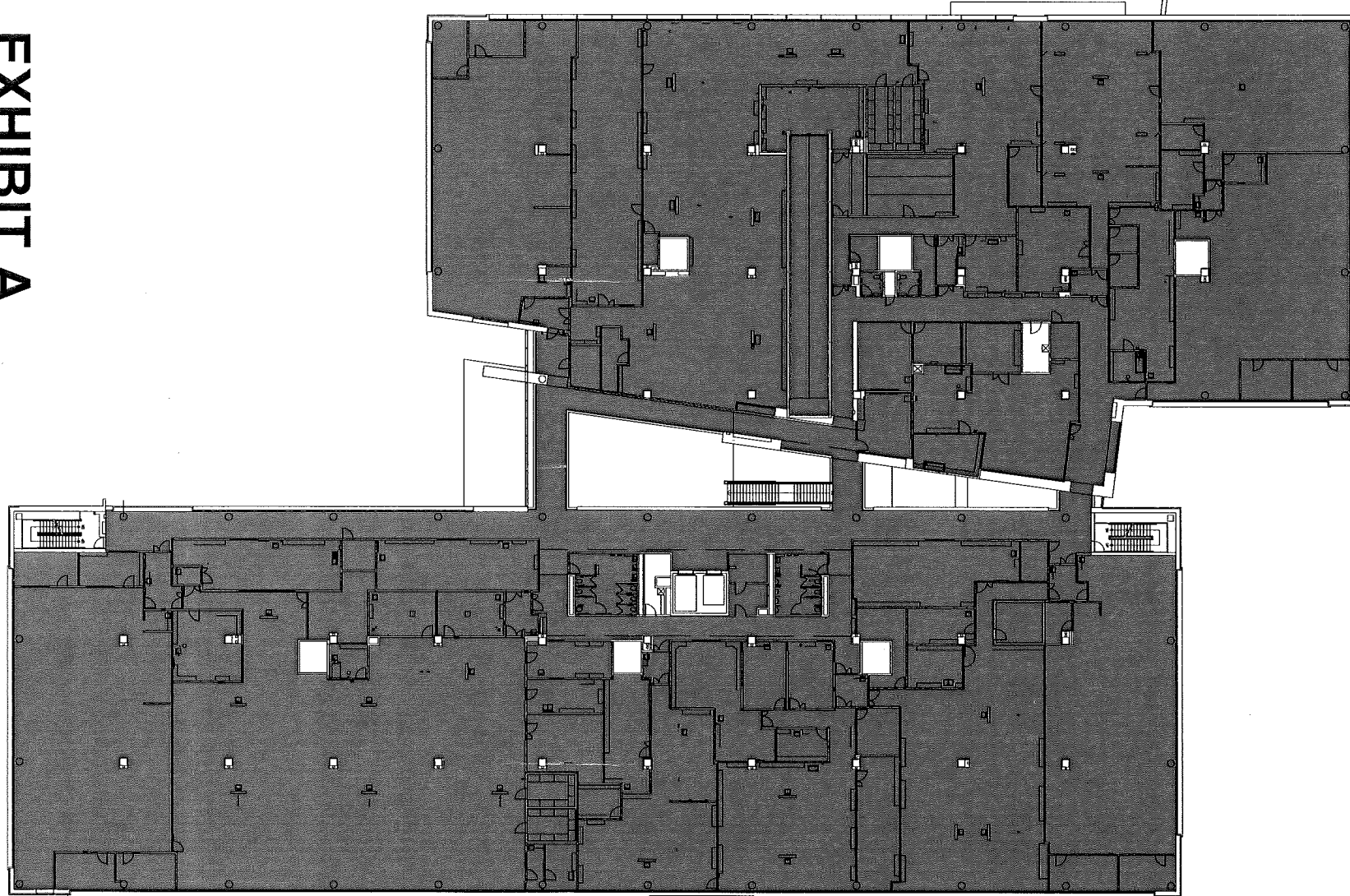
Second Floor

G0231026362-02

Drawn By: J. Prokash  
Checked By: C. Bergstrom  
Approved By:



EXHIBIT A



Department - Division  
Public Safety  
64,329 Sq. Ft. Office



State  
of  
Minnesota

Department  
of  
Administration  
Real Estate and  
Construction  
Services

BCA Maryland

310263

Notes / Remarks  
FY16-FY17 Lease Renewal  
5/1/2015

Third Floor

G0231026362-03

Drawn By: J. Prokash  
Checked By: C. Bergstrom  
Approved By:





## **I. DUTIES OF LANDLORD**

**A.** The Department of Administration, **Facilities Management Division** (hereinafter referred to as LANDLORD) shall be responsible for delivery of consistent, quality services to ensure clean, safe and environmentally sound buildings, grounds and operations by providing the following services:

- 1. BUILDING MANAGEMENT SERVICES** LANDLORD shall designate a Building Manager to manage the buildings and oversee construction/renovation projects, maintenance/repair, energy management, environmental, Indoor Air Quality, general office, trash removal, recycling collection services, and integrated pest management related to the building. The Building Manager shall be the contact person for all building-related work and concerns. TENANT should contact 651.201.2300 or check website: [www.mn.gov/admin/government/buildings-grounds](http://www.mn.gov/admin/government/buildings-grounds) for more information. Terms and conditions in items a-f apply only when specific funds have not been appropriated for this purpose.
  - a. Construction, Remodeling and Renovation Work** LANDLORD shall inform TENANT in advance and in writing of construction, remodeling or renovation work.
  - b. Carpet Replacement** LANDLORD shall repair or replace worn or damaged carpet according to funding availability, age and condition of the carpet and/or other building priorities. Carpet deemed unsafe by LANDLORD shall be repaired or replaced. The carpet is expected to have a minimum life cycle of twelve (12) years. The quality of carpet to be installed will be determined by LANDLORD. Selection by TENANT shall be made from LANDLORD sample selections. If TENANT desires carpet and LANDLORD does not have funding available, TENANT has the option of funding the purchase. LANDLORD will contract, install and invoice TENANT. Colors and quality selection must be approved in advance and in writing by LANDLORD to ensure durability, maintainability and uniformity.
  - c. Interior Decoration** LANDLORD shall paint all interior walls showing wear or damage according to funding availability, age and condition of the paint and/or other building priorities. Painting is expected to have a minimum useful life of twelve (12) years under normal use. LANDLORD financial obligation shall not exceed contract amount. Selection shall be made by TENANT from LANDLORD sample selections. If TENANT desires a different type of wall treatment, different color or quality of paint, LANDLORD will contract and invoice TENANT. LANDLORD shall pay a portion at the State Contract rate for semi-gloss or eggshell paint. Colors and quality selection must be approved in writing by LANDLORD to ensure durability, maintainability, design integrity, and uniformity.
  - d. Window Treatments** LANDLORD shall repair or replace building exterior envelope window treatments that are damaged or discolored according to funding availability, age and condition of the window treatments and other building priorities. Window treatments are expected to have a minimum useful life of twenty (20) years. The determination is to be made at the discretion of LANDLORD. Exterior envelope window treatments will be selected from the State Contract. If TENANT chooses to select a different exterior envelope window treatment that is not under State Contract, TENANT shall pay the portion above the State Contract rate. If TENANT desires a different type of window treatment and is willing to fund the difference, LANDLORD will contract and invoice the TENANT. Colors and quality selection must be approved in writing by LANDLORD to ensure durability, maintainability and uniformity. Replacement of any interior window treatments will be the responsibility of TENANT and any related costs shall be borne by TENANT.
  - e. Ceiling Tiles** LANDLORD shall replace damaged or stained ceiling tiles, determined at discretion of LANDLORD.
  - f. Leased Premises** To make space suitable for new tenants, LANDLORD shall provide the treatments and finishes outlined above dependent upon available funding. LANDLORD shall also perform minor electrical and mechanical services for general office usage, determined at the discretion of LANDLORD. LANDLORD shall not fund accommodations or changes to leased premises in order to meet specialized needs, program requirements of TENANT or any other ADA accommodations.
  - g. Mechanical/Operating Systems and Equipment Repair/Replacement Services** LANDLORD shall provide maintenance engineering, preventative maintenance, repair and/or replacement services on mechanical/operating systems and equipment within the building that are LANDLORD-owned and under LANDLORD'S custodial control.

- h. **Grounds Maintenance Services** LANDLORD shall maintain all entrances, sidewalks and grounds on an as needed schedule to ensure safe entry and egress. This shall include exterior maintenance of turf, shrubs, trees and plants as well as cleaning and removal of debris. Every reasonable effort will be made to ensure snow and ice is cleared before and during normal building operating hours.
- i. **Integrated Pest Management Services** LANDLORD shall provide an integrated pest management program for control of rodents and insects within the building. TENANT shall fund any additional pest control services outside of the State Contract. To aide with pest management, TENANT shall keep all food items in sealed containers.
- j. **Keys** All keys for space in state-owned buildings under the custodial control of LANDLORD must be provided by LANDLORD. LANDLORD shall provide two (2) keys for each door with lock hardware within the Leased Premises. TENANT is responsible for returning all keys issued for the Leased Premises upon termination of the Lease Agreement. LANDLORD may perform key audit every four (4) years.
- k. **Security Services** In cooperation with the Department of Public Safety/Capitol Security, LANDLORD shall maintain building perimeter security devices including access control devices and cameras. In cooperation with the Department of Public Safety/Capitol Security, LANDLORD shall maintain emergency call stations at exterior locations and in the tunnel systems.
- l. **Signage** LANDLORD shall provide for building directory signage located in the main building lobby and way finding in public corridors. The quantity and location of signage shall be at LANDLORD'S discretion.
- m. **Communication** LANDLORD'S Building Manager or designee shall coordinate with TENANT'S key contact person regarding all Facilities Management managed work scheduled in a building which could affect building operations. LANDLORD shall provide written notice in advance of these events and TENANT shall provide communication to tenants. Reasonable coordination efforts shall be made by LANDLORD with TENANT'S key contact person to prevent scheduling conflicts prior to posting bulletins and the commencement of work.
- n. **Insurance** LANDLORD insures the building structure only. Ensuring contents is at the discretion of TENANT.
- o. **Fire Detection, Alarm and Suppression Systems** LANDLORD shall provide preventive maintenance, repair, replacement, testing and inspection of fire suppression systems in accordance with the local jurisdiction requirements. Specialized fire and alarm detection systems are the responsibility of the TENANT.
- p. **Access to LANDLORD Space** LANDLORD shall lock and secure all LANDLORD'S electrical closets, rooms and vaults, janitorial/maintenance closets and mechanical rooms. LANDLORD shall have access to all space in case of emergency.
- q. **Solid Waste** LANDLORD shall remove solid waste from buildings on a daily basis.

## 2. UTILITY SERVICES

- a. **Heating and Cooling** LANDLORD warrants that the Leased Premises are served by heating and cooling facilities sufficient to maintain the Leased Premises within the acceptable range of temperature identified below, under all but the most extreme weather conditions, assuming optimal use TENANT of all thermostats and other climate control devices such as the opening or closing of blinds, doors and vents, within the Leased Premises. LANDLORD may provide TENANT with written instructions defining said optimal use. For purposes hereof, the acceptable ranges of temperature are as follows:
  - (i) From October 1 through April 30, between 70.5 degrees and 74.5 degrees. Temperature settings must be lowered to 60°F to 62°F during periods outside of working hours.
  - (ii) From May 1 through September 30, between 72.0 degrees and 76.0 degrees. Temperature

settings will be increased to 85°F during periods outside of working hours.

- (iii) Unless established to the contrary through a pre-approved written agreement, heating and cooling systems are set to operate as defined above. Building heating and cooling systems are not intended to be used for heating and cooling areas with TENANT-owned equipment or TENANT needs for extended hours of operation. If TENANT has TENANT-owned equipment or TENANT requires additional heating or cooling beyond the established hours of operation or for a normal "office" environment setting use, a written agreement shall be entered into with LANDLORD and the cost for the additional hours of operation or specialized use shall be the responsibility of TENANT. TENANT will be billed by LANDLORD for the extended hours of operation.
- c. **Water/Sewage** LANDLORD shall provide the Leased Premises with adequate water and sewage facilities sufficient to serve its design population capacity.
- d. **Ventilation** LANDLORD shall provide ventilation to the Leased Premises as outlined ASHRAE (American Society of Heating, Refrigeration and air Conditioning Engineers, Inc.) Standard 62.1-2013. All supply air shall be filtered in accordance with ASHRAE Standard 52.2-2012 Atmospheric Dust Spot Efficiency Rating. Air filters will be replaced by the TENANT as required by the application and the needs of the system. Unless established to the contrary through a pre-approved written agreement, air-handling systems will operate as required to maintain occupied space temperatures between 7:00 a.m. until 5:00 p.m., Monday through Friday, excluding State holidays.
- e. **Electrical**
  - (i) LANDLORD shall provide the Leased Premises with electrical infrastructure it's design population capacity sufficient to maintain the Leased Premises with adequate electrical supply based on normal office usage of the equipment configuration at the start of this lease at the discretion of LANDLORD. TENANT-owned equipment, purchased and installed by TENANT, or purchased and installed on behalf of TENANT through a major construction or renovation project and/or TENANT'S need for extended hours of operation which require specialized electrical operation, are considered special program needs and shall be the direct responsibility of TENANT at TENANT'S cost. All TENANT equipment installation to be approved in accordance with the provisions of this lease with LANDLORD to ensure proper installation of powered equipment. TENANT shall be billed by LANDLORD on a fee-for-service bases based on actual electrical usage for the extended hours of operation or specialized use.
  - (ii) LANDLORD shall provide electric power for TENANT. Power quality is utility grade with no special filtering for harmonics or fluctuations. Power is imported from a utility and LANDLORD cannot guarantee continuous availability. If TENANT has a need for continuous, uninterruptible, or specific power quality needs, it shall be TENANT'S responsibility to provide and maintain filtering or standby equipment as necessary. Installation of this equipment must be approved in advance and in writing by LANDLORD.
  - (iii) The LANDLORD is required by code to perform scheduled preventive maintenance activities to ensure safe, reliable and efficient electrical service to a building. Routine power interruptions are required to perform this work and will be scheduled on a campus wide basis over the course of the calendar year. The frequency and length of interruptions will vary between buildings due to the size of the building and amount of equipment within the building. In coordination with the TENANT, the LANDLORD will schedule work during "off hours", nights and weekends in an effort to minimize disruption to TENANT activities at the same time working within the limitations of available manpower and available equipment. In the event of an emergency situation of the LANDLORD reserves the right to interrupt electrical services as required during normal business hours.
  - (iv) For non-scheduled power outages, every effort shall be made by LANDLORD to restore electrical power in cooperation with the respective utility companies as soon as reasonably possible.

**3. REDUCTION, REUSE, RECYCLING, AND SUSTAINABILITY**

- a. Pursuant to Minnesota Statutes, Section 16B.24, Subdivision 6 (d), LANDLORD shall provide for common area recycle, compost and trash containers.
- b. LANDLORD shall provide general recycling services limited to the collection of common area recycling containers. LANDLORD will transport TENANT provided collection containers from the Leased Premises to a holding area. LANDLORD shall return container to the common recycling areas in the Leased Premises.
- c. LANDLORD is not responsible for confidential recycling.

**4. JANITORIAL SERVICES** The following janitorial services shall be provided by LANDLORD:

**a. Office Cleaning**

- Daily: Empty common area recycle receptacles; replace liners.  
Vacuum carpeted main traffic aisles, moving furniture, as necessary. Return furniture to original position.  
Pick up litter in remainder of other carpeted areas.  
Spot clean carpeting.  
Spot clean partitions/door glass.
- Weekly: Vacuum all carpeted areas.  
Dust mop hard surface main traffic aisles.  
Dust exposed areas on desks/credenzas/work surfaces.  
Dust mop hard surface areas.  
Wet mop hard surface areas.  
Detail/dust areas below 6 feet.
- Monthly: Spot clean walls and doors.
- Semi-Annual: Dust door frames.  
Dust accessible exterior window blinds, where applicable.  
Clean ceiling vents (under 12 feet).  
Clean-carpeted traffic aisles.
- Annually: Clean carpet. May be extraction, tip cleaning or rotary shampooing.

NOTE: Detail dusting in an office setting shall be done only in accessible areas. LANDLORD shall not move personal items and electronic equipment to clean or dust and shall trash only waste receptacles and items marked "trash."

**b. Lobby/Entrance Cleaning**

- Daily: Empty/spot clean common area recycle receptacles.  
Sweep hard surface floors.  
Wet mop hard surface floors.  
Clean walk-off mats.  
Clean door glass; spot clean adjacent glass.  
Vacuum carpet.  
Clean entire interior and exterior of elevators.  
Sweep/vacuum/wet mop non-enclosed stairways.  
Check/spot clean directories.
- Weekly: Detail/dust areas below 6 feet.  
Spot clean plate glass windows.  
Clean and/or polish stairway handrails.  
Clean thresholds.  
Check/arrange and spot clean public area furniture.

Clean kick plates, push plates, and door frames.  
Spot clean walls.

As Needed: Scrub and coat hard surface floors.  
Strip, seal and finish hard surface floors.  
Buff/burnish accessible hard surface floors.  
Clean carpet.

**c. Hard Surface Floor Care – Common Areas**

Daily: Dust mop wall to wall.  
Spot mop spills/splashes.

Weekly: Wet mop/auto scrub floor surfaces.  
Buff/burnish floors.

As Needed: Heavy scrub and recoat floor finish.  
Strip, seal and finish hard surface floors.

**d. Hard Surface Floor Care – Work Areas**

Daily: Dust accessible areas.  
Wet mop other areas.

Weekly: Dust mop wall to wall.  
Wet mop/auto scrub wall to wall.  
Buff/burnish accessible floor areas.

As Needed: Heavy scrub and recoat floors.  
Strip, seal and finish.

**e. Restroom Cleaning**

Daily: Check, resupply stock.  
Clean mirrors.  
Clean stock dispenser.  
Empty trash and organics containers, including sanitary disposal units; clean receptacles.  
Clean and sanitize toilets, urinals, sinks and countertops.  
Clean stainless steel and chrome.  
Spot clean doors, both sides.  
Spot clean walls with special emphasis around dispensers, sinks and urinals.  
Wet mop floor with sanitizing detergent.

Monthly: Machine scrub floors.  
Sanitize waste receptacles.

Semi Annually: Wall to wall deep clean cycling, including all walls, partitions, fixtures and floors.

**f. Shower room/stall cleaning**

Daily: Inspect, touchup and wipe down fixtures.  
Remove hair and other debris on finishes and fixtures.

Weekly: Power wash shower room walls and floors with disinfectant cleaner.  
Clean and disinfect all shower room fixtures.

**g. Miscellaneous Cleaning**

Daily: Sanitize drinking fountains.  
Spot check interior stairwells.  
Remove unapproved posters or outdated posters/bulletins.



Weekly: Dust hallway fixtures, i.e., pictures, fire extinguishers.

As Needed: Wet mop hard surface stairwell risers and landings.  
Clean ceiling light diffusers and exhaust fans in elevator cars.  
Clean janitorial closets.  
Dust stairwell railings.  
Vacuum upholstered furniture.

- B. The Department of Administration, **Real Estate and Construction Services (RECS)** shall be responsible for:
1. Allocation and inventory of state-owned space under the custodial control of the Facilities Management Division.
  2. Preparation and processing of lease documents.

## II. **DUTIES OF TENANT**

- A. **TRANSFERABILITY** TENANT shall not assign nor in any manner transfer this Lease or any interest therein, nor sublet said Leased Premises or any parts thereof.
- B. **DESIGNATED STAFF PERSON** TENANT will designate at least 1 key contact person who shall be responsible for coordinating building related questions, concerns and general communications with LANDLORD'S Building Manager. This will include but not be limited to building surveys, LANDLORD initiated building postings, construction/renovation projects, recycling, reuse and sustainability issues, and to communicate with LANDLORD on postings of work which may affect the building tenants or building operations. TENANT will also designate at least 1 key contact person who shall be responsible and can be contacted by LANDLORD or Capitol Security after normal business hours in the event of an emergency.

### C. **REDUCTION, REUSE, RECYCLING, AND SUSTAINABILITY**

1. TENANT agrees to:
  - a. Ensure TENANT'S employees, contractors and visitors recycle all recyclable materials as designated in accordance with Minn. Stat. §115A.15. Training and education for recycling is the responsibility of the TENANT.
  - b. Ensure shipments of recyclables do not contain contaminating materials.
  - c. Use recycling containers and equipment only for designated recycling purposes.
  - d. Direct general waste and recycling questions to LANDLORD'S Building Manager or designee.
  - e. Recycle confidential materials.
  - f. Transfer recycling materials from desk side containers to common area collection containers.
  - g. Provide a designated Champion for recycling communications and compliance.
  - h. TENANT shall notify LANDLORD of recyclable collection through other than LANDLORD contract vendors.

### D. **HAZARDOUS WASTE**

1. If TENANT is a generator of hazardous waste as defined in the Minnesota Pollution Control Agency Hazardous Waste Rules, Chapters 7001, 7045 and 7046, and/or any local jurisdiction's hazardous waste management ordinance(s), it shall obtain a license to generate the hazardous waste and provide LANDLORD with a copy of its license agreement no later than thirty (30) days after the execution of this Lease. TENANT shall also provide LANDLORD with a copy of its annual Hazardous Waste Report each year thereafter.

2. In the event TENANT vacates Leased Premises, TENANT shall have a closure inspection conducted by the local jurisdiction's public or environmental health unit and the results of such inspection shall be forwarded by TENANT to LANDLORD no later than thirty (30) days from the date TENANT vacated the Leased Premises. Any hazardous waste violations or other issues identified in the closure inspection shall be remedied by TENANT at TENANT'S expense.

**E. ELECTRONIC DEVICES AND FURNITURE** TENANT is responsible for TENANT'S owned electronic equipment, appliances, and office furniture, recycling or disposal. Disposal of these items is at TENANT'S expense. TENANT shall report the cumulative weight of electronics that are recycled each calendar year to the LANDLORD by the 15<sup>th</sup> of January the subsequent calendar year for which the recycling took place.

**F. WASTE PREVENTION, ENERGY CONSERVATION AND USE OF UTILITY SERVICES** Heating, ventilation and air conditioning, electrical, water and sewage (please refer to DUTIES OF LANDLORD , 2. Utility Services, parts a & b).

1. TENANT agrees to conserve energy and natural resources by turning off lights, appliances and office electronics when not in use. LANDLORD may provide TENANT with instructions defining optimal use.

2. TENANT shall be responsible for utility costs for utilities requested for program needs beyond those provided as part of this agreement or outside normally established hours of operation. This includes ventilation with additional cooling or heating outside normally established hours of operation and electricity for significant computer room loads, UPS systems or major appliances if determined by LANDLORD to be beyond those provided for in this agreement, either during or outside normal building operating hours.

a. TENANT shall promptly reimburse LANDLORD upon receipt of invoice for utility services.

**G. USE OF LEASED PREMISES**

1. TENANT agrees not to use the Leased Premises in any way which, in the judgment and discretion of LANDLORD, poses a hazard to building occupants, the Leased Premises or the building in part or whole, nor shall TENANT use the Leased Premises so as to cause damage, annoyance, nuisance or inconvenience to other building occupants. Open flames, including candles is prohibited.

2. TENANT agrees to not use any stairwells, stairwell landings, loading dock areas, electrical, low voltage and mechanical equipment rooms or janitorial closets under the custodial control of LANDLORD as storage areas. If access to any locked electrical/low voltage or janitorial/maintenance closet is needed by TENANT, TENANT shall contact 651.201.2300 to request access.

3. TENANT agrees to consider all common areas in the buildings not located within the Leased Premises including entrances, lobbies, stairwells and landings as public, common spaces and shall only use them for State-approved events and shall comply with Minnesota Rules Chapter 1235.0100 to 1235.0600, Rules Governing Public Rallies. All rules of conduct for users of public space will apply for the use of such space. These rules of conduct are subject to change. Public, common spaces shall not be used by TENANT, TENANT'S staff or private vendor(s) for solicitation or sales. Contact 651.201.2300 for more information regarding special events and rules governing them.

4. TENANT agrees to consider conference rooms not leased as part of the Leased Premises are under the custodial control of LANDLORD, as public, common spaces and shall only use them for State-sponsored events. Such public conference rooms shall not be used by TENANT, TENANT'S staff or private vendor(s) for solicitation or sales.

5. TENANT agrees to receive all goods delivered to the building related to TENANT or Leased Premises at the loading dock and promptly transporting to owned leased space. TENANT shall be responsible for the safe-guarding and security of these delivered goods.

TENANT agrees that, at no time, shall LANDLORD be held accountable for the loss of any delivered goods nor shall the loading dock be used for storage or as a holding area.

6. TENANT agrees to maintain the Leased Premises in a reasonably safe, clean and sanitary condition in compliance of all applicable codes.

7. TENANT to ensure all doors and windows remain closed when not in use in order to ensure a balanced HVAC system, reduce dust and pollen in the building and to prevent birds, squirrels,

and other pests from entering.

8. TENANT is responsible for all interior ADA accommodations.

**H. EQUIPMENT REPAIR/REPLACEMENT SERVICES**

1. TENANT-owned program equipment purchased and installed by TENANT or purchased and installed on behalf of TENANT through a major construction or renovation project that is related to TENANT'S programs or operation shall be the responsibility of TENANT to maintain, repair, replace or remove. Any structural or other damage to the Leased Premises resulting from TENANT'S equipment shall be remedied by TENANT at TENANT'S expense. At the discretion of LANDLORD, any of TENANT equipment shall be removed at the time TENANT vacates the Leased Premises and the Leased Premises shall be returned to its original condition at TENANT'S expense. LANDLORD may, at its discretion, following the execution of an written agreement, be contracted to maintain, service, repair and replace such TENANT'S equipment at TENANT'S cost on a fee-for- service basis through LANDLORD'S Repair and Other Jobs activity.

2. Specialized fire suppression, fire detection, and alarm systems supporting TENANT-owned equipment shall be the responsibility of TENANT to maintain, repair, replace and inspect per local jurisdiction requirements. TENANT may contract with LANDLORD for maintenance, repair and inspection services of TENANT'S equipment at TENANT'S cost on a fee for services basis through LANDLORD'S Repair and Other Jobs activity. If TENANT chooses to contract separately, TENANT must provide inspection report as required.

3. TENANT shall ensure that equipment owned by TENANT such as lieberts, dry coolers, etc. is properly installed and maintained to ensure maximum efficiency.

I. **KEYS** Additional keys needed by TENANT beyond those provided by LANDLORD shall be obtained from LANDLORD on a fee-for-service basis through LANDLORD'S Repair and Other Jobs activity. TENANT is responsible for returning all keys issued for the Leased Premises upon termination of the Lease. Cores belonging to lost keys shall be replaced by LANDLORD at TENANT expense.

J. **SECURITY SERVICES** TENANT shall be responsible for maintaining all non-perimeter security devices or sensors in the Leased Premises including panic devices, emergency call boxes, access control devices, and cameras.

**K. SIGNAGE**

1. Identification of space within leased premises is the responsibility of the TENANT.

2. TENANT shall not post nor permit any signs to be placed in the Leased Premises that are visible from the exterior of the Building, through the windows or visible from the halls or other common areas of the Building, unless prior written approval for the signs has been secured from the LANDLORD.

L. **BUILDING MANAGEMENT SERVICES** TENANT will pay all invoices when previously agreed in writing in accordance with DUTIES OF LANDLORD, A.1. Building Management Services as it pertains to carpet, interior decoration and window treatments.

M. **COMMUNICATION** TENANT shall submit TENANT initiated building postings to LANDLORD'S Building Manager for approval. Approved posting will be distributed to the building's bulletin holders.

**N. MODIFICATIONS TO LEASED PREMISES**

1. TENANT shall contact LANDLORD to initiate any work that will affect the physical and/or operational characteristics of the Leased Premises. Such work may include but not be limited to: construction, remodeling, renovation, security systems, as well as modular furniture and communications/data cabling installations. Detailed plans for all such work shall be developed and approved by LANDLORD or their designee. Implementation of the work shall be performed either by:

- a. Licensed contractor, as authorized by LANDLORD, under contract with the LANDLORD.
- b. Licensed contractor, as authorized by LANDLORD, under contract with TENANT. Such contracts must be approved by LANDLORD prior to contract execution. Said contractor must follow all applicable codes and licensure requirements.

2. At the time TENANT vacates the Leased Premises, TENANT shall, at LANDLORD'S option be responsible for restoration of the Leased Premises which have been modified by the TENANT since July 1, 2009. The Leased Premises shall be returned to its original condition by LANDLORD at TENANT'S expense.

- O. **PERSONAL PROPERTY** UL certified appliances such as, but not limited to, toasters, microwaves, refrigerators, coffee makers are only allowed in designated common areas as designated by LANDLORD. Personal items such as space heaters humidifiers, bicycles, segways (allowed if needed for disability accommodation) or animals (including pets but not including ADA animals), are not allowed inside LANDLORD managed facilities.
- P. **CONTENT LIABILITY AND INSURANCE** Liability for damages to TENANT property is at TENANT'S discretion and cost, including damage from building system failures.
- Q. **PLANTS** TENANT shall ensure that all plants are properly maintained. TENANT will be responsible for any damages as a result of plants.
- R. **EMERGENCIES** TENANT is responsible for all emergency communications, including evacuation plans, routes, drills, etc.





DEPARTMENTAL LEASE

|  |   |
|--|---|
| LESSOR: DEPARTMENT OF ADMINISTRATION                         |   |
| DEPARTMENT/AGENCY (as LESSEE)<br>Public Safety               |   |
| BUILDING NAME/ADDRESS<br>Administration, 50 Sherburne Avenue | DIVISION/SECTION NAME<br>Capitol Complex Security |

TERMS AND CONDITIONS:

1. **LEASED PREMISES** LESSOR grants and LESSEE accepts the lease of six thousand five hundred and twenty-five (6,525) square feet of space on the ground, first and third floors, as shown on the plan attached as Exhibit A, comprised of the following:

| Level/Suite No. | Square Feet  | Use    |
|-----------------|--------------|--------|
| Ground          | 6,449        | Office |
| First           | 69           | Office |
| Third           | 7            | Office |
| <b>TOTAL</b>    | <b>6,525</b> |        |

2. **TERM** The term of this Lease is two (2) years, commencing July 1, 2017 and continuing through June 30, 2019.
3. **RENT** LESSEE agrees to pay to LESSOR rent in accordance with the rent schedule set forth below:

| FY: 18           |               | SQUARE FEET  |         | RATE PER SQUARE FOOT |         | MONTHLY AMOUNT     | QUARTERLY AMOUNT   | AMOUNT FOR LEASE PERIOD |
|------------------|---------------|--------------|---------|----------------------|---------|--------------------|--------------------|-------------------------|
|                  | ROOM OR FLOOR | OFFICE       | STORAGE | OFFICE               | STORAGE |                    |                    |                         |
| LEASE PERIOD     |               |              |         |                      |         |                    |                    |                         |
| 7/1/17 - 6/30/18 | Ground        | 6,449        |         | \$22.75              |         | \$12,226.23        | \$36,678.69        | \$146,714.76            |
|                  | First         | 69           |         | \$22.75              |         | \$130.81           | \$392.43           | \$1,569.72              |
|                  | Third         | 7            |         | \$22.75              |         | \$13.27            | \$39.81            | \$159.24                |
| <b>TOTAL</b>     |               | <b>6,525</b> |         |                      |         | <b>\$12,370.31</b> | <b>\$37,110.93</b> | <b>\$148,443.72</b>     |

| FY: 19           |               | SQUARE FEET  |         | RATE PER SQUARE FOOT |         | MONTHLY AMOUNT     | QUARTERLY AMOUNT   | AMOUNT FOR LEASE PERIOD |
|------------------|---------------|--------------|---------|----------------------|---------|--------------------|--------------------|-------------------------|
|                  | ROOM OR FLOOR | OFFICE       | STORAGE | OFFICE               | STORAGE |                    |                    |                         |
| LEASE PERIOD     |               |              |         |                      |         |                    |                    |                         |
| 7/1/18 - 6/30/19 | Ground        | 6,449        |         | \$23.90              |         | \$12,844.26        | \$38,532.78        | \$154,131.12            |
|                  | First         | 69           |         | \$23.90              |         | \$137.43           | \$412.29           | \$1,649.10              |
|                  | Third         | 7            |         | \$23.90              |         | \$13.94            | \$41.82            | \$167.30                |
| <b>TOTAL</b>     |               | <b>6,525</b> |         |                      |         | <b>\$12,995.63</b> | <b>\$38,986.89</b> | <b>\$155,947.52</b>     |

4. **DUTIES OF LESSOR** See Exhibit B.
5. **LESSEE ACCEPTANCE** The lease of the above-described premises is hereby acknowledged on the terms and conditions set forth herein. An amendment to this Lease shall be prepared promptly upon any changes in the terms or conditions of the Lease.

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IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

LESSOR:  
STATE OF MINNESOTA  
DEPARTMENT OF ADMINISTRATION  
COMMISSIONER

By Susan T. Elvas  
REAL ESTATE AND CONSTRUCTION SERVICES  
Date 8/11/17

APPROVED:  
STATE OF MINNESOTA  
DEPARTMENT OF ADMINISTRATION  
FACILITIES MANAGEMENT DIVISION

By Karen Seely  
Title Bus Operations Mgr  
Date 8-1-17

LESSEE:  
DEPARTMENT OF PUBLIC SAFETY

By Jan Tremblay  
Title CFO  
Date 8/8/17

STATE ENCUMBRANCE VERIFICATION

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

By Al Sk  
Date 8 August 2017  
Contract No. 29384



Real Estate and  
Construction  
Services

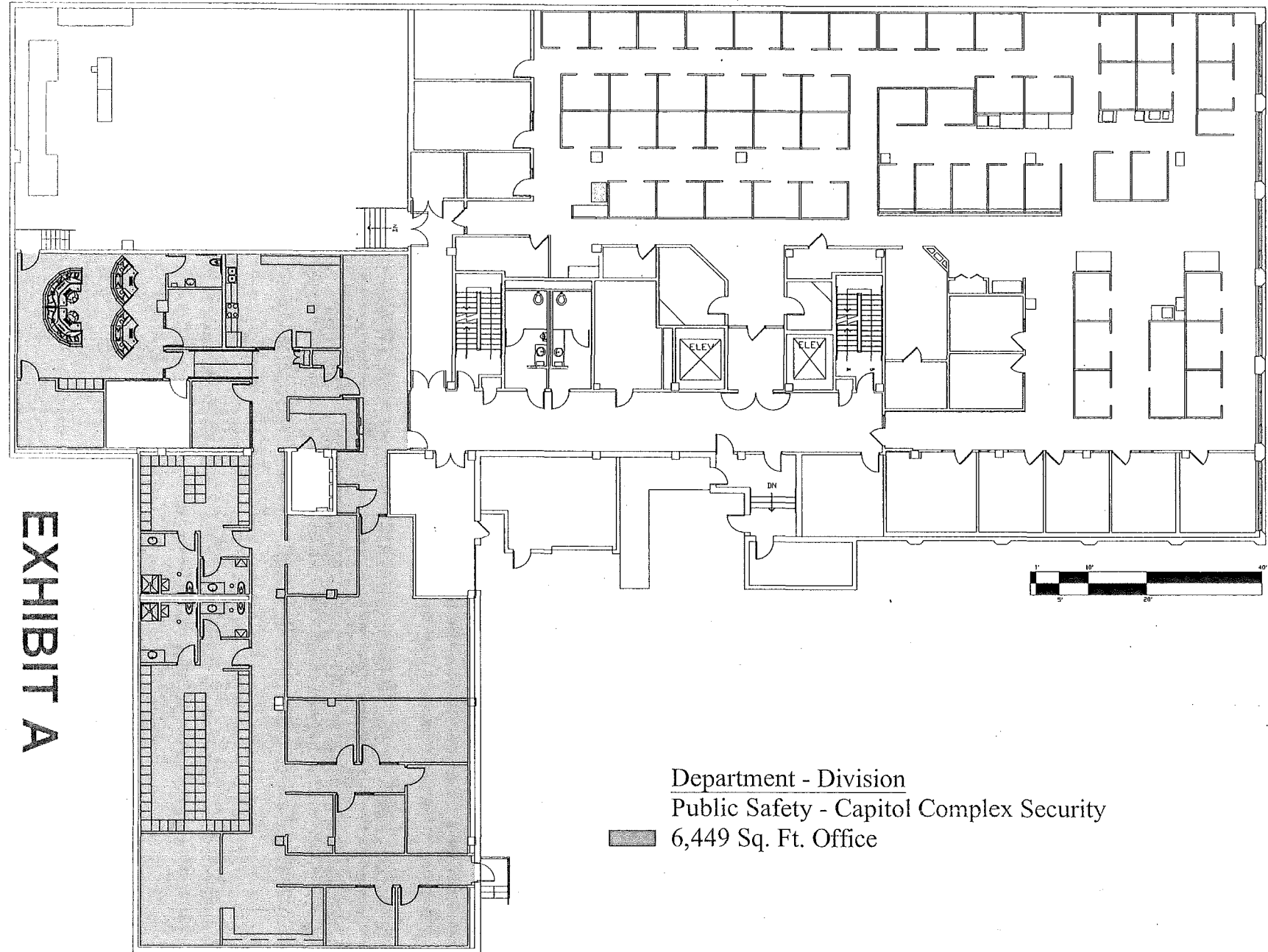
310124

Y16-EY17 Lease Renewal  
1/1/2015

30231010162-CR

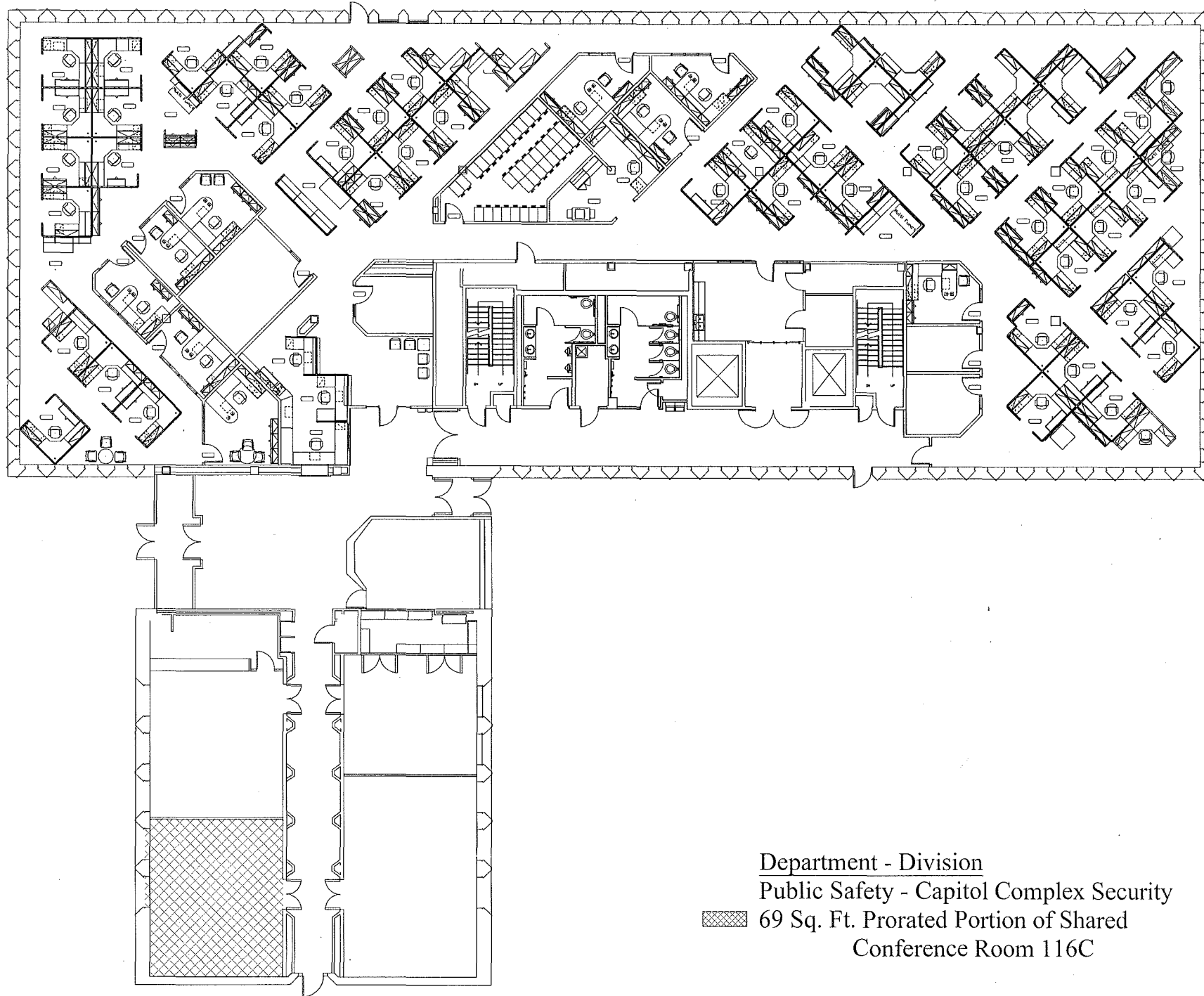
Drawn By: J. Prokash  
Checked By: C. Bergström  
Approved By:

of 1



# EXHIBIT A





Department - Division  
Public Safety - Capitol Complex Security  
69 Sq. Ft. Prorated Portion of Shared  
Conference Room 116C



State  
of  
Minnesota

Department  
of  
Administration  
Real Estate and  
Construction  
Services

Administration  
Building  
310124

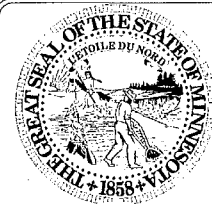
Notes / Remarks  
12-15-15 Change Order

First Floor  
G0231010162.01

Drawn By: J. Prokash  
Checked By: C. Bergstrom  
Approved By:







State  
of  
Minnesota

Department  
of  
Administration  
Real Estate and  
Construction  
Services

Administration  
Building  
310101

Notes / Remarks

FY16-FY17 Lease Renewal  
5/1/2015

Third Floor

G0231010162-03

Drawn By: J. Prokash

Checked By: C. Bergstrom

Approved By:

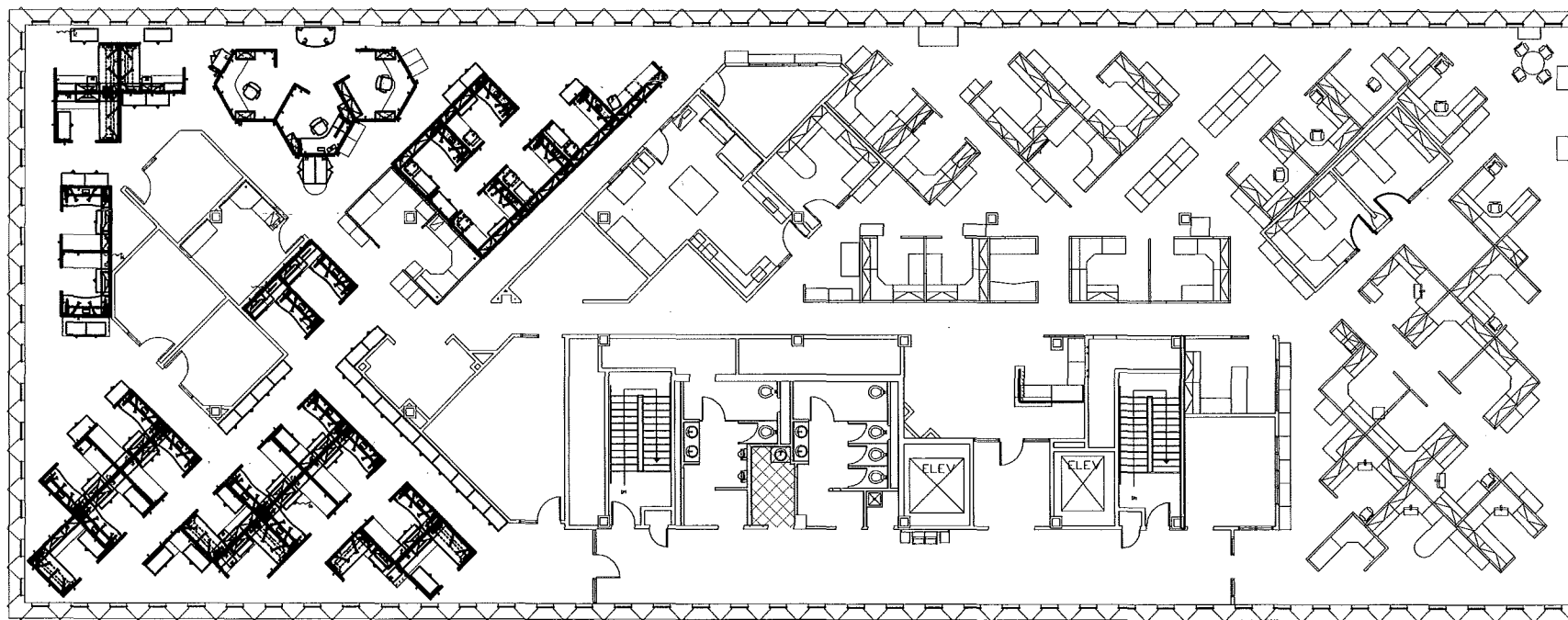


EXHIBIT A

Department - Division  
Capitol Complex Security

7 Sq. Ft. Mother's Room



## **I. DUTIES OF LANDLORD**

**A.** The Department of Administration, **Facilities Management Division** (hereinafter referred to as LANDLORD) shall be responsible for delivery of consistent, quality services to ensure clean, safe and environmentally sound buildings, grounds and operations by providing the following services:

- 1. BUILDING MANAGEMENT SERVICES** LANDLORD shall designate a Building Manager to manage the buildings and oversee construction/renovation projects, maintenance/repair, energy management, environmental, Indoor Air Quality, general office, trash removal, recycling collection services, and integrated pest management related to the building. The Building Manager shall be the contact person for all building-related work and concerns. TENANT should contact 651.201.2300 or check website: [www.mn.gov/admin/government/buildings-grounds](http://www.mn.gov/admin/government/buildings-grounds) for more information. Terms and conditions in items a-f apply only when specific funds have not been appropriated for this purpose.
  - a. Construction, Remodeling and Renovation Work** LANDLORD shall inform TENANT in advance and in writing of construction, remodeling or renovation work.
  - b. Carpet Replacement** LANDLORD shall repair or replace worn or damaged carpet according to funding availability, age and condition of the carpet and/or other building priorities. Carpet deemed unsafe by LANDLORD shall be repaired or replaced. The carpet is expected to have a minimum life cycle of twelve (12) years. The quality of carpet to be installed will be determined by LANDLORD. Selection by TENANT shall be made from LANDLORD sample selections. If TENANT desires carpet and LANDLORD does not have funding available, TENANT has the option of funding the purchase. LANDLORD will contract, install and invoice TENANT. Colors and quality selection must be approved in advance and in writing by LANDLORD to ensure durability, maintainability and uniformity.
  - c. Interior Decoration** LANDLORD shall paint all interior walls showing wear or damage according to funding availability, age and condition of the paint and/or other building priorities. Painting is expected to have a minimum useful life of twelve (12) years under normal use. LANDLORD financial obligation shall not exceed contract amount. Selection shall be made by TENANT from LANDLORD sample selections. If TENANT desires a different type of wall treatment, different color or quality of paint, LANDLORD will contract and invoice TENANT. LANDLORD shall pay a portion at the State Contract rate for semi-gloss or eggshell paint. Colors and quality selection must be approved in writing by LANDLORD to ensure durability, maintainability, design integrity, and uniformity.
  - d. Window Treatments** LANDLORD shall repair or replace building exterior envelope window treatments that are damaged or discolored according to funding availability, age and condition of the window treatments and other building priorities. Window treatments are expected to have a minimum useful life of twenty (20) years. The determination is to be made at the discretion of LANDLORD. Exterior envelope window treatments will be selected from the State Contract. If TENANT chooses to select a different exterior envelope window treatment that is not under State Contract, TENANT shall pay the portion above the State Contract rate. If TENANT desires a different type of window treatment and is willing to fund the difference, LANDLORD will contract and invoice the TENANT. Colors and quality selection must be approved in writing by LANDLORD to ensure durability, maintainability and uniformity. Replacement of any interior window treatments will be the responsibility of TENANT and any related costs shall be borne by TENANT.
  - e. Ceiling Tiles** LANDLORD shall replace damaged or stained ceiling tiles, determined at discretion of LANDLORD.
  - f. Leased Premises** To make space suitable for new tenants, LANDLORD shall provide the treatments and finishes outlined above dependent upon available funding. LANDLORD shall also perform minor electrical and mechanical services for general office usage, determined at the discretion of LANDLORD. LANDLORD shall not fund accommodations or changes to leased premises in order to meet specialized needs, program requirements of TENANT or any other ADA accommodations.
  - g. Mechanical/Operating Systems and Equipment Repair/Replacement Services** LANDLORD shall provide maintenance engineering, preventative maintenance, repair and/or replacement services on mechanical/operating systems and equipment within the building that are LANDLORD-owned and under LANDLORD'S custodial control.

- h. **Grounds Maintenance Services** LANDLORD shall maintain all entrances, sidewalks and grounds on an as needed schedule to ensure safe entry and egress. This shall include exterior maintenance of turf, shrubs, trees and plants as well as cleaning and removal of debris. Every reasonable effort will be made to ensure snow and ice is cleared before and during normal building operating hours.
- i. **Integrated Pest Management Services** LANDLORD shall provide an integrated pest management program for control of rodents and insects within the building. TENANT shall fund any additional pest control services outside of the State Contract. To aide with pest management, TENANT shall keep all food items in sealed containers.
- j. **Keys** All keys for space in state-owned buildings under the custodial control of LANDLORD must be provided by LANDLORD. LANDLORD shall provide two (2) keys for each door with lock hardware within the Leased Premises. TENANT is responsible for returning all keys issued for the Leased Premises upon termination of the Lease Agreement. LANDLORD may perform key audit every four (4) years.
- k. **Security Services** In cooperation with the Department of Public Safety/Capitol Security, LANDLORD shall maintain building perimeter security devices including access control devices and cameras. In cooperation with the Department of Public Safety/Capitol Security, LANDLORD shall maintain emergency call stations at exterior locations and in the tunnel systems.
- l. **Signage** LANDLORD shall provide for building directory signage located in the main building lobby and way finding in public corridors. The quantity and location of signage shall be at LANDLORD'S discretion.
- m. **Communication** LANDLORD'S Building Manager or designee shall coordinate with TENANT'S key contact person regarding all Facilities Management managed work scheduled in a building which could affect building operations. LANDLORD shall provide written notice in advance of these events and TENANT shall provide communication to tenants. Reasonable coordination efforts shall be made by LANDLORD with TENANT'S key contact person to prevent scheduling conflicts prior to posting bulletins and the commencement of work.
- n. **Insurance** LANDLORD insures the building structure only. Ensuring contents is at the discretion of TENANT.
- o. **Fire Detection, Alarm and Suppression Systems** LANDLORD shall provide preventive maintenance, repair, replacement, testing and inspection of fire suppression systems in accordance with the local jurisdiction requirements. Specialized fire and alarm detection systems are the responsibility of the TENANT.
- p. **Access to LANDLORD Space** LANDLORD shall lock and secure all LANDLORD'S electrical closets, rooms and vaults, janitorial/maintenance closets and mechanical rooms. LANDLORD shall have access to all space in case of emergency.
- q. **Solid Waste** LANDLORD shall remove solid waste from buildings on a daily basis.

## 2. UTILITY SERVICES

- a. **Heating and Cooling** LANDLORD warrants that the Leased Premises are served by heating and cooling facilities sufficient to maintain the Leased Premises within the acceptable range of temperature identified below, under all but the most extreme weather conditions, assuming optimal use TENANT of all thermostats and other climate control devices such as the opening or closing of blinds, doors and vents, within the Leased Premises. LANDLORD may provide TENANT with written instructions defining said optimal use. For purposes hereof, the acceptable ranges of temperature are as follows:
  - (i) From October 1 through April 30, between 70.5 degrees and 74.5 degrees. Temperature settings must be lowered to 60°F to 62°F during periods outside of working hours.
  - (ii) From May 1 through September 30, between 72.0 degrees and 76.0 degrees. Temperature



settings will be increased to 85°F during periods outside of working hours.

- (iii) Unless established to the contrary through a pre-approved written agreement, heating and cooling systems are set to operate as defined above. Building heating and cooling systems are not intended to be used for heating and cooling areas with TENANT-owned equipment or TENANT needs for extended hours of operation. If TENANT has TENANT-owned equipment or TENANT requires additional heating or cooling beyond the established hours of operation or for a normal "office" environment setting use, a written agreement shall be entered into with LANDLORD and the cost for the additional hours of operation or specialized use shall be the responsibility of TENANT. TENANT will be billed by LANDLORD for the extended hours of operation.

**c. Water/Sewage** LANDLORD shall provide the Leased Premises with adequate water and sewage facilities sufficient to serve its design population capacity.

**d. Ventilation** LANDLORD shall provide ventilation to the Leased Premises as outlined ASHRAE (American Society of Heating, Refrigeration and air Conditioning Engineers, Inc.) Standard 62.1-2013. All supply air shall be filtered in accordance with ASHRAE Standard 52.2-2012 Atmospheric Dust Spot Efficiency Rating. Air filters will be replaced by the TENANT as required by the application and the needs of the system. Unless established to the contrary through a pre-approved written agreement, air-handling systems will operate as required to maintain occupied space temperatures between 7:00 a.m. until 5:00 p.m., Monday through Friday, excluding State holidays.

**e. Electrical**

- (i) LANDLORD shall provide the Leased Premises with electrical infrastructure it's design population capacity sufficient to maintain the Leased Premises with adequate electrical supply based on normal office usage of the equipment configuration at the start of this lease at the discretion of LANDLORD. TENANT-owned equipment, purchased and installed by TENANT, or purchased and installed on behalf of TENANT through a major construction or renovation project and/or TENANT'S need for extended hours of operation which require specialized electrical operation, are considered special program needs and shall be the direct responsibility of TENANT at TENANT'S cost. All TENANT equipment installation to be approved in accordance with the provisions of this lease with LANDLORD to ensure proper installation of powered equipment. TENANT shall be billed by LANDLORD on a fee-for-service bases based on actual electrical usage for the extended hours of operation or specialized use.
- (ii) LANDLORD shall provide electric power for TENANT. Power quality is utility grade with no special filtering for harmonics or fluctuations. Power is imported from a utility and LANDLORD cannot guarantee continuous availability. If TENANT has a need for continuous, uninterruptible, or specific power quality needs, it shall be TENANT'S responsibility to provide and maintain filtering or standby equipment as necessary. Installation of this equipment must be approved in advance and in writing by LANDLORD.
- (iii) The LANDLORD is required by code to perform scheduled preventive maintenance activities to ensure safe, reliable and efficient electrical service to a building. Routine power interruptions are required to perform this work and will be scheduled on a campus wide basis over the course of the calendar year. The frequency and length of interruptions will vary between buildings due to the size of the building and amount of equipment within the building. In coordination with the TENANT, the LANDLORD will schedule work during "off hours", nights and weekends in an effort to minimize disruption to TENANT activities at the same time working within the limitations of available manpower and available equipment. In the event of an emergency situation of the LANDLORD reserves the right to interrupt electrical services as required during normal business hours.
- (iv) For non-scheduled power outages, every effort shall be made by LANDLORD to restore electrical power in cooperation with the respective utility companies as soon as reasonably possible.

3. **REDUCTION, REUSE, RECYCLING, AND SUSTAINABILITY**

- a. Pursuant to Minnesota Statutes, Section 16B.24, Subdivision 6 (d), LANDLORD shall provide for common area recycle, compost and trash containers.
- b. LANDLORD shall provide general recycling services limited to the collection of common area recycling containers. LANDLORD will transport TENANT provided collection containers from the Leased Premises to a holding area. LANDLORD shall return container to the common recycling areas in the Leased Premises.
- c. LANDLORD is not responsible for confidential recycling.

4. **JANITORIAL SERVICES** The following janitorial services shall be provided by LANDLORD:

a. **Office Cleaning**

- Daily: Empty common area recycle receptacles; replace liners.  
Vacuum carpeted main traffic aisles, moving furniture, as necessary. Return furniture to original position.  
Pick up litter in remainder of other carpeted areas.  
Spot clean carpeting.  
Spot clean partitions/door glass.
- Weekly: Vacuum all carpeted areas.  
Dust mop hard surface main traffic aisles.  
Dust exposed areas on desks/credenzas/work surfaces.  
Dust mop hard surface areas.  
Wet mop hard surface areas.  
Detail/dust areas below 6 feet.
- Monthly: Spot clean walls and doors.
- Semi-Annual: Dust door frames.  
Dust accessible exterior window blinds, where applicable.  
Clean ceiling vents (under 12 feet).  
Clean-carpeted traffic aisles.
- Annually: Clean carpet. May be extraction, tip cleaning or rotary shampooing.

NOTE: Detail dusting in an office setting shall be done only in accessible areas. LANDLORD shall not move personal items and electronic equipment to clean or dust and shall trash only waste receptacles and items marked "trash."

b. **Lobby/Entrance Cleaning**

- Daily: Empty/spot clean common area recycle receptacles.  
Sweep hard surface floors.  
Wet mop hard surface floors.  
Clean walk-off mats.  
Clean door glass; spot clean adjacent glass.  
Vacuum carpet.  
Clean entire interior and exterior of elevators.  
Sweep/vacuum/wet mop non-enclosed stairways.  
Check/spot clean directories.
- Weekly: Detail/dust areas below 6 feet.  
Spot clean plate glass windows.  
Clean and/or polish stairway handrails.  
Clean thresholds.  
Check/arrange and spot clean public area furniture.

Clean kick plates, push plates, and door frames.  
Spot clean walls.

As Needed: Scrub and coat hard surface floors.  
Strip, seal and finish hard surface floors.  
Buff/burnish accessible hard surface floors.  
Clean carpet.

**c. Hard Surface Floor Care – Common Areas**

Daily: Dust mop wall to wall.  
Spot mop spills/splashes.

Weekly: Wet mop/auto scrub floor surfaces.  
Buff/burnish floors.

As Needed: Heavy scrub and recoat floor finish.  
Strip, seal and finish hard surface floors.

**d. Hard Surface Floor Care – Work Areas**

Daily: Dust accessible areas.  
Wet mop other areas.

Weekly: Dust mop wall to wall.  
Wet mop/auto scrub wall to wall.  
Buff/burnish accessible floor areas.

As Needed: Heavy scrub and recoat floors.  
Strip, seal and finish.

**e. Restroom Cleaning**

Daily: Check, resupply stock.  
Clean mirrors.  
Clean stock dispenser.  
Empty trash and organics containers, including sanitary disposal units; clean receptacles.  
Clean and sanitize toilets, urinals, sinks and countertops.  
Clean stainless steel and chrome.  
Spot clean doors, both sides.  
Spot clean walls with special emphasis around dispensers, sinks and urinals.  
Wet mop floor with sanitizing detergent.

Monthly: Machine scrub floors.  
Sanitize waste receptacles.

Semi Annually: Wall to wall deep clean cycling, including all walls, partitions, fixtures and floors.

**f. Shower room/stall cleaning**

Daily: Inspect, touchup and wipe down fixtures.  
Remove hair and other debris on finishes and fixtures.

Weekly: Power wash shower room walls and floors with disinfectant cleaner.  
Clean and disinfect all shower room fixtures.

**g. Miscellaneous Cleaning**

Daily: Sanitize drinking fountains.  
Spot check interior stairwells.  
Remove unapproved posters or outdated posters/bulletins.

- Weekly: Dust hallway fixtures, i.e., pictures, fire extinguishers.
- As Needed: Wet mop hard surface stairwell risers and landings.  
Clean ceiling light diffusers and exhaust fans in elevator cars.  
Clean janitorial closets.  
Dust stairwell railings.  
Vacuum upholstered furniture.

- B. The Department of Administration, **Real Estate and Construction Services** (RECS) shall be responsible for:
1. Allocation and inventory of state-owned space under the custodial control of the Facilities Management Division.
  2. Preparation and processing of lease documents.

## II. **DUTIES OF TENANT**

- A. **TRANSFERABILITY** TENANT shall not assign nor in any manner transfer this Lease or any interest therein, nor sublet said Leased Premises or any parts thereof.
- B. **DESIGNATED STAFF PERSON** TENANT will designate at least 1 key contact person who shall be responsible for coordinating building related questions, concerns and general communications with LANDLORD'S Building Manager. This will include but not be limited to building surveys, LANDLORD initiated building postings, construction/renovation projects, recycling, reuse and sustainability issues, and to communicate with LANDLORD on postings of work which may affect the building tenants or building operations. TENANT will also designate at least 1 key contact person who shall be responsible and can be contacted by LANDLORD or Capitol Security after normal business hours in the event of an emergency.
- C. **REDUCTION, REUSE, RECYCLING, AND SUSTAINABILITY**
1. TENANT agrees to:
    - a. Ensure TENANT'S employees, contractors and visitors recycle all recyclable materials as designated in accordance with Minn. Stat. §115A.15. Training and education for recycling is the responsibility of the TENANT.
    - b. Ensure shipments of recyclables do not contain contaminating materials.
    - c. Use recycling containers and equipment only for designated recycling purposes.
    - d. Direct general waste and recycling questions to LANDLORD'S Building Manager or designee.
    - e. Recycle confidential materials.
    - f. Transfer recycling materials from desk side containers to common area collection containers.
    - g. Provide a designated Champion for recycling communications and compliance.
    - h. TENANT shall notify LANDLORD of recyclable collection through other than LANDLORD contract vendors.

## D. **HAZARDOUS WASTE**

1. If TENANT is a generator of hazardous waste as defined in the Minnesota Pollution Control Agency Hazardous Waste Rules, Chapters 7001, 7045 and 7046, and/or any local jurisdiction's hazardous waste management ordinance(s), it shall obtain a license to generate the hazardous waste and provide LANDLORD with a copy of its license agreement no later than thirty (30) days after the execution of this Lease. TENANT shall also provide LANDLORD with a copy of its annual Hazardous Waste Report each year thereafter.

2. In the event TENANT vacates Leased Premises, TENANT shall have a closure inspection conducted by the local jurisdiction's public or environmental health unit and the results of such inspection shall be forwarded by TENANT to LANDLORD no later than thirty (30) days from the date TENANT vacated the Leased Premises. Any hazardous waste violations or other issues identified in the closure inspection shall be remedied by TENANT at TENANT'S expense.

**E. ELECTRONIC DEVICES AND FURNITURE** TENANT is responsible for TENANT'S owned electronic equipment, appliances, and office furniture, recycling or disposal. Disposal of these items is at TENANT'S expense. TENANT shall report the cumulative weight of electronics that are recycled each calendar year to the LANDLORD by the 15<sup>th</sup> of January the subsequent calendar year for which the recycling took place.

**F. WASTE PREVENTION, ENERGY CONSERVATION AND USE OF UTILITY SERVICES** Heating, ventilation and air conditioning, electrical, water and sewage (please refer to DUTIES OF LANDLORD , 2. Utility Services, parts a & b).

1. TENANT agrees to conserve energy and natural resources by turning off lights, appliances and office electronics when not in use. LANDLORD may provide TENANT with instructions defining optimal use.

2. TENANT shall be responsible for utility costs for utilities requested for program needs beyond those provided as part of this agreement or outside normally established hours of operation. This includes ventilation with additional cooling or heating outside normally established hours of operation and electricity for significant computer room loads, UPS systems or major appliances if determined by LANDLORD to be beyond those provided for in this agreement, either during or outside normal building operating hours.

a. TENANT shall promptly reimburse LANDLORD upon receipt of invoice for utility services.

**G. USE OF LEASED PREMISES**

1. TENANT agrees not to use the Leased Premises in any way which, in the judgment and discretion of LANDLORD, poses a hazard to building occupants, the Leased Premises or the building in part or whole, nor shall TENANT use the Leased Premises so as to cause damage, annoyance, nuisance or inconvenience to other building occupants. Open flames, including candles is prohibited.

2. TENANT agrees to not use any stairwells, stairwell landings, loading dock areas, electrical, low voltage and mechanical equipment rooms or janitorial closets under the custodial control of LANDLORD as storage areas. If access to any locked electrical/low voltage or janitorial/maintenance closet is needed by TENANT, TENANT shall contact 651.201.2300 to request access.

3. TENANT agrees to consider all common areas in the buildings not located within the Leased Premises including entrances, lobbies, stairwells and landings as public, common spaces and shall only use them for State-approved events and shall comply with Minnesota Rules Chapter 1235.0100 to 1235.0600, Rules Governing Public Rallies. All rules of conduct for users of public space will apply for the use of such space. These rules of conduct are subject to change. Public, common spaces shall not be used by TENANT, TENANT'S staff or private vendor(s) for solicitation or sales. Contact 651.201.2300 for more information regarding special events and rules governing them.

4. TENANT agrees to consider conference rooms not leased as part of the Leased Premises are under the custodial control of LANDLORD, as public, common spaces and shall only use them for State-sponsored events. Such public conference rooms shall not be used by TENANT, TENANT'S staff or private vendor(s) for solicitation or sales.

5. TENANT agrees to receive all goods delivered to the building related to TENANT or Leased Premises at the loading dock and promptly transporting to owned leased space. TENANT shall be responsible for the safe-guarding and security of these delivered goods.

TENANT agrees that, at no time, shall LANDLORD be held accountable for the loss of any delivered goods nor shall the loading dock be used for storage or as a holding area.

6. TENANT agrees to maintain the Leased Premises in a reasonably safe, clean and sanitary condition in compliance of all applicable codes.

7. TENANT to ensure all doors and windows remain closed when not in use in order to ensure a balanced HVAC system, reduce dust and pollen in the building and to prevent birds, squirrels,

and other pests from entering.

8. TENANT is responsible for all interior ADA accommodations.

#### **H. EQUIPMENT REPAIR/REPLACEMENT SERVICES**

1. TENANT-owned program equipment purchased and installed by TENANT or purchased and installed on behalf of TENANT through a major construction or renovation project that is related to TENANT'S programs or operation shall be the responsibility of TENANT to maintain, repair, replace or remove. Any structural or other damage to the Leased Premises resulting from TENANT'S equipment shall be remedied by TENANT at TENANT'S expense. At the discretion of LANDLORD, any of TENANT equipment shall be removed at the time TENANT vacates the Leased Premises and the Leased Premises shall be returned to its original condition at TENANT'S expense. LANDLORD may, at its discretion, following the execution of an written agreement, be contracted to maintain, service, repair and replace such TENANT'S equipment at TENANT'S cost on a fee-for- service basis through LANDLORD'S Repair and Other Jobs activity.

2. Specialized fire suppression, fire detection, and alarm systems supporting TENANT-owned equipment shall be the responsibility of TENANT to maintain, repair, replace and inspect per local jurisdiction requirements. TENANT may contract with LANDLORD for maintenance, repair and inspection services of TENANT'S equipment at TENANT'S cost on a fee for services basis through LANDLORD'S Repair and Other Jobs activity. If TENANT chooses to contract separately, TENANT must provide inspection report as required.

3. TENANT shall ensure that equipment owned by TENANT such as lieberts, dry coolers, etc. is properly installed and maintained to ensure maximum efficiency.

I. **KEYS** Additional keys needed by TENANT beyond those provided by LANDLORD shall be obtained from LANDLORD on a fee-for-service basis through LANDLORD'S Repair and Other Jobs activity. TENANT is responsible for returning all keys issued for the Leased Premises upon termination of the Lease. Cores belonging to lost keys shall be replaced by LANDLORD at TENANT expense.

J. **SECURITY SERVICES** TENANT shall be responsible for maintaining all non-perimeter security devices or sensors in the Leased Premises including panic devices, emergency call boxes, access control devices, and cameras.

#### **K. SIGNAGE**

1. Identification of space within leased premises is the responsibility of the TENANT.

2. TENANT shall not post nor permit any signs to be placed in the Leased Premises that are visible from the exterior of the Building, through the windows or visible from the halls or other common areas of the Building, unless prior written approval for the signs has been secured from the LANDLORD.

L. **BUILDING MANAGEMENT SERVICES** TENANT will pay all invoices when previously agreed in writing in accordance with DUTIES OF LANDLORD, A.1. Building Management Services as it pertains to carpet, interior decoration and window treatments.

M. **COMMUNICATION** TENANT shall submit TENANT initiated building postings to LANDLORD'S Building Manager for approval. Approved posting will be distributed to the building's bulletin holders.

#### **N. MODIFICATIONS TO LEASED PREMISES**

1. TENANT shall contact LANDLORD to initiate any work that will affect the physical and/or operational characteristics of the Leased Premises. Such work may include but not be limited to: construction, remodeling, renovation, security systems, as well as modular furniture and communications/data cabling installations. Detailed plans for all such work shall be developed and approved by LANDLORD or their designee. Implementation of the work shall be performed either by:

- a. Licensed contractor, as authorized by LANDLORD, under contract with the LANDLORD.
- b. Licensed contractor, as authorized by LANDLORD, under contract with TENANT. Such contracts must be approved by LANDLORD prior to contract execution. Said contractor must follow all applicable codes and licensure requirements.



2. At the time TENANT vacates the Leased Premises, TENANT shall, at LANDLORD'S option be responsible for restoration of the Leased Premises which have been modified by the TENANT since July 1, 2009. The Leased Premises shall be returned to its original condition by LANDLORD at TENANT'S expense.

- O. **PERSONAL PROPERTY** UL certified appliances such as, but not limited to, toasters, microwaves, refrigerators, coffee makers are only allowed in designated common areas as designated by LANDLORD. Personal items such as space heaters humidifiers, bicycles, segways (allowed if needed for disability accommodation) or animals (including pets but not including ADA animals), are not allowed inside LANDLORD managed facilities.
- P. **CONTENT LIABILITY AND INSURANCE** Liability for damages to TENANT property is at TENANT'S discretion and cost, including damage from building system failures.
- Q. **PLANTS** TENANT shall ensure that all plants are properly maintained. TENANT will be responsible for any damages as a result of plants.
- R. **EMERGENCIES** TENANT is responsible for all emergency communications, including evacuation plans, routes, drills, etc.



# Interagency Agreement

State of Minnesota  
SWIFT Contract No: 129540  
SWIFT Purchase Order No: 3-50069

This agreement is between the Minnesota Departments of Public Safety, Driver and Vehicle Service Division (DPS) and the Minnesota Department of Administration, Facilities Management Divisions (Central Mail).

## Agreement

---

### 1. Term of Agreement

- 1.1. Effective Date: July 1, 2017, 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, 2019, or until all obligations have been satisfactorily fulfilled, whichever occurs First.

### 2. Scope of Work

- 2.1. Central Mail will receive print jobs from MN.IT Services (MN.IT) for the production and processing of postcards for DPS. The print jobs will be printed and delivered to the United States Postal Services (USPS) within a timeframe agreed to by both parties.
- 2.2. Under this agreement, the DPS agrees to reimburse Central Mail for the cost of the printing and processing for mail of all postcards for the DPS.

### 3. Central Mail's responsibilities include:

- 3.1. Arranging for the timely delivery of stock from the DPS warehouse to Central Mail.
- 3.2. Completing the postcard printing jobs by the agreed upon times.
- 3.3. Assisting with redesign or modifications that are needed throughout the agreement period to ensure compliance to USPS design standards and to achieve the lowest possible postage rates.
- 3.4. Performing all required address hygiene to achieve the lowest possible postage rates. National Change of Address (NCOA) will be done for the disability and Driver's license renewal postcards.
- 3.5. Suppressing the printing and mailing of any Disability and Driver's License/Identification Card renewal postcards that are non-Minnesota addresses.
- 3.6. Track the number of postcards that have been printed within the billing period.
- 3.7. Provide an exception report of the postcards deemed undeliverable.
- 3.8. Provide a monthly report that itemizes the volume of each postcard printed for each day.
- 3.9. Bill DPS monthly with an itemized invoice for the volume of printing completed and production processes, including address hygiene and presort zip code sorting, based on the rates agreed upon in this document.

4. DPS's responsibilities include:
  - 4.1. Defining the print requirement for each job
  - 4.2. Coordinating the timely transmission of the necessary print output files from MN.IT or DPS to Central Mail, to enable the printing of the jobs.
  - 4.3. Providing the preprinted postcard stock.
  - 4.4. Reimbursing Central Mail, upon the receipt of the monthly bill for services provided under this agreement:

Both parties to this agreement agree that any additions to the scope of the project will require an executed amendment to this agreement.

5. Consideration and Payment
  - 5.1. DPS will compensate Central Mail for the printing jobs completed and according to the agreed upon rates in the attached rate sheet, Attachment A, which is hereby attached and incorporated into this agreement. The total obligation of DPS for all compensation and reimbursements to Central Mail is not to exceed \$150,000.00.
  - 5.2. Itemized invoices will be billed in arrears, monthly, and within 15 days of the period covered by the invoice for work satisfactorily performed. Final invoices must be received no later than July 30, 2018 and July 30, 2019.
6. Conditions of Payment
  - 6.1. All services provided by Central Mail, under this agreement, must be performed to DPS's satisfaction, as determined at the sole discretion of DPS's Authorized Representative.
7. Authorized Representative
  - 7.1. DPS's Authorized Representative is Dan Stluka, Driver and Vehicle Services Program Director, 445 Minnesota St, Saint Paul MN 55101 651-201-7598, or his/her successor
  - 7.2. Central Mail's Authorized Representative is Catherine Cheesebrow, Central Mail Supervisor, 395 John Ireland Blvd G-60 Saint Paul MN 55155 651-296-3802, or his/her successor.
8. Liability
  - 8.1. Each party is responsible for its own acts and behavior and results thereof.
9. Termination
  - 9.1. Either party may terminate this agreement at any time, with or without cause, upon 30 days written notice to either party.

1. STATE ENCUMBERANCE VERIFICATION

Individual certifies that funds have been encumbered  
as required by Minn. State §§16A.15 and 16C.05.

Signed: Raynell Duncan, Acctg. Officer

Date: 8/31/2017

2. Department of Administration

By: Carmine Chesakow  
(with delegated authority)

Title: Supervisor Central Mail

Date: 7-28-17

3. Department of Public Safety

By: Dawn M Olson  
(with delegated authority)

Title: Dawn M Olson

Date: 8/31/17

ATTACHMENT A  
RATE SHEET

| SERVICE                             | RATE              |
|-------------------------------------|-------------------|
| Setup / Data Import                 | \$51.00           |
| Address Standardization, CASS, NCOA | \$15.00 per 1,000 |
| Address Application                 | \$17.50 per 1,000 |
| Presort                             | \$0.01 per piece  |

Comments:

1. Setup and Data Import fee is charged once per week, per job
2. Address Standardization, CASS and NCOA are only charged for mail pieces that achieve automation rate.



**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT BETWEEN THE  
MINNESOTA DEPARTMENT OF PUBLIC SAFETY AND  
OFFICE OF THE ATTORNEY GENERAL  
FY 2018 and FY 2019**

**WHEREAS**, pursuant to Minnesota Statutes Chapter 8, the Attorney General shall provide legal services to state agencies, boards and commissioners; and

**WHEREAS**, pursuant to Minn. Stat. § 8.15, subd. 3, the Attorney General is authorized to enter into agreements with executive branch and quasi-state agencies including the Minnesota Department of Public Safety ("DPS") to provide legal services; and

**WHEREAS**, DPS needs legal services in order to administer and deliver its driver services programs in Minnesota;

**NOW, THEREFORE, IT IS AGREED:**

1. **Scope:** DPS agrees to transfer to the Attorney General's Office (AGO) in FY 2018 and FY 2019 an amount equal to the costs of legal services directly billed to it for legal services provided by the AGO. The billings will be based on the actual hours of service provided. The billings for actual hours of service provided will be based on hourly rates of \$131.00 for attorney services and \$83.00 for legal assistant and investigator services. Payments under this agreement shall be for legal services related to the following client codes: 0708, 0709, 0710, 0712, 0713, 0714, 0715, 0717, 0806, 0807, and 0811.
2. **Provision of Services:** The Attorney General shall provide legal services to DPS in accordance with Minnesota Statutes, Section 8.06, except those duties, if any, delegated to DPS or provided by outside counsel under Section 8.06. The scope of legal services to be provided includes all matters pertaining to the DPS's official duties, including representation in litigation or other legal proceedings, provision of legal advice and assistance, and provision and other legal needs as may be necessary. Pursuant to Section 8.06, the Attorney General may authorize outside counsel to be employed to provide legal services to DPS.
3. **Availability:** Upon request, the Attorney General agrees to make her representative(s) available to meet with DPS to review priorities for legal services.
4. **Terms of Payment:** DPS shall process payments to the AGO for legal services provided to it. The amount of payment(s) will be based on monthly billings for actual services provided at the rates agreed upon in paragraph (1) of this Agreement.

In addition, DPS will pay for legal costs and expenses associated with the provision of legal services as provided in paragraph (7) of this Agreement. Invoices from third parties for these costs and expenses will be forwarded by the AGO to DPS for payment.

5. **Transfer Mechanism:** Monthly payments shall be made by DPS to the AGO based on billings for hours of service provided for legal work. The payment(s) shall be made within 30 days of the date of the monthly billing. The first monthly billing to DPS under this Agreement will cover the period of time commencing July 1, 2017.
6. **Reporting:** Hours of legal services provided under this Agreement will be recorded by the AGO staff for inclusion in the AGO payroll system. The AGO will provide DPS with a report of all hours of service provided under this Agreement on a monthly basis. Monthly, the AGO will provide a billing report to DPS including the total number of hours identifiable by case and a requested payment amount. The first monthly billing report to DPS under this Agreement will cover the period of time commencing July 1, 2017.

Each monthly report will include data from either two (2) or three (3) complete pay periods, from the end date of the preceding report through the last full pay period of the month in which the report is produced. The AGO will provide each report to DPS no later than six (6) weeks after the end of the period covered by the report.

7. **Legal Costs and Expenses:** DPS will pay for legal costs and expenses associated with providing legal services under this Agreement. For purposes of this Agreement, such legal costs and expenses will include, but are not limited to, the costs of filing legal documents, the hiring of expert witnesses and court reporters, and extraordinary travel expenses (e.g., out-of-state travel or air travel within the State of Minnesota).
8. **Amendments:** Any amendments to this Agreement shall be made in writing and executed as an amendment to the Agreement, including the mutual consent of both parties to the amendment.

9. **Authorized Agent:** The authorized agent of the Attorney General's Office for purposes of this Agreement is Ray Smith, Director of Finance. DPS's authorized agent for purposes of this Agreement is Larry Freund.

**APPROVED:**

**DEPARTMENT OF PUBLIC SAFETY**

By: Larry Freund

Title: CFO

Date: 6/13/17

**OFFICE OF THE ATTORNEY  
GENERAL**

By: David S. Vagstad

Title: Deputy Attorney General

Date: 6-14-2017

**MINNESOTA MANAGEMENT AND  
BUDGET**

By: [Signature]

Title: Deputy Commissioner

Date: 6/27/17

## AMENDMENT NO. 1 TO MnDOT CONTRACT NO. 1002179

|  |                                |                |
|--|--------------------------------|----------------|
| Contract Start Date: January 12, 2016              | Original Contract Amount:      | \$2,622,311.00 |
| Original Contract Expiration Date: August 31, 2018 | Previous Amendment(s) Total:   | N/A            |
| Current Contract Expiration Date: August 31, 2018  | Current Amendment Amount:      | \$2,474,175.80 |
| New Contract Expiration Date: June 30, 2020        | Total Amended Contract Amount: | \$5,096,486.80 |

Federal Project Number: N/A  
State Project Number (SP): 8816-2038  
Trunk Highway Number (TH): I-35E, I-35W, I-394  
Project Identification: MnPASS Enforcement Team

This amendment is by and between the State of Minnesota, through its Commissioner of Transportation ("State") and the Minnesota Department of Public Safety, acting through the Minnesota State Patrol ("MSP").

**RECITALS**

1. State has a contract with MSP identified as MnDOT Contract Number 1002179 ("Original Contract") to provide enforcement of violators using the MnPASS lanes during peak hours.
2. State is expanding its MnPASS network on I-35W and I-35E. Additional troopers are needed to provide enforcement for the additional mileage. The contract is being extended to provide continuous service through June 2020.
3. State and MSP are willing to amend the Original Contract as stated below.

**CONTRACT AMENDMENT**

Unless otherwise noted, in this amendment, deleted contract terms will be ~~struck out~~ and the added contract terms will be **bolded and underlined**.

**REVISION 1. Subarticles 1.2-1.3 are amended as follows:**

- 1.2 **Expiration Date:** This Agreement will expire on ~~August 31, 2018~~ **June 30, 2020**.
- 1.3 **Exhibits:** Exhibits ~~A through C~~ **A, B-1 and C** are attached and incorporated into this Agreement.

**REVISION 2. Subarticles 2.1.1-2.1.2 are amended as follows:**

- 2.1.1 ~~Four~~ **Six** Minnesota State Patrol Troopers (FTE)  
One Minnesota State Patrol Station Sergeant (FTE)  
One Minnesota State Patrol Lieutenant (FTE)
- 2.1.2 The ~~six~~ **eight** members of the Minnesota State Patrol will be assigned to a fulltime MnPASS Enforcement Team. The Team will work Monday through Friday (day or afternoon shift; 40-hour work week) defined as follows:  
Day shift: 5:00am – 1:00pm  
Afternoon shift: 1:00pm – 9:00pm

**REVISION 3. Subarticle 2.2.2 is amended as follows:**

- 2.2.2 FTE compensation and benefits of one Lieutenant, one Station Sergeant and ~~four~~ **six** Troopers
  - Regular salaries compensation and overtime as needed.
  - Includes pay for sick, vacation and holiday, with the exception of severance for these ~~six~~ **eight** designated employees

**REVISION 4. Subarticle 2.2.4 is amended as follows:**

- 2.2.4 Uniforms and equipment (following MSP issuance policy) for the ~~six~~ **eight** FTE positions

**REVISION 5. Subarticle 2.2.7 is amended as follows:**

- 2.2.7 Freeway pay for all ~~six~~ **eight** Team members



REVISION 6. Subarticle 2.4.1 is amended as follows:

- 2.4.1 Ensure a fully operational Team of one Lieutenant, one Station Sergeant, ~~four~~ six troopers and backfill any vacated positions.

REVISION 7. Subarticles 3.2-3.5 are amended as follows:

- 3.2 MSP will not bill MnDOT for expenses in Exhibit B B-1, Part 1. Costs incurred will be charged directly to MnDOT's budget under the Interagency Request for State Employee Services, Exhibit C. MSP will provide a monthly schedule showing which troopers are assigned to each corridor. MSP will promptly correct any erroneous charges to MnDOT's budget.
- 3.3 MSP will submit invoices for expenses in Exhibit B B-1, Part 2 using the frequency noted. MSP will create and enter an invoice in SWIFT. MnDOT will make payment using the bilateral netting process in SWIFT.
- 3.4 Budget categories in Exhibit B B-1 should not exceed their amount without written mutual agreement between parties to move an amount between categories.
- 3.5 The total obligation of MnDOT for all compensation and reimbursements to MSP under this Agreement will not exceed ~~\$2,622,311~~ \$5,096,486.80.

REVISION 8. Subarticles 5.1-5.3 are amended as follows:

5.1 MnDOT's Authorized Representative will be:

Name: ~~Mark Hagen~~ Josh Hebert  
Title: ~~Senior Consultant Administrator~~ Contract Administrator  
Address: Minnesota Department of Transportation  
1500 West County Road B-2  
Roseville, MN 55113  
Telephone: ~~(651) 234-7686~~ (651) 234-7688  
Fax: (651) 234-7689  
E-Mail: ~~mark.hagen@state.mn.us~~ joshua.hebert@state.mn.us

5.2 MnDOT's Project Manager will be:

Name: ~~Morris Luke, P.E.~~ Kiet Ly, P.E. (or his successor)  
Title: MnPASS Operations Engineer  
Address: Minnesota Department of Transportation  
1500 West County Road B-2  
Roseville, MN 55113  
Telephone: (651) 234-7028  
E-Mail: ~~morris.luke@state.mn.us~~ kiet.t.ly@state.mn.us

5.3 MSP's Authorized Representative will be:

Name: ~~Lieutenant Jason Bartell~~ Paul Stricker (or his successor)  
Title: Lieutenant  
Address: Minnesota State Patrol  
District 2500  
2005 North Lilac Drive  
Golden Valley, MN 55422  
Telephone: (763) 279-4561 (763) 279-4565  
E-Mail: ~~jason.bartell@state.mn.us~~ paul.stricker@state.mn.us

The Original Contract and any previous amendments are incorporated into this amendment by reference. Except as amended herein, the terms and conditions of the Original Contract and any previous amendment remain in full force and effect.

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**STATE ENCUMBRANCE VERIFICATION**

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.

Signed: [Signature]

Date: 7/2/17

SWIFT Contract ID No. 104519

SWIFT Purchase Order ID No. 3000365156 FY18

**CONTRACTOR**

Contractor certifies that the appropriate person(s) have executed the amendment on behalf of Contractor as required by applicable articles, bylaws or resolutions.

Signed: [Signature]

Title: C/Asst

Date: 7-19-17

**DEPARTMENT OF TRANSPORTATION (with delegated authority)**

Individual certifies that the applicable provisions of Minnesota Statutes §16C.08 subdivisions 2 and 3 are reaffirmed

Signed: Ann Zahr

Title: Asst Division Director - Ops

Date: 8/1/17

**~~COMMISSIONER OF ADMINISTRATION~~**

Office of Contract Management

Signed: Angela Freyler

Date: 8/1/17

MDOT Contract No. 100Z379

PART 5

|  | FY16         | FY17         | FY18         | FY19** updated | FY19*        | FY19 updated | FY20           | Notes  |
|--|--------------|--------------|--------------|----------------|--------------|--------------|----------------|--|
| Wages, Benefits and Comp Time during the Academy** | \$117,000.00 |              |              | \$37,000.00    |              |              |                | Academy Training Payroll, January - May 2018                                       |
| Troopers upon graduation (May-August)              | \$84,290.22  | \$35,818.98  | \$16,000.00  | \$16,000.00    | \$16,000.00  |              |                | May 17, 2015 - August 16, 2016   |
| FY Enforcement (July to June)                      |              | \$683,153.33 | \$741,573.65 | \$567,488.55   | \$127,805.48 | \$914,118.21 | \$941,336.51   | Beginning Aug 17, 2016, enforcement begins under this agreement *** FY1E, 1 FTE NT |
| 3% Pay for Station Separation                      |              | \$9,537.49   | \$7,132.82   | \$4,359.36     |              | \$4,577.50   |                |  |
| 2.5% Increase for Frequency Pay                    | \$2,195.25   | \$18,650.65  | \$18,650.65  | \$12,162.21    | \$8,188.48   | \$2,885.38   | \$19,336.42    | Troopers upon graduation (May-August) split between FY18 & FY19 fiscal each        |
| Overtime Expenses                                  | \$9,697.50   | \$29,573.00  | \$30,872.19  | \$14,162.51    | \$5,259.73   | \$42,357.81  | \$40,669.74    |  |
| Pavlovic Not to Exceed                             | \$207,122.87 | \$774,562.50 | \$785,228.42 | \$1,037,891.04 | \$186,534.21 | \$899,741.55 | \$1,013,253.80 |  |

2007

|   | FY16         | FY17         | FY18         | FY15*** updated | FY19**       | FY16 updated   | FY20           | Notes   |
|---|--------------|--------------|--------------|-----------------|--------------|----------------|----------------|---|
| Academy Hiring Process**                          | \$16,500.00  |              |              | \$8,298.38      |              |                |                | Testing Costs, Medical Evaluation, Psych Evaluation, etc., January - May 2015     |
|   | \$80,400.00  |              |              | \$25,146.35     |              |                |                | Testing Costs, Medical Evaluation, Psych Evaluations, etc., January - May 2012    |
| Housing, Meals, and Rental Costs at Camp Ripley** |              |              |              |                 |              |                |                |   |
| 2-Squad: Ford Interceptor                         | \$55,027.90  | \$55,027.90  | \$55,027.90  | \$60,519.69     |              |                | \$72,622.94    | 2-New cars each in FY 16, FY 17, and FY 18. Others would come from existing fleet |
| Squad Build & Equip                               | \$70,704.00  | \$70,704.00  | \$70,704.00  | \$62,621.23     |              |                | \$63,145.48    | 2-New cars each in FY 18, start replacements in FY20                              |
| Squad Maintenance                                 | \$1,300.00   | \$3,450.00   | \$61,200.00  | \$61,200.00     | \$10,200.00  | \$67,320.00    | \$74,052.00    | Maint & fuel based on \$9.20/gal  |
| 6-Sets - Trooper Uniforms & Equipment             | \$76,643.02  | \$7,000.00   | \$10,000.00  | \$47,350.81     | \$1,000.00   | \$10,750.00    | \$11,825.00    |   |
| Air Cards   | \$1,872.00   | \$3,744.00   | \$3,744.00   | \$4,236.12      | \$624.00     | \$4,658.93     | \$5,125.71     | Provides Laptop Connectivity  |
| 7 Flip/1 Smart Phone                              | \$433.00     | \$3,282.00   | \$3,488.00   | \$3,488.00      | \$432.00     | \$4,276.90     | \$4,704.48     |   |
| Billed Total                                      | \$301,168.92 | \$193,903.90 | \$294,559.90 | \$261,250.38    | \$12,256.00  | \$87,006.53    | \$231,475.61   |   |
| FY TOTAL  | \$508,251.89 | \$965,465.40 | \$999,782.32 | \$1,291,251.42  | \$144,770.21 | \$1,056,747.88 | \$1,244,729.20 | Payroll + Billed Items  |

\*\*\*FY18 updated. Includes 2 new and 6 current dropers.

3



|                                     |                             |                              |                     |
|-------------------------------------|-----------------------------|------------------------------|---------------------|
| Contract Start Date:                | <u>July 1, 2017</u>         | Total Contract Amount:       | <u>\$806,000.00</u> |
| Original Contract Expiration Date:  | <u>June 30, 2019</u>        | Original Contract:           | <u>\$706,000.00</u> |
| Current Contract Expiration Date:   | <u>June 30, 2019</u>        | Previous Amendment(s) Total: | <u>\$0.00</u>       |
| Requested Contract Expiration Date: | <u>                    </u> | This Amendment:              | <u>\$100,000.00</u> |

This amendment is by and between the Minnesota Department of Public Safety (DPS), State Patrol Division, 445 Minnesota Street Suite 130, St Paul, MN 55101 and the Department of Military Affairs (DMA), Veterans Service Building, 20 West 12<sup>th</sup> Street, St Paul, MN 55155.

### Recitals

1. The State has a contract with the Contractor identified as SWIFT contract number 119633 dated July 1, 2019 ("Original Contract") to provide access to Camp Ripley facilities.
2. Agreement is being amended to increase the amount of money that State Patrol can spend during the fiscal year.
3. The State and the Contractor are willing to amend the Original Contract as stated below.

### Contract Amendment

In this Amendment, changes to pre-existing Contract language will use ~~strike-through~~ for deletions and underlining for insertions.

**REVISION 1.** Clause 3 "**Consideration of Payment**" is amended as follows:

- (c) *Total Obligation.* The total obligation of the State for all compensation and reimbursements to the Contractor under this contract will not exceed ~~\$706,000.00~~ \$806,000.00.

### 1. STATE ENCUMBRANCE VERIFICATION

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

Signed: 

Date: 1/23/19

SWIFT Contract No. 128349

### 3. DEPARTMENT OF PUBLIC SAFETY, STATE PATROL

*Individual certifies the applicable provisions of Minn. Stat. §16C.08, subdivisions 2 and 3 are reaffirmed.*

By: 

Title: (with delegated authority)  
C/REF

Date: 1-23-19

### 2. DEPARTMENT OF MILITARY AFFAIRS

*The Contractor certifies that the appropriate person(s) have executed the contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.*

By: KERR.DONALD.JOHN.11389 Digitally signed by  
93198 KERR.DONALD.JOHN.1138993198  
Date: 2019.01.22 08:46:04 -06'00'

Title: Executive Director

Date: 22 January 2019

By:                     

Title:                     

Date:                     

Distribution:  
Agency  
Contractor  
State's Authorized Representative - Photo Copy

**State of Minnesota**

All notices, or communications between DPS and DMA shall be deemed sufficiently given or rendered if in writing/email and delivered to either party personally or sent by registered or certified mail addressed to the authorized Representatives, or their successor, under this agreement.

**3 Consideration and Payment**

DPS will pay DMA for use of grounds and facilities according to each Purchase Order for each event. Payment will be made as a Vendor Payment to the Camp Ripley Mess Fund.

The total obligation of Departments of Public Safety (DPS), State Patrol Division for all compensation and reimbursements to Department of Military Affairs (DMA) under this agreement will not exceed \$706,000.00.

**4 Conditions of Payment**

All services provided by DMA under this agreement must be performed to DPS's satisfaction, as determined at the sole discretion of DPS's Authorized Representative.

**5 Authorized Representative**

DPS's Authorized Representative is Kelly Mager, Lieutenant, Minnesota State Patrol Training & Development Section, 15000 Highway 115, Building 06-078 EMTC, Little Falls, MN 56345, 320-232-2030, or his/her successor.

DMA's Authorized Representative is Scott St. Sauver, Colonel, Office of the Post Commander, 15000 Highway 115 Camp Ripley, Little Falls, MN 56345, 320-616-2699, or his successor.

**6 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.

**7 Liability**

Each party will be responsible for its own acts and behavior and the results thereof.

**8 Termination**

Either party may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

Distribution:

Agency

Agency

**1. STATE ENCUMBRANCE VERIFICATION**

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

Signed: Rita V. Stiefel

Date: 1-23-17

**2. DEPARTMENT OF MILITARY AFFAIRS**

**KERR.DONALD.JOHN.11389**

By: 93198

(With delegated authority)

Title: Executive Director

Date: 19 January, 2017

**3. DEPARTMENT OF PUBLIC SAFETY**

By: [Signature]  
(with delegated authority)

Title: Chief

Date: 1/23/17

Digitally signed by KERR.DONALD.JOHN.1138993198  
DN: c=US, o=U.S. Government, ou=DoD, ou=PKI,  
ou=USA, cn=KERR.DONALD.JOHN.1138993198  
Date: 2017.01.19 11:48:07 -06'00'



# Comprehensive IT Service Level Agreement

in Direct Support of the Department of Public Safety  
Business Operations

Effective Date: July 1, 2012

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## Acknowledgement: Comprehensive IT Service Level Agreement

We mutually agree that the MN.IT Comprehensive Service Level Agreement (SLA) for MN.IT Services is a reasonable representation of the Agency's current IT activity, using the standard terms and definitions in the SLA document.

The services and service costs described in the SLA are "as is" at the time of IT consolidation, based on FY11 financial data and preliminary FY12 financial data, and that are inclusive of all IT. We understand that the agreement will be updated with final FY12 financial data when it becomes available, and any preliminary FY13 financial data, to more accurately reflect MN.IT Services anticipated FY13 IT spend.

We understand the need for and commit to regular consultation (at least quarterly) between MN.IT Services and agency leadership to review on-going service levels, performance metrics, new project and/or service needs and MN.IT Services budget priorities.

A handwritten signature in cursive script, reading "Mary Ellison", written over a horizontal line.

Mary Ellison

Deputy Commissioner

MN Dept. of Public Safety

June 28, 2012

A handwritten signature in cursive script, reading "Paul B. Meekin", written over a horizontal line.

Paul B. Meekin

MN.IT Services @ DPS CIO

MN.IT Services

June 28, 2012





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## Introduction

### Service Level Agreement

A service level agreement is a negotiated agreement that records the common understanding about services, priorities, responsibilities, guarantees and warranties between two parties, where one is the customer and the other is the service provider. The purpose of the Comprehensive IT Service Level Agreement (Agreement or SLA) is to spell out the relationship and expectations of the consolidated executive branch IT organization – the Office of Enterprise Technology, d/b/a MN.IT Services – and each of its individual executive branch agencies.

While the Agreement is timed to meet the statutory mandate for the Office of Enterprise Technology to “enter into a service-level agreement with each state agency” by July 1, 2012,<sup>1</sup> this Agreement, in fact, is more substantive than many service level agreements in the information technology industry and goes beyond the expectations of the state law.

### Documenting a Cooperative Relationship

The SLA is, by nature and intent, the articulation of a vital cooperative relationship between information technology and the state government business that it serves. It is a living document that serves as a tool for defining expectations, roles and responsibilities, processes and procedures that will help the very diverse and complex executive branch make the transition to and function successfully within a centralized IT environment.

As the first iteration of this documentation at the beginning of the first full year of consolidated IT management, this Agreement focuses primarily on documenting the “as is” state of IT services, setting a baseline for the service definitions, service levels, service costs and attributes that currently exist and are, in fact, “inherited” by the central agency from the individual management of IT and IT budgets at the agency level.

The goal of this document is to:

- Define services in terms that make sense to the agencies
- Match the dollars, at the agency level, currently spent on IT with the services currently received
- Identify the processes by which agency business leadership can, with help from MN.IT Services, make business decisions and set priorities for information technology
- Clarify roles so that agencies know what IT delivers and who does what

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<sup>1</sup> *Minnesota Laws 2011, First Special Session chapter 10, article 4, section 6*

- Quantify metrics and accountability so that agency business leadership knows that the documented expectations are being met.

To reinforce the nature of this Agreement as a planning tool and a covenant between two entities that co-exist under the jurisdiction of the executive branch and the leadership of the Governor of Minnesota, this Agreement is a document that requires neither a signature nor a “lock” on its content.

While the Agreement documents a set of expectations and warranties by which the individual agency customers of this new organization can measure service performance, it is also – more importantly - a vital planning tool for the agencies to set priorities and work with MN.IT Services in order to establish services and systems that have a high business value and meet the ever-changing program needs of the agency and its citizen customers.

For MN.IT Services, this document represents an opportunity to articulate and confirm its understanding of agency needs and expectations. It also serves as a baseline by which MN.IT can begin to normalize and standardize roles, service levels, budgets, processes and procedures as it brings together many highly diverse and heretofore individually managed IT operations. It also allows the newly centralized organization to identify centers of excellence, investment priorities, gaps and issues, and opportunities for leveraging resources and economies of scale.

In sum, this Agreement serves as the very beginning of a fluid and ongoing cooperative relationship that promises effective information technology management and enhanced government innovation to meet complex agency business needs in the decades ahead.

## Substantiating Documentation

MN.IT Services intends to use four documents as the foundation for the direction of the State's IT program and the parameters of the Agency's goals and service management practices:

- This comprehensive Agreement focuses on the “nuts and bolts” of agency expectations and service accountability.
- The State of Minnesota Information and Telecommunications Systems and Services Master Plan that articulates the higher-level business goals and ambitions for technology at the State.
- The Agency Centralized IT Reference Model that sets the foundational direction for agency-based service delivery and customer relationships and facilitates MN.IT Services' ability to deliver consistent IT services and maintain accountability and responsiveness to all agencies, regardless of the diversity of business, resources and physical location.
- The Minnesota IT Governance Framework, that outlines the governance processes by which IT direction and priorities are set and how agencies participate and provide input.



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# Section 1: Service Agreement

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## **Department of Public Safety Service Agreement**

### **Introduction**

The aim of this Agreement is to provide a basis for close co-operation between the Office of Enterprise Technology (d/b/a MN.IT Services or MN.IT) and Department of Public Safety (Agency), for support services to be provided by MN.IT to the Agency, thereby ensuring timely, cost effective and efficient support services are available to Agency end users.

The primary objective of this document is to define the service delivery items that will govern the relationship between MN.IT and the Agency. The SLA documents the required business facing information technology (IT) services that support the existing Agency business processes at the existing service levels. This SLA determines the IT service delivery performance baseline from which any desired future changes will be negotiated.

This SLA, and all appendices which are incorporated herein by reference, supersede in their entirety any previous agreements between the Office of Enterprise Technology and the Agency relating to Laws of Minnesota 2011, First Special Session chapter 10, article 4 (the IT Consolidation Act). This SLA is authorized by and implements the requirements set forth in the IT Consolidation Act. This SLA is intended to serve as a transitional agreement delineating the parties' responsibilities until superseded by future amendments.

For purposes of this SLA, "information technology" is defined as the acquisition, storage, communication, and processing of information by computers, telecommunications, applications and other software. This information includes, but is not limited to business data, voice, images, and video. IT provides businesses with business process automation, productivity tools and information delivery services to help execute the business strategy. Specific components of IT include, but are not limited to, all enterprise and agency-specific (unique) applications (business application software and related technical support services), system software, networks, databases, telecommunications, data centers, mainframes, servers, desktops and monitors/laptops/mobile computing devices, output devices such as printers, electronic mail, office systems, reporting, and other standard software tools, helpdesk, upgrades, security and continuity, and maintenance and support of these systems.

The success of this SLA and the cooperative relationship created is dependent on each party understanding and fulfilling their responsibilities and generating an environment conducive to the achievement and maintenance of targeted service levels.

## Objectives of Service Level Agreements

- To create an environment that is conducive to a cooperative relationship between MN.IT and the Agency to ensure the effective support of end users who conduct state government business
- To document the responsibilities of all parties taking part in the Agreement
- To ensure that the Agency achieves the provision of a high quality of service for end users with the support of MN.IT
- To define the start of the Agreement and the process for reviewing and amending the SLA
- To define in detail the services to be delivered by MN.IT and the level of service and anticipated costs that can be expected by the Agency, thereby reducing the risk of misunderstandings
- To provide a common understanding of service requirements/capabilities and of the principles involved in the measurement of service levels/objectives
- To provide the parties to the SLA a single, easily referenced document that addresses the objectives as listed above

## Agreeing Parties

The Office of Enterprise Technology (d/b/a MN.IT Services or MN.IT)  
Department of Public Safety (Agency)

## Agreement Schedule

Start Date: July 1, 2012

## Review Process

This Agreement will be reviewed no less frequently than annually on a mutually agreed upon date, by the Agency and MN.IT. The review will include an evaluation of the services provided and service levels required by the Agency as of the date of the review. To the extent reasonably necessary to meet the business needs of the Agency, the parties to this SLA agree to use best efforts to amend the SLA to change and update the Agreement to reflect the Agency's business needs.



## Contact Details

The following contacts are responsible for the monitoring and maintenance of this Agreement. Please refer to Section 2 for how to make operational requests.

|                                | Name         | Phone        | Email address            |
|--------------------------------|--------------|--------------|--------------------------|
| <b>Agency Primary Contact:</b> | Mary Ellison | 651/201-7173 | mary.ellison@state.mn.us |
| <b>MN.IT Services Contact</b>  | Paul Meekin  | 651/201-7750 | paul.meekin@state.mn.us  |

## Responsibilities

MN.IT and the Agency will establish a cooperative relationship to achieve efficiencies and improve the delivery of technology services in state government and to citizens, in which MN.IT will act as the IT service provider and the Agency will act as the customer.

In consideration of the mutual promises set forth in this SLA, MN.IT and the Agency agree to all terms in this SLA, including as follows:

In conjunction with state agencies and others stakeholders, MN.IT will establish and maintain a formal governance process (Minnesota IT Governance Framework) that includes agency business participation and incorporates agency input into overall IT strategy and direction.

All Agency-based IT-related employees are accountable to the Agency-based chief information officer (CIO) and, through the Agency-based CIO, report to the State CIO or designee. All Agency-based IT-related employees are MN.IT employees, but the Agency will continue to provide a portion of the support services, as agreed upon and as needed. (Hereinafter Agency-based IT-related employees are referred to as Agency-based MN.IT employees.)

MN.IT reserves and may exercise, during the term of the SLA, the right to assume the salary and other costs, provision of support services and administrative responsibility for Agency-based MN.IT employees for the purposes of complying with the IT Consolidation Act and improving Agency IT services, reassigned roles and/or service consolidation. It is anticipated that some of these changes will commence in fiscal year 2013.

MN.IT's oversight authority includes, but is not limited to, IT-related planning activities, budget management, purchasing, policy development, policy implementation, and direction of Agency-based MN.IT employees. MN.IT's oversight authority does not extend to the non-IT portions of the Agency's business operations.

Pursuant to Minnesota Statutes section 16E.016, MN.IT has the authority and is responsible for the provisioning, improvement, and development of all Agency IT systems and services as directed and delegated by MN.IT to the Agency-based CIO. In performing these duties, MN.IT will take into consideration all of the Agency's concerns and requests, as reasonably required to address the Agency's business needs.

All IT-related funds remain under the control of the Agency for accounting and administrative purposes, and MN.IT will direct and delegate authority for the management of those funds to the Agency-based CIO. All IT-related resources, regardless of funding source, constitute the Agency budget for IT (IT Budget). The Agency's total IT Budget includes, but is not limited to, budgets/funds for: Agency-based MN.IT employee salaries and fringe benefits; IT-related hardware, software, equipment, and asset maintenance; IT-related space rental, maintenance, and utilities; and IT-related professional internal and external services and all other IT-related contracts. The IT Budget includes, but is not limited to, the resources supporting the Agency IT-related activity or service components in all Agency divisions or units. The IT Budget will be considered to constitute the full and complete Agency budget for all IT activity at the Agency. The IT Budget does not include Agency resources that are outside the IT Budget.

MN.IT, through the Agency-based CIO and in consultation with the Agency, and the Agency chief financial officer (CFO), agrees to manage existing Agency-based IT resources consistent with this SLA. MN.IT intends to comply with all legal restrictions and requirements on those resources, if any.

## **MN.IT Services Roles and Responsibilities**

MN.IT will exercise all authority and responsibilities in a manner that assures the best interests of the State and the Agency it serves while meeting the intent of the IT Consolidation Act as interpreted by the State CIO.

MN.IT is responsible for:

- Managing all IT strategic planning and establishing the State's IT direction in the form of policies, standards, guidelines and directives.
- Developing and determining delivery strategies for all executive branch state agency IT activity and services consistent with the Minnesota IT Governance Framework.
- Managing IT resource deployment at the executive branch level based on strategic planning, service delivery strategies, Agency and executive branch business needs and legal restrictions and requirements on IT resources and IT resource funding.
- Performing an agreed upon portion of human resources services for the Agency-based CIO and Agency-based MN.IT employees. MN.IT has authority with regard to IT-related employment including, but not limited to, hiring, discharging, transferring,

and promoting the Agency-based CIO and Agency-based MN.IT employees. MN.IT has the responsibility to respond to and address disputes, disciplinary actions and grievances related to MN.IT employees.

- Delegating appropriate authority to the Agency-based CIO and providing direction and guidance to the Agency-based CIO in Agency IT business operations including, but not limited to, IT-related planning, budgets, purchasing, service strategy, policy development and implementation, and personnel management of Agency-based MN.IT employees.
- Determining responsibility, role, and compensation for the Agency-based CIO; creating a position description, completing performance appraisals of the Agency-based CIO and implementing performance-related measures including performance management, in consultation with the Agency.
- Providing guidance on the roles and responsibilities of MN.IT, the Agency-based CIO and the Agency related to the management and responses to data requests made under Minnesota Statutes chapter 13 for Agency data or information that resides on MN.IT-managed technology equipment. Agency data or information that resides on MN.IT-managed technology equipment is subject to Minnesota Statutes chapter 13 and MN.IT will comply accordingly.
- Promptly notify Agency, through the Agency-based CIO, of a known or suspected IT security breach of Agency's not public data. MN.IT will work with Agency to comply with notice and regulatory requirements under Minnesota Statutes chapter 13 and other applicable state and federal laws, rules and regulations. MN.IT and Agency-based CIO will work to identify the deficiency that led to the breach and to correct, mitigate and remediate the deficiency, which may require additional resources. Additional details regarding the requirements and coordination of IT security data breaches are included in the Enterprise Information Security Incident Management Standard (available on the MN.IT website).
- Working with Agency-based CIO and Agency regarding implementation of a MN.IT employee training program to satisfy applicable federal and state requirements for Agency data access and handling, if any. Additional details regarding the requirements and coordination of data training are included in the Enterprise Information Security Training and Awareness Standard (available on the MN.IT website).
- Implementing and maintaining appropriate IT internal controls for all IT-related business in accordance with MN.IT, Agency, and MMB policies, standards, and guidance. MN.IT is not responsible for maintaining internal controls for Agency non-IT related business.
- MN.IT, through the Agency-based CIO, will work in good faith with Agency to comply with all applicable state and federal laws, rules and regulations. Additional Agency-specific legal or regulatory requirements may be located in Appendix A. If the Agency is not in compliance at the time of transition (July-August 2012) then additional resources may be required to bring the Agency into compliance.

## **The Agency-based Chief Information Officer Roles and Responsibilities**

The Agency-based CIO represents MN.IT at the Agency and has delegated oversight over all Agency-based MN.IT resources and employees. The Agency-based CIO has the authority and responsibility to:

- Manage the centralized reporting structure for all Agency-based MN.IT employees in consultation with the Agency and under the direction of MN.IT.
- Manage the Agency IT Budget, including the determination of service delivery strategies for IT services.
- Hire and manage Agency-based MN.IT employees, in coordination with human resources personnel, including, but not limited to, managing the work direction, selection, evaluation, reallocation, reclassification, promotion, recognition, and coaching; administering disciplinary actions when necessary; and responding to any disputes or grievances filed by MN.IT employees.
- Manage and approve all IT purchasing consistent with Minnesota Statutes Chapter 16C and other applicable laws, and in consultation with the Agency.
- Represent the Agency's strategic IT direction, planning, business needs and priorities to MN.IT.
- Comply with and implement at the Agency all MN.IT IT policies, standards, guidelines, direction, strategies, and decisions.
- Comply with and implement at the Agency all Agency policies, standards, guidelines, direction, strategies, and decisions, unless in conflict with MN.IT IT policies, standards, guidelines, direction, strategies, and decisions.
- Report directly to and be held accountable by MN.IT for IT operational direction including, but not limited to, IT-related planning activities, budget management, purchasing, policy development, policy implementation and management of Agency-based MN.IT employees.
- Manage the oversight and authority for Agency IT-related activities - including, but not limited to, performance and functionality of Agency IT systems and applications - in a manner that supports statewide direction and policies established by MN.IT; enables appropriate technology, methodology, and industry best practices as directed by MN.IT; and advances the vision, mission, goals, and business needs of the Agency.
- Assist Agencies, as requested, with the prompt fulfillment of requests made pursuant to Minnesota Statutes chapter 13 for Agency data or information that resides on MN.IT-managed technology equipment. The responsibilities of MN.IT, the Agency-based CIO, and the Agency related to these requests are further delineated in the Office of Enterprise Technology's data practices requests guidance document (issued Jan 3, 2012, revised April 3, 2012).
- Notify MN.IT of a known or suspected IT security breach of Agency's not public data, and promptly notify Agency of a known or suspected IT security breach of Agency's not public data. Agency-based CIO will work with MN.IT and Agency to comply with

notice and regulatory requirements under Minnesota Statutes chapter 13 and other applicable state and federal laws, rules and regulations. Agency-based CIO will work with MN.IT to identify the deficiency that led to the breach and to correct, mitigate and remediate the deficiency. Additional details regarding the requirements and coordination of IT security data breaches are included in the Enterprise Information Security Incident Management Standard (available on the MN.IT website).

- Consult and coordinate with MN.IT and the Agency regarding implementation of a MN.IT employee training program to satisfy applicable federal and state requirements for Agency data access and handling, if any. Additional details regarding the requirements and coordination of data training are included in the Enterprise Information Security Training and Awareness Standard (available on the MN.IT website).
- Work in good faith with MN.IT and Agency to comply with all applicable state and federal laws, rules and regulations. Additional Agency-specific legal or regulatory requirements may be located in Appendix A.

All Agency-based CIO decisions made and discretion exercised pertaining to this SLA are subject to the authority of MN.IT.

## **The Agency Roles and Responsibilities**

In matters related to this SLA, the Agency is responsible for the following:

- Maintaining the Agency-based CIO in a role within the Agency that directly communicates with the Commissioner, Deputy Commissioner, or equivalent incumbent.
- Including the Agency-based CIO as a regular attendee of Agency executive team meetings to provide IT-related reports and ensure that the MN.IT IT strategy supports the business needs of the Agency.
- Communicating with the Agency-based CIO regarding all important Agency IT developments.
- Affording the Agency-based CIO with the authority appropriate to an Agency employee that will enable the Agency-based CIO to manage the IT Budget on the Agency's behalf in cooperation with Agency. This includes, but is not limited to, Agency IT purchasing authority and hiring selection for Agency-based MN.IT employees.
- Determining and communicating new service requirements to the Agency-based CIO based on program needs, including, but not limited to, changes in service volumes and IT projects, identifying funds for new services, and initiating a change to this SLA and/or the IT Budget, as prescribed by the SLA and this Section.
- Providing input to the State CIO on performance appraisals and performance management for the Agency-based CIO.
- Continuing to perform all financial accounting services for the Agency's total IT Budget, including, but not limited to, providing the Agency-based CIO with regular

financial reporting sufficient to plan, manage and commit funding for Agency IT services, as well as fiscal operations and functions related to the Agency-based CIO and Agency-based MN.IT employees.

- Continuing to perform a portion of the human resources services related to the Agency-based CIO and Agency-based MN.IT employees, as needed and agreed upon by the parties to this SLA. Any legal matters involving an Agency-based MN.IT employee initiated prior to this SLA continue to be the Agency's responsibility in all respects.
- Continuing to perform a portion of the other administrative services, including responding to data requests under the Minnesota Government Data Practices Act (Minnesota Statutes chapter 13) and legislative functions, as needed and agreed upon by the parties to this SLA.
- As the "responsible authority" for Agency data or information, the Agency must respond to requests made pursuant to Minnesota Statutes chapter 13 for Agency data or information that resides on MN.IT-managed technology equipment. The responsibilities of MN.IT, the Agency-based CIO, and the Agency related to these requests are further delineated in the Office of Enterprise Technology's data practices requests guidance document (issued Jan 3, 2012, revised April 3, 2012).
- Notifying Agency-based CIO of any suspected or known IT security breach of Agency's not public data. Agency will work with MN.IT to comply with notice and regulatory requirements under Minnesota Statutes chapter 13 and other applicable state and federal laws, rules and regulations. Agency is responsible for providing any required notifications under Minnesota Statutes section 13.055 and other applicable state and federal laws, rules and regulations. Additional details regarding the requirements and coordination of IT security data breaches are included in the Enterprise Information Security Incident Management Standard (available on the MN.IT website).
- Working with Agency-based CIO and MN.IT regarding implementation of a MN.IT employee training program to satisfy applicable federal and state requirements for Agency data access and handling, if any. Additional details regarding the requirements and coordination of data training are included in the Enterprise Information Security Training and Awareness Standard (available on the MN.IT website).
- Working in good faith with MN.IT and the Agency-based CIO to comply with all applicable state and federal laws, rules and regulations. Additional Agency-specific legal or regulatory requirements may be located in Appendix A. If the Agency is not in compliance at the time of transition (July-August 2012) then additional resources may be required to bring the Agency into compliance.

## Acceptance, Amendments, and Termination

MN.IT's provision of services under this SLA and the Agency's use of those services

constitutes acceptance by both parties of all terms in this SLA.

Any amendment to this Section 1, Appendix A , or Appendix B, or termination of this SLA, must be in writing and will not be effective until it has been approved by the State CIO and the Agency Primary Contact identified above. Either party may request an amendment to this Section in writing, with full documentation of purpose and justification.

To make a change to the IT Budget, the Agency's CFO must provide notice, and a reason for the change, to MN.IT's CFO and the Agency-based CIO, and MN.IT's CFO will consult with MMB. A change to the IT Budget may also require a change to the SLA.

Except for Section 1 and Appendices A and B, any other changes to the SLA, including service levels, must be in writing and will not be effective until approved by the State CIO, or designee, and the Agency Primary Contact identified above, or designee. The State CIO, or designee, and the Agency Primary Contact identified above, or designee, may agree to establish a more efficient process to change the SLA (other than Section 1 and Appendices A and B) but all changes must be in writing. A change in service levels may also require a change to the IT Budget, which must follow the process in the preceding paragraph.

## Dispute Resolution

The parties agree to cooperate with each other in the performance of the duties and responsibilities under this SLA. Each party to this SLA will make every effort to avoid disputes by clearly documenting communications and engage the applicable chain of command, as necessary. If the parties are unable to reach an agreement with respect to any dispute related to the services, terms and provisions of this SLA, the Agency's Primary Contact and the State's CIO will meet to determine further action.

## Liability

Each party shall be responsible for claims, losses, damages and expenses which are proximately caused by the wrongful or negligent acts or omissions, including lack of funding, of that party or its agents, employees or representatives acting within the scope of their duties. Nothing herein shall be construed to limit either party from asserting against third parties any defenses or immunities (including common law, statutory and constitutional) it may have or be construed to create a basis for any claim or suit when none would otherwise exist. This provision shall survive the termination of this Agreement.

## Additional Provisions

The terms of this SLA are not meant to supersede or violate any applicable bargaining unit contracts, state laws, or federal laws. If any provision of this SLA is determined to be unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this SLA shall remain in full force and effect.

## Law to Govern

This Agreement shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this Agreement, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## Assignment

Neither MN.IT nor the Agency shall assign or transfer any rights or obligations under this SLA without the prior written consent of the other party. This provision must not be construed to limit MN.IT's ability to use third party contractors or products to meet its obligations under this SLA.





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## Section 2: Service Operations

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## Service Operations

### Customer Service

#### Customer Relations

##### *Agency-based MN.IT Chief Information Officer (CIO)*

The Agency-based CIO has been and will continue to be an integral part of the Agency management team and the primary agency partner for the development of IT plans and the manager of IT solutions that meet the Agency's business needs. Working with Agency business leaders, MN.IT's Agency-based CIO will plan, design, create and maintain IT solutions and work with the Agency to meet service levels, budgets and priorities.

Specifically, the MN.IT Agency-based CIO:

- Leads technology planning, needs assessment, design, and procurement of IT for the Agency
- Partners with Agency business leaders to design create and maintain applications to meet business requirements
- Manages delivery and ongoing operational support of IT at the Agency level
- Provides and reviews with Agency leadership all service level reporting.

##### *MN.IT Services Account Team*

Each MN.IT customer also has a designated Account Team for those services that are provided centrally by MN.IT Services. The Account Team is comprised of a primary and backup Account Manager to work with the Agency-based CIO on provisioning and sourcing the central services the Agency needs.

Specifically, the Account Manager:

- Provides consultation; needs assessment; analysis and design of cost-effective centrally provided solutions to meet business needs
- Leverages the full resources of MN.IT's technical expertise to deliver centrally provided solutions to Agency business needs and/or to source them from private partners
- Develops proposals and service agreements for utility and other MN.IT centrally provided services
- Provides service level reporting and reviews, jointly with the Agency-based CIO, on utility and other MN.IT centrally provided services.

The Agency-based CIO and Account Manager are integral parts of the MN.IT team working to bring the Agency the best technology to meet the Agency's needs at the best price performance possible.

## Service Level Reporting

### Reporting

Recurring service performance reports will be run against the service level targets defined in Section 4. This performance report will be in the form of a monthly IT dashboard with the following attributes:

- Availability
- Capacity
- Service Support
- Recoverability

### Reviews

Service reviews will be conducted on a bi-monthly basis and facilitated by the Agency-based CIO through the service level management process.

## Requesting Support for MN.IT Services

While every Agency-based office currently manages individual processes and procedures for the support of Agency-based IT services, MN.IT Services, in this document, sets forth standards for service management based on the standard for current centrally delivered services. These standards apply to all service desks, regardless of location, unless otherwise noted.

Following the standards in this section, are the processes and exceptions that are currently in effect at the Agency.

Agency-based CIOs, as a group, are working to define common service management processes that will bring all MN.IT services into alignment with enterprise-wide standards in the future. This SLA will be amended by the Agency-based CIO as changes are made to the specific procedures at the Agency.

### MN.IT Service Desk

The MN.IT Service Desk acts as the central point of contact for all IT services. It is the focal point for reporting all service incidents and for all service requests. The MN.IT Service Desk is a skilled, 24x7 on-site operation that performs the first line support for all IT services, fulfilling a large percentage of incidents and requests without escalation.

### *Definitions*

**Incident:** An incident is any event which is not part of the standard operation of service and which causes, or may cause, an interruption or a reduction in the quality of that IT service.

**Service Request:** A user request for support, delivery, information, advice, documentation, or a standard change. Service requests are not service disruptions.

### *Service Desk Activity*

**Ownership, monitoring, and tracking of all incidents and requests:** 100% logging of incidents/ requests; request managed throughout their lifecycle.

**Customer-facing first level support for all services:** Response to all submitted incidents & requests through incoming calls, email, online and system monitoring alerts in a prompt & efficient manner; provision of customer status.

**Escalation:** Intensify the response to the incident or request; Coordinate handoff to second-line or third-party support groups, if necessary.

**Communications:** Communication of planned and unplanned service outages.

### *Critical Success Factors*

The purpose for and criteria for measuring the success of the Service Desk include:

- **Maintaining IT service quality** –as documented in individual Service Level Agreements
- **Maintaining customer satisfaction** – per customer survey metrics
- **Resolving incidents within established service times** – See Service Level Objectives in table below
- **Fulfilling requests within established service times** – See Service Level Objectives in table below

### *Prioritization*

All incidents and service requests will be assessed and assigned a priority based on two criteria: **urgency** and **impact**. Priority drives the incident resolution and request fulfillment process and associated procedures.

## COMPREHENSIVE IT SERVICE LEVEL AGREEMENT

| Priority Level | Definition  | Incident Resolution and Request Fulfillment Service Level Objectives |
|----------------|---|--|
| Critical-1     | Any incident that has "massive impact," and is highly visible, impacts a significant number of users, a major agency, application or service and has no redundancy or alternate path. | 2 Hours (24x7)   |
| High-2         | Any incident that impacts a significant number of users, a major agency application or service, but has redundancy, or an alternate path or bypass.                                   | 8 Hours (24x7)   |
| Medium-3       | Any incident that impacts a limited number of users with a resource or service down or degraded.  | 2 Business Days*   |
| Low-4          | Any incident that impacts a small number or a single user in which a resource or non-critical service is down or degraded and a deferred fix or maintenance is acceptable.            | 5 Business Days*   |

\*Business Day = Monday – Friday 8:00 AM – 5:00 PM

### *Critical-1 Procedures*

The MN.IT Service Desk follows Critical-1 escalation and notification procedures 24 hours a day, seven days a week, 365 days a year.

A master incident ticket serves as the source document throughout the event and this ticket number is referenced in all updates regarding the incident.

| Stages                                   | Activity   | Agency Communications  | Notification Objectives                                 |
|--|--|--|---|
| <b>Critical-1 Incident is identified</b> | Agency is notified that a Critical-1 incident is in progress | Email sent to Critical-1 distribution list<br>Service Desk ACD (Automated Call Distributor) is updated | Within 20 minutes of Critical incident being identified |

## COMPREHENSIVE IT SERVICE LEVEL AGREEMENT

|   |  |  |   |
|---|--|--|---|
| <b>During a Critical-1 Incident</b>               | The Service Desk updates Agency regularly while the Critical-1 incident is occurring   | Email to the Critical-1 distribution list<br>Service Desk ACD message updated      | Every hour, on the hour or as pertinent information becomes available |
| <b>Critical-1 Incident is resolved</b>            | Agency is notified of resolution   | Email to the Critical-1 distribution list<br>Service Desk ACD message updated.     | Within 10 minutes of resolution                                       |
| <b>After-Action Analysis and Agency follow-up</b> | Problem Management holds an after-action meeting within 3 business days to review the root cause and define process improvements that can mitigate or prevent future occurrences | A Root Cause Analysis (RCA) report is emailed to the Critical-1 distribution list. | Within 2 business days of the after-action meeting.                   |

### *MN.IT Central Service Desk Contact Information*

*(See following pages for information on the Agency-based MN.IT Service Desk)*

|                              |  |
|------------------------------|--|
| Business Hours               | 24 x 7 x 365   |
| Contact Name                 | MN.IT Service Desk   |
| Phone Number                 | 651-297-1111   |
| Email Address                | <a href="mailto:Service.Desk@state.mn.us">Service.Desk@state.mn.us</a> |
| Web Site and Service Catalog | <a href="http://www.MN.gov/oet">www.MN.gov/oet</a>                     |

## Scheduled Maintenance and Changes for MN.IT Services

To ensure the stability, service levels, and availability of services, MN.IT Services uses *change windows* to implement planned changes and maintenance that carry a risk of or are known to impact a service. Requests for maintenance or changes are planned, reviewed, authorized, scheduled and controlled to occur during these windows in order to ensure that they are successful and fully completed within the scheduled change window.

Each request for maintenance or change is:

- **Planned** to ensure prior testing, where possible, proper time estimates, successful change validation testing, and allowance for time to back out the change if problems cannot be resolved.

- **Reviewed** to ensure the plan is appropriate, complete and doesn't conflict with other changes.
- **Authorized** after having had proper levels of approvals, risk assessments, and plans.
- **Scheduled** to avoid conflicts with other changes, mitigate risks and minimize disruption to business.
- **Controlled** to ensure proper process, resources, and execution.
- **Logged/tracked** to ensure that changes are documented in order to facilitate review and control.

Following these procedures ensures the highest success rate with appropriate risk, and minimizes the potential for any interruption in service. In the event the authorized work cannot be successfully completed in the scheduled window, it will be backed out, the service / technology infrastructure will be returned to the previous baseline, the cause for failure will be determined, an implementation plan will be updated, and the change will be authorized for a subsequent window.

### **Scheduled Maintenance / Change Windows**

MN.IT will provide Agency a 5-day advance notice of Scheduled Maintenance. All prescheduled systems maintenance, unless otherwise agreed upon in advance by Service Operations, shall be during the time specified in the scheduled maintenance/change window as follows:

Monday thru Friday: 2:00AM to 6:00AM

Saturday: 2:00 AM to 12:00 PM (NOON)

The service unavailability for scheduled maintenance windows is excluded from uptime (availability) calculations. The maintenance is performed during the time specified in the scheduled maintenance/change window.

### **Emergency Maintenance and Changes**

Emergency changes are typically to resolve an ongoing service outage or degradation or address an emerging security vulnerability, in which case the risks and potential business impact are so high that it is not prudent to wait for the next regularly scheduled change window.

Under certain unforeseen circumstances, MN.IT may need to perform emergency maintenance or changes, such as security patch installation or hardware replacement. If MN.IT is unable to provide customers with advanced notice in cases of emergency maintenance, MN.IT will provide after-the-fact follow-up for the event.



**Department of Public Safety Service Operations Details****MN.IT @ Department of Public Safety Service Desk**

The MN.IT@ Department of Public Safety Service Desk has the following exceptions to the standards identified in Section 2: Service Operations.

**General Information****Contact Information**

|                              |   |
|------------------------------|---|
| Service Desk Name            | BCA Service Desk  |
| Business Hours               | 7:00 AM - 4:30 PM   |
| Contact Name                 | BCA Service Desk  |
| Phone Number                 | 651/793-2500  |
| Email Address                | bca.servicedesk@state.mn.us   |
| Web Site and Service Catalog | <a href="https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx">https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx</a> |

## Prioritization

MN.IT@ Department of Public Safety Service Desk uses the following prioritization criteria:

| Priority Level | Definition  | Incident Resolution and Request Fulfillment Service Level Objectives  |
|----------------|---|---|
| Critical (P1)  | "Service Down: AFIS, BioID, CCH, eCharging, Hot Files, LEMS, Livescan, LME, NCIC, NLETS, PsPortals, Telephone voice service, VPN service"   | Time to Engage: 15 minutes<br>Time to Resolve: 2 hours<br>Ticket update interval: 30 minutes                              |
| High (P2)      | Down: Archive Services, CCH Agency Interface, DANCO, IBIS 2-Finger, ISS, Statute Service.<br>Degraded: CCH, AFIS, eCharging, Hot Files, LEMS, NCIC, NLETS, PsPortals, Telephone voice service, VPN Service  | Time to Engage: 15 minutes<br>Time to Resolve: 4 hours<br>Ticket update interval: 2 hours                                 |
| Medium (P3)    | Down: ACISS, Catalog of Services, CJTE Registration, CIBRS, CJRS, DNR, Duty Officer Application, Infolmage, LPR, Meth Web, Mideo Caseworks, Missing Persons, MRAP, MROD, POR, PTS, Public CCH, Questioned Identity, Suspense Web, Voicemail,<br>Warrant Services<br>Down: | Time to Engage: 2 hours or next bus. day<br>Time to Resolve: 4 business hours<br>Ticket update interval: 2 business hours |
| Low (P4)       | Automated Pawn System, BCA Insider/Intranet, CJIR, CRM, Crime Scene App, Supplemental Reporting.  | Time to Engage: Next business day<br>Time to Resolve: 40 business hours<br>Ticket update interval: 1 business day         |

## Critical-1 Procedures

MN.IT@ Department of Public Safety Service Desk uses the following Critical-1 Procedures:

| Stages  | Activity   | Agency Communications  | Notification Objectives |
|---|--|--|-------------------------|
| <b>Critical-1 Incident is identified</b>          | Ticket is to be assigned within 15 minutes of notification | Customer notifications will be automatically generated (via E-mail) based on information in the incident ticket. | Update every 30 minutes |
| <b>During a Critical-1 Incident</b>               |  |  |                         |
| <b>Critical-1 Incident is resolved</b>            |  |  |                         |
| <b>After-Action Analysis and Agency follow-up</b> |  |  |                         |

## Scheduled Maintenance / Change Windows

All prescheduled systems maintenance, unless otherwise agreed upon in advance by Service Operations, shall be during the time specified in the scheduled maintenance/change window as follows:

Monday thru Friday: Varies - See maintenance schedule on BCA SharePoint

Saturday:

Sunday:

The service unavailability for scheduled maintenance windows is excluded from uptime (availability) calculations. The maintenance is performed during the time specified in the scheduled maintenance/change window.

**Department of Public Safety Service Operations Details****MN.IT @ Department of Public Safety Service Desk**

The MN.IT@ Department of Public Safety Service Desk has the following exceptions to the standards identified in Section 2: Service Operations.

**General Information****Contact Information**

|                              |                              |
|------------------------------|------------------------------|
| Service Desk Name            | MSP Service Desk             |
| Business Hours               | 8:00 AM - 4:30 PM M-F        |
| Contact Name                 | MSP Service Desk             |
| Phone Number                 | 651/201-7111                 |
| Email Address                | Patrol.Techs.DPS@state.mn.us |
| Web Site and Service Catalog |                              |

**Scheduled Maintenance / Change Windows**

All prescheduled systems maintenance, unless otherwise agreed upon in advance by Service Operations, shall be during the time specified in the scheduled maintenance/change window as follows:

Monday thru Friday:      Tuesday 9:00 - 11:00 am

Saturday:

Sunday:

The service unavailability for scheduled maintenance windows is excluded from uptime (availability) calculations. The maintenance is performed during the time specified in the scheduled maintenance/change window.

**Department of Public Safety Service Operations Details****MN.IT @ Department of Public Safety Service Desk**

The MN.IT@ Department of Public Safety Service Desk has the following exceptions to the standards identified in Section 2: Service Operations.

**General Information****Contact Information**

|                              |   |
|------------------------------|---|
| Service Desk Name            | Tech Support  |
| Business Hours               | 7:30 AM- 4:30 PM (M-F)  |
| Contact Name                 | OTSS Tech Support   |
| Phone Number                 | 651/201-7777  |
| Email Address                | got.it.request@state.mn.us  |
| Web Site and Service Catalog | <a href="http://dps-web.dps.state.mn.us/Pubportal/View_Community_OTSS.asp">http://dps-web.dps.state.mn.us/Pubportal/View_Community_OTSS.asp</a> |

**Prioritization**

MN.IT@ Department of Public Safety Service Desk uses the following prioritization criteria:

| Priority Level | Definition  | Incident Resolution and Request Fulfillment<br>Service Level Objectives |
|----------------|---|---|
| Critical       | Enterprise Impact OR Single User - Totally unable to work   | Within 4 hours of receipt   |
| High           | Multiple Users – Unable to perform non-immediate but critical system function OR Single User - Mostly productive. Unable to perform critical function | Within 1 day of receipt   |
| Medium         | Single User – Fully productive but unable to perform non-immediate business function.   | Within 2 days of receipt  |
| Low            | Unable to complete occasional non-critical business function  | Within 10 days of receipt, scheduled                                    |

## Critical-1 Procedures

MN.IT@ Department of Public Safety Service Desk uses the following Critical-1 Procedures:

| Stages                                     | Activity   | Agency Communications   | Notification Objectives                             |
|--|--|---|---|
| Critical-1 Incident is identified          |  | Email sent to Critical-1 distribution list<br>Service Desk HEAT Ticket is updated                             |   |
| During a Critical-1 Incident               |  | Email to the Critical-1 distribution list<br>Service Desk HEAT Ticket message updated                         |   |
| Critical-1 Incident is resolved            |  | Email to the Critical-1 distribution list<br>Service Desk HEAT ticket updated                                 |   |
| After-Action Analysis and Agency follow-up | Problem Management holds an after-action meeting within 5 business days to review the root cause and define process improvements that can mitigate or prevent future occurrences | A PIR (Post implementation Review) is given to the manager of the system to share with the business as needed | Within 5 business days of the after-action meeting. |

## Scheduled Maintenance / Change Windows

All prescheduled systems maintenance, unless otherwise agreed upon in advance by Service Operations, shall be during the time specified in the scheduled maintenance/change window as follows:

Monday thru Friday:      Wednesday 8:00 - 11:00 PM

Saturday:

Sunday:

The service unavailability for scheduled maintenance windows is excluded from uptime (availability) calculations. The maintenance is performed during the time specified in the scheduled maintenance/change window.







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## Section 3: Standard IT Services

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## Standard IT Services

### Introduction

MN.IT Services provides a wide range of technology solutions to agencies. These solutions can be grouped into four broad categories:

1. **Standard IT Services**  
Information technology solutions that facilitate day-to-day agency business operations. Examples include email, web sites, and telephone service. ***These services are listed in this section.***
2. **Agency Applications**  
Information technology solutions and Agency business applications that support Agency specific business requirements and related Agency business programs. These services are listed in Section 4.
3. **Projects and Initiatives**  
Services that deliver a specific outcome. These services are listed in Section 5.
4. **Enabling IT Services**  
IT solutions that enable the delivery of Standard IT Services and Business Services. Examples include local area networks, firewalls, and help desk services. These services are listed in Appendix D.

### Standard IT Services

This section provides an overview of each **Standard IT Service** area and sets specific expectations regarding the performance parameters, delivery, and support of each service. The following Standard IT Services are described in detail on the following pages:

- **Connectivity and Mobility** - wireless access within state locations, virtual private network (VPN) access to state networks, and cellular service plans and devices.
- **Enterprise Unified Communications and Collaboration** - email accounts, email archiving, BlackBerry, ActiveSync, SharePoint, instant messaging, audio/video/net conferencing.
- **Facility Services** - audio-visual equipment and design services for conference rooms, training facilities, and laboratory areas.
- **Security Services** - user identity management, access control, auditing, password policies, forensics, and incident management.

- **Voice Services** - "classic" and voice over IP (VOIP) telephones, long distance, toll free numbers, calling cards, and other telephone-related services.
- **Web Management** - web server management, content delivery and migration, user interface design, information architecture, accessibility, and search.
- **Workstation Management** - operating systems, hardware, software, accessories, peripherals, and security services related to desktop and laptop computers.

## Support Hours and Service Availability

MN.IT Services' definition of service levels are designed to give agencies clear expectations for the quality of the services MN.IT provides. The following service documentation outlines the standard service levels for each MN.IT Standard Service, with exceptions noted for any anomalies at the individual agency level. These anomalies will be based on available resources and/or particular Agency business needs that have been identified by the Agency. The documented service levels and exceptions as described in this section reflect the "as is" level of service for Standard IT Services.

The support hours and level of service availability associated with each service are typically indicators of how critical the service is to agencies. In addition, the complexity and configuration of specific Standard IT Services will vary with each implementation. In most cases, the cost of a service is directly related to the level of service availability and reflects the resources necessary to achieve the desired level of service. Delivering a high level of support and availability requires that all resources associated with the service are available at equal levels. For example, a web hosting service depends on many factors including staffing hours, electrical power, networking, hardware, and software. If any one of these items is only available 99% of the time, then the overall service availability cannot exceed 99%. Different service availability levels can be described as follows:

- 99.9% - Maximum of 8 hours, 45 minutes of downtime per year. This level requires 24 x 7 staffing, "High Availability" (HA) system design, and redundant components.
- 99.5% - Maximum of 43 hours, 48 minutes of downtime per year. This level requires having staff "on call," spare parts, and/or maintenance contracts for parts delivery.
- 99.0% - Maximum of 87 hours 36 minutes of downtime per year. This level requires having staff "on call," well-defined system recovery procedures, and business hour staffing.
- Measuring a service availability level is very different from measuring reliability. A particular piece of equipment may operate 99.9% of the time - until it fails. If it takes 48 hours to implement a replacement when it fails, the service availability metric cannot exceed 99.5%.

## COMPREHENSIVE IT SERVICE LEVEL AGREEMENT

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In some cases, MN.IT Services contracts with external vendors to deliver services. The service metrics and availability for the contracted services reflect the reported and/or measured capabilities provided by the vendor.

In all cases, MN.IT staff provides support for contracted Standard IT Services. Agencies can call the MN.IT Service Desk 24 hours a day, seven days a week. The support hours for individual Standard IT Services may vary (and are listed in the following sections).

Depending on the stated service availability level, MN.IT staff may record the service request, but the information presented for each of these service areas sets a baseline level of expectations for service delivery.

When individual MN.IT services are mapped to specific Agency business requirements and Agency capabilities, the service metrics and key deliverables may be modified.

## Connectivity and Mobility

### Service Description Overview

MN.IT's Connectivity and Mobility services consist of 1) wireless access; 2) VPN remote access; and 3) cellular service plans and devices. This section provides a high-level description of these services.

- **Wireless access:** Allows laptops, tablets and other wireless capable devices to access MN.IT-managed wireless networks operating within State locations. This service can provide connections that are temporary ("guest" access for visitors while on-site) or can be subscribed for regular wireless network access. Guest wireless is configured for public internet access. Subscribed regular wireless access can be public internet access or connected to an internal (non-public) secure network.
- **VPN Remote Access:** A virtual private network (VPN) is a network that uses an internet based connection, to provide remote end users with secure access to their organization's network. A VPN user typically experiences the central network in a manner that is identical to being connected directly to the central network (e.g., access to files share and printers).
- **Cellular Service Plans and Devices:** MN.IT Services provide a number of cellular-based services to end users. Mobile devices range in size and weight and come in a number of form factors including cell phones, smart phones, tablets and pagers. Also included in this category are mobile "hotspots" which create a small area of Wi-Fi coverage off a cellular network connection, thus allowing nearby Wi-Fi devices to connect to the internet.

### Service Metrics

#### *Support Hours*

- **Wireless Access:** normal business hours
- **VPN Remote Access:** 24 x 7 x 365
- **Cellular Service Plans and Devices:** normal business hours

#### *Service Availability*

### Wireless Access

Service availability for Wireless Access is 99.9% and excludes time to perform routine or scheduled maintenance. Wireless Access service availability is calculated as follows:

$$\frac{[\text{Applicable days in calendar month} \times 24 \times 60] - [\text{Minutes of outage in calendar month}]}{[\text{Applicable days in calendar month} \times 24 \times 60]} \times 100$$

Applicable days in calendar month x 24 x 60

Scheduled downtime means those times where MN.IT Services notifies agencies of periods of Downtime for Scheduled Maintenance at least five days prior to the commencement of such Downtime. There will be no more than fifteen hours of Scheduled Downtime for Wireless Access per calendar year, and no more than two hours per month. Scheduled Downtime is not considered Downtime for purposes of this SLA, and will not be counted towards any Downtime Periods.

Downtime period is a period of ten consecutive minutes of Downtime. Intermittent Downtime for a period of less than ten minutes will not be counted towards any Downtime Periods.

Scheduled Downtime will be announced every month and be available to agencies. If a Scheduled Downtime conflicts with other activities/operations of a Agency, the Agency can request an alternate date for the Scheduled Downtime thru the MN.IT Service Desk. MN.IT Services will work with agencies to find a date that balances the needs/priorities of all.

### **VPN Remote Access**

Service availability for Virtual Private Network (VPN) remote access is 99.9% and excludes time to perform scheduled maintenance. VPN remote access service availability is calculated as follows:

$$\frac{[\text{Applicable days in calendar month} \times 24 \times 60] - [\text{Minutes of outage in calendar month}]}{[\text{Applicable days in calendar month} \times 24 \times 60]} \times 100$$

Applicable days in calendar month x 24 x 60

Scheduled Downtime means those times where MN.IT Services notifies agencies of periods of Downtime for Scheduled Maintenance at least five days prior to the commencement of such Downtime. There will be no more than fifteen hours of Scheduled Downtime for VPN per calendar year, and no more than two hours per month. Scheduled Downtime is not considered Downtime for purposes of this SLA, and will not be counted towards any Downtime Periods.

Downtime Period is a period of ten consecutive minutes of Downtime. Intermittent Downtime for a period of less than ten minutes will not be counted towards any Downtime Periods.

Scheduled Downtime will be announced every month and be available to agencies. If a Scheduled Downtime conflicts with other activities/operations of a agency, the agency can request an alternate date for the Scheduled Downtime thru the MN.IT Service Desk. MN.IT Services will work with agencies to find a date that balances the needs/priorities of all.

### ***Incident Response Levels***

The incident response levels associated with Connectivity and Mobility services match those identified in the Service Desk "Incident Management Quick Reference." The following table lists examples of service incidents and the priority levels associated with them.

Table 1: Incident Response Levels for Connectivity and Mobility

| Level                | Example  |
|----------------------|--|
| Priority 4: Low      | <ul style="list-style-type: none"> <li>• Wireless Access – implement wireless access in a new location</li> <li>• VPN Remote Access – software installation and/or token replacement</li> <li>• Cellular Service Plans and devices – new device order</li> </ul>                           |
| Priority 3: Medium   | <ul style="list-style-type: none"> <li>• Wireless Access – wireless access for an individual user is non-functional</li> <li>• VPN Remote Access – VPN access for an individual user is non-functional</li> <li>• Cellular Service Plans and devices – replacement device order</li> </ul> |
| Priority 2: High     | <ul style="list-style-type: none"> <li>• Wireless Access – access for a group of users is non-functional</li> <li>• VPN Remote Access – VPN service is non-functional for multiple users</li> <li>• Cellular Service Plans and devices – localized service outage</li> </ul>               |
| Priority 1: Critical | <ul style="list-style-type: none"> <li>• Wireless Access - access for a large group of users is non-functional</li> <li>• VPN Remote Access – VPN service is non-functional for all users</li> <li>• Cellular Service Plans and devices – widespread service outage</li> </ul>             |

*Service Level Objectives*

The table below contain the Service Level Objectives for services within Connectivity and Mobility.

Table 2: Service Level Objectives for Wireless Access

| Metric                | Definition  | Threshold   |
|-----------------------|---|---|
| Service Availability  | Measures the wireless infrastructure service availability   | 99.9% availability*<br>*not including Downtime for scheduled maintenance  |
| Customer Satisfaction | Measures how the customer perceives the value               | 80% positive approval rating through customer surveys   |
| Support Resolution    | Measures the speed of incident resolution by MN.IT Services | Priority 4: Low - 5 business days<br>Priority 3: Medium - 2 business days<br>Priority 2: High - 8 hours<br>Priority 1: Critical - 2 hours |
| Service Response      | Measures the speed of request resolution by MN.IT Services  | 30 minutes for "guest" access; 2 business days for all other requests   |



Table 3: Service Level Objectives for VPN Remote Access

| Metric                | Definition  | Threshold   |
|-----------------------|---|---|
| Service Availability  | Measures the VPN Remote Access service availability         | 99.9% availability*<br>*not including Downtime for scheduled maintenance  |
| Customer Satisfaction | Measures how the customer perceives the value               | 80% positive approval rating through customer surveys   |
| Support Resolution    | Measures the speed of incident resolution by MN.IT Services | Priority 4: Low - 5 business days<br>Priority 3: Medium - 2 business days<br>Priority 2: High - 8 hours<br>Priority 1: Critical - 2 hours |
| Service Response      | Measures the speed of request resolution by MN.IT Services  | 2 business days   |

Table 4: Service Level Objectives for Cellular Service Plans and Devices

| Metric                | Definition  | Threshold   |
|-----------------------|---|---|
| Customer Satisfaction | Measures how the customer perceives the value               | 80% positive approval rating through customer surveys   |
| Support Resolution    | Measures the speed of incident resolution by MN.IT Services | Priority 4: Low - 5 business days<br>Priority 3: Medium - 2 business days<br>Priority 2: High - 8 hours<br>Priority 1: Critical - 2 hours |
| Service Response      | Measures the speed of request resolution by MN.IT Services  | 5 to 7 business days after Purchase Order (PO) creation   |

## Reporting

Reports for Connectivity and Mobility services are created monthly and made available to agencies. Specific reporting deliverables are listed below:

### Wireless Access

- **Service Availability (monthly):** Percent of service availability for the month
- **Service Availability (12-month average):** Average percent of service availability for the prior 12 months

### VPN Remote Access

- **Service Availability (monthly):** Percent of service availability for the month
- **Service Availability (12-month average):** Average percent of service availability for the prior 12 months

*Cellular Service Plans and Devices*

- **Number of devices (monthly):** Number of cellular devices within the business

## Enterprise Unified Communications and Collaboration

### Service Description Overview

Enterprise Unified Communication and Collaboration (EUCC) services delivered by MN.IT Services contain four distinct service offerings:

- EUCC Email
- EUCC SharePoint (Web Collaboration)
- EUCC Instant Messaging
- Audio, Video and Net Conferencing

A high-level description of these services is included here.

#### *EUCC Email*

- **Email Service:** EUCC Email is a single Enterprise Email and calendaring system that integrates existing state directories to preserve a single sign-on authentication. The EUCC Email service provides a "Standard" mailbox storage size of 5 Gigabytes (GB) per user.
- **BlackBerry Gateway:** Support the interface to the email system which utilizes the BlackBerry gateway.
- **Email Storage:** Agencies can increase the standard mailbox storage size to 25 GB on a per-user basis, by changing the mailbox type from "Standard" to "Executive" (thus providing 20 GB of additional storage to the standard mailbox). Changing the mailbox type will result in additional storage fees. The user is responsible for managing his/her mailbox within the assigned mailbox storage maximum.
- **Email Archiving:** Email archiving is the management and long-term storage of important emails - including attachments - independent from an individual user's mailbox. Depending on specific business and legal requirements for data retention, each Agency may choose to utilize the archiving service differently.

#### *EUCC SharePoint*

- **Collaboration:** EUCC SharePoint provides a flexible, web-based solution that includes tools and services to help users manage information, collaborate effectively, share documents, search for information, define workflow process, and develop custom applications.
- **Integration:** The EUCC SharePoint environment leverages the state's infrastructure of co-located Domain Controllers to provide all users with integrated single sign-on, cross-organization information sharing, and full Microsoft Office connectivity.
- **Administration:** Agencies receive full Administrator control of their Site Collections.

- Secure Access: SharePoint web applications deliver content via 128-bit SSL encryption.
- "Connect" site collections are intended for cross-organizational sites composed of users from multiple organizations.
- "Inside" site collections are intended for intranet sites governed by a single organization.
- "People" sites provide My Sites functionality for all SharePoint users.
- Site Collections: The EUCC SharePoint service can provide both "Standard" 20 GB and "Extra Large" 200 GB site collections on the "Inside" and "Connect" web applications. Personal sites (My Sites) are supported with a storage limit up to 5 GB/user.
- Storage: Agencies are allocated 250 MB per user, aggregated across the Agency's organization. Additional storage is available for a fee.

### *EUCC Instant Messaging*

- Instant Messaging: Instant Messaging (IM) is a growing communications method for short, "bursty" conversations which are too time-consuming for email. Instant Messaging enables users within organizations and across organizations to communicate in a faster, more real-time conversation, thus enhancing efficiency. EUCC IM also has the ability to facilitate person-to-person or group audio, video and net conferences. These conference functions use the audio components of PCs and can be enhanced with USB video cameras and audio headsets. As an added benefit, instant messaging is tightly integrated with EUCC Email which allows users to determine the "presence" of other users. Presence indicates a person's availability to establish communication (away, available, busy, in a meeting, etc.)
- Instant Messaging Federation: Instant messaging federation enables separate Office Communications Server installations to communicate with each other. All federated communications are encrypted between the IM systems using access proxy servers. MN.IT Services has no control over encryption after messages are passed to the federated partner's network.

### *Audio, Video and Net Conferencing*

- Audio Conferencing: An audio conference account with MN.IT provides agencies with access to a suite of conferencing solutions. This service includes options that allow the participants to dial-in to a designated central number or be a part of Operator-Assisted calls. Audio conferences can be reservation-less (agencies are given a permanent conference code that can be used at any time) or reserved; reservation-less conferencing is the typical user tool, whereas reserved conferences are generally for large and/or high-profile events. Toll, toll-free, dial-in and dial-out calling options are also available, as are recording, transcription and other advanced services.
- Video Conferencing: Video conferencing services are supported by MN.IT at several operational levels:

- Video Conference Room Support Services: MN.IT staff work collaboratively with the Agency to support their conference planning, connection set-up and participant training (to provide basic operational support during calls such as positioning cameras, or muting microphones).
- Desktop Video Client Accounts can be installed on PCs and some mobile devices and registered to MN.IT infrastructure to enable person to person calls, person to video conference room calls, or group (multi-site) calls.
- Video Conference Network Services help agencies deploy and operate rooms or PC clients with a suite of video conferencing network services including Quality of Service (QoS) network management, statewide dialing plan, conference scheduling systems, bridging, event recording, and streaming options.
- Net Conferencing: A net conference account with MN.IT provides agencies with access to a set of conferencing solutions that support a wide variety of use cases, event configurations and needs. Net conferencing accounts are available in two ways: by subscription, or by per-minute usage. The per-minute usage capability is part of the contracted audio conferencing service.
  - Subscription services provide access to specialized net conferencing environments to support meetings, training, large events, and technical support needs, with presenter and participant options tailored to unique requirements of the different situations.
  - Per-minute usage services are used only for the meeting tools, which tend to be more than adequate for the typical user who does not run or stage training, large events or do technical support for end-users.

During a net conference of any type, audio usage charges may also apply if using the integrated audio services available with the net conference account. Recording and editing functions are also available.

Note: EUCC Instant Messaging also provides net conferencing services. See EUCC Instant Messaging within this document for additional information.

## **Service Metrics**

### *Support Hours*

Support hours for EUCC Email, EUCC SharePoint and EUCC Instant Messaging services are provided 24 x 7 x 365.

Support hours for Audio, Video and Net Conferencing services are provided during normal business hours.

### *Service Availability*

Service availability for all Enterprise Unified Communication and Collaboration services is 99.9%. This excludes time to perform routine or scheduled maintenance. EUCC service availability is calculated as follows:

$$\frac{[\text{Applicable days in calendar month} \times 24 \times 60] \text{ minus } [\text{Minutes of outage in calendar month}]}{\text{Applicable days in calendar month} \times 24 \times 60} \times 100$$

Applicable days in calendar month x 24 x 60

Scheduled downtime means those times where MN.IT Services notifies agencies of periods of Downtime for Scheduled Maintenance at least five days prior to the commencement of such Downtime. There will be no more than fifteen hours of Scheduled Downtime per calendar year, and no more than two hours per month. Scheduled Downtime is not considered Downtime for purposes of this SLA, and will not be counted towards any Downtime Periods.

Downtime period is a period of ten consecutive minutes of Downtime. Intermittent Downtime for a period of less than ten minutes will not be counted towards any Downtime Periods.

Scheduled Downtime will be announced every month and be available to agencies. If a Scheduled Downtime conflicts with other activities/operations of an agency, the Agency can request an alternate date for the Scheduled Downtime thru the Service Desk. MN.IT services will work with agencies to find a date that balances the needs/priorities of all.

Service availability is focused on the following elements within each EUCC service area.

- EUCC Email: Service availability includes Outlook Web Application (OWA), the full Outlook Client, Microsoft ActiveSync service and BlackBerry services.
- EUCC SharePoint: Service availability includes one or more SharePoint 2010 site collections. Agencies select their own site collection administrators who in turn define and delegate the specific features and permissions available to their users. Most SharePoint 2010 Standard and Enterprise features are available for use within site collections. Some EUCC SharePoint features and functionality must be enabled through a change request process managed by MN.IT Services. Details about individual EUCC SharePoint features are contained in the "EUCC SharePoint Service Description" document.
- EUCC Instant Messaging: Service availability includes Communicator Web Access, the Microsoft Lync Instant Messaging client.
- Audio, Video and Net Conferencing: Service availability includes audio conferencing, video conference network infrastructure and net conferencing.

### *Incident Response Levels*

The incident response levels associated with Enterprise Unified Communication and Collaboration services match those identified in the Service Desk "Incident Management Quick

Reference.” The following table lists examples of service incidents and the priority levels associated with them.

**Table 5: Incident Response Levels for Enterprise Unified Communication and Collaboration**

| Level                | Example  |
|----------------------|--|
| Priority 4: Low      | <ul style="list-style-type: none"> <li>• EUCC Email – Delegation assignment; Free/busy not updating</li> <li>• EUCC SharePoint – Alert notification not working for individual users</li> <li>• EUCC Instant Messaging – audio and video hardware issue for individual users</li> <li>• Audio, Video and Net Conferencing – software incompatibility on individual user workstation</li> </ul>   |
| Priority 3: Medium   | <ul style="list-style-type: none"> <li>• EUCC Email – Mobile device not sending/receiving messages; user cannot login</li> <li>• EUCC SharePoint – Individual user cannot access SharePoint site.</li> <li>• EUCC Instant Messaging – IM, desktop sharing, presence or login not working for individual users</li> <li>• Audio, Video and Net Conferencing – Cannot start audio, video, or net conference</li> </ul>                         |
| Priority 2: High     | <ul style="list-style-type: none"> <li>• EUCC Email – access or functionality for a group of users is non-functional</li> <li>• EUCC SharePoint – access or functionality for a group of users is non-functional</li> <li>• EUCC Instant Messaging – access or functionality for a group of users is non-functional</li> <li>• Audio, Video and Net Conferencing – access or functionality for a group of users is non-functional</li> </ul> |
| Priority 1: Critical | <ul style="list-style-type: none"> <li>• EUCC Email – access for a large group of users is non-functional</li> <li>• EUCC SharePoint – access for a large group of users is non-functional</li> <li>• EUCC Instant Messaging – access for a large group of users is non-functional</li> <li>• Audio, Video and Net Conferencing – access for a large group of users is non-functional</li> </ul>   |

### *Service Level Objectives*

The tables below contain the Service Level Objectives for the specified EUCC services.

**Table 6: Service Level Objectives for EUCC Email Services**

| Metric               | Definition  | Threshold  |
|----------------------|---|--|
| Service Availability | Measures service availability. Combined with other metrics, gives an end-to-end view of EUCC as a managed service | 99.9% availability*<br>*not including Downtime for scheduled maintenance |

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| Metric                                    | Definition   | Threshold  |
|---|--|--|
| Customer Satisfaction                     | Measures how the customer perceives the value  | 80% positive approval rating through customer surveys  |
| Support Resolution                        | Measures the speed of incident resolution by the MN.IT Service Desk                          | Priority 4: Low - 5 business days<br>Priority 3: Medium - 2 business days<br>Priority 2: High - 8 hours<br>Priority 1: Critical - 2 hours                    |
| Service Response                          | Measures the speed of request resolution by the MN.IT Service Desk                           | All requests will be entered as "Medium" with 2 business days for resolution, unless specifically listed. Requests can be escalated on a case-by-case basis. |
| BlackBerry device - disable/wipe requests | In the event a BlackBerry device is lost or stolen, it can be disabled and remotely "wiped". | Escalated cases will be done within 1 hour of request; all others are completed in 1 business day.   |
| Mail Flow                                 | Measures the amount of time it takes to deliver a synthetically generated message            | 90% of messages received in less than 90 seconds   |

Table 7: Service Level Objectives for EUCC SharePoint Services

| Metric                | Definition  | Threshold  |
|-----------------------|---|--|
| Service Availability  | Measures service availability. Combined with other metrics, gives an end-to-end view of EUCC as a managed service | 99.9% availability*<br>*not including Downtime for scheduled maintenance   |
| Customer Satisfaction | Measures how the customer perceives the value   | 80% positive approval rating through customer surveys  |
| Support Resolution    | Measures the speed of incident resolution by the MN.IT Service Desk   | Priority 4: Low - 5 business days<br>Priority 3: Medium - 2 business days<br>Priority 2: High - 8 hours<br>Priority 1: Critical - 2 hours                    |
| Service Response      | Measures the speed of request resolution by the MN.IT Service Desk  | All requests will be entered as "Medium" with 2 business days for resolution, unless specifically listed. Requests can be escalated on a case-by-case basis. |



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| Metric                         | Definition  | Threshold  |
|--------------------------------|---|--|
| SharePoint Site Access request | Determined by automated monitoring that attempts to render SharePoint sites every minute. | Customers have continuous access to all SharePoint sites for which they have appropriate permissions. Does not include scheduled downtime within pre-established maintenance windows |

Table 8: Service Level Objectives for EUCC Instant Messaging Services

| Metric                | Definition  | Threshold  |
|-----------------------|---|--|
| Service Availability  | Measures service availability. Combined with other metrics, gives an end-to-end view of EUCC as a managed service | 99.9% availability*<br>*not including Downtime for scheduled maintenance   |
| Customer Satisfaction | Measures how the customer perceives the value   | 80% positive approval rating through customer surveys  |
| Support Resolution    | Measures the speed of incident resolution by the MN.IT Service Desk   | Priority 4: Low - 5 business days<br>Priority 3: Medium - 2 business days<br>Priority 2: High - 8 hours<br>Priority 1: Critical - 2 hours                    |
| Service Response      | Measures the speed of request resolution by the MN.IT Service Desk  | All requests will be entered as "Medium" with 2 business days for resolution, unless specifically listed. Requests can be escalated on a case-by-case basis. |

Table 9: Service Level Objectives for Audio, Video and Net Conferencing Services

| Metric                | Definition  | Threshold   |
|-----------------------|---|---|
| Service Availability  | Measures service availability.                                      | 99.9% availability*<br>*not including Downtime for scheduled maintenance  |
| Customer Satisfaction | Measures how the customer perceives the value                       | 80% positive approval rating through customer surveys   |
| Support Resolution    | Measures the speed of incident resolution by the MN.IT Service Desk | Priority 4: Low - 5 business days<br>Priority 3: Medium - 2 business days<br>Priority 2: High - 8 hours<br>Priority 1: Critical - 2 hours |
| Service Response      | Measures the speed of request resolution by the MN.IT Service Desk  | All requests will be entered as "Medium" with 2 business days for resolution, unless specifically listed.                                 |

| Metric | Definition | Threshold  |
|--------|------------|--|
|        |            | Requests can be escalated on a case-by-case basis. |

## Reporting

Reports for EUCC services are created monthly and made available to agencies. Specific reporting deliverables are listed below:

### *EUCC Email*

- **Service Availability (monthly):** Percent of service availability for the month.
- **Service Availability (12-month average):** Average percent of service availability for the prior 12 months.
- **Percentage of Spam and Virus detected:** Percent of email from the internet which are rejected because they contained spam or a virus.
- **Number of Mailboxes:** Total number of mailboxes in EUCC Email.
- **Number of BlackBerry devices:** Total number of BlackBerry devices connecting to EUCC Email.
- **Number of ActiveSync devices:** Total number of ActiveSync devices connecting to EUCC Email.
- **Email Volume (total):** Total number of emails received from the internet.
- **Email Volume (spam/virus rejected):** Total number of emails rejected from the internet because they contained spam or a virus.

### *EUCC SharePoint*

- **Service Availability (monthly):** Percent of service availability for the month.
- **Service Availability (12-month average):** Average percent of service availability for the prior 12 months.

### *EUCC Instant Messaging*

- **Service Availability (monthly):** Percent of service availability for the month.
- **Service Availability (12-month average):** Average percent of service availability for the prior 12 months.

### *Audio, Video and Net Conferencing*

- **Service Availability (monthly):** Percent of service availability for the month.
- **Service Availability (12-month average):** Average percent of service availability for the prior 12 months.

## Facility Services

### Service Description Overview

MN.IT Service's portfolio of Facility Information Technology Services (FIT Services) supports business requirements for the provisioning and management of IT equipment and services in areas such as:

- Common areas – including reception areas, lobbies, elevator areas and hallways
- Conference rooms – including specialized meeting spaces such as board rooms, collaboration spaces, video conference rooms, press conference rooms or demonstration areas
- Training rooms and laboratory areas

FIT Services are focused on:

**Facility IT Operations** - MN.IT staff supports hardware, software, network, security, and programming features of audio-visual (A/V) technology used to meet Agency business requirements.

**Facility IT Design and Development** - MN.IT staff works collaboratively with Agency business units and/or vendor-partners to analyze needs, goals, and budget in order to define the best facility IT solutions for the Agency.

In support of its services, MN.IT will develop and maintain Minnesota standards and vendor contracts for A/V products in major categories that can be used when selecting the facility's IT products. MN.IT will also maintain professional service contracts with vendors that specialize in design and development of A/V systems.

### Service Metrics

#### *Support Hours*

FIT Service Support is provided during normal business hours.

#### *Service Availability*

Due to the wide variety of service components, FIT Service availability is not measured on an overall basis. Availability metrics are defined for individual FIT components based upon Agency business requirements.

#### *Incident Response Levels*

The incident response levels associated with FIT Services match those identified in the Service Desk "Incident Management Quick Reference." The following table lists examples of service incidents and the priority levels associated with them.

Table 10: Incident Response Level Examples for FIT Services

| Level                | Example  |
|----------------------|--|
| Priority 4: Low      | <ul style="list-style-type: none"> <li>The service is not operational for one or more users outside of the hours of availability.</li> </ul>   |
| Priority 3: Medium   | <ul style="list-style-type: none"> <li>A major function of the service is reported as non-operational during Downtime Period.</li> <li>Enhancement requests</li> </ul>   |
| Priority 2: High     | <ul style="list-style-type: none"> <li>A minor function of service is not operational for one or more users (who can continue to use other service functions).</li> <li>A user has questions about the service functionality or needs assistance in using the service.</li> <li>A user needs administrative assistance.</li> </ul> |
| Priority 1: Critical | <ul style="list-style-type: none"> <li>The service is not operational for multiple users during scheduled availability.</li> <li>A major function of the service is not operational for multiple users during the hours that the service is scheduled for availability.</li> </ul>   |

### Service Level Objectives

The tables below contain the Service Level Objectives for the FIT Operational Services.

Table 11: Service Level Objectives for FIT Operations Service

| Metric                | Definition  | Threshold   |
|-----------------------|---|---|
| Service Availability  | Measures service availability.<br><i>*Does not include downtime for scheduled maintenance</i> | Does not apply  |
| Customer Satisfaction | Measures how the customer perceives the value.  | 80% positive approval rating through customer surveys   |
| Support Resolution    | Measures the speed of incident response by the Service Desk.                                  | Priority 4: Low - 5 business days<br>Priority 3: Medium - 2 business days<br>Priority 2: High - 8 hours<br>Priority 1: Critical - 2 hours |

Table 12: Service Level Objectives for FIT Design and Development Services

| Metric                | Threshold   | Definition  |
|-----------------------|---|---|
| Service Response      | 2 business days                                       | Measures the time necessary to respond to a typical inquiry regarding the capabilities and availability of professional services staff. |
| Customer Satisfaction | 80% positive approval rating through customer surveys | Measures how the customer perceives the value   |

## Reporting

MN.IT staff for FIT services will develop and support a FIT service reporting process that reflects the needs and resources of the Agency.

Reporting for FIT Design and Development will include:

- Project Hours: Project hours completed and project hours remaining.
- Project Deliverables: Project management tracking via deliverable reporting.
- Project Status/Schedule: Overall project management status and schedule adherence.

## Security Services

### Service Description Overview

The Security Services delivered by MN.IT Services contain three distinct service offerings:

- Access Control to Systems
- Security Incident Response and Forensics
- Security Awareness and Training

The sections below provide a high-level description of these services.

#### *Access Control to Systems*

Access Control to Systems manages the identities for users and devices, and controls access to system resources based on these identities, while ensuring users and devices have access to only those systems for which they are properly authenticated and authorized to access.

Key service tasks include:

- Maintain identities by resetting passwords, adding/removing user accounts, verifying access to information, etc.
- Enforce password policies ensuring password strength is adequate
- Manage access to information resources and data, e.g. segregation of duties
- Manage privileged accounts that can bypass security so systems are secure
- Manage encryption keys and security certificates to provide trust for transactions and websites

#### *Security Incident Response and Forensics*

Security Incident Response and Forensics are professional services that utilize multiple tools to resolve the Agency business issues below. Security Incident Management is a process to stop unwanted activity, limit damage, and prevent recurrence of security events. Computer forensics is a standardized process to determine the cause, scope, and impact of incidents and limit damage that may be used in legal or human resource actions.

Issues addressed by these services include the following:

- Agency-Specific Incidents
- Denial of Service
- Security Policy Violations
- Malware
- Physical Loss/Theft/Damage
- Unauthorized Access
- Unauthorized Alteration/Destruction
- Unauthorized Disclosure

### *Security Training and Awareness*

Information security and awareness provides employees at all levels with relevant security information and training to lessen the number of security incidents.

MN.IT Services can provide training and support in the following areas:

- Generalized Security and Awareness
- Customized Security Awareness and Training for unique requirements
- Online training for SANS Securing the Human

### **Service Metrics**

#### *Support Hours*

Support for Access Control to Systems services is provided 24 x 7 x 365.

Support for Security Incident Response and Forensics is provided 24 x 7 x 365.

Support for Security Awareness and Training is provided during normal business hours.

#### *Service Availability*

Service availability describes the time professional services are available to the Agency. Service availability for professional services varies with staffing levels and project commitments. MN.IT provides clear and timely information on when professional services staff are available.

#### *Incident Response Levels*

The incident response levels associated with Security Services match those identified in the Service Desk "Incident Management Quick Reference." The following table lists examples of service incidents and the priority levels associated with them.

**Table 13: Incident Response Levels for Security Services**

| Level              | Example   |
|--------------------|---|
| Priority 4: Low    | <ul style="list-style-type: none"> <li>• The service is not operational for one or more users outside of the hours of availability</li> </ul>   |
| Priority 3: Medium | <ul style="list-style-type: none"> <li>• A major function of the service is reported as non-operational during Downtime Period</li> <li>• Enhancement requests</li> </ul>   |
| Priority 2: High   | <ul style="list-style-type: none"> <li>• A minor function of the service is not operational for one or more users (who can continue to use other application functions)</li> <li>• A user has questions about the service functionality or needs assistance in using the service</li> </ul> |

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| Level                | Example  |
|----------------------|--|
|                      | <ul style="list-style-type: none"> <li>A user needs administrative assistance</li> </ul>   |
| Priority 1: Critical | <ul style="list-style-type: none"> <li>The service is not operational for multiple users during scheduled availability</li> <li>A major function of the service is not operational for multiple users during the hours that the service is scheduled for availability</li> <li>Security Services has identified a breach of a critical system</li> </ul> |

### *Service Level Objectives*

Service Level Objectives are focused on the following elements within each Security Service area. The tables below contain the Service Level Objectives for the specified Security Services.

**Table 14: Service Level Objectives for Access Control to Systems Service**

| Metric                | Definition   | Threshold   |
|-----------------------|--|---|
| Customer Satisfaction | Measure how the customer perceives the value                     | 80% positive approval rating through customer surveys   |
| Service Response      | Measure the speed of incident response by the MN.IT Service Desk | Priority 4: Low - 5 business days<br>Priority 3: Medium - 2 business days<br>Priority 2: High - 8 hours<br>Priority 1: Critical - 2 hours |
| Service Request       | Measure the maximum time required to respond to a request.       | Typical – 1 business day<br>Critical – 4 hours  |

**Table 15: Service Level Objectives for Security Incident Response and Forensics Service**

| Metric                | Definition  | Threshold   |
|-----------------------|---|---|
| Service Response      | Measure the time necessary to respond to a typical inquiry regarding the capabilities and availability of professional services staff | Target: Next business day<br>Typical: 4 hours         |
| Customer Satisfaction | Measure how the customer perceives the value  | 80% positive approval rating through customer surveys |



Table 16: Service Level Objectives for Security Awareness and Training Service

| Metric                | Definition  | Threshold   |
|-----------------------|---|---|
| Support Resolution    | Measure the time necessary to respond to a typical inquiry regarding the capabilities and availability of professional services staff | 2 business days                                       |
| Customer Satisfaction | Measure how the customer perceives the value  | 80% positive approval rating through customer surveys |

## Reporting

MN.IT Security Services creates reports that meet business requirements. Reports generated from Security Services are classified as nonpublic and must be handled as such.

- Access Control to Systems: reports for Access Control metrics are created and made available to authorized Agency representatives.
- Security Incident Response and Forensics: Security Incident and Forensic reports are created to satisfy specific inquiry requirements and available to authorized Agency representatives upon request.
- Security Awareness and Training: Security Awareness and Training reports can be created to satisfy specific requirements upon request.

## Voice Services

### Service Description Overview

Voice Services consist of the following service categories and are provisioned in one of three ways – through MN.IT infrastructure or through telephone companies or other providers:

- **Dial tone services** provide connections to the public switched telephone network (PSTN). Telephone equipment is provided by MN.IT Services to agencies. Dial tone services include:
  - Classic Voice – telephone lines and telephone numbers of various types, analog or digital circuits, 911 access services and long distance services, contracted through third-party telephone companies.
  - Private Branch Exchange Systems (PBXs) of various types, including Enterprise IP Telephony (IPT) and individual premise-based systems that are analog, digital or IP-enabled.
- **Voice-related applications or services**, including but not limited to:
  - Voicemail – automatic phone messaging and simple menus that answer or direct incoming phone calls.
  - Contact/call center infrastructure that supports telephone call queuing, monitoring and reports for agents that interact with inbound and outbound callers using voice and/or web chat.
  - Interactive voice response (IVR) – menus that answer incoming telephone calls to provide information (optionally connected to external computer systems), transfer calls to call centers based on caller input, and perform other sophisticated functions.
  - Value-added applications for Enterprise IPT – call recording, quality monitoring, workforce management, mobility support and notification/alerting.
  - Over-the-phone interpretation services in which the end user interacts with a limited English proficiency (LEP) citizen by accessing an interpreter for any language.
  - e-Fax services – inbound and outbound fax that provides individual fax telephone numbers for users and can replace the need for fax machines.

### Service Metrics

#### *Support Hours*

Support hours for Dial Tone Services are:

- **Classic Voice** – normal business hours
- **Private Branch Exchange Systems (PBXs)** – 24 x 7 x 365

Support hours for Voice-related applications or services:

- **Voicemail** – 24 x 7 x 365
- **Contact/call center infrastructure** – 24 x 7 x 365
- **Interactive voice response (IVR)** – normal business hours
- **Over-the-phone interpretation services** – normal business hours
- **e-Fax services** – 24 x 7 x 365

### *Service Availability*

Service availability represents the percentage of time that a service is running and available to the end-user. The Service Availability metric is derived for each Agency endpoint as a measure of the uptime. Uptime is the time period during which the Service Element at the Agency endpoint and the shared infrastructure is fully functional. Service Availability is calculated as a percentage as shown in the formula below.

$$\frac{[\text{Applicable days in calendar month} \times 24 \times 60] \text{ minus } [\text{Minutes of outage in calendar month}]}{\text{Applicable days in calendar month} \times 24 \times 60} \times 100$$

When a service is interrupted, Outage is calculated from the time of entering Service Desk incident ticket to the time the ticket is resolved. Downtime Period is a period of ten consecutive minutes of Downtime. Intermittent downtime for a period of less than ten minutes will not be counted towards any Downtime Periods.

Service interruption for scheduled maintenance, called Scheduled Downtime, is excluded from the Availability calculation. Scheduled maintenance means those instances when MN.IT notifies the Agency at least five days prior to the commencement of such Scheduled Downtime. The Agency may request the MN.IT Service Desk to reschedule the maintenance if the date and time announced in the notification are not acceptable. MN.IT will work with all agencies to find a suitable date and time for the scheduled maintenance. There will be no more than fifteen hours of Scheduled Downtime per calendar year, and no more than two hours per month. Scheduled Downtime reports will be available to agencies every month.

### *Incident Response Levels*

The incident response levels associated with Voice services match those identified in the Service Desk "Incident Management Quick Reference." The following table lists examples of service incidents and the priority levels associated with them.

**Table 17: Incident Response Levels for Voice Services**

| Level              | Example  |
|--------------------|--|
| Priority 4: Low    | <ul style="list-style-type: none"> <li>• Dial Tone Services – minor incidents that do not affect overall functionality</li> <li>• Voice Related Services – minor incidents that do not affect overall functionality</li> </ul> |
| Priority 3: Medium | <ul style="list-style-type: none"> <li>• Dial Tone Services – telephone service for individual user is non-functional</li> <li>• Voice Related Services – a service for an individual user is non-functional</li> </ul>        |

## COMPREHENSIVE IT SERVICE LEVEL AGREEMENT

| Level                | Example  |
|----------------------|--|
| Priority 2: High     | <ul style="list-style-type: none"> <li>Dial Tone Services – telephone services for a group of users is non-functional</li> <li>Voice Related Services – a service is non-functional for multiple users</li> </ul>  |
| Priority 1: Critical | <ul style="list-style-type: none"> <li>Dial Tone Services – telephone services for a large group of users is non-functional</li> <li>Voice Related Services – a service is non-functional for all users</li> </ul> |

### Service Level Objectives

The tables below contain the Service Level Objectives for Voice Services.

Table 18: Service Level Objectives for Dial Tone Services

| Metric  | Definition   | Threshold   |
|---|--|---|
| Service Availability – Classic Voice  | Measures the availability for MN.IT Enterprise Classic Voice services. | 99.9% availability*<br>*not including Downtime for scheduled maintenance  |
| Service Availability – PBX  | Measures the availability for MN.IT Enterprise IPT services.           | 99.9% availability*<br>*not including Downtime for scheduled maintenance  |
| Customer satisfaction   | Measures how the customer perceives the value                          | 80% positive approval rating through customer surveys   |
| Average time to resolve an incident   | Measures the speed of incident resolution by MN.IT Services            | Priority 4: Low - 5 business days<br>Priority 3: Medium - 2 business days<br>Priority 2: High - 8 hours<br>Priority 1: Critical - 2 hours |
| Average time to fulfill a move, add, change request for Classic Voice services  | Measures the speed of request resolution by MN.IT Services             | 5 business days   |
| Average time to fulfill a move, add, change request for PBX services            | Measures the speed of request resolution by MN.IT Services             | 5 business days   |
| Average time to fulfill a new implementation request for Classic Voice services | Measures the speed of request resolution by MN.IT Services             | 12 business days  |
| Average time to fulfill a new implementation request for PBX                    | Measures the speed of request resolution by MN.IT Services             | 90 business days  |

## COMPREHENSIVE IT SERVICE LEVEL AGREEMENT

| Metric           | Definition                                  | Threshold                 |
|------------------|---|---------------------------|
| services         |   |                           |
| PBX Call Quality | See service definition for more information | Mean Opinion Score 4 to 5 |

Table 19: Service Level Objectives for Voice Related Services

| Metric   | Definition  | Threshold   |
|--|---|---|
| Service availability   | Measures the availability for MN.IT Enterprise services.    | 99.9% availability*<br>*not including downtime for scheduled maintenance  |
| Customer satisfaction  | Measures how the customer perceives the value               | 80% positive approval rating through customer surveys   |
| Support Resolution   | Measures the speed of incident resolution by MN.IT Services | Priority 4: Low - 5 business days<br>Priority 3: Medium - 2 business days<br>Priority 2: High - 8 hours<br>Priority 1: Critical - 2 hours |
| Average time to fulfill a move, add, change request for Voice-Related services | Measures the speed of request resolution by MN.IT Services  | 5 business days   |
| New service implementation response time                                       | Measures the time necessary to respond to a typical inquiry | 2 business days   |

### Reporting

Online information will be available on a website with secure login that contains the metrics appropriate to services purchased by the Agency. Service reports will also be available on the secure website.

## Web Management

### Service Description Overview

Web Management services delivered by MN.IT Services consist of services related to the management of web servers, website design, and mechanisms to manage web content. The sections below provide a high-level description of these Web Management services:

- Web Server Management
- Website Design
- Content Management

### *Web Server Management*

- **Static Web Hosting:** Static web hosting provides storage and delivery of manually updated websites. The service gives agencies a secure, reliable web presence with a specific domain name and covers the processes involved in establishing and maintaining a new static website.
- **Dynamic Web Hosting:** Dynamic web hosting provides a website that delivers real-time, query-based web content. Websites are created using web content management (WCM) tools that are easier to build and maintain than static websites, ensure compliance with web standards, and standardize navigational tools for users. WCM hosting offers a full portal tool suite, including content management, consistent look-and-feel templates and policies, decentralized content creation and posting, agency personalization, and a customized search interface.
- **Website Management Operations:** The delivery of both static and dynamic web hosting services depends on a robust, highly-available infrastructure. MN.IT staff maintains this infrastructure using best practices for equipment maintenance, redundancy, data integrity, security, alerts, and logging.

### *Website Design*

- **User Interface Design:** MN.IT's professional web design staff helps organizations develop a consistent, intuitive, professional browsing experience from a customer-centric perspective. Specific capabilities may include: logo development for fresh agency branding, customer-oriented site navigation and taxonomies, advanced search and metadata development, graphics design, and meeting facilitation for the requirements gathering process.
- **Accessibility:** MN.IT provides assistance with meeting the compliance requirements of both Section 508 and Web Content Accessibility Guidelines (WCAG) 2.0 at the AA level, as well as ADA sections on access to information on state government websites

- **Information Architecture:** Website design services may include information architecture definition related to the integration of visual design, taxonomy development, keywords, naming conventions, and find-ability.

### *Web Content Management*

- **Training:** MN.IT's web hosting and design services may require Agencies to learn new skills to manage/maintain their web content. Typically, MN.IT provides separate training for web content managers and content contributors.
- **Migration Services:** When moving from one hosting platform and/or web technology to another, MN.IT provides tools and techniques for efficiently migrating web content. Depending on the quality of the code, source and destination hosting platforms, migration services may be automated.

## **Service Metrics**

### *Support Hours*

Support for web server management services is provided 24 x 7 x 365.

Support for Web Management (WM) professional services (design and content management) is provided during normal business hours.

### *Service Availability*

Service availability describes the time the system is running and available to the Agency. Service availability for web server management is 99.9% and excludes time to perform routine or scheduled maintenance. Web hosting service availability is calculated as follows:

[Applicable days in calendar month x 24 x 60] minus [Minutes of outage in calendar month] x 100

Applicable days in calendar month x 24 x 60

Service availability for Web Management professional services varies with staffing levels and project commitments. MN.IT provides clear and timely information on when professional services staff are available.

Scheduled downtime means those times where MN.IT notifies agencies of periods of Downtime for Scheduled Maintenance at least five days prior to the commencement of such Downtime. There will be no more than fifteen hours of Scheduled Downtime per calendar year, and no more than two hours per month. Scheduled Downtime is not considered Downtime for purposes of this SLA, and will not be counted towards any Downtime Periods.

Downtime period is a period of ten consecutive minutes of Downtime. Intermittent Downtime for a period of less than ten minutes will not be counted towards any Downtime Periods.

Scheduled Downtime will be announced every month and be available to agencies. If a Scheduled Downtime conflicts with other activities/operations of an Agency, the Agency can

request an alternate date for the Scheduled Downtime thru the service desk. MN.IT will work with all agencies to find a date that balances the needs/priorities of all.

### *Incident Response Levels*

The incident response levels associated with Web Management services match those identified in the Service Desk "Incident Management Quick Reference." The following table lists examples of service incidents and the priority levels associated with them.

**Table 20: Incident Response Levels for Web Server Management**

| Level                | Example   |
|----------------------|---|
| Priority 4: Low      | <ul style="list-style-type: none"> <li>The hosting service is not operational for one or more users outside of the hours of availability</li> </ul>   |
| Priority 3: Medium   | <ul style="list-style-type: none"> <li>A major function of the hosting service is reported as non-operational during Downtime Period</li> <li>Enhancement requests</li> </ul>   |
| Priority 2: High     | <ul style="list-style-type: none"> <li>A minor function of the hosting service is not operational for one or more users (who can continue to use other application functions)</li> <li>A user has questions about the hosting service functionality or needs assistance in using the service</li> <li>A user needs administrative assistance</li> </ul> |
| Priority 1: Critical | <ul style="list-style-type: none"> <li>The hosted website is not operational for multiple users during scheduled availability</li> <li>A major function of the hosting service is not operational for multiple users during the hours that the service is scheduled for availability</li> </ul>   |

### *Service Level Objectives*

The table below contains the Service Level Objectives for Web Management services.

**Table 21: Service Level Objectives for Web Server Management**

| Metric                | Definition  | Threshold   |
|-----------------------|---|---|
| Service Availability  | Measures service availability. *Does not include downtime for scheduled maintenance | 99.9% availability*   |
| Customer Satisfaction | Measures how the customer perceives the value                                       | 80% positive approval rating through customer surveys   |
| Support Resolution    | Measures the speed of incident response by the Service Desk                         | Priority 4: Low - 5 business days<br>Priority 3: Medium - 2 business days<br>Priority 2: High - 8 hours<br>Priority 1: Critical - 2 hours |



## COMPREHENSIVE IT SERVICE LEVEL AGREEMENT

| Metric          | Definition   | Threshold                                      |
|-----------------|--|--|
| Server Response | Measures the maximum time before the web server generates a response. **Does not include network latency | 0.5 seconds**                                  |
| Content Change  | Measures the maximum time required to make a content change.   | Typical – 1 business day<br>Critical – 4 hours |

Table 22: Service Level Objectives for Web Design and Content Management

| Metric                | Definition  | Threshold   |
|-----------------------|---|---|
| Support Resolution    | Measures the time necessary to respond to a typical inquiry regarding the capabilities and availability of professional services staff. | 2 business days                                       |
| Customer Satisfaction | Measures how the customer perceives the value   | 80% positive approval rating through customer surveys |

### Reporting

Reports for Web Management services are created monthly and made available to agencies. Specific reporting deliverables are listed below:

#### *Static Hosting*

- **Hits:** Unique page impressions
- **Data Storage:** Amount of stored data, measured in gigabytes
- **Bandwidth:** Amount of network bandwidth consumed, measured in gigabytes/month
- **Service Availability (monthly):** Percent of service availability for the month
- **Service Availability (12-month average):** Average percent of service availability for the prior 12 months

#### *Dynamic Hosting*

- **Hits:** Unique page impressions
- **Data Storage:** Amount of stored data, measured in gigabytes
- **Bandwidth:** Amount of network bandwidth consumed, measured in gigabytes/month
- **Content Items:** Number of items that can be delivered as dynamic content
- **Service Availability (monthly):** Percent of service availability for the month
- **Service Availability (12-month average):** Average percent of service availability for the prior 12 months

*Professional Services*

- **Project Hours:** Project hours completed and project hours remaining
- **Project Deliverables:** Project management tracking via deliverable reporting
- **Project Status/Schedule:** Overall project management status and schedule adherence

## Workstation Management

### Service Description Overview

Workstation management is comprised of: 1) operating systems; 2) hardware; 3) software; 4) accessories and peripherals; and 5) security. This section provides a high-level description of the services which comprise Workstation Management delivered by MN.IT Services.

- **Operating Systems:** Microsoft Windows client operating system is the primary supported operating system. Limited support for Mac OS 10.x is also available.
- **Hardware:** A standard laptop, desktop and/or virtual desktop interface device for end users to complete their work. Advanced options within each hardware class may be available, to provide additional computing power (e.g., processor, memory).
- **Software:** Workstations will have "standard" software (e.g., Microsoft Office) installed for end users to complete their work. Beyond what is provided in standard, some end users will require "additional" software which consists of common requested software (e.g., Microsoft Visio) and unique "one-off" software.
- **Accessories and peripherals:** A black and white printer will be made available to all end users and a color printer to those who require one. For those with business needs, specialized and/or accessibility equipment such as audio recording devices, digital cameras, scanners, and screen readers can be purchased on an as needed basis.
- **Security:** Workstations will be configured to install updates and patches on a regular basis, be protected by up-to-date anti-virus software, as well as a local firewall and encryption running on the client operating system.

### Service Metrics

#### *Support Hours*

Support for Workstation Management services is provided during normal business hours.

#### *Service Availability*

Service availability describes the percentage of time that the service is running and available to the end user. Service availability for Workstation Management supporting infrastructure is 99.9%. Workstation Management supporting infrastructure includes access to file shares; print servers; critical Windows client patches; and definition updates for anti-virus and anti-malware products. There is no Service Availability metric for end user workstations or workstation accessories and peripherals.

Workstation Management supporting infrastructure service availability is calculated as follows:

## COMPREHENSIVE IT SERVICE LEVEL AGREEMENT

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$$\frac{[\text{Applicable days in calendar month} \times 24 \times 60] - [\text{Minutes of outage in calendar month}]}{\text{Applicable days in calendar month} \times 24 \times 60} \times 100$$

Applicable days in calendar month x 24 x 60

Scheduled downtime means those times where MN.IT Services notifies agencies of periods of Downtime for Scheduled Maintenance at least five days prior to the commencement of such Downtime. There will be no more than fifteen hours of Scheduled Downtime for Workstation Management per calendar year, and no more than two hours per month. Scheduled Downtime is not considered Downtime for purposes of this SLA, and will not be counted towards any Downtime Periods.

Downtime period is a period of ten consecutive minutes of Downtime. Intermittent Downtime for a period of less than ten minutes will not be counted towards any Downtime Periods.

Scheduled Downtime will be announced every month and the schedule will be available to agencies. If a Scheduled Downtime conflicts with other activities/operations of the Agency, the Agency can request an alternate date for the Scheduled Downtime through the MN.IT Service Desk. MN.IT Services will work with agencies to find a date that balances the needs/priorities of all.

### *Incident Response Levels*

The incident response levels associated with Workstation Management services match those identified in the Service Desk "Incident Management Quick Reference." The following table lists examples of service incidents and the priority levels associated with them.

Table 23: Incident Response Levels for Workstation Management

| Level                | Example   |
|----------------------|---|
| Priority 4: Low      | <ul style="list-style-type: none"><li>• Troubleshooting of one-off "additional" software</li><li>• Troubleshooting of accessories and peripherals</li></ul>                         |
| Priority 3: Medium   | <ul style="list-style-type: none"><li>• A workstation hardware failure or software error</li><li>• Troubleshooting of commonly requested "additional" software</li></ul>            |
| Priority 2: High     | <ul style="list-style-type: none"><li>• A major function of the Workstation Management supporting infrastructure, such as a file or print server unavailable to end users</li></ul> |
| Priority 1: Critical | <ul style="list-style-type: none"><li>• Workstation virus or malware outbreak</li></ul>   |

### *Service Level Objectives*

The table below contain the Service Level Objectives for Workstation Management.

Table 24: Service Level Objectives for Workstation Management Services

| Metric  | Definition   | Threshold  |
|---|--|--|
| Supporting infrastructure availability                                  | Measures service availability of supporting infrastructure (e.g., file shares and print servers, critical Windows client patches).   | 99.9% availability*<br>*not including Downtime for scheduled maintenance   |
| Customer satisfaction   | Measures how the customer perceives the value  | 80% positive approval rating through customer surveys  |
| Support Resolution  | Measures the speed of incident resolution by MN.IT Services  | Priority 4: Low - 5 business days<br>Priority 3: Medium - 2 business days<br>Priority 2: High - 8 hours<br>Priority 1: Critical - 2 hours                    |
| Service Response  | Measures the speed of request resolution by MN.IT Services   | All requests will be entered as "Medium" with 2 business days for resolution, unless specifically listed. Requests can be escalated on a case-by-case basis. |
| Average time to fulfill Workstation deployment and replacement requests | Measures the speed of fulfilling requests to deploy or replace a workstation<br>** If workstation and/or resources demands exceed supply, delivery of hardware may impact expected delivery times. | Up to 10 workstations – 10 business days from receipt of hardware**<br>Greater than 10 workstations – delivery time varies**                                 |
| Average time to fulfill additional "one-off" software requests          | Measures the speed of one-off software installation request resolution by MN.IT Services   | 5 to 10 business days  |
| Critical Windows client patches   | Measures the number of workstations receiving timely critical patches/updates.   | 80% of workstations updated within 7 days  |

## Reporting

Reports for Workstation Management services are created monthly and made available to agencies. Specific reporting deliverables are listed below:

- **Laptops:** Total number of laptop computers being supported
- **Desktops:** Total number of desktop computers being supported
- **Total Workstations:** Total number of workstations (e.g., laptop/desktop) being supported
- **User accounts:** Total number of domain user accounts being managed
- **Printers:** Total number of network and local printers/multi-function devices being supported

- **Virus and malware infections detected:** Total number of virus and malware infections detected
- **Operating system by version:** Total number of workstations with a specific operating system version (e.g., Windows XP, Windows 7 Professional, and Windows 7 Enterprise)

## Department of Public Safety Standard IT Services Details

### General Information

### Normal Work Hours

7:30 AM- 4:30 PM (M-F)

### Service Metrics

If service level objectives differ from the standards in Section 3, the differences are noted below. If an Agency Threshold is blank, the Standard Threshold applies.

If this section is blank, then all Section 3 Standard Thresholds apply.

Table 3: Service Level Objectives for VPN Remote Access

| Metric                | Definition  | Standard Threshold  | Agency Threshold   |
|-----------------------|---|---|--|
| Service Availability  | Measures the VPN Remote Access service availability         | 99.9% availability*<br>*not including Downtime for scheduled maintenance  |  |
| Customer satisfaction | Measures how the customer perceives the value               | 80% positive approval rating through customer surveys   |  |
| Support Resolution    | Measures the speed of Incident resolution by MN.IT Services | Priority 4: Low - 5 business days<br>Priority 3: Medium - 2 business days<br>Priority 2: High - 8 hours<br>Priority 1: Critical - 2 hours | For OTSS: Critical - 4 hours, High - 1 day, Medium - 2 days, Low - 10 days |
| Service Request       | Measures the speed of service response by MN.IT Services    | 2 business days   | For BCA: 5 business days   |

Table 4: Service Level Objectives for Cellular Service Plans and Devices

| Metric                | Definition  | Standard Threshold  | Agency Threshold   |
|-----------------------|---|---|--|
| Customer satisfaction | Measures how the customer perceives the value               | 80% positive approval rating through customer surveys   |  |
| Support Resolution    | Measures the speed of Incident resolution by MN.IT Services | Priority 4: Low - 5 business days<br>Priority 3: Medium - 2 business days<br>Priority 2: High - 8 hours<br>Priority 1: Critical - 2 hours | For OTSS: Critical - 4 hours, High - 1 day, Medium - 2 days, Low - 10 days     |
| Service Request       | Measures the speed of service response by MN.IT Services    | 5 to 7 business days after Purchase Order (PO) creation   | For OTSS: 2 business days;<br>For BCA: 5-7 business days after device received |



Table 6: Service Level Objectives for EUCC Email Services

| Metric                                    | Definition  | Standard Threshold   | Agency Threshold   |
|---|---|--|--|
| Service Availability                      | Measures service availability. Combined with other metrics, gives an end-to-end view of EUCC as a managed service | 99.9% availability*<br>*not including Downtime for scheduled maintenance   |  |
| Customer satisfaction                     | Measures how the customer perceives the value   | 80% positive approval rating through customer surveys  |  |
| Support Resolution                        | Measures the speed of Incident resolution by MN.IT Services   | Priority 4: Low - 5 business days<br>Priority 3: Medium - 2 business days<br>Priority 2: High - 8 hours<br>Priority 1: Critical - 2 hours                    | For OTSS: Critical - 4 hours, High - 1 day, Medium - 2 days, Low - 10 days |
| Service Request                           | Measures the speed of service response by MN.IT Services  | All requests will be entered as "Medium" with 2 business days for resolution, unless specifically listed. Requests can be escalated on a case-by-case basis. |  |
| BlackBerry device - disable/wipe requests | In the event a BlackBerry device is lost or stolen, it can be disabled and remotely "wiped".                      | Escalated cases will be done within 1 hour of request; all others are completed in 1 business day.   | For OTSS: 4 hours  |
| Mail Flow                                 | Measures the amount of time it takes to deliver a synthetically generated message                                 | 90% of messages received in less than 90 seconds   |  |

Table 7: Service Level Objectives for EUCC SharePoint Services

| Metric                         | Definition  | Standard Threshold   | Agency Threshold   |
|--------------------------------|---|--|--|
| Service Availability           | Measures service availability. Combined with other metrics, gives an end-to-end view of EUCC as a managed service | 99.9% availability*<br>*not including Downtime for scheduled maintenance   |  |
| Customer satisfaction          | Measures how the customer perceives the value   | 80% positive approval rating through customer surveys  |  |
| Support Resolution             | Measures the speed of Incident resolution by MN.IT Services   | Priority 4: Low - 5 business days<br>Priority 3: Medium - 2 business days<br>Priority 2: High - 8 hours<br>Priority 1: Critical - 2 hours  | For OTSS: Critical - 4 hours, High - 1 day, Medium - 2 days, Low - 10 days |
| Service Request                | Measures the speed of service response by MN.IT Services  | All requests will be entered as "Medium" with 2 business days for resolution, unless specifically listed. Requests can be escalated on a case-by-case basis.                         | For OTSS: 1 day  |
| SharePoint Site Access request | Determined by automated monitoring that attempts to render SharePoint sites every minute.                         | Customers have continuous access to all SharePoint sites for which they have appropriate permissions. Does not include scheduled downtime within pre-established maintenance windows |  |

Audio, Video and Net Conferencing Services is not provided to Department of Public Safety.

Table 11: Service Level Objectives for FIT Operations Services

| Metric                | Definition   | Standard Threshold  | Agency Threshold   |
|-----------------------|--|---|--|
| Service Availability  | Measures service availability.<br>*Does not include downtime for scheduled maintenance | Does not apply  | For OTSS: 8:00 AM - 4:30 PM M-F  |
| Customer Satisfaction | Measures how the customer perceives the value  | 80% positive approval rating through customer surveys   |  |
| Support Resolution    | Measures the speed of Incident resolution by MN.IT Services                            | Priority 4: Low - 5 business days<br>Priority 3: Medium - 2 business days<br>Priority 2: High - 8 hours<br>Priority 1: Critical - 2 hours | For OTSS: Critical - 4 hours, High - 1 day, Medium - 2 days, Low - 10 days |

Table 14: Service Level Objectives for Access Control to Systems Services

| Metric                | Definition  | Standard Threshold  | Agency Threshold   |
|-----------------------|---|---|--|
| Customer Satisfaction | Measures how the customer perceives the value               | 80% positive approval rating through customer surveys   |  |
| Support Resolution    | Measures the speed of Incident resolution by MN.IT Services | Priority 4: Low - 5 business days<br>Priority 3: Medium - 2 business days<br>Priority 2: High - 8 hours<br>Priority 1: Critical - 2 hours |  |
| Service Request       | Measures the maximum time required to respond to a request. | Typical - 1 business day<br>Critical - 4 hours  | BCA MNJIS Security Service metrics, standards and thresholds are specific to supporting our authorized criminal justice agency customers and meeting the requirements of FBI CJIS and NLETS Security standards, policies and guidelines. |

Table 15: Service Level Objectives for Security Incident Reponse and Forensics Services

| Metric                | Definition  | Standard Threshold                                    | Agency Threshold   |
|-----------------------|---|---|--|
| Service Response      | Measures time necessary to respond to a typical inquiry regarding the capabilities and availability of professional services staff. | Target: Next business day<br>Typical: 4 hours         | BCA MNJIS Security Service metrics, standards and thresholds are specific to supporting our authorized criminal justice agency customers and meeting the requirements of FBI CJIS and NLETS Security standards, policies and guidelines. |
| Customer Satisfaction | Measures how the customer perceives the value   | 80% positive approval rating through customer surveys |  |

Voice Services is not provided to Department of Public Safety.

Voice Related Services is not provided to Department of Public Safety.

Table 24: Service Level Objectives for Workstation Management Services

| Metric  | Definition   | Standard Threshold   | Agency Threshold   |
|---|--|--|--|
| Supporting Infrastructure availability                      | Measures service availability of supporting infrastructure (e.g., file shares and print servers, critical Windows client patches).                     | 99.9% availability*<br>*not including Downtime for scheduled maintenance   |  |
| Customer Satisfaction                                       | Measures how the customer perceives the value  | 80% positive approval rating through customer surveys  | For OTSS: 90%  |
| Support Resolution  | Measures the speed of Incident resolution by MN.IT Services  | Priority 4: Low - 5 business days<br>Priority 3: Medium - 2 business days<br>Priority 2: High - 8 hours<br>Priority 1: Critical - 2 hours                    | For OTSS: Critical - 4 hours, High - 1 day, Medium - 2 days, Low - 10 days |
| Service Response  | Measures the speed of service response by MN.IT Services   | All requests will be entered as "Medium" with 2 business days for resolution, unless specifically listed. Requests can be escalated on a case-by-case basis. | For OTSS: 2 days   |
| Service Response for Workstation deployment and replacement | Measures the speed of service response by MN.IT Services.<br>** If workstation and/or resources demands exceed supply, delivery of hardware may impact | Up to 10 workstations - 10 business days from receipt of hardware.<br>** Greater than 10 Work-stations -delivery time varies.                                |  |
| Service Response for "One-off" Software Installation        | Measures the speed of service response by MN.IT Services   | 5 to 10 business days  |  |
| Critical Windows Client Patches                             | Measures the number of workstations receiving timely critical  | 80% of workstations updated within 7 days  |  |

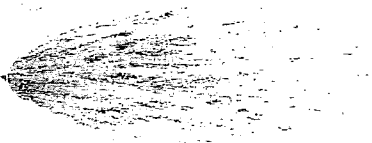




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## Section 4: Agency Applications

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## Department of Public Safety Applications

### Introduction

The Department of Public Safety applications section describes the collection of applications that support the agency's business processes. In this context, an "application" is software that functions by means of computers to accomplish useful work.

MN.IT Services staff support thousands of different applications enterprise-wide, ranging from Parking Lot Systems to Vendor Management Systems to Web Content Management Systems. These applications may be composed of dedicated hardware and highly customized software, or may be vendor purchased "commodity" products. This section describes these applications, who supports them, how they work, and the relative priority to business users.

The details for each application can vary greatly, so the following standard information has been gathered for each major application in order to facilitate effective analysis and accountability:

- **Business Division:** Primary unit within the agency structure that uses the application
- **Business Purpose:** The logical grouping of applications in support of a Business Purpose or Business Function. Applications will be sorted under each Business Purpose. For example, 10 unique applications are grouped together to provide the features and functions needed to support "License Renewal".
- **Application Name:** How agency staff commonly refer to the application
- **Description:** Description of application
- **Contact:** Business person within the agency that should be contacted for business requirements and additional information about the application
- **Attended Hours of Operation:** Times when the application is available for use and attended by MN.IT staff.
- **Hours of Operation Currently Met:** Indicator of whether or not the Hours of Operation are being achieved with the current level of infrastructure (staff, equipment, contracts, etc.)
- **Recovery Time Objective (RTO):** The maximum period of time available for recovering an application before there is a significant impact on the agency. Possible RTO periods for the purposes of this document are as follows:

- |                               |                     |
|-------------------------------|---------------------|
| • Immediate (no downtime)     | • Hours             |
| • 24 Hours                    | • 48 Hours          |
| • 72 Hours                    | • 4 Days            |
| • 5 Days                      | • 1 Week (7 Days)   |
| • 2 Weeks (14 Days)           | • 3 Weeks (21 Days) |
| • 4 Weeks (28 Days)           | • TBD               |
| • N/A (will not be recovered) |                     |

- **RTO Achievable:** Indicator of whether or not the RTO can be achieved with the current level of infrastructure in the event of a disaster
- **Criticality:** Impact if the application becomes unavailable because of an unplanned service incident. The criticality levels are as follows:
  - o 1 (Critical) = any incident that has “massive impact” and is highly visible, impacts a significant number of users, a major agency, application or service and has no redundancy or alternate path.
  - o 2 (High) = any incident that impacts a significant number of users, a major agency application or service, but has redundancy, or an alternate path or bypass.
  - o 3 (Medium) = any incident that impacts a limited number of users with a resource or service down or degraded.
  - o 4 (Low) = any incident that impacts a small number or a single user in which a resource or non-critical service is down or degraded and a deferred fix or maintenance is acceptable.
- **Availability Service Level %:** Service availability describes the time the system is running and available to the business customer. Availability Service Level is calculated as follows:

Applicable days in calendar month x 24 x 60 minus [Minutes of outage in calendar month]

Applicable days in calendar month x 24 x 60

x100

Typical service availability levels can be characterized as follows:

- o 99.9% - Maximum of 8 hours, 45 minutes of downtime per year. This level requires 24 x 7 staffing, “High Availability” (HA) system design, and redundant components.
- o 99.5% - Maximum of 43 hours, 48 minutes of downtime per year. This level requires having staff “on call”, spare parts, and/or maintenance contracts for parts delivery.
- o 99.0% - Maximum of 87 hours 36 minutes of downtime per year. This level requires having staff “on call”, well-defined system recovery procedures, and business hour staffing.
- **Regulatory Compliance Service Requirements:** Listing of any external or internal compliance requirements that govern the application. Examples include: HIPAA, JCAHO, IRS Publication 1075, etc.
- **Information Classification Service Requirements:** Indicator of information classification associated with the application. When multiple classifications apply, the highest classification is applied.

Information Classifications are as follows:

- o A = Confidential or Protected Nonpublic
- o B = Private or Nonpublic
- o C = Public

The information provided for each Agency application is presented “as is,” meaning that the data has been provided by the Agency-based CIO to reflect current capabilities and characteristics based on available data. As metrics change and/or more application information is available, changes will be incorporated into this document.

**Business Division:**

**Business Purpose:**

---

Application Name: **PSW Inventory System**

Contact: FAS, Rita Wurm/Jim  
Frederickson

Description: MS Access database developed by contractor to manage DPS Inventories stored at the  
Public Safety Warehouse

**Attended Hours of Operation:**

Monday - Friday

Saturday

Sunday

Holiday

Hours of Operation currently met?:

Availability Service Levels %:

Recovery Time Objective (RTO): TBD

RTO achievable?: TBD Criticality:

Regulatory Compliance Service Requirements:

Information Classification Service Requirements:

Additional Comments:

---

**Business Division:**

**Business Purpose:**      Accounting and budgeting

---

**Application Name:**    **Fixed Asset Inventory System (FAIS)**

**Contact:** FAS, Rita Wurm

**Description:**            Old DOF Access database used to track fixed & capital assets.

**Attended Hours of Operation:**

Monday - Friday

Saturday

Sunday

Holiday

**Hours of Operation currently met?:**

**Availability Service Levels %:**

**Recovery Time Objective (RTO):**      TBD

**RTO achievable?:**    TBD      **Criticality:**

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:**

**Additional Comments:**

---

**Business Division:**

Business Purpose:      Benefits determination

---

Application Name:    **Claims Assistant**

Contact: OJP

Descripton:            Manages reparations claims

Attended Hours of Operation:

Monday - Friday

Saturday

Sunday

Holiday

Hours of Operation currently met?:

Availability Service Levels %:

Recovery Time Objective (RTO):      TBD

RTO achievable?:    TBD      Criticality:

Regulatory Compliance Service Requirements:

Information Classification Service Requirements:

Additional Comments:

---

**Business Division:**

Business Purpose: Environmental protection

---

Application Name: EPCRA Chemical Data Mgmt System

Contact: HSEM

Description: Collection of chemical storage and release data

Attended Hours of Operation:

Monday - Friday All Other (Typically 7x24)

Saturday All Other (Typically 7x24)

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

Hours of Operation currently met?: Yes

Availability Service Levels %:

Recovery Time Objective (RTO): TBD

RTO achievable?: TBD Criticality:

Regulatory Compliance Service Requirements:

Information Classification Service Requirements:

Additional Comments:

---

---

**Business Division:**

Business Purpose: Grants management

---

Application Name: **WEGO**

Contact: OJP

Description: Web-based grants mgmt system

Attended Hours of Operation:

Monday - Friday All Other (Typically 7x24)

Saturday All Other (Typically 7x24)

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

Hours of Operation currently met?: Yes

Availability Service Levels %:

Recovery Time Objective (RTO): TBD

RTO achievable?: TBD Criticality:

Regulatory Compliance Service Requirements:

Information Classification Service Requirements:

Additional Comments:

---

Application Name: **Web Enabled Grants Operations**

Contact: HSEM

Description: WEGO

Attended Hours of Operation:

Monday - Friday All Other (Typically 7x24)

Saturday All Other (Typically 7x24)

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

Hours of Operation currently met?: Yes

Availability Service Levels %:

Recovery Time Objective (RTO): TBD

RTO achievable?: TBD Criticality:

Regulatory Compliance Service Requirements:

Information Classification Service Requirements:

Additional Comments:

---

**Business Division:**

**Business Purpose:** Law enforcement

---

**Application Name:** Law Enforcement Records Management System

**Contact:** State Patrol

**Description:** Allows State Patrol to manage a case electronically from creation to closure.

**Attended Hours of Operation:**

Monday - Friday

**Hours of Operation currently met?:** Yes

Saturday All Other (Typically 7x24)

**Availability Service Levels %:** 99%

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO):** 8 Hours

**RTO achievable?:** Yes **Criticality:** High

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:**

**Additional Comments:**

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**Business Division:**

Business Purpose: Other

---

Application Name: IS2

Contact: A&GED

Description: Integrated systems

Attended Hours of Operation:

Monday - Friday

Saturday

Sunday

Holiday

Hours of Operation currently met?:

Availability Service Levels %:

Recovery Time Objective (RTO): TBD

RTO achievable?: TBD Criticality:

Regulatory Compliance Service Requirements:

Information Classification Service Requirements:

Additional Comments:

---

Application Name: OPS System

Contact: Pipeline Safety

Description: Pipeline Inspection SQL Database System

Attended Hours of Operation:

Monday - Friday

Saturday

Sunday

Holiday

Hours of Operation currently met?:

Availability Service Levels %:

Recovery Time Objective (RTO): TBD

RTO achievable?: TBD Criticality:

Regulatory Compliance Service Requirements:

Information Classification Service Requirements:

Additional Comments:

---

---

**Business Division:**

Business Purpose: Other

---

Application Name: **PSW Records System**

Contact: FAS, Rita Wurm/Jim  
Frederickson

Descripton: SQL database developed by contractor to manange DPS retention schedules as well as the storage and disposal of agency records stored at the Public Safety Warehouse.

Attended Hours of Operation:

Monday - Friday Standard Business Hours (7am - 5pm CST)

Hours of Operation currently met?: Yes

Saturday

Availability Service Levels %: 100%

Sunday

Holiday

Recovery Time Objective (RTO): 4 Days

RTO achievable?: Yes Criticality: Low

Regulatory Compliance Service Requirements:

Information Classification Service Requirements: Private or Nonpublic

Additional Comments:

---

Application Name: **National Emergency Mgmt System**

Contact: HSEM

Descripton: NEMIS

Attended Hours of Operation:

Monday - Friday

Hours of Operation currently met?:

Saturday

Availability Service Levels %:

Sunday

Holiday

Recovery Time Objective (RTO): TBD

RTO achievable?: TBD Criticality:

Regulatory Compliance Service Requirements:

Information Classification Service Requirements:

Additional Comments:

---

**Business Division:**

**Business Purpose:** Other

**Application Name:** Fire Incident Reporting Systems (NFIRS)

**Contact:** State Fire Marshal Division

**Description:** Database of all fire incidents reported to SFM.

**Attended Hours of Operation:**

Monday - Friday

Saturday

Sunday

Holiday

**Hours of Operation currently met?:**

**Availability Service Levels %:**

**Recovery Time Objective (RTO):** TBD

**RTO achievable?:** TBD **Criticality:**

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:**

**Additional Comments:**

**Application Name:** Fire Marshal Suite

**Contact:** State Fire Marshal Division

**Description:** Inspection, Investigation, Sprinkler Permit / Plan Review, Fireworks, Explosives Applications, SFM Training

**Attended Hours of Operation:**

Monday - Friday Standard Business Hours (7am - 5pm CST)

Saturday

Sunday

Holiday

**Hours of Operation currently met?:** Yes

**Availability Service Levels %:** 100%

**Recovery Time Objective (RTO):** 4 Days

**RTO achievable?:** Yes **Criticality:** Low

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:** Private or Nonpublic

**Additional Comments:**

**Business Division:**

Business Purpose: Other

---

Application Name: GIS Mapping

Contact: Pipeline Safety

Description: ESRI GIS Database System

Attended Hours of Operation:

Monday - Friday

Saturday

Sunday

Holiday

Hours of Operation currently met?:

Availability Service Levels %:

Recovery Time Objective (RTO): TBD

RTO achievable?: TBD Criticality:

Regulatory Compliance Service Requirements:

Information Classification Service Requirements:

Additional Comments:

---

Application Name: HEAT

Contact: OTSS

Description: Trouble ticket system used to track problems reported to the PC/Network/E-mail help desk

Attended Hours of Operation:

Monday - Friday

Saturday

Sunday

Holiday

Hours of Operation currently met?:

Availability Service Levels %:

Recovery Time Objective (RTO): TBD

RTO achievable?: TBD Criticality:

Regulatory Compliance Service Requirements:

Information Classification Service Requirements:

Additional Comments:

---

**Business Division:**Business Purpose: Other

---

Application Name: **HR Class Registration System/POST  
Tracking**

Contact: HR

Description: Manages HR Training program and tracks POST credits for licensed peace officers.

## Attended Hours of Operation:

Monday - Friday Standard Business Hours (7am - 5pm CST)

Hours of Operation currently met?: Yes

Saturday

Availability Service Levels %: 100%

Sunday

Holiday

Recovery Time Objective (RTO): 4 Days

RTO achievable?: Yes Criticality: Low

Regulatory Compliance Service Requirements:

Information Classification Service Requirements: Private or Nonpublic

Additional Comments:

---

Application Name: **HSEM Training Registration System**

Contact: HSEM

Description: Tracks classes and training history.

## Attended Hours of Operation:

Monday - Friday Standard Business Hours (7am - 5pm CST)

Hours of Operation currently met?: Yes

Saturday

Availability Service Levels %: 100%

Sunday

Holiday

Recovery Time Objective (RTO): 4 Days

RTO achievable?: Yes Criticality: Low

Regulatory Compliance Service Requirements:

Information Classification Service Requirements: Private or Nonpublic

Additional Comments:

---

**Business Division:**Business Purpose: Other

---

Application Name: Burn Injury Reporting System

Contact: State Fire Marshal Division

Description: Database of burn injuries reported to SFM under MS 626.522.

## Attended Hours of Operation:

Monday - Friday

Saturday

Sunday

Holiday

Hours of Operation currently met?:

Availability Service Levels %:

Recovery Time Objective (RTO): TBD

RTO achievable?: TBD Criticality:

Regulatory Compliance Service Requirements:

Information Classification Service Requirements:

Additional Comments:

---

Application Name: Central Employee Resource System (CER)

Contact: FAS, Rita Wurm

Description: Web based system developed internally to manage sensitive items, facility management functions such as parking, key cards, vehicles, metropass programs, and the Continuity of Operations planning.

## Attended Hours of Operation:

Monday - Friday Standard Business Hours (7am - 5pm CST)

Saturday

Sunday

Holiday

Hours of Operation currently met?: Yes

Availability Service Levels %: 100%

Recovery Time Objective (RTO): 4 Days

RTO achievable?: Yes Criticality: Low

Regulatory Compliance Service Requirements:

Information Classification Service Requirements: Private or Nonpublic

Additional Comments:

---

**Business Division:**

Business Purpose: Other

---

Application Name: Critical Incident Mgmt Software

Contact: HSEM

Description: Operations of the State Emergency Operation Center

Attended Hours of Operation:

Monday - Friday

Saturday

Sunday

Holiday

Hours of Operation currently met?:

Availability Service Levels %:

Recovery Time Objective (RTO): TBD

RTO achievable?: TBD Criticality:

Regulatory Compliance Service Requirements:

Information Classification Service Requirements:

Additional Comments:

---

Application Name: Arson Suspect Pointer System

Contact: State Fire Marshal Division

Description: Database of arson suspects.

Attended Hours of Operation:

Monday - Friday

Saturday

Sunday

Holiday

Hours of Operation currently met?:

Availability Service Levels %:

Recovery Time Objective (RTO): TBD

RTO achievable?: TBD Criticality:

Regulatory Compliance Service Requirements:

Information Classification Service Requirements:

Additional Comments:

---

**Business Division:**

Business Purpose:      Other

---

Application Name:    **Background History/Electronic Fingerprints**

Contact: A&GED

Description:            Integrated system to provide background history checks and fingerprint checks to clients.

Attended Hours of Operation:

Monday - Friday

Saturday

Sunday

Holiday

Hours of Operation currently met?:

Availability Service Levels %:

Recovery Time Objective (RTO):      TBD

RTO achievable?:    TBD      Criticality:

Regulatory Compliance Service Requirements:

Information Classification Service Requirements:

Additional Comments:

---



**Business Division:**

Business Purpose: Personnel related activity

---

Application Name: MSP Personnel System

Contact: State Patrol

Description: Manage personnel information to meet the agencies needs

Attended Hours of Operation:

Monday - Friday

Saturday

Sunday

Holiday

Hours of Operation currently met?:

Availability Service Levels %:

Recovery Time Objective (RTO): TBD

RTO achievable?: TBD Criticality:

Regulatory Compliance Service Requirements:

Information Classification Service Requirements:

Additional Comments:

---

**Business Division:**     **BCA**

**Business Purpose:**

Application Name:   **BCA Training Application**

Contact:

Description:

Attended Hours of Operation:

Monday - Friday   Standard Business Hours (7am - 5pm CST)

Hours of Operation currently met?:     Yes

Saturday

Availability Service Levels %:     100

Sunday

Holiday

Recovery Time Objective (RTO):     4 Days

RTO achievable?:   Yes     Criticality:   Low

Regulatory Compliance Service Requirements:

Information Classification Service Requirements:     Private or Nonpublic

Additional Comments:

Application Name:   **MCAN Amber Alert**

Contact:

Description:

Attended Hours of Operation:

Monday - Friday   Standard Business Hours (7am - 5pm CST)

Hours of Operation currently met?:     Yes

Saturday

Availability Service Levels %:     100

Sunday

Holiday

Recovery Time Objective (RTO):     4 Days

RTO achievable?:   Yes     Criticality:   Low

Regulatory Compliance Service Requirements:

Information Classification Service Requirements:     Private or Nonpublic

Additional Comments:

COMPREHENSIVE IT SERVICE LEVEL AGREEMENT

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**Business Division:**     **BCA**

**Business Purpose:**

---

**Application Name:**   **In-service training (Right to know training)**

**Contact:**

**Description:**

**Attended Hours of Operation:**

Monday - Friday

Saturday

Sunday

Holiday

**Hours of Operation currently met?:**

**Availability Service Levels %:**

**Recovery Time Objective (RTO):**     **TBD**

**RTO achievable?:**

**Criticality:**

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:**

**Additional Comments:**

---

**Business Division:** BCA

**Business Purpose:** Criminal justice administration

**Application Name:** Telephone service

**Contact:** BCA, Kurt Augustin, Ass't Director

**Description:** VoIP telephony, voicemail, conferencing, ACD, Teleworker, wireless VoIP telephones

**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

Hours of Operation currently met?: Yes

Saturday All Other (Typically 7x24)

Availability Service Levels %: 99%

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO):** 24 Hours

**RTO achievable?:** TBD **Criticality:** Critical

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:**

**Additional Comments:**

Critical for BCA Operations Center 24x7

**Application Name:** BCA Insider

**Contact:** BCA, Dave Bjerga, Asst. Superintendent

**Description:** BCA Intranet site, MOSS 2007

**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

Hours of Operation currently met?: Yes

Saturday All Other (Typically 7x24)

Availability Service Levels %: 99%

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO):** 48 Hours

**RTO achievable?:** TBD **Criticality:** Low

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:** Public

**Additional Comments:**

Best estimate - awaiting confirmation from BCA section

---

**Business Division:** BCA Administrative Services**Business Purpose:** Criminal justice administration

---

**Application Name:** Duty Officer ApplicationContact: BCA, Janell Rasmussen, Dir.  
of Admin. Services**Description:** The Minnesota Duty Officer Program provides a single database of emergency contact information and a knowledge database of information related to state-level assistance for emergencies, serious accidents or incidents, or for reporting hazardous materials**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

Hours of Operation currently met?: Yes

Saturday All Other (Typically 7x24)

Availability Service Levels %: 99%

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO):** 24 Hours

RTO achievable?: TBD Criticality: Medium

**Regulatory Compliance Service Requirements:****Information Classification Service Requirements:** Private or Nonpublic**Additional Comments:**Best estimate - awaiting confirmation from BCA section

---

**Application Name:** Missing PersonsContact: BCA, Janell Rasmussen, Dir.  
of Admin. Services**Description:** The Minnesota Missing and Unidentified Persons Clearinghouse is a tool to assist in the recovery of missing children and adults in the state of Minnesota.**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

Hours of Operation currently met?: Yes

Saturday All Other (Typically 7x24)

Availability Service Levels %: 99%

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO):** 24 Hours

RTO achievable?: TBD Criticality: Medium

**Regulatory Compliance Service Requirements:**

MN State Statute

**Information Classification Service Requirements:** Public**Additional Comments:**Best estimate - awaiting confirmation from BCA section

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**Business Division:**     **BCA Investigations****Business Purpose:**     Criminal justice administration

---

**Application Name:**    **ACISS****Contact:** BCA, Dave Bjerga, Asst.  
Superintendent**Descripton:**           Investigations Case Management System.**Attended Hours of Operation:**

Monday - Friday   All Other (Typically 7x24)

Saturday           All Other (Typically 7x24)

Sunday            All Other (Typically 7x24)

Holiday            All Other (Typically 7x24)

**Hours of Operation currently met?:**     Yes**Availability Service Levels %:**        99%**Recovery Time Objective (RTO):**       24 Hours**RTO achievable?:**    TBD     **Criticality:**   Medium**Regulatory Compliance Service Requirements:****Information Classification Service Requirements:**    Confidential or Protected Nonpublic**Additional Comments:**

---

**Application Name:**    **Crime Scene Application****Contact:** BCA, Dave Bjerga, Asst.  
Superintendent**Descripton:**           Application used by BCA Investigations for crime scene information.**Attended Hours of Operation:**

Monday - Friday   All Other (Typically 7x24)

Saturday           All Other (Typically 7x24)

Sunday            All Other (Typically 7x24)

Holiday            All Other (Typically 7x24)

**Hours of Operation currently met?:**     Yes**Availability Service Levels %:**        99%**Recovery Time Objective (RTO):**       48 Hours**RTO achievable?:**    TBD     **Criticality:**   Low**Regulatory Compliance Service Requirements:****Information Classification Service Requirements:**    Confidential or Protected Nonpublic**Additional Comments:**

Best estimate - awaiting confirmation from BCA section

COMPREHENSIVE IT SERVICE LEVEL AGREEMENT

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**Business Division:**     **BCA Lab**

**Business Purpose:**     Criminal justice administration

---

**Application Name:**     **BEAST LIMS**

**Contact:** BCA, Frank Dolesji,  
Laboratory Director

**Description:**     Laboratory Information Management System

**Attended Hours of Operation:**

Monday - Friday     All Other (Typically 7x24)

**Hours of Operation currently met?:**     Yes

Saturday     All Other (Typically 7x24)

**Availability Service Levels %:**     99%

Sunday     All Other (Typically 7x24)

Holiday     All Other (Typically 7x24)

**Recovery Time Objective (RTO):**     Immediate

**RTO achievable?:**     TBD     **Criticality:**     Critical

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:**     Confidential or Protected Nonpublic

**Additional Comments:**

---

**Application Name:**     **Mideo Caseworks**

**Contact:** BCA, Frank Dolesji,  
Laboratory Director

**Description:**     Forensic laboratory central, secure repository for storing all case related digital images and other digital assets (i.e. audio, video, presentation files).

**Attended Hours of Operation:**

Monday - Friday     All Other (Typically 7x24)

**Hours of Operation currently met?:**     Yes

Saturday     All Other (Typically 7x24)

**Availability Service Levels %:**     99%

Sunday     All Other (Typically 7x24)

Holiday     All Other (Typically 7x24)

**Recovery Time Objective (RTO):**     24 Hours

**RTO achievable?:**     TBD     **Criticality:**     Critical

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:**     Private or Nonpublic

**Additional Comments:**

---

---

**Business Division:**     **BCA Lab****Business Purpose:**     Criminal justice administration

---

**Application Name:**   **Genemapper****Contact:** BCA, Frank Dolesji,  
Laboratory Director**Description:**         Genotyping software for DNA lab.**Attended Hours of Operation:**

Monday - Friday   All Other (Typically 7x24)

Saturday           All Other (Typically 7x24)

Sunday            All Other (Typically 7x24)

Holiday            All Other (Typically 7x24)

**Hours of Operation currently met?:**     Yes**Availability Service Levels %:**         99%**Recovery Time Objective (RTO):**        24 Hours**RTO achievable?:**   TBD     **Criticality:**   Critical**Regulatory Compliance Service Requirements:****Information Classification Service Requirements:**     Confidential or Protected Nonpublic**Additional Comments:**

New application, Best estimate - awaiting confirmation from BCA section

---

**Application Name:**   **LabWeb****Contact:** BCA, Frank Dolesji,  
Laboratory Director**Description:**         BCA Lab web application for criminal justice users to access BEAST LIMS to track the  
status of case evidence.**Attended Hours of Operation:**

Monday - Friday   All Other (Typically 7x24)

Saturday           All Other (Typically 7x24)

Sunday            All Other (Typically 7x24)

Holiday            All Other (Typically 7x24)

**Hours of Operation currently met?:**     Yes**Availability Service Levels %:**         99%**Recovery Time Objective (RTO):**        4 Weeks (28 Days)**RTO achievable?:**   TBD     **Criticality:**   Low**Regulatory Compliance Service Requirements:****Information Classification Service Requirements:**     Public**Additional Comments:**

---



COMPREHENSIVE IT SERVICE LEVEL AGREEMENT

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**Business Division:** BCA MNJIS

**Business Purpose:** Appropriate use-CJ systems

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**Application Name:** Archive Service

**Contact:** BCA, Kurt Augustin, Ass't  
Director

**Description:** Central repository service of audit trail data from BCA systems.

**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

Saturday All Other (Typically 7x24)

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

Hours of Operation currently met?: Yes

Availability Service Levels %: 98%

**Recovery Time Objective (RTO):** 8 Hours

**RTO achievable?:** TBD **Criticality:** Critical

**Regulatory Compliance Service Requirements:** MN State Statute

**Information Classification Service Requirements:** Private or Nonpublic

**Additional Comments:**

Our SLO for Archive Service is 4 hours.

---

**Business Division:** BCA MNJIS

**Business Purpose:** Backend service

**Application Name:** AnthillPro

**Contact:** BCA, Kurt Augustin, Ass't Director

**Description:** Build and deploy software.

**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

Saturday All Other (Typically 7x24)

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Hours of Operation currently met?:** Yes

**Availability Service Levels %:** 99%

**Recovery Time Objective (RTO):** 24 Hours

**RTO achievable?:** TBD **Criticality:** Low

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:**

**Additional Comments:**

**Application Name:** Cisco WCS

**Contact:** BCA, Kurt Augustin, Ass't Director

**Description:** Centralized management of Cisco wireless network equipment.

**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

Saturday All Other (Typically 7x24)

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Hours of Operation currently met?:** Yes

**Availability Service Levels %:** 99%

**Recovery Time Objective (RTO):** 24 Hours

**RTO achievable?:** TBD **Criticality:** Medium

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:**

**Additional Comments:**

COMPREHENSIVE IT SERVICE LEVEL AGREEMENT

**Business Division:** BCA MNJIS

**Business Purpose:** Backend service

**Application Name:** CommVault

**Contact:** BCA, Kurt Augustin, Ass't  
Director

**Description:** Enterprise backup software for systems and data.

**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

Saturday All Other (Typically 7x24)

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Hours of Operation currently met?:** Yes

**Availability Service Levels %:** 99%

**Recovery Time Objective (RTO):** 8 Hours

**RTO achievable?:** TBD **Criticality:** Critical

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:**

**Additional Comments:**

**Application Name:** IBM Websphere MQ 6/7

**Contact:** BCA, Kurt Augustin, Ass't  
Director

**Description:** Messaging broker to integrate applications and web services.

**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

Saturday All Other (Typically 7x24)

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Hours of Operation currently met?:** Yes

**Availability Service Levels %:** 98%

**Recovery Time Objective (RTO):** Immediate

**RTO achievable?:** TBD **Criticality:** Critical

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:** Confidential or Protected Nonpublic

**Additional Comments:**

**Business Division:** BCA MNJIS

**Business Purpose:** Backend service

**Application Name:** Fortify

**Contact:** BCA, Kurt Augustin, Ass't  
Director

**Description:** Static analysis of application source code for security vulnerability identification.

**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

Saturday All Other (Typically 7x24)

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Hours of Operation currently met?:** Yes

**Availability Service Levels %:** 99%

**Recovery Time Objective (RTO):** 72 Hours

**RTO achievable?:** TBD **Criticality:** Low

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:**

**Additional Comments:**

**Application Name:** FreeRADIUS

**Contact:** BCA, Kurt Augustin, Ass't  
Director

**Description:**

**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

Saturday All Other (Typically 7x24)

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Hours of Operation currently met?:** Yes

**Availability Service Levels %:** 99%

**Recovery Time Objective (RTO):** TBD

**RTO achievable?:** TBD **Criticality:**

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:**

**Additional Comments:**

COMPREHENSIVE IT SERVICE LEVEL AGREEMENT

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**Business Division:**      **BCA MNJIS**

**Business Purpose:**      Backend service

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**Application Name:**    **FTP server**

**Contact:** BCA, Kurt Augustin, Ass't  
Director

**Description:**            Enables download and upload of files among agencies and applications.

**Attended Hours of Operation:**

Monday - Friday    All Other (Typically 7x24)

**Hours of Operation currently met?:**      Yes

Saturday            All Other (Typically 7x24)

**Availability Service Levels %:**            99%

Sunday             All Other (Typically 7x24)

Holiday            All Other (Typically 7x24)

**Recovery Time Objective (RTO):**      Immediate

**RTO achievable?:**    TBD      **Criticality:**    Critical

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:**      Confidential or Protected Nonpublic

**Additional Comments:**

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**Application Name:**    **FBI Mail server**

**Contact:** BCA, Kurt Augustin, Ass't  
Director

**Description:**            Internal email server to route fingerprint related email to and from FBI.

**Attended Hours of Operation:**

Monday - Friday    All Other (Typically 7x24)

**Hours of Operation currently met?:**      Yes

Saturday            All Other (Typically 7x24)

**Availability Service Levels %:**            99%

Sunday             All Other (Typically 7x24)

Holiday            All Other (Typically 7x24)

**Recovery Time Objective (RTO):**      Immediate

**RTO achievable?:**    TBD      **Criticality:**    Critical

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:**      Confidential or Protected Nonpublic

**Additional Comments:**

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**Business Division:** BCA MNJIS**Business Purpose:** Backend service

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**Application Name:** Kiwi Syslog**Contact:** BCA, Kurt Augustin, Ass't  
Director**Description:** Network device logging and reporting.**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

**Hours of Operation currently met?:** Yes

Saturday All Other (Typically 7x24)

**Availability Service Levels %:** 99%

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO):** 24 Hours**RTO achievable?:** TBD **Criticality:** Low**Regulatory Compliance Service Requirements:****Information Classification Service Requirements:****Additional Comments:**

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**Application Name:** Loadrunner**Contact:** BCA, Kurt Augustin, Ass't  
Director**Description:** Automated application performance and testing.**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

**Hours of Operation currently met?:** Yes

Saturday All Other (Typically 7x24)

**Availability Service Levels %:** 99%

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO):** 48 Hours**RTO achievable?:** TBD **Criticality:** Low**Regulatory Compliance Service Requirements:****Information Classification Service Requirements:****Additional Comments:**

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COMPREHENSIVE IT SERVICE LEVEL AGREEMENT

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**Business Division:**     **BCA MNJIS**

**Business Purpose:**     Backend service

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**Application Name:**    **Lucene**

**Contact:** BCA, Kurt Augustin, Ass't  
Director

**Descripton:**           Full-text search engine.

**Attended Hours of Operation:**

Monday - Friday   All Other (Typically 7x24)

**Hours of Operation currently met?:**     Yes

Saturday           All Other (Typically 7x24)

**Availability Service Levels %:**         99%

Sunday            All Other (Typically 7x24)

Holiday           All Other (Typically 7x24)

**Recovery Time Objective (RTO):**       8 Hours

**RTO achievable?:**    TBD     **Criticality:**   High

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:**

**Additional Comments:**

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**Application Name:**    **Mail server**

**Contact:** BCA, Kurt Augustin, Ass't  
Director

**Descripton:**           Internal email server to facilitate messaging among applications and users.

**Attended Hours of Operation:**

Monday - Friday   All Other (Typically 7x24)

**Hours of Operation currently met?:**     Yes

Saturday           All Other (Typically 7x24)

**Availability Service Levels %:**         99%

Sunday            All Other (Typically 7x24)

Holiday           All Other (Typically 7x24)

**Recovery Time Objective (RTO):**       Immediate

**RTO achievable?:**    TBD     **Criticality:**   Critical

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:**     Confidential or Protected Nonpublic

**Additional Comments:**

---

**Business Division:** BCA MNJIS

**Business Purpose:** Backend service

**Application Name:** Mailman Listserv

**Contact:** BCA, Kurt Augustin, Ass't  
Director

**Description:** Will provide email notifications to Statute Service notification subscribers.

**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

Saturday All Other (Typically 7x24)

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Hours of Operation currently met?:** Yes

**Availability Service Levels %:** 99%

**Recovery Time Objective (RTO):** 48 Hours

**RTO achievable?:** TBD **Criticality:** High

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:**

**Additional Comments:**

**Application Name:** Microsoft Office SharePoint Server (MOSS)  
2007

**Contact:** BCA, Kurt Augustin, Ass't  
Director

**Description:** Hosts BCA Insider intranet site, BCA Catalog of Services site, and others.

**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

Saturday All Other (Typically 7x24)

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Hours of Operation currently met?:** Yes

**Availability Service Levels %:** 99%

**Recovery Time Objective (RTO):** 48 Hours

**RTO achievable?:** TBD **Criticality:** Low

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:**

**Additional Comments:**



**Business Division:** BCA MNJIS

**Business Purpose:** Backend service

**Application Name:** Microsoft Team Foundations Server (TFS)

**Contact:** BCA, Kurt Augustin, Ass't Director

**Description:** Application code repository and release management tool.

**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

**Hours of Operation currently met?:** Yes

Saturday All Other (Typically 7x24)

**Availability Service Levels %:** 99%

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO):** 24 Hours

**RTO achievable?:** TBD **Criticality:** Medium

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:**

**Additional Comments:**

**Application Name:** Oracle OSB 11G

**Contact:** BCA, Kurt Augustin, Ass't Director

**Description:** Updated SOA integration platform--manages interaction between services and applications.

**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

**Hours of Operation currently met?:** Yes

Saturday All Other (Typically 7x24)

**Availability Service Levels %:** 99%

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO):** Immediate

**RTO achievable?:** TBD **Criticality:** Critical

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:** Confidential or Protected Nonpublic

**Additional Comments:**

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**Business Division:** BCA MNJIS**Business Purpose:** Backend service

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**Application Name:** Oracle RAC**Contact:** BCA, Kurt Augustin, Ass't  
Director**Description:** Database server.**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

Saturday All Other (Typically 7x24)

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Hours of Operation currently met?:** Yes**Availability Service Levels %:** 99%**Recovery Time Objective (RTO):** Immediate**RTO achievable?:** TBD **Criticality:** Critical**Regulatory Compliance Service Requirements:****Information Classification Service Requirements:****Additional Comments:**

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**Application Name:** Oracle RDB**Contact:** BCA, Kurt Augustin, Ass't  
Director**Description:** Database server.**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

Saturday All Other (Typically 7x24)

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Hours of Operation currently met?:** Yes**Availability Service Levels %:** 99%**Recovery Time Objective (RTO):** Immediate**RTO achievable?:** TBD **Criticality:** Critical**Regulatory Compliance Service Requirements:****Information Classification Service Requirements:****Additional Comments:**

**Business Division:** BCA MNJIS

**Business Purpose:** Backend service

**Application Name:** Oracle Weblogic

**Contact:** BCA, Kurt Augustin, Ass't Director

**Description:** Application server.

**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

**Hours of Operation currently met?:** Yes

Saturday All Other (Typically 7x24)

**Availability Service Levels %:** 99%

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO):** Immediate

**RTO achievable?:** TBD **Criticality:** Critical

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:** Confidential or Protected Nonpublic

**Additional Comments:**

**Application Name:** Oracle/BEA Aqualogic Service Bus

**Contact:** BCA, Kurt Augustin, Ass't Director

**Description:** SOA integration platform--manages interaction between services and applications.

**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

**Hours of Operation currently met?:** Yes

Saturday All Other (Typically 7x24)

**Availability Service Levels %:** 96%

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO):** Immediate

**RTO achievable?:** TBD **Criticality:** Critical

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:** Confidential or Protected Nonpublic

**Additional Comments:**

**Business Division:** BCA MNJIS

**Business Purpose:** Backend service

**Application Name:** Tridium monitoring system

**Contact:** BCA, Kurt Augustin, Ass't  
Director

**Description:** Centralized monitoring of BCA data center cooling environment.

**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

Saturday All Other (Typically 7x24)

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Hours of Operation currently met?:** Yes

**Availability Service Levels %:** 99%

**Recovery Time Objective (RTO):** 48 Hours

**RTO achievable?:** TBD **Criticality:** Medium

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:**

**Additional Comments:**

**Application Name:** Windows SharePoint Server (WSS) 3.0

**Contact:** BCA, Kurt Augustin, Ass't  
Director

**Description:** Hosts BCA CJIR site.

**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

Saturday All Other (Typically 7x24)

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Hours of Operation currently met?:** Yes

**Availability Service Levels %:** 99%

**Recovery Time Objective (RTO):** 72 Hours

**RTO achievable?:** TBD **Criticality:** Low

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:**

**Additional Comments:**

COMPREHENSIVE IT SERVICE LEVEL AGREEMENT

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**Business Division:** BCA MNJIS  
**Business Purpose:** Backend service

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**Application Name:** WSUS

**Contact:** BCA, Kurt Augustin, Ass't  
Director

**Description:** Management of security and other Windows updates to Windows-based desktop computers and servers.

**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

**Hours of Operation currently met?:** Yes

Saturday All Other (Typically 7x24)

**Availability Service Levels %:** 99%

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO):** 48 Hours

**RTO achievable?:** TBD **Criticality:** Low

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:**

**Additional Comments:**

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**Application Name:** Qflex

**Contact:** BCA, Kurt Augustin, Ass't  
Director

**Description:** Track performance and detect problems with IBM Websphere MQ servers.

**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

**Hours of Operation currently met?:** Yes

Saturday All Other (Typically 7x24)

**Availability Service Levels %:** 99%

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO):** 8 Hours

**RTO achievable?:** TBD **Criticality:** Low

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:**

**Additional Comments:**

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**Business Division:** BCA MNJIS**Business Purpose:** Backend service

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**Application Name:** System Center Configuration Manager (SCCM)**Contact:** BCA, Kurt Augustin, Ass't Director**Description:** System management: patch management, software distribution, hardware and software inventory, remote control.**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

**Hours of Operation currently met?:** Yes

Saturday All Other (Typically 7x24)

**Availability Service Levels %:** 99%

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO):** 24 Hours**RTO achievable?:** TBD **Criticality:** Medium**Regulatory Compliance Service Requirements:****Information Classification Service Requirements:****Additional Comments:**

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**Application Name:** System Center Operations Manager (SCOM)**Contact:** BCA, Kurt Augustin, Ass't Director**Description:** System monitoring, alerting, and reporting.**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

**Hours of Operation currently met?:** Yes

Saturday All Other (Typically 7x24)

**Availability Service Levels %:** 99%

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO):** 8 Hours**RTO achievable?:** TBD **Criticality:** High**Regulatory Compliance Service Requirements:****Information Classification Service Requirements:****Additional Comments:**

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COMPREHENSIVE IT SERVICE LEVEL AGREEMENT

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**Business Division:**     **BCA MNJIS**

**Business Purpose:**     Backend service

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**Application Name:**   **NetApp Operations Manager**

**Contact:** BCA, Kurt Augustin, Ass't  
Director

**Description:**         Monitoring and management of NetApp storage environment.

**Attended Hours of Operation:**

Monday - Friday   All Other (Typically 7x24)

Hours of Operation currently met?:     Yes

Saturday           All Other (Typically 7x24)

Availability Service Levels %:         99%

Sunday            All Other (Typically 7x24)

Holiday           All Other (Typically 7x24)

**Recovery Time Objective (RTO):**       48 Hours

**RTO achievable?:**   TBD     **Criticality:**   Low

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:**

**Additional Comments:**

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**Application Name:**   **Quest (for SCOM)**

**Contact:** BCA, Kurt Augustin, Ass't  
Director

**Description:**         Enables monitoring of non-Microsoft servers, services and network devices.

**Attended Hours of Operation:**

Monday - Friday   All Other (Typically 7x24)

Hours of Operation currently met?:     Yes

Saturday           All Other (Typically 7x24)

Availability Service Levels %:         99%

Sunday            All Other (Typically 7x24)

Holiday           All Other (Typically 7x24)

**Recovery Time Objective (RTO):**       8 Hours

**RTO achievable?:**   TBD     **Criticality:**   Medium

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:**

**Additional Comments:**

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COMPREHENSIVE IT SERVICE LEVEL AGREEMENT

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**Business Division:**      **BCA MNJIS**

**Business Purpose:**      **Backend service**

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**Application Name:**    **Rational Quality Manager**

**Contact:** BCA, Kurt Augustin, Ass't  
Director

**Description:**            Software/application test planning, construction and execution.

**Attended Hours of Operation:**

Monday - Friday    All Other (Typically 7x24)

**Hours of Operation currently met?:**      Yes

Saturday            All Other (Typically 7x24)

**Availability Service Levels %:**            99%

Sunday              All Other (Typically 7x24)

Holiday             All Other (Typically 7x24)

**Recovery Time Objective (RTO):**      48 Hours

**RTO achievable?:**    TBD      **Criticality:**    Low

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:**

**Additional Comments:**

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**Application Name:**    **Rational Requirements Composer**

**Contact:** BCA, Kurt Augustin, Ass't  
Director

**Description:**            Software/application requirements definition, management, reporting.

**Attended Hours of Operation:**

Monday - Friday    All Other (Typically 7x24)

**Hours of Operation currently met?:**      Yes

Saturday            All Other (Typically 7x24)

**Availability Service Levels %:**            99%

Sunday              All Other (Typically 7x24)

Holiday             All Other (Typically 7x24)

**Recovery Time Objective (RTO):**      48 Hours

**RTO achievable?:**    TBD      **Criticality:**    Low

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:**

**Additional Comments:**

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**Business Division:** BCA MNJIS  
**Business Purpose:** Backend service

**Application Name:** Rational Software Architect

**Contact:** BCA, Kurt Augustin, Ass't Director

**Description:** UML modeling and development environment for C++ and J2EE applications and web services.

**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

Hours of Operation currently met?: Yes

Saturday All Other (Typically 7x24)

Availability Service Levels %: 99%

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO):** 72 Hours

**RTO achievable?:** TBD **Criticality:** Low

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:**

**Additional Comments:**

**Application Name:** Rational Software Modeler

**Contact:** BCA, Kurt Augustin, Ass't Director

**Description:** UML-based software modeling and design tool.

**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

Hours of Operation currently met?: Yes

Saturday All Other (Typically 7x24)

Availability Service Levels %: 99%

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO):** 72 Hours

**RTO achievable?:** TBD **Criticality:** Low

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:**

**Additional Comments:**

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**Business Division:** BCA MNJIS**Business Purpose:** Backend service

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**Application Name:** Rational Team Concert**Contact:** BCA, Kurt Augustin, Ass't  
Director**Description:** Application code repository and release management tool.**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

Saturday All Other (Typically 7x24)

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Hours of Operation currently met?:** Yes**Availability Service Levels %:** 99%**Recovery Time Objective (RTO):** 24 Hours**RTO achievable?:** TBD **Criticality:** Medium**Regulatory Compliance Service Requirements:****Information Classification Service Requirements:****Additional Comments:**

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**Application Name:** RedHat Satellite Server**Contact:** BCA, Kurt Augustin, Ass't  
Director**Description:** Centralized management of Red Hat Enterprise Linux servers.**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

Saturday All Other (Typically 7x24)

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Hours of Operation currently met?:** Yes**Availability Service Levels %:** 99%**Recovery Time Objective (RTO):** 24 Hours**RTO achievable?:** TBD **Criticality:** Low**Regulatory Compliance Service Requirements:****Information Classification Service Requirements:****Additional Comments:**

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**Business Division:** BCA MNJIS**Business Purpose:** Backend service

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**Application Name:** RSA SecurID Ace server**Contact:** BCA, Kurt Augustin, Ass't  
Director**Description:** Manage RSA SecurID authentication for two-factor authentication requirement.**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

**Hours of Operation currently met?:** Yes

Saturday All Other (Typically 7x24)

**Availability Service Levels %:** 99%

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO):** 8 Hours**RTO achievable?:** TBD **Criticality:** High**Regulatory Compliance Service Requirements:****Information Classification Service Requirements:****Additional Comments:**

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**Application Name:** Scribe**Contact:** BCA, Kurt Augustin, Ass't  
Director**Description:** Enables integration between CRM and other applications.**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

**Hours of Operation currently met?:** Yes

Saturday All Other (Typically 7x24)

**Availability Service Levels %:** 99%

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO):** 24 Hours**RTO achievable?:** TBD **Criticality:** High**Regulatory Compliance Service Requirements:****Information Classification Service Requirements:****Additional Comments:**

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**Business Division:** BCA MNJIS

**Business Purpose:** Backend service

**Application Name:** Service Desk Express

**Contact:** BCA, Kurt Augustin, Ass't Director

**Description:** Incident, problem, change management workflow and tracking tool. Also used for internal BCA purchasing workflow and tracking.

**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

Saturday All Other (Typically 7x24)

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Hours of Operation currently met?:** Yes

**Availability Service Levels %:** 99%

**Recovery Time Objective (RTO):** 24 Hours

**RTO achievable?:** TBD **Criticality:** Medium

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:**

**Additional Comments:**

**Application Name:** Solarwinds

**Contact:** BCA, Kurt Augustin, Ass't Director

**Description:** Network management and troubleshooting.

**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

Saturday All Other (Typically 7x24)

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Hours of Operation currently met?:** Yes

**Availability Service Levels %:** 99%

**Recovery Time Objective (RTO):** 48 Hours

**RTO achievable?:** TBD **Criticality:** Low

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:**

**Additional Comments:**

COMPREHENSIVE IT SERVICE LEVEL AGREEMENT

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**Business Division:** BCA MNJIS

**Business Purpose:** Backend service

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**Application Name:** SQL Server 2005

**Contact:** BCA, Kurt Augustin, Ass't  
Director

**Description:** Microsoft SQL database server.

**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

**Hours of Operation currently met?:** Yes

Saturday All Other (Typically 7x24)

**Availability Service Levels %:** 99%

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO):** Immediate

**RTO achievable?:** TBD **Criticality:** Critical

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:** Confidential or Protected Nonpublic

**Additional Comments:**

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**Application Name:** SQL Server 2008

**Contact:** BCA, Kurt Augustin, Ass't  
Director

**Description:** Updated Microsoft SQL database server.

**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

**Hours of Operation currently met?:** Yes

Saturday All Other (Typically 7x24)

**Availability Service Levels %:** 99%

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO):** Immediate

**RTO achievable?:** TBD **Criticality:** Critical

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:** Confidential or Protected Nonpublic

**Additional Comments:**

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**Business Division:** BCA MNJIS

**Business Purpose:** Backend service

**Application Name:** Websense

**Contact:** BCA, Kurt Augustin, Ass't  
Director

**Description:** Monitor, report and manage internal Internet use

**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

Saturday All Other (Typically 7x24)

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Hours of Operation currently met?:** Yes

**Availability Service Levels %:** 99%

**Recovery Time Objective (RTO):** 48 Hours

**RTO achievable?:** TBD **Criticality:** Low

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:**

**Additional Comments:**

**Application Name:** WebTrends

**Contact:** BCA, Kurt Augustin, Ass't  
Director

**Description:** BCA web application analytics.

**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

Saturday All Other (Typically 7x24)

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Hours of Operation currently met?:** Yes

**Availability Service Levels %:** 99%

**Recovery Time Objective (RTO):** 48 Hours

**RTO achievable?:** TBD **Criticality:** Low

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:**

**Additional Comments:**

COMPREHENSIVE IT SERVICE LEVEL AGREEMENT

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**Business Division:** BCA MNJIS

**Business Purpose:** Backend service

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**Application Name:** VMware vCenter

**Contact:** BCA, Kurt Augustin, Ass't  
Director

**Description:** Management of virtual server environment.

**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

Saturday All Other (Typically 7x24)

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Hours of Operation currently met?:** Yes

**Availability Service Levels %:** 99%

**Recovery Time Objective (RTO):** Immediate

**RTO achievable?:** TBD **Criticality:** Critical

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:**

**Additional Comments:**

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**Business Division:** BCA MNJIS

**Business Purpose:** Citizen information

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**Application Name:** Public CCH on the Internet

**Contact:** BCA, CHRI Asst. Director

**Description:** Legislatively mandated system for citizen access to public criminal history.

**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

Saturday All Other (Typically 7x24)

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Hours of Operation currently met?:** Yes

**Availability Service Levels %:** 95%

**Recovery Time Objective (RTO):** 24 Hours

**RTO achievable?:** TBD **Criticality:** Medium

**Regulatory Compliance Service Requirements:** MN State Statute

**Information Classification Service Requirements:** Public

**Additional Comments:**

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**Business Division:** BCA MNJIS**Business Purpose:** Criminal justice administration

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**Application Name:** Print Print**Contact:** BCA, Margarita Rock, Ass't Director**Description:** Enables printing of electronic fingerprint cards.**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

**Hours of Operation currently met?:** Yes

Saturday All Other (Typically 7x24)

**Availability Service Levels %:** 99%

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO):** 48 Hours**RTO achievable?:** TBD **Criticality:** Medium**Regulatory Compliance Service Requirements:****Information Classification Service Requirements:** Private or Nonpublic**Additional Comments:**

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**Application Name:** PSNext**Contact:** BCA, Oded Galili, Deputy Director**Description:** Project Portfolio Management and Project Planning tool.**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

**Hours of Operation currently met?:** Yes

Saturday All Other (Typically 7x24)

**Availability Service Levels %:** 99%

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO):** 24 Hours**RTO achievable?:** TBD **Criticality:** Medium**Regulatory Compliance Service Requirements:****Information Classification Service Requirements:** Private or Nonpublic**Additional Comments:**

---

**Business Division:** BCA MNJIS

**Business Purpose:** Criminal justice administration

**Application Name:** Portal 100

**Contact:** BCA, Robert Johnson, Deputy Director

**Description:** The user interface for accessing the Law Enforcement Message Switch

**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

Saturday All Other (Typically 7x24)

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

Hours of Operation currently met?: Yes

Availability Service Levels %: 99%

**Recovery Time Objective (RTO):** Immediate

**RTO achievable?:** TBD **Criticality:** Critical

**Regulatory Compliance Service Requirements:**

FBI CJIS Security Policy, NLETS requirements, DVS contractual requirement t

**Information Classification Service Requirements:**

**Additional Comments:**

DVS contractual requirement to provide same level of access to DVS data through Portal 100 that DVS would provide directly

**Application Name:** Meth Offender Registry (MOR)

**Contact:** BCA, CHRI Asst. Director

**Description:** Public website identifying individuals who have been convicted under state law of felony level manufacture of methamphetamine. Established by executive order of the Governor.

**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

Saturday All Other (Typically 7x24)

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

Hours of Operation currently met?: Yes

Availability Service Levels %: 99%

**Recovery Time Objective (RTO):** 24 Hours

**RTO achievable?:** TBD **Criticality:** Low

**Regulatory Compliance Service Requirements:**

Executive Order of the Governor

**Information Classification Service Requirements:**

Public

**Additional Comments:**

**Business Division:** BCA MNJIS

**Business Purpose:** Criminal justice administration

**Application Name:** Suspense Web

**Contact:** BCA, CHRI Asst. Director

**Description:** Website that provides criminal justice agencies the number of suspended court dispositions that have been identified as those that criminal justice agencies can resolve.

**Attended Hours of Operation:**

|                 |                            |                                    |     |
|-----------------|----------------------------|------------------------------------|-----|
| Monday - Friday | All Other (Typically 7x24) | Hours of Operation currently met?: | Yes |
| Saturday        | All Other (Typically 7x24) | Availability Service Levels %:     | 99% |
| Sunday          | All Other (Typically 7x24) |                                    |     |
| Holiday         | All Other (Typically 7x24) |                                    |     |

**Recovery Time Objective (RTO):** 48 Hours      **RTO achievable?:** TBD      **Criticality:** Low

**Regulatory Compliance Service Requirements:** MN State Statute

**Information Classification Service Requirements:** Public

**Additional Comments:**

299C.111

**Application Name:** Statute Service

**Contact:** BCA, Kurt Augustin, Ass't Director

**Description:** Service that provide downloaod and lookup capability for statutes and assoicated metadata used by criminal justice professionals

**Attended Hours of Operation:**

|                 |                            |                                    |     |
|-----------------|----------------------------|------------------------------------|-----|
| Monday - Friday | All Other (Typically 7x24) | Hours of Operation currently met?: | Yes |
| Saturday        | All Other (Typically 7x24) | Availability Service Levels %:     | 99% |
| Sunday          | All Other (Typically 7x24) |                                    |     |
| Holiday         | All Other (Typically 7x24) |                                    |     |

**Recovery Time Objective (RTO):** 8 Hours      **RTO achievable?:** TBD      **Criticality:** High

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:** Public

**Additional Comments:**

eCharging queries Statute Service each time it needs statute information

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**Business Division:**     **BCA MNJIS****Business Purpose:**     Criminal justice administration

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**Application Name:**    **MyBCA****Contact:** BCA, Kurt Augustin, Ass't  
Director**Description:**         Provides single-sign on capability for ISS and MROD. Will eventually expand to all BCA  
MNJIS criminal justice applications.**Attended Hours of Operation:**

Monday - Friday   All Other (Typically 7x24)

**Hours of Operation currently met?:**     Yes

Saturday           All Other (Typically 7x24)

**Availability Service Levels %:**         98%

Sunday             All Other (Typically 7x24)

Holiday            All Other (Typically 7x24)

**Recovery Time Objective (RTO):**       8 Hours**RTO achievable?:**    TBD     **Criticality:**   High**Regulatory Compliance Service Requirements:****Information Classification Service Requirements:****Additional Comments:**No data provided. In future, higher availability and immediate RTO will be required as access to BCA  
applications and services is migrated to MyBCA landing page.

---

**Application Name:**    **Name Event Index (NEIS)****Contact:** BCA, CHRI Asst. Director**Description:**         Provides a catalog that connects events and people within the criminal justice system.**Attended Hours of Operation:**

Monday - Friday   All Other (Typically 7x24)

**Hours of Operation currently met?:**     Yes

Saturday           All Other (Typically 7x24)

**Availability Service Levels %:**         98%

Sunday             All Other (Typically 7x24)

Holiday            All Other (Typically 7x24)

**Recovery Time Objective (RTO):**       8 Hours**RTO achievable?:**    TBD     **Criticality:**   Medium**Regulatory Compliance Service Requirements:****Information Classification Service Requirements:**     Confidential or Protected Nonpublic**Additional Comments:**

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**Business Division:** BCA MNJIS

**Business Purpose:** Criminal justice administration

**Application Name:** MNJIS LaunchPad

**Contact:** BCA, Dana Gotz, Executive Director

**Description:** LaunchPad for criminal justice agencies to applications that provide training, documentation, and testing related to BCA applications and services; online audit tool for BCA MNJIS audits; and ability for law enforcement agencies to validate NCIC transact

**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)  
Saturday All Other (Typically 7x24)  
Sunday All Other (Typically 7x24)  
Holiday All Other (Typically 7x24)

Hours of Operation currently met?: Yes  
Availability Service Levels %: 99%

**Recovery Time Objective (RTO):** 48 Hours

**RTO achievable?:** TBD **Criticality:** Low

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:** Confidential or Protected Nonpublic

**Additional Comments:**

Includes nexTest, Audit, and Online Validations

**Application Name:** Minnesota Reports on Demand (MROD)

**Contact:** BCA, Margarita Rock, Ass't Director

**Description:** Provides criminal justice agencies the ability to select and merge court cases together to form a complete view of an individuals interactions with the courts.

**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)  
Saturday All Other (Typically 7x24)  
Sunday All Other (Typically 7x24)  
Holiday All Other (Typically 7x24)

Hours of Operation currently met?: Yes  
Availability Service Levels %: 100%

**Recovery Time Objective (RTO):** 24 Hours

**RTO achievable?:** TBD **Criticality:** Low

**Regulatory Compliance Service Requirements:** N/A

**Information Classification Service Requirements:** Private or Nonpublic

**Additional Comments:**

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**Business Division:** BCA MNJIS**Business Purpose:** Criminal justice administration

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**Application Name:** Livescan**Contact:** BCA, Margarita Rock, Ass't Director**Descripton:** Technology deployed to booking facilities for the electronic capture of fingerprints and booking data**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

**Hours of Operation currently met?:** Yes

Saturday All Other (Typically 7x24)

**Availability Service Levels %:** 98%

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO):** 8 Hours**RTO achievable?:** TBD **Criticality:** Critical**Regulatory Compliance Service Requirements:** N/A**Information Classification Service Requirements:** Confidential or Protected Nonpublic**Additional Comments:**MNJIS has SLA with vendor, L-1, for end-user/agency support. Service is non-critical for single LiveScan unit but overall LiveScan service is critical for BiID application functionality.

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**Application Name:** LiveScan Message Enhancement (LME)**Contact:** BCA, Margarita Rock, Ass't Director**Descripton:** Provides web-based view of all messages directed to an agency's Livescan devices, helps agencies manage bookings, reduces files going into suspense. Access to Livescan is Agency Interface.**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

**Hours of Operation currently met?:** Yes

Saturday All Other (Typically 7x24)

**Availability Service Levels %:** 98%

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO):** 24 Hours**RTO achievable?:** TBD **Criticality:** Medium**Regulatory Compliance Service Requirements:****Information Classification Service Requirements:** Confidential or Protected Nonpublic**Additional Comments:**

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**Business Division:** BCA MNJIS

**Business Purpose:** Criminal justice administration

**Application Name:** Identity and Access Management (IdAM)

**Contact:** BCA, Kurt Augustin, Ass't Director

**Description:** Provides identity and access management capability for BCA MNJIS applications, ISS and MROD. Will eventually expand to all BCA MNJIS criminal justice applications.

**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

Hours of Operation currently met?: Yes

Saturday All Other (Typically 7x24)

Availability Service Levels %: 98%

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO):** 8 Hours

**RTO achievable?:** TBD **Criticality:** High

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:** Private or Nonpublic

**Additional Comments:**

IdAM will be used across all BCA applications in the future

**Application Name:** Infolmage / Kofax

**Contact:** BCA, Margarita Rock, Ass't Director

**Description:** Imaging applications used for fingerprints and POR records.

**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

Hours of Operation currently met?: Yes

Saturday All Other (Typically 7x24)

Availability Service Levels %: 99%

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO):** 48 Hours

**RTO achievable?:** TBD **Criticality:** Medium

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:** Private or Nonpublic

**Additional Comments:**

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**Business Division:** BCA MNJIS**Business Purpose:** Criminal justice administration

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**Application Name:** Computerized Criminal History (CCH)**Contact:** BCA, CHRI Asst. Director**Description:** The State's central repository of criminal arrest and disposition data**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

**Hours of Operation currently met?:** Yes

Saturday All Other (Typically 7x24)

**Availability Service Levels %:** 99%

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO):** Immediate**RTO achievable?:** TBD **Criticality:** Critical**Regulatory Compliance Service Requirements:** MN State Statute, FBI requirement, NLETS requirement**Information Classification Service Requirements:** Confidential or Protected Nonpublic**Additional Comments:**

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**Application Name:** Domestic Abuse No Contact Orders  
(DANCO)**Contact:** BCA, Robert Johnson, Deputy  
Director**Description:** Enables No Contact orders to be automatically submitted by MN criminal courts to the  
BCA. Information populates both the MN and NCIC Protection Order Hot Files.**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

**Hours of Operation currently met?:** Yes

Saturday All Other (Typically 7x24)

**Availability Service Levels %:** 95%

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO):** 24 Hours**RTO achievable?:** TBD **Criticality:** Medium**Regulatory Compliance Service Requirements:** MN State Statute, FBI Requirement (NFF)**Information Classification Service Requirements:** Private or Nonpublic**Additional Comments:**

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COMPREHENSIVE IT SERVICE LEVEL AGREEMENT

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**Business Division:** BCA MNJIS

**Business Purpose:** Criminal justice administration

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**Application Name:** e-Charging

**Contact:** BCA, CHRI Asst. Director

**Description:** Allows for the submission of charges, citations and DUI forms between Law Enforcement, Prosecutor, and Courts.

**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

Hours of Operation currently met?: Yes

Saturday All Other (Typically 7x24)

Availability Service Levels %: 96%

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO):** 8 Hours

**RTO achievable?:** TBD **Criticality:** High

**Regulatory Compliance Service Requirements:** N/A

**Information Classification Service Requirements:** Confidential or Protected Nonpublic

**Additional Comments:**

Availability should be 98% or above. Higher criticality and lower RTO will be required in the future.

---

**Application Name:** CertainPro/CJTE Registration site

**Contact:** BCA, Janell Rasmussen, Dir.  
of Admin. Services

**Description:** CJTE Registration site is a MOSS 2007 site for listing BCA CJTE training courses and enabling online registration. CertainPro is a training registration application that will provide the same and additional functionality, such as electronic payment.

**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

Hours of Operation currently met?: Yes

Saturday All Other (Typically 7x24)

Availability Service Levels %: 99%

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO):** 24 Hours

**RTO achievable?:** TBD **Criticality:** High

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:** Private or Nonpublic

**Additional Comments:**

Best estimate - awaiting confirmation from BCA section

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**Business Division:** BCA MNJIS**Business Purpose:** Criminal justice administration

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**Application Name:** Catalog of Services**Contact:** BCA, Kurt Augustin, Ass't Director**Descriptor:** Lists MNJIS services and tools available primarily to criminal justice agencies. Enables agencies to request access to services electronically.**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

Hours of Operation currently met?: Yes

Saturday All Other (Typically 7x24)

Availability Service Levels %: 99%

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO):** 48 Hours**RTO achievable?:** TBD **Criticality:** Low**Regulatory Compliance Service Requirements:****Information Classification Service Requirements:** Public**Additional Comments:**

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**Application Name:** Civil Applicant Processing Service (CAPS)**Contact:** BCA, CHRI Asst. Director**Descriptor:** Processes all civil, finger-print based background checks electronically. When an identification is made, CAPS compiles the criminal history from all sources.**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

Hours of Operation currently met?: Yes

Saturday All Other (Typically 7x24)

Availability Service Levels %: 98%

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO):** 24 Hours**RTO achievable?:** TBD **Criticality:** Medium**Regulatory Compliance Service Requirements:****Information Classification Service Requirements:** Private or Nonpublic**Additional Comments:**

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**Business Division:** BCA MNJIS**Business Purpose:** Criminal justice administration

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**Application Name:** Criminal Justice Integration Repository  
(CJIR)**Contact:** BCA, Kurt Augustin, Ass't  
Director**Description:** Source for information on recommended business and technical standards for criminal justice information integration in Minnesota.**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

**Hours of Operation currently met?:** Yes

Saturday All Other (Typically 7x24)

**Availability Service Levels %:** 99%

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO):** 48 Hours**RTO achievable?:** TBD **Criticality:** Low**Regulatory Compliance Service Requirements:****Information Classification Service Requirements:** Public**Additional Comments:**

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**Application Name:** Customer Relationship Management (CRM)**Contact:** BCA, Dana Gotz, Executive  
Director**Description:** Central repository of BCA MNJIS customer information, including agency address, roles, contracts, and billing.**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

**Hours of Operation currently met?:** Yes

Saturday All Other (Typically 7x24)

**Availability Service Levels %:** 100%

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO):** 24 Hours**RTO achievable?:** TBD **Criticality:** Low**Regulatory Compliance Service Requirements:****Information Classification Service Requirements:** Private or Nonpublic**Additional Comments:**

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---

**Business Division:** BCA MNJIS**Business Purpose:** Criminal justice administration

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**Application Name:** DNR-CCH Match**Contact:** BCA, Margarita Rock, Ass't Director**Description:** Matches individuals that are prohibited from owning a gun with individuals that have purchased a firearm hunting permit along with outstanding warrants and provides a notification to the probation office.**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

Saturday All Other (Typically 7x24)

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Hours of Operation currently met?:** Yes**Availability Service Levels %:** 98%**Recovery Time Objective (RTO):** 24 Hours**RTO achievable?:** TBD **Criticality:** Low**Regulatory Compliance Service Requirements:****Information Classification Service Requirements:****Additional Comments:**

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**Application Name:** Agency Interface (AI)**Contact:** BCA, CHRI Asst. Director**Description:** Provides local agencies with notification of records entering suspense and allow them to make changes to CCH to resolve suspense.**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

Saturday All Other (Typically 7x24)

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Hours of Operation currently met?:** Yes**Availability Service Levels %:** 95%**Recovery Time Objective (RTO):** 24 Hours**RTO achievable?:** TBD **Criticality:** Medium**Regulatory Compliance Service Requirements:** N/A**Information Classification Service Requirements:** Confidential or Protected Nonpublic**Additional Comments:**

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**Business Division:** BCA MNJIS**Business Purpose:** Criminal justice administration

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**Application Name:** BCA Orchestration Web Services**Contact:** BCA, Robert Johnson, Deputy Director**Description:** Web services that enable agencies to consume BCA MNJIS services.**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

**Hours of Operation currently met?:** Yes

Saturday All Other (Typically 7x24)

**Availability Service Levels %:** 95%

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO):** 8 Hours**RTO achievable?:** TBD **Criticality:** High**Regulatory Compliance Service Requirements:****Information Classification Service Requirements:** Confidential or Protected Nonpublic**Additional Comments:**

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**Application Name:** Breath Test**Contact:** BCA, CHRI Asst. Director**Description:** Enables transmission of BreathTest results data from DMTs at agencies to BCA database to be consumed by eCharging application.**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

**Hours of Operation currently met?:** Yes

Saturday All Other (Typically 7x24)

**Availability Service Levels %:**

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO):** 8 Hours**RTO achievable?:** TBD **Criticality:** High**Regulatory Compliance Service Requirements:****Information Classification Service Requirements:** Public**Additional Comments:**New service, in production mid- to late-May

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**Business Division:** BCA MNJIS

**Business Purpose:** Law enforcement

**Application Name:** Automated Fingerprint Identification System (AFIS)

**Contact:** BCA, Margarita Rock, Ass't Director

**Description:** Cornerstone technology for booking, background check and criminal history identification.

**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

**Hours of Operation currently met?:** Yes

Saturday All Other (Typically 7x24)

**Availability Service Levels %:** 98%

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO):** Immediate

**RTO achievable?:** TBD **Criticality:** Critical

**Regulatory Compliance Service Requirements:** FBI, MN State Statute

**Information Classification Service Requirements:** Private or Nonpublic

**Additional Comments:**

**Application Name:** Bio-ID

**Contact:** BCA, Margarita Rock, Ass't Director

**Description:** Provides a gateway connection between livescans, AFIS, CCH and FBI's IAFIS.

**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

**Hours of Operation currently met?:** Yes

Saturday All Other (Typically 7x24)

**Availability Service Levels %:** 98%

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO):** Immediate

**RTO achievable?:** TBD **Criticality:** Critical

**Regulatory Compliance Service Requirements:** FBI, MN State Statute

**Information Classification Service Requirements:** Confidential or Protected Nonpublic

**Additional Comments:**

part of AFIS, dependent on AFIS and CCH

COMPREHENSIVE IT SERVICE LEVEL AGREEMENT

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**Business Division:** BCA MNJIS

**Business Purpose:** Law enforcement

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**Application Name:** Criminal Justice Reporting System (CJRS)

**Contact:** BCA, Dana Gotz, Executive Director

**Description:** Provides for the capture of crime statistics. Used to create the state Crime Book and report to ther FBI.

**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)  
Saturday All Other (Typically 7x24)  
Sunday All Other (Typically 7x24)  
Holiday All Other (Typically 7x24)

Hours of Operation currently met?: Yes  
Availability Service Levels %: 98%

**Recovery Time Objective (RTO):** 24 Hours

**RTO achievable?:** TBD **Criticality:** Low

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:** Private or Nonpublic

**Additional Comments:**

part of AFIS, dependent on AFIS, BioID, IBIS servers, CCH

---

**Application Name:** Comprehensive Incident Based Reporting System (CIBRS)

**Contact:** BCA, Margarita Rock, Ass't Director

**Description:** Provides for the centralixzed sharing of Records Management Data between law enforcement

**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)  
Saturday All Other (Typically 7x24)  
Sunday All Other (Typically 7x24)  
Holiday All Other (Typically 7x24)

Hours of Operation currently met?: Yes  
Availability Service Levels %: 98%

**Recovery Time Objective (RTO):** 8 Hours

**RTO achievable?:** TBD **Criticality:** High

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:** Confidential or Protected Nonpublic

**Additional Comments:**

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**Business Division:** BCA MNJIS

**Business Purpose:** Law enforcement

**Application Name:** Flat Print Rapid Identification (2FRID)

**Contact:** BCA, Margarita Rock, Ass't Director

**Descripton:** Technology that allows the use of two finger biometric caputre for identification

**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

Hours of Operation currently met?: Yes

Saturday All Other (Typically 7x24)

Availability Service Levels %: 98%

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO):** 24 Hours

**RTO achievable?:** TBD **Criticality:** High

**Regulatory Compliance Service Requirements:** FBI CJIS Security Policy

**Information Classification Service Requirements:** Confidential or Protected Nonpublic

**Additional Comments:**

**Application Name:** Integrated Search Services (ISS)

**Contact:** BCA, Margarita Rock, Ass't Director

**Descripton:** Criminal Justice access and view of 5 application data sources (LEMS, CWS, S3, MRAP & POR)

**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

Hours of Operation currently met?: Yes

Saturday All Other (Typically 7x24)

Availability Service Levels %: 96%

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO):** 8 Hours

**RTO achievable?:** TBD **Criticality:** High

**Regulatory Compliance Service Requirements:** FBI CJIS Security Policy

**Information Classification Service Requirements:** Confidential or Protected Nonpublic

**Additional Comments:**

application will be upgraded in the next 12 months and will have higher availability and more immediate RTO requirements



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**Business Division:** BCA MNJIS**Business Purpose:** Law enforcement

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**Application Name:** License Plate Reader (LPR)**Contact:** BCA, Robert Johnson, Deputy Director**Description:** Provides for the automated download of license based data to be loaded to LPR devices in squad cars.**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

Hours of Operation currently met?: Yes

Saturday All Other (Typically 7x24)

Availability Service Levels %: 99%

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO):** 24 Hours**RTO achievable?:** TBD **Criticality:** Low**Regulatory Compliance Service Requirements:****Information Classification Service Requirements:** Private or Nonpublic**Additional Comments:**

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**Application Name:** Law Enforcement Message Switch (LEMS)**Contact:** BCA, Robert Johnson, Deputy Director**Description:** The primary gateway for CJ to query federal and state CJ databases.**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

Hours of Operation currently met?: Yes

Saturday All Other (Typically 7x24)

Availability Service Levels %: 99%

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO):** Immediate**RTO achievable?:** TBD **Criticality:** Critical**Regulatory Compliance Service Requirements:** NLETS, State Statute, FBI, FBI CJIS Security Policy**Information Classification Service Requirements:** Confidential or Protected Nonpublic**Additional Comments:**

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**Business Division:** BCA MNJIS**Business Purpose:** Law enforcement

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**Application Name:** Minnesota Repository of Arrest Photos  
(MRAP)**Contact:** BCA, Margarita Rock, Ass't  
Director**Description:** Legislatively mandated central repository of arrest photos from participating booking  
facilities**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

**Hours of Operation currently met?:** Yes

Saturday All Other (Typically 7x24)

**Availability Service Levels %:** 98%

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO):** 8 Hours**RTO achievable?:** TBD **Criticality:** High**Regulatory Compliance Service Requirements:****Information Classification Service Requirements:** Confidential or Protected Nonpublic**Additional Comments:**

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**Application Name:** Minnesota Hot Files**Contact:** BCA, Margarita Rock, Ass't  
Director**Description:** State repository of arrest warrants, stolen property, orders for protection, POR, KOPS**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

**Hours of Operation currently met?:** Yes

Saturday All Other (Typically 7x24)

**Availability Service Levels %:** 99%

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO):** Immediate**RTO achievable?:** TBD **Criticality:** Critical**Regulatory Compliance Service Requirements:** NLETS, State Statute, FBI, FBI CJIS Security Policy**Information Classification Service Requirements:** Confidential or Protected Nonpublic**Additional Comments:**

COMPREHENSIVE IT SERVICE LEVEL AGREEMENT

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**Business Division:** BCA MNJIS

**Business Purpose:** Law enforcement

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**Application Name:** Permit Tracking System (PTS)

**Contact:** BCA, Margarita Rock, Ass't  
Director

**Description:** Legislatively mandated system to facilitate the issuance and status of handgun permits to carry

**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

**Hours of Operation currently met?:** Yes

Saturday All Other (Typically 7x24)

**Availability Service Levels %:** 98%

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO):** 24 Hours

**RTO achievable?:** TBD **Criticality:** Medium

**Regulatory Compliance Service Requirements:** MN State Statute

**Information Classification Service Requirements:** Private or Nonpublic

**Additional Comments:**

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**Application Name:** Supplemental Reporting

**Contact:** BCA, Dana Gotz, Executive  
Director

**Description:** Provides for the capture of specific events within the criminal justice system that are either legislatively mandated to be captured or Federally.

**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

**Hours of Operation currently met?:** Yes

Saturday All Other (Typically 7x24)

**Availability Service Levels %:** 99%

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO):** 24 Hours

**RTO achievable?:** TBD **Criticality:** Medium

**Regulatory Compliance Service Requirements:** MN State Statute, FBI

**Information Classification Service Requirements:** Confidential or Protected Nonpublic

**Additional Comments:**

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**Business Division:**      **BCA MNJIS**

**Business Purpose:**      **Law enforcement**

---

**Application Name:**    **Predatory Offender Registration System  
(POR)**

**Contact:** BCA, CHRI Asst. Director

**Description:**            Registry of statute identified predatory offenders

**Attended Hours of Operation:**

Monday - Friday    All Other (Typically 7x24)

**Hours of Operation currently met?:**      **Yes**

Saturday            All Other (Typically 7x24)

**Availability Service Levels %:**            **98%**

Sunday              All Other (Typically 7x24)

Holiday             All Other (Typically 7x24)

**Recovery Time Objective (RTO):**          **8 Hours**

**RTO achievable?:**    **TBD**      **Criticality:**    **High**

**Regulatory Compliance Service Requirements:**      **MN State Statute**

**Information Classification Service Requirements:**      **Confidential or Protected Nonpublic**

**Additional Comments:**

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COMPREHENSIVE IT SERVICE LEVEL AGREEMENT

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**Business Division:**     **COMM**

**Business Purpose:**

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**Application Name:**     **COM Vest Reimbursement**

**Contact:**

**Description:**

**Attended Hours of Operation:**

Monday - Friday     Standard Business Hours (7am - 5pm CST)

**Hours of Operation currently met?:**     Yes

Saturday

**Availability Service Levels %:**     100

Sunday

Holiday

**Recovery Time Objective (RTO):**     4 Days

**RTO achievable?:**     Yes     **Criticality:**     Low

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:**     Confidential or Protected Nonpublic

**Additional Comments:**

---

**Application Name:**     **Employee Recognition**

**Contact:**

**Description:**

**Attended Hours of Operation:**

Monday - Friday     Standard Business Hours (7am - 5pm CST)

**Hours of Operation currently met?:**     Yes

Saturday

**Availability Service Levels %:**     100

Sunday

Holiday

**Recovery Time Objective (RTO):**     4 Days

**RTO achievable?:**     Yes     **Criticality:**     Low

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:**     Private or Nonpublic

**Additional Comments:**

---

**Business Division:** DVS

**Business Purpose:**

**Application Name:** eFax

**Contact:**

**Description:** route incoming faxes, supports ID, DL, MV functions

**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)  
 Saturday N/A  
 Sunday N/A  
 Holiday N/A

Hours of Operation currently met?: Yes  
 Availability Service Levels %: 99.70%

**Recovery Time Objective (RTO):** 24 Hours

**RTO achievable?:** No **Criticality:** Medium

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:** Confidential or Protected Nonpublic

**Additional Comments:**

**Application Name:** Arrival /Ascent / 3m Program

**Contact:**

**Description:**

**Attended Hours of Operation:**

Monday - Friday  
 Saturday  
 Sunday  
 Holiday

Hours of Operation currently met?:  
 Availability Service Levels %:

**Recovery Time Objective (RTO):** TBD

**RTO achievable?:** TBD **Criticality:**

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:**

**Additional Comments:**

?

**Business Division:** DVS

**Business Purpose:** Accounting and budgeting

**Application Name:** DVS No Good Checks (aka Bad Checks)

**Contact:** DVS Support Services

**Description:** DBC

**Attended Hours of Operation:**

Monday - Friday

Saturday

Sunday

Holiday

**Hours of Operation currently met?:**

**Availability Service Levels %:**

**Recovery Time Objective (RTO):** TBD

**RTO achievable?:** TBD **Criticality:**

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:**

**Additional Comments:**

**Application Name:** Escrow Accounting

**Contact:** DVS Support Services

**Description:** Support Services

**Attended Hours of Operation:**

Monday - Friday Standard Business Hours (7am - 5pm CST)

Saturday N/A

Sunday N/A

Holiday N/A

**Hours of Operation currently met?:** Yes

**Availability Service Levels %:** 100%

**Recovery Time Objective (RTO):** 1 Week (7 Days)

**RTO achievable?:** Yes **Criticality:** Medium

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:** Confidential or Protected Nonpublic

**Additional Comments:**

**Business Division:** DVS

**Business Purpose:** Document Management

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**Application Name:** Document Management

**Contact:** DVS Support Services

**Description:** Record management for scanning and retrieval of documents

**Attended Hours of Operation:**

|                 |  |                                    |      |
|-----------------|--|------------------------------------|------|
| Monday - Friday | Other, Please enter the hours of operation | Hours of Operation currently met?: | Yes  |
| Saturday        | Other, Please enter the hours of operation | Availability Service Levels %:     | 100% |
| Sunday          | N/A  |                                    |      |
| Holiday         | N/A  |                                    |      |

**Recovery Time Objective (RTO):** 24 Hours

**RTO achievable?:** No

**Criticality:** High

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:** Confidential or Protected Nonpublic

**Additional Comments:**

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COMPREHENSIVE IT SERVICE LEVEL AGREEMENT

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**Business Division:** DVS

**Business Purpose:** infomration and access

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**Application Name:** eSupport - MV lookup

**Contact:**

**Description:** access to motor vehicle title and reg records

**Attended Hours of Operation:**

Monday - Friday Standard Business Hours (7am - 5pm CST)

Hours of Operation currently met?: Yes

Saturday Standard Business Hours (7am - 5pm CST)

Availability Service Levels %: 99.70%

Sunday N/A

Holiday N/A

**Recovery Time Objective (RTO):** Immediate

**RTO achievable?:** No

**Criticality:** Critical

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:** Confidential or Protected Nonpublic

**Additional Comments:**

---

**Application Name:** eSupport - MV taxes paid

**Contact:**

**Description:**

**Attended Hours of Operation:**

Monday - Friday Standard Business Hours (7am - 5pm CST)

Hours of Operation currently met?: Yes

Saturday Standard Business Hours (7am - 5pm CST)

Availability Service Levels %: 99.70%

Sunday N/A

Holiday N/A

**Recovery Time Objective (RTO):** Immediate

**RTO achievable?:** No

**Criticality:** Critical

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:** Public

**Additional Comments:**

---

**Business Division:** DVS

**Business Purpose:** information and access

---

**Application Name:** E-Support Info

**Contact:** DVS DriversServices

**Description:** Provides internal and business partner access to public DVS applications; items 18, 20, 25

**Attended Hours of Operation:**

|                 |   |                                    |      |
|-----------------|---|------------------------------------|------|
| Monday - Friday | Standard Business Hours (7am - 5pm CST) | Hours of Operation currently met?: | Yes  |
| Saturday        | Standard Business Hours (7am - 5pm CST) | Availability Service Levels %:     | 100% |
| Sunday          | N/A                                     |                                    |      |
| Holiday         | N/A                                     |                                    |      |

**Recovery Time Objective (RTO):** 8 Hours

**RTO achievable?:** No **Criticality:** High

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:** Confidential or Protected Nonpublic

**Additional Comments:**

---

**Business Division:** DVS

**Business Purpose:** Law enforcement

**Application Name:** DWI Booking (pilot)

**Contact:** DVS Driver Services

**Description:** allows law enforcement to file implied consent reports electronically

**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

**Hours of Operation currently met?:**

Saturday All Other (Typically 7x24)

**Availability Service Levels %:**

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO):** 24 Hours

**RTO achievable?:** TBD **Criticality:** High

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:**

**Additional Comments:**

**Application Name:** LE Support

**Contact:**

**Description:** Law enforcement access to ID, DL and motor vehicle records

**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

**Hours of Operation currently met?:** Yes

Saturday All Other (Typically 7x24)

**Availability Service Levels %:** 99.70%

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO):** Immediate

**RTO achievable?:** No **Criticality:** Critical

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:** Confidential or Protected Nonpublic

**Additional Comments:**

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**Business Division:** DVS**Business Purpose:** Licenses or permits

---

**Application Name:** Qtest**Contact:****Description:** driver knowledge test management and results**Attended Hours of Operation:**

|                 |   |                                    |        |
|-----------------|---|------------------------------------|--------|
| Monday - Friday | Standard Business Hours (7am - 5pm CST) | Hours of Operation currently met?: | Yes    |
| Saturday        | N/A                                     | Availability Service Levels %:     | 99,70% |
| Sunday          | N/A                                     |                                    |        |
| Holiday         | N/A                                     |                                    |        |

**Recovery Time Objective (RTO):** 8 Hours **RTO achievable?:** No **Criticality:** High**Regulatory Compliance Service Requirements:****Information Classification Service Requirements:** Confidential or Protected Nonpublic**Additional Comments:**

---

**Application Name:** TRIP DL,MV, Disability Cert (mainframe)**Contact:** DVS Driver Services**Description:** Maintains driver's names and addresses; Maintains vehicle registration information; Maintains information concerning the issuance of Disability Parking Certificates.**Attended Hours of Operation:**

|                 |   |                                    |      |
|-----------------|---|------------------------------------|------|
| Monday - Friday | Standard Business Hours (7am - 5pm CST) | Hours of Operation currently met?: | Yes  |
| Saturday        | Standard Business Hours (7am - 5pm CST) | Availability Service Levels %:     | 100% |
| Sunday          | N/A                                     |                                    |      |
| Holiday         | N/A                                     |                                    |      |

**Recovery Time Objective (RTO):** Immediate **RTO achievable?:** No **Criticality:** Critical**Regulatory Compliance Service Requirements:****Information Classification Service Requirements:** Confidential or Protected Nonpublic**Additional Comments:**

---

COMPREHENSIVE IT SERVICE LEVEL AGREEMENT

---

**Business Division:** DVS

**Business Purpose:** Licenses or permits

---

**Application Name:** E-Support Collections

**Contact:** DVS DriversServices

**Description:** Items 14, 16, 17, 19, 21, 22, 23, 24, 26

**Attended Hours of Operation:**

Monday - Friday Standard Business Hours (7am - 5pm CST)

**Hours of Operation currently met?:** Yes

Saturday N/A

**Availability Service Levels %:** 100%

Sunday N/A

Holiday N/A

**Recovery Time Objective (RTO):** 2 Weeks (14 Days)

**RTO achievable?:** Yes

**Criticality:** Low

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:** Confidential or Protected Nonpublic

**Additional Comments:**

---

**Application Name:** eSupport DL online and offline

**Contact:**

**Description:** Process ID and DL transactions

**Attended Hours of Operation:**

Monday - Friday Standard Business Hours (7am - 5pm CST)

**Hours of Operation currently met?:** Yes

Saturday Standard Business Hours (7am - 5pm CST)

**Availability Service Levels %:** 99.70%

Sunday N/A

Holiday N/A

**Recovery Time Objective (RTO):** Immediate

**RTO achievable?:** No

**Criticality:** Critical

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:** Confidential or Protected Nonpublic

**Additional Comments:**

---

COMPREHENSIVE IT SERVICE LEVEL AGREEMENT

---

**Business Division:** DVS

**Business Purpose:** Licenses or permits

---

**Application Name:** eSupport - dealer system

**Contact:**

**Description:** manage and track motor vehicle dealers and dealership licensure

**Attended Hours of Operation:**

Monday - Friday Standard Business Hours (7am - 5pm CST)

Hours of Operation currently met?: Yes

Saturday N/A

Availability Service Levels %: 99.70%

Sunday N/A

Holiday N/A

**Recovery Time Objective (RTO):** 24 Hours

**RTO achievable?:** No

**Criticality:** Medium

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:** Confidential or Protected Nonpublic

**Additional Comments:**

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**Application Name:** eSupport - driver evaluation

**Contact:**

**Description:** case management for driver evals, includes medical info

**Attended Hours of Operation:**

Monday - Friday Standard Business Hours (7am - 5pm CST)

Hours of Operation currently met?: Yes

Saturday N/A

Availability Service Levels %: 99.70%

Sunday N/A

Holiday N/A

**Recovery Time Objective (RTO):** 24 Hours

**RTO achievable?:** No

**Criticality:** Medium

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:** Confidential or Protected Nonpublic

**Additional Comments:**

---

---

**Business Division:** DVS**Business Purpose:** Licenses or permits

---

**Application Name:** eSupport MV online and offline**Contact:****Description:** Process motor vehicle transactions**Attended Hours of Operation:**

Monday - Friday Standard Business Hours (7am - 5pm CST)

Hours of Operation currently met?: Yes

Saturday Standard Business Hours (7am - 5pm CST)

Availability Service Levels %: 99.70%

Sunday N/A

Holiday N/A

**Recovery Time Objective (RTO):** Immediate**RTO achievable?:** No**Criticality:** Critical**Regulatory Compliance Service Requirements:****Information Classification Service Requirements:** Confidential or Protected Nonpublic**Additional Comments:**

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**Application Name:** ASPECT Telephone System**Contact:** DVS Support Services**Description:** Processes all phone calls from the public for Customer Services and DEV.**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

Hours of Operation currently met?: Yes

Saturday All Other (Typically 7x24)

Availability Service Levels %: 100%

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO):** Immediate**RTO achievable?:** No**Criticality:** Critical**Regulatory Compliance Service Requirements:****Information Classification Service Requirements:** Confidential or Protected Nonpublic**Additional Comments:**

**Business Division:** DVS

**Business Purpose:** Other

**Application Name:** TRIPAccident Records- Now Crash Records Web **Contact:** DVS Driver Services

**Description:** Maintains detailed information about accidents taken from individual accidents taken from individual accident reports, law enforcement reports, insurance reports, hospital reports and others. Stores accident records files electronically

**Attended Hours of Operation:**

|                 |   |                                    |      |
|-----------------|---|------------------------------------|------|
| Monday - Friday | Standard Business Hours (7am - 5pm CST) | Hours of Operation currently met?: | Yes  |
| Saturday        | Standard Business Hours (7am - 5pm CST) | Availability Service Levels %:     | 100% |
| Sunday          | N/A                                     |                                    |      |
| Holiday         | N/A                                     |                                    |      |

**Recovery Time Objective (RTO):** Immediate **RTO achievable?:** No **Criticality:** Critical

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:** Confidential or Protected Nonpublic

**Additional Comments:**



COMPREHENSIVE IT SERVICE LEVEL AGREEMENT

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**Business Division:** DVS

**Business Purpose:** Register individuals or businesses

---

**Application Name:** DVS Disability certificate

**Contact:** DVS Support Services

**Description:** Maintains disability parking certificate information.

**Attended Hours of Operation:**

Monday - Friday Standard Business Hours (7am - 5pm CST)

**Hours of Operation currently met?:** Yes

Saturday N/A

**Availability Service Levels %:** 100%

Sunday N/A

Holiday N/A

**Recovery Time Objective (RTO):** 24 Hours

**RTO achievable?:** No **Criticality:** Medium

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:** Confidential or Protected Nonpublic

**Additional Comments:**

---

**Business Division:** DVS

**Business Purpose:** Vehicle registration

**Application Name:** eSupport - MV address change

**Contact:**

**Description:** public access to change motor vehicle registration address for mailings.

**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

Hours of Operation currently met?: Yes

Saturday All Other (Typically 7x24)

Availability Service Levels %: 99.70%

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO):** 1 Week (7 Days)

**RTO achievable?:** Yes

**Criticality:** Low

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:** Public

**Additional Comments:**

**Application Name:** eSupport - MV dealer support

**Contact:**

**Description:** motor vehicle dealers update title records

**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

Hours of Operation currently met?: Yes

Saturday All Other (Typically 7x24)

Availability Service Levels %: 99.70%

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO):** 1 Week (7 Days)

**RTO achievable?:** Yes

**Criticality:** Low

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:** Confidential or Protected Nonpublic

**Additional Comments:**

---

**Business Division:** DVS**Business Purpose:** Vehicle registration

---

**Application Name:** Integrated Processing System**Contact:** DVS Support Services**Description:** System that includes title printing and the automation of the mail registration unit.**Attended Hours of Operation:**

Monday - Friday Standard Business Hours (7am - 5pm CST)

**Hours of Operation currently met?:** Yes

Saturday N/A

**Availability Service Levels %:** 100%

Sunday N/A

Holiday N/A

**Recovery Time Objective (RTO):** 8 Hours**RTO achievable?:** No **Criticality:** High**Regulatory Compliance Service Requirements:****Information Classification Service Requirements:** Confidential or Protected Nonpublic**Additional Comments:**

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**Application Name:** Integrated Processing System**Contact:** DVS Support Services**Description:** System that includes title printing and the automation of the mail registration unit.**Attended Hours of Operation:**

Monday - Friday Standard Business Hours (7am - 5pm CST)

**Hours of Operation currently met?:** Yes

Saturday N/A

**Availability Service Levels %:** 99.70%

Sunday N/A

Holiday N/A

**Recovery Time Objective (RTO):** 8 Hours**RTO achievable?:** No **Criticality:** High**Regulatory Compliance Service Requirements:****Information Classification Service Requirements:** Confidential or Protected Nonpublic**Additional Comments:**

---

**Business Division:** DVS

**Business Purpose:** Vehicle registration

---

**Application Name:** MV Online Tab Renewal

**Contact:**

**Description:** Anonymous public facility to renew motor vehicle registration for non-commercial vehicles

**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

Saturday All Other (Typically 7x24)

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

Hours of Operation currently met?: Yes

Availability Service Levels %: 99.70%

**Recovery Time Objective (RTO):** 1 Week (7 Days)

**RTO achievable?:** Yes

**Criticality:** Medium

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:** Public

**Additional Comments:**

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**Business Division:** HR

**Business Purpose:**

---

**Application Name:** HR Performance Appraisal Tracking

**Contact:**

**Description:**

**Attended Hours of Operation:**

Monday - Friday Standard Business Hours (7am - 5pm CST)

Hours of Operation currently met?: Yes

Saturday

Availability Service Levels %: 100

Sunday

Holiday

**Recovery Time Objective (RTO):** 4 Days

**RTO achievable?:** Yes **Criticality:** Low

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:** Private or Nonpublic

**Additional Comments:**

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**Business Division:** HSEM

**Business Purpose:**

**Application Name:** HSEM PR1 - Radiological Preparedness  
Annual Report

**Contact:**

**Description:**

**Attended Hours of Operation:**

Monday - Friday Standard Business Hours (7am - 5pm CST)

Saturday

Sunday

Holiday

Hours of Operation currently met?: Yes

Availability Service Levels %: 100

**Recovery Time Objective (RTO):** 4 Days

**RTO achievable?:** Yes **Criticality:** Low

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:** Private or Nonpublic

**Additional Comments:**

**Application Name:** CDX viewer for Pollution Prevention data

**Contact:**

**Description:**

**Attended Hours of Operation:**

Monday - Friday Standard Business Hours (7am - 5pm CST)

Saturday

Sunday

Holiday

Hours of Operation currently met?: Yes

Availability Service Levels %: 100

**Recovery Time Objective (RTO):** 4 Days

**RTO achievable?:** Yes **Criticality:** Low

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:** Private or Nonpublic

**Additional Comments:**

**Business Division:** HSEM

**Business Purpose:**

**Application Name:** EPCRA Tier II Manager

**Contact:**

**Description:**

**Attended Hours of Operation:**

Monday - Friday Standard Business Hours (7am - 5pm CST)

**Hours of Operation currently met?:** Yes

Saturday

**Availability Service Levels %:** 100

Sunday

Holiday

**Recovery Time Objective (RTO):** 4 Days

**RTO achievable?:** Yes **Criticality:** Low

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:** Private or Nonpublic

**Additional Comments:**

**Application Name:** Verification Report

**Contact:**

**Description:**

**Attended Hours of Operation:**

Monday - Friday

**Hours of Operation currently met?:**

Saturday

**Availability Service Levels %:**

Sunday

Holiday

**Recovery Time Objective (RTO):** TBD

**RTO achievable?:** **Criticality:**

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:**

**Additional Comments:**

**Business Division:** HSEM

**Business Purpose:**

**Application Name:** Critical Incident Mgmt Software (Disaster LAN)

**Contact:**

**Descripton:**

**Attended Hours of Operation:**

Monday - Friday

Saturday

Sunday

Holiday

**Hours of Operation currently met?:**

**Availability Service Levels %:**

**Recovery Time Objective (RTO):** TBD

**RTO achievable?:**

**Criticality:**

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:**

**Additional Comments:**

**Application Name:** P2PR and Online payment

**Contact:**

**Descripton:**

**Attended Hours of Operation:**

Monday - Friday Standard Business Hours (7am - 5pm CST)

Saturday

Sunday

Holiday

**Hours of Operation currently met?:** Yes

**Availability Service Levels %:** 100

**Recovery Time Objective (RTO):** 4 Days

**RTO achievable?:** Yes

**Criticality:** Low

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:** Private or Nonpublic

**Additional Comments:**



**Business Division:**      **MSP**

**Business Purpose:**

---

**Application Name:**    **Trooper Candidate (application system)**

**Contact:**

**Description:**

**Attended Hours of Operation:**

Monday - Friday

Saturday

Sunday

Holiday

**Hours of Operation currently met?:**

**Availability Service Levels %:**

**Recovery Time Objective (RTO):**      **TBD**

**RTO achievable?:**

**Criticality:**

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:**

**Additional Comments:**

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**Business Division:**     **MSP**

**Business Purpose:**     Criminal justice administration

---

**Application Name:**   **Electronic Citation Warning Application**

**Contact:** State Patrol

**Descripton:**           Laptop application troopers use to enter warnings to the public

**Attended Hours of Operation:**

Monday - Friday   All Other (Typically 7x24)

Saturday           All Other (Typically 7x24)

Sunday            All Other (Typically 7x24)

Holiday           All Other (Typically 7x24)

**Hours of Operation currently met?:**     Yes

**Availability Service Levels %:**        99%

**Recovery Time Objective (RTO):**       8 Hours

**RTO achievable?:**   TBD     **Criticality:**   High

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:**

**Additional Comments:**

---

**Business Division:** MSP

**Business Purpose:** Law enforcement

**Application Name:** Forfeiture

**Contact:** State Patrol

**Description:** Assists in managing property seized under the forfeiture process.

**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

Saturday All Other (Typically 7x24)

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Hours of Operation currently met?:** Yes

**Availability Service Levels %:** 99%

**Recovery Time Objective (RTO):** 48 Hours

**RTO achievable?:** Yes **Criticality:** Low

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:**

**Additional Comments:**

**Application Name:** ASPEN

**Contact:** State Patrol

**Description:** Report Commercial Vehicle and Driver Inspections to the Federal Government.

**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

Saturday All Other (Typically 7x24)

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Hours of Operation currently met?:** Yes

**Availability Service Levels %:** 99%

**Recovery Time Objective (RTO):** 8 Hours

**RTO achievable?:** Yes **Criticality:** High

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:**

**Additional Comments:**

---

**Business Division: MSP****Business Purpose: Law enforcement**

---

**Application Name: Automated Field Reporting****Contact: State Patrol****Description:** Will allow Troopers to complete law enforcement reports electronically.**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

Saturday All Other (Typically 7x24)

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Hours of Operation currently met?: Yes****Availability Service Levels %: 99%****Recovery Time Objective (RTO): 8 Hours****RTO achievable?: Yes Criticality: High****Regulatory Compliance Service Requirements:****Information Classification Service Requirements:****Additional Comments:**

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**Application Name: Accident Reconstruction****Contact: State Patrol****Description:** Allows Troopers to reconstruct accidents using technology.**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

Saturday All Other (Typically 7x24)

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Hours of Operation currently met?: Yes****Availability Service Levels %: 99%****Recovery Time Objective (RTO): 24 Hours****RTO achievable?: Yes Criticality: Medium****Regulatory Compliance Service Requirements:****Information Classification Service Requirements:****Additional Comments:**

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**Business Division:** MSP**Business Purpose:** Law enforcement

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**Application Name:** Computer Aided Dispatch (CAD)**Contact:** State Patrol**Description:** Computer system that manages 911 incidents from occurrence to clearing the scene.**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

Hours of Operation currently met?: Yes

Saturday All Other (Typically 7x24)

Availability Service Levels %: 100%

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO):** Immediate**RTO achievable?:** TBD **Criticality:** Critical**Regulatory Compliance Service Requirements:****Information Classification Service Requirements:****Additional Comments:**

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**Application Name:** Mobile Data Computer System**Contact:** State Patrol**Description:** Allows users to access and submit law enforcement from the patrol vehicle**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

Hours of Operation currently met?: Yes

Saturday All Other (Typically 7x24)

Availability Service Levels %: 99%

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO):** Immediate**RTO achievable?:** TBD **Criticality:** Critical**Regulatory Compliance Service Requirements:****Information Classification Service Requirements:****Additional Comments:**

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**Business Division:** **MSP**

**Business Purpose:** **Law enforcement**

**Application Name:** **Mandatory Inspection Program (MIP)**

**Contact:** State Patrol

**Description:** Manages Commercial Vehicle Safety Decals and certified inspectors

**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

Hours of Operation currently met?: Yes

Saturday All Other (Typically 7x24)

Availability Service Levels %: 99%

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO):** 8 Hours

**RTO achievable?:** Yes **Criticality:** High

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:**

**Additional Comments:**

**Application Name:** **Audio Log**

**Contact:** State Patrol

**Description:** Records 911 and communications center audio.

**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

Hours of Operation currently met?: Yes

Saturday All Other (Typically 7x24)

Availability Service Levels %: 99%

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO):** 8 Hours

**RTO achievable?:** **Criticality:** High

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:**

**Additional Comments:**

**Business Division:** MSP

**Business Purpose:** Law Enforcement

**Application Name:** Automated Vehicle Location Software

**Contact:** State Patrol

**Description:** Captures GPS data from squads.

**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

Saturday All Other (Typically 7x24)

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Hours of Operation currently met?:** Yes

**Availability Service Levels %:** 99%

**Recovery Time Objective (RTO):** 72 Hours

**RTO achievable?:**

**Criticality:** Low

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:**

**Additional Comments:**

**Application Name:** Backup Exec 2010

**Contact:** State Patrol

**Description:** Enterprise backup software for systems and data.

**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

Saturday All Other (Typically 7x24)

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Hours of Operation currently met?:** Yes

**Availability Service Levels %:** 99%

**Recovery Time Objective (RTO):** 8 Hours

**RTO achievable?:**

**Criticality:** High

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:**

**Additional Comments:**

**Business Division:** MSP

**Business Purpose:** Law enforcement

**Application Name:** State Patrol Activity Information System (SPAIS)

**Contact:** State Patrol

**Description:** Manages enforcement, time and activity statistics for the State Patrol

**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

**Hours of Operation currently met?:** Yes

Saturday All Other (Typically 7x24)

**Availability Service Levels %:** 99%

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO):** 72 Hours

**RTO achievable?:** Yes **Criticality:** Low

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:**

**Additional Comments:**

**Application Name:** Oracle DB

**Contact:** State Patrol

**Description:** Used by Intergraph CAD and Imobile application

**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

**Hours of Operation currently met?:** Yes

Saturday All Other (Typically 7x24)

**Availability Service Levels %:** 99%

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO):** Immediate

**RTO achievable?:** **Criticality:** Critical

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:**

**Additional Comments:**



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**Business Division:** MSP**Business Purpose:** Law Enforcement

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**Application Name:** Olympus Digital Recorder Software**Contact:** State Patrol**Description:** Used by Troopers to make digital recordings**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

**Hours of Operation currently met?:** Yes

Saturday All Other (Typically 7x24)

**Availability Service Levels %:** 99%

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO):** 72 Hours**RTO achievable?:****Criticality:** Low**Regulatory Compliance Service Requirements:****Information Classification Service Requirements:****Additional Comments:**

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**Application Name:** SmartPrint/SPAIS Interface**Contact:** State Patrol**Description:** Process to move electronic citation/warning data into MSP SPAIS system**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

**Hours of Operation currently met?:** Yes

Saturday All Other (Typically 7x24)

**Availability Service Levels %:** 99%

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO):** 72 Hours**RTO achievable?:****Criticality:** Low**Regulatory Compliance Service Requirements:****Information Classification Service Requirements:****Additional Comments:**

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**Business Division:** MSP**Business Purpose:** Law Enforcement

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**Application Name:** Solarwinds**Contact:** State Patrol**Description:** Network management and troubleshooting.**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

Saturday All Other (Typically 7x24)

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Hours of Operation currently met?:** Yes**Availability Service Levels %:** 99%**Recovery Time Objective (RTO):** 8 Hours**RTO achievable?:** **Criticality:** High**Regulatory Compliance Service Requirements:****Information Classification Service Requirements:****Additional Comments:**

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**Application Name:** SQL Server 2005**Contact:** State Patrol**Description:** Microsoft SQL database server.**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

Saturday All Other (Typically 7x24)

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Hours of Operation currently met?:** Yes**Availability Service Levels %:** 99%**Recovery Time Objective (RTO):** Immediate**RTO achievable?:** **Criticality:** Critical**Regulatory Compliance Service Requirements:****Information Classification Service Requirements:****Additional Comments:**

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**Business Division:** MSP**Business Purpose:** Law Enforcement

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**Application Name:** SQL Server 2008**Contact:** State Patrol**Description:** Updated Microsoft SQL database server.**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

Hours of Operation currently met?: Yes

Saturday All Other (Typically 7x24)

Availability Service Levels %: 99%

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO):** Immediate**RTO achievable?:****Criticality:** Critical**Regulatory Compliance Service Requirements:****Information Classification Service Requirements:****Additional Comments:**

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**Application Name:** State Unit Crashes**Contact:** State Patrol**Description:** Application to traffic MSP state unit crashes**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

Hours of Operation currently met?: Yes

Saturday All Other (Typically 7x24)

Availability Service Levels %: 99%

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO):** 72 Hours**RTO achievable?:****Criticality:** Low**Regulatory Compliance Service Requirements:****Information Classification Service Requirements:****Additional Comments:**

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**Business Division:** MSP

**Business Purpose:** Law Enforcement

**Application Name:** Symantec Altiris Helpdesk/Deployment Solution

**Contact:** State Patrol

**Description:** Helpdesk and software deployment solution

**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

**Hours of Operation currently met?:** Yes

Saturday All Other (Typically 7x24)

**Availability Service Levels %:** 99%

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO):** 72 Hours

**RTO achievable?:**

**Criticality:** Low

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:**

**Additional Comments:**

**Application Name:** Trooper Candidate Application

**Contact:** State Patrol

**Description:** Software is used to automate entire new Trooper candidate process from initial application through hiring

**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

**Hours of Operation currently met?:** Yes

Saturday All Other (Typically 7x24)

**Availability Service Levels %:** 99%

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO):** 8 Hours

**RTO achievable?:**

**Criticality:** High

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:**

**Additional Comments:**

**Business Division:** MSP

**Business Purpose:** Law Enforcement

**Application Name:** Use of Force Application

**Contact:** State Patrol

**Description:** Tracks use of force by MSP staff

**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

**Hours of Operation currently met?:** Yes

Saturday All Other (Typically 7x24)

**Availability Service Levels %:** 99%

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO):** 72 Hours

**RTO achievable?:**

**Criticality:** Low

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:**

**Additional Comments:**

**Application Name:** VMware vCenter

**Contact:** State Patrol

**Description:** Management of virtual server environment.

**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

**Hours of Operation currently met?:** Yes

Saturday All Other (Typically 7x24)

**Availability Service Levels %:** 99%

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO):** Immediate

**RTO achievable?:**

**Criticality:** Critical

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:**

**Additional Comments:**

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**Business Division: MSP****Business Purpose: Law Enforcement**

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**Application Name: WatchGuard Squad Video****Contact: State Patrol****Description: Captures squad car video****Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

Hours of Operation currently met?: Yes

Saturday All Other (Typically 7x24)

Availability Service Levels %: 99%

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO): 72 Hours****RTO achievable?: Criticality: Low****Regulatory Compliance Service Requirements:****Information Classification Service Requirements:****Additional Comments:**

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**Application Name: Websense****Contact: State Patrol****Description: Monitor, report and manage internal Internet use****Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

Hours of Operation currently met?: Yes

Saturday All Other (Typically 7x24)

Availability Service Levels %: 99%

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO): 72 Hours****RTO achievable?: Criticality: Low****Regulatory Compliance Service Requirements:****Information Classification Service Requirements:****Additional Comments:**

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**Business Division:**      **MSP**

**Business Purpose:**      **Law Enforcement**

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**Application Name:**    **WebTrends**

**Contact:** State Patrol

**Description:**          MSP web application analytics.

**Attended Hours of Operation:**

Monday - Friday    All Other (Typically 7x24)

**Hours of Operation currently met?:**      **Yes**

Saturday          All Other (Typically 7x24)

**Availability Service Levels %:**          **99%**

Sunday          All Other (Typically 7x24)

Holiday          All Other (Typically 7x24)

**Recovery Time Objective (RTO):**      72 Hours

**RTO achievable?:**

**Criticality:**    Low

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:**

**Additional Comments:**

---

**Application Name:**    **Windows SharePoint Server**

**Contact:** State Patrol

**Description:**          MSP internal sharepoint site

**Attended Hours of Operation:**

Monday - Friday    All Other (Typically 7x24)

**Hours of Operation currently met?:**      **Yes**

Saturday          All Other (Typically 7x24)

**Availability Service Levels %:**          **99%**

Sunday          All Other (Typically 7x24)

Holiday          All Other (Typically 7x24)

**Recovery Time Objective (RTO):**      72 Hours

**RTO achievable?:**

**Criticality:**    Low

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:**

**Additional Comments:**

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**Business Division:** **MSP**

**Business Purpose:** **Law Enforcement**

**Application Name:** **WSUS**

**Contact:** State Patrol

**Description:** Management of security and other Windows updates to Windows-based desktop computers and servers.

**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

Hours of Operation currently met?: Yes

Saturday All Other (Typically 7x24)

Availability Service Levels %: 99%

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO):** 8 Hours

**RTO achievable?:**

**Criticality:** High

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:**

**Additional Comments:**

**Application Name:** **PDF for Prosecutors**

**Contact:** State Patrol

**Description:** Application that automatically generates an e-mail and attaches citation PDF's and sends them to city and county prosecutors

**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

Hours of Operation currently met?: Yes

Saturday All Other (Typically 7x24)

Availability Service Levels %: 99%

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO):** 72 Hours

**RTO achievable?:**

**Criticality:** Low

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:**

**Additional Comments:**



**Business Division:** MSP

**Business Purpose:** Law Enforcement

**Application Name:** PointSec Encryption

**Contact:** State Patrol

**Description:** Used to encrypt MSP media

**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

**Hours of Operation currently met?:** Yes

Saturday All Other (Typically 7x24)

**Availability Service Levels %:** 98%

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO):** Immediate

**RTO achievable?:**

**Criticality:** Critical

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:**

**Additional Comments:**

**Application Name:** Portals Device Software

**Contact:** State Patrol

**Description:** Installation and software upgrades for Portals query software

**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

**Hours of Operation currently met?:** Yes

Saturday All Other (Typically 7x24)

**Availability Service Levels %:** 99%

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO):** 72 Hours

**RTO achievable?:**

**Criticality:** Low

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:**

**Additional Comments:**

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**Business Division: MSP****Business Purpose: Law Enforcement**

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**Application Name: Positron NG 911 software****Contact: State Patrol****Description:** Software handles phone calls at MSP communications locations and provides important data to radio operators**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

**Hours of Operation currently met?: Yes**

Saturday All Other (Typically 7x24)

**Availability Service Levels %: 99%**

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO): Immediate****RTO achievable?: Criticality: Critical****Regulatory Compliance Service Requirements:****Information Classification Service Requirements:****Additional Comments:**

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**Application Name: Power DMS****Contact: State Patrol****Description:** Application used to track MSP policies**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

**Hours of Operation currently met?: Yes**

Saturday All Other (Typically 7x24)

**Availability Service Levels %: 96%**

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO): 72 Hours****RTO achievable?: Criticality: Low****Regulatory Compliance Service Requirements:****Information Classification Service Requirements:****Additional Comments:**

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**Business Division:** MSP**Business Purpose:** Law Enforcement

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**Application Name:** Pursuit tracking/reporting application**Contact:** State Patrol**Description:** tracks and reports MSP pursuit incidents**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

Saturday All Other (Typically 7x24)

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Hours of Operation currently met?:** Yes**Availability Service Levels %:** 99%**Recovery Time Objective (RTO):** 72 Hours**RTO achievable?:****Criticality:****Regulatory Compliance Service Requirements:****Information Classification Service Requirements:****Additional Comments:**

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**Application Name:** SafetyNet XML Conversion**Contact:** State Patrol**Description:** Application used by Commercial Vehicle Section to integrate data with Federal application**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

Saturday All Other (Typically 7x24)

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Hours of Operation currently met?:** Yes**Availability Service Levels %:** 99%**Recovery Time Objective (RTO):** 72 Hours**RTO achievable?:****Criticality:** Low**Regulatory Compliance Service Requirements:****Information Classification Service Requirements:****Additional Comments:**

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**Business Division: MSP****Business Purpose: Law Enforcement**

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**Application Name: MDC Log Report Application****Contact: State Patrol****Description: Report generator for mobile data computer information****Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)  
Saturday All Other (Typically 7x24)  
Sunday All Other (Typically 7x24)  
Holiday All Other (Typically 7x24)

**Hours of Operation currently met?: Yes****Availability Service Levels %: 99%****Recovery Time Objective (RTO): 72 Hours****RTO achievable?:****Criticality: Low****Regulatory Compliance Service Requirements:****Information Classification Service Requirements:****Additional Comments:**

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**Application Name: Media Web****Contact: State Patrol****Description: Allows State Patrol to post public data involving traffic crashes to the media****Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)  
Saturday All Other (Typically 7x24)  
Sunday All Other (Typically 7x24)  
Holiday All Other (Typically 7x24)

**Hours of Operation currently met?: Yes****Availability Service Levels %: 99%****Recovery Time Objective (RTO): 48 Hours****RTO achievable?: Yes****Criticality: Low****Regulatory Compliance Service Requirements:****Information Classification Service Requirements:****Additional Comments:**

---

**Business Division:** MSP

**Business Purpose:** Law Enforcement

**Application Name:** Microsoft Office Suite

**Contact:** State Patrol

**Descripton:** Office software

**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

**Hours of Operation currently met?:** Yes

Saturday All Other (Typically 7x24)

**Availability Service Levels %:** 99%

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO):** 72 Hours

**RTO achievable?:** **Criticality:** Low

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:**

**Additional Comments:**

**Application Name:** MN Statutes for Laptops

**Contact:** State Patrol

**Descripton:** Application to convert state staute information into a form that can be used on MSP laptop computers

**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

**Hours of Operation currently met?:** Yes

Saturday All Other (Typically 7x24)

**Availability Service Levels %:** 99%

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO):** 72 Hours

**RTO achievable?:** **Criticality:** Low

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:**

**Additional Comments:**

**Business Division:**     **MSP****Business Purpose:**     **Law Enforcement**

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**Application Name:**     **MSP Application Security****Contact:** State Patrol**Description:**            Usernames, Passwords, Application Access/Rights for MSP developed applications**Attended Hours of Operation:**

Monday - Friday   All Other (Typically 7x24)

Saturday           All Other (Typically 7x24)

Sunday            All Other (Typically 7x24)

Holiday            All Other (Typically 7x24)

**Hours of Operation currently met?:**     **Yes****Availability Service Levels %:**        **99%****Recovery Time Objective (RTO):**        **72 Hours****RTO achievable?:**                       **Criticality: Low****Regulatory Compliance Service Requirements:****Information Classification Service Requirements:****Additional Comments:**

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**Application Name:**     **MSP Aviation****Contact:** State Patrol**Description:**            Application used by MSP Flight Section**Attended Hours of Operation:**

Monday - Friday   All Other (Typically 7x24)

Saturday           All Other (Typically 7x24)

Sunday            All Other (Typically 7x24)

Holiday            All Other (Typically 7x24)

**Hours of Operation currently met?:**     **Yes****Availability Service Levels %:**        **99%****Recovery Time Objective (RTO):**        **72 Hours****RTO achievable?:**                       **Criticality: Low****Regulatory Compliance Service Requirements:****Information Classification Service Requirements:****Additional Comments:**

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**Business Division:** MSP

**Business Purpose:** Law Enforcement

**Application Name:** NetMotion

**Contact:** State Patrol

**Description:** VPN software used for MSP laptops

**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

**Hours of Operation currently met?:** Yes

Saturday All Other (Typically 7x24)

**Availability Service Levels %:** 99%

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO):** Immediate

**RTO achievable?:**

**Criticality:** Critical

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:**

**Additional Comments:**

**Application Name:** Evidence software

**Contact:** State Patrol

**Description:** Tracks items of evidence related to events.

**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

**Hours of Operation currently met?:** Yes

Saturday All Other (Typically 7x24)

**Availability Service Levels %:** 99%

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO):** 72 Hours

**RTO achievable?:**

**Criticality:** Low

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:**

**Additional Comments:**

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**Business Division: MSP****Business Purpose: Law Enforcement**

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**Application Name: CAD Reports Application****Contact: State Patrol****Description:** Application generates CAD reports**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

Hours of Operation currently met?: Yes

Saturday All Other (Typically 7x24)

Availability Service Levels %: 99%

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO): 72 Hours****RTO achievable?:****Criticality: Low****Regulatory Compliance Service Requirements:****Information Classification Service Requirements:****Additional Comments:**

---

**Application Name: Citrix software****Contact: State Patrol****Description:** Citrix application access for remote environment**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

Hours of Operation currently met?: Yes

Saturday All Other (Typically 7x24)

Availability Service Levels %: 99%

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO): 8 Hours****RTO achievable?:****Criticality: High****Regulatory Compliance Service Requirements:****Information Classification Service Requirements:****Additional Comments:**

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**Business Division:** MSP**Business Purpose:** Law Enforcement

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**Application Name:** CJIS Network Connectivity**Contact:** State Patrol**Description:** Enables queries across the Criminal Justice Data Network**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

**Hours of Operation currently met?:** Yes

Saturday All Other (Typically 7x24)

**Availability Service Levels %:** 99%

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO):** 8 Hours**RTO achievable?:****Criticality:** High**Regulatory Compliance Service Requirements:****Information Classification Service Requirements:****Additional Comments:**

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**Application Name:** DVS Crash Data Interface/Crash Reports**Contact:** State Patrol**Description:** Application used to automate the process of release of crash data .**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

**Hours of Operation currently met?:** Yes

Saturday All Other (Typically 7x24)

**Availability Service Levels %:** 99%

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO):** 72 Hours**RTO achievable?:****Criticality:** Low**Regulatory Compliance Service Requirements:****Information Classification Service Requirements:****Additional Comments:**

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**Business Division:** MSP**Business Purpose:** Law Enforcement

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**Application Name:** eCitation Query Application**Contact:** State Patrol**Description:** Intranet search capability for citations and warnings**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

Saturday All Other (Typically 7x24)

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Hours of Operation currently met?:** Yes**Availability Service Levels %:** 99%**Recovery Time Objective (RTO):** 72 Hours**RTO achievable?:****Criticality:** Low**Regulatory Compliance Service Requirements:****Information Classification Service Requirements:****Additional Comments:**

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**Application Name:** Fortify**Contact:** State Patrol**Description:** Static analysis of application source code for security vulnerability identification.**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

Saturday All Other (Typically 7x24)

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Hours of Operation currently met?:** Yes**Availability Service Levels %:** 99%**Recovery Time Objective (RTO):** 72 Hours**RTO achievable?:****Criticality:** Low**Regulatory Compliance Service Requirements:****Information Classification Service Requirements:****Additional Comments:**

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**Business Division:** MSP**Business Purpose:** Law Enforcement

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**Application Name:** FTP server**Contact:** State Patrol**Description:** Enables download and upload of files.**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

**Hours of Operation currently met?:** Yes

Saturday All Other (Typically 7x24)

**Availability Service Levels %:** 99%

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO):** 8 Hours**RTO achievable?:****Criticality:** High**Regulatory Compliance Service Requirements:****Information Classification Service Requirements:****Additional Comments:**

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**Application Name:** GEO Media Web**Contact:** State Patrol**Description:** Used to create and maintain MSP map data**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

**Hours of Operation currently met?:** Yes

Saturday All Other (Typically 7x24)

**Availability Service Levels %:** 99%

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO):** 72 Hours**RTO achievable?:****Criticality:** Low**Regulatory Compliance Service Requirements:****Information Classification Service Requirements:****Additional Comments:**

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**Business Division: MSP****Business Purpose: Law Enforcement**

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**Application Name: IBIS software****Contact: State Patrol****Description:** Devices used to obtain and query fingerprint data from the field**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

Hours of Operation currently met?: Yes

Saturday All Other (Typically 7x24)

Availability Service Levels %: 99%

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO): 72 Hours****RTO achievable?: Criticality: Low****Regulatory Compliance Service Requirements:****Information Classification Service Requirements:****Additional Comments:**

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**Application Name: IMap Editor****Contact: State Patrol****Description:** Used to create and maintain MSP map data**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

Hours of Operation currently met?: Yes

Saturday All Other (Typically 7x24)

Availability Service Levels %: 99%

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO): 72 Hours****RTO achievable?: Criticality: Low****Regulatory Compliance Service Requirements:****Information Classification Service Requirements:****Additional Comments:**

---

**Business Division:** MSP

**Business Purpose:** Law Enforcement

**Application Name:** In/Out Board

**Contact:** State Patrol

**Description:** Tracks In/Out status of MSP staff

**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

Hours of Operation currently met?: Yes

Saturday All Other (Typically 7x24)

Availability Service Levels %: 99%

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO):** 72 Hours

**RTO achievable?:** **Criticality:** Low

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:**

**Additional Comments:**

**Application Name:** Intergraph NetViewer

**Contact:** State Patrol

**Description:** Allows web access to event data

**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

Hours of Operation currently met?: Yes

Saturday All Other (Typically 7x24)

Availability Service Levels %: 99%

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO):** 8 Hours

**RTO achievable?:** **Criticality:** High

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:**

**Additional Comments:**

---

**Business Division: MSP****Business Purpose: Law Enforcement**

---

**Application Name: License Plate Reader Software****Contact: State Patrol****Description:** Used to capture large volume of vehicle license plates while stationary or mobile**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

Hours of Operation currently met?: Yes

Saturday All Other (Typically 7x24)

Availability Service Levels %: 99%

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO): 72 Hours****RTO achievable?: Criticality: Low****Regulatory Compliance Service Requirements:****Information Classification Service Requirements:****Additional Comments:**

---

**Application Name: McAfee AV****Contact: State Patrol****Description:** Anti Virus Solution**Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

Hours of Operation currently met?: Yes

Saturday All Other (Typically 7x24)

Availability Service Levels %: 99%

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO): 8 Hours****RTO achievable?: Criticality: High****Regulatory Compliance Service Requirements:****Information Classification Service Requirements:****Additional Comments:**

---

---

**Business Division:** OJP**Business Purpose:**

---

**Application Name:** CVJU - Crime victim justice unit - OCVO  
Case (Claims Assistant) - Emerging Soft**Contact:****Descripton:****Attended Hours of Operation:**

Monday - Friday Standard Business Hours (7am - 5pm CST)

Hours of Operation currently met?: Yes

Saturday

Availability Service Levels %: 100

Sunday

Holiday

**Recovery Time Objective (RTO):** 4 Days

RTO achievable?: Yes Criticality: Low

**Regulatory Compliance Service Requirements:****Information Classification Service Requirements:** Private or Nonpublic**Additional Comments:**

---

**Application Name:** CVRB - Crime Victim Reparation Board**Contact:****Descripton:****Attended Hours of Operation:**

Monday - Friday Standard Business Hours (7am - 5pm CST)

Hours of Operation currently met?: Yes

Saturday

Availability Service Levels %: 100

Sunday

Holiday

**Recovery Time Objective (RTO):** 4 Days

RTO achievable?: Yes Criticality: Low

**Regulatory Compliance Service Requirements:****Information Classification Service Requirements:** Private or Nonpublic**Additional Comments:**

---

**Business Division:** OJP

**Business Purpose:**

**Application Name:** OJP Complaint Management

**Contact:**

**Description:**

**Attended Hours of Operation:**

Monday - Friday Standard Business Hours (7am - 5pm CST)

Saturday

Sunday

Holiday

Hours of Operation currently met?: Yes

Availability Service Levels %: 100

**Recovery Time Objective (RTO):** 4 Days

**RTO achievable?:** Yes **Criticality:** Low

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:** Private or Nonpublic

**Additional Comments:**

**Application Name:** OJP Training

**Contact:**

**Description:**

**Attended Hours of Operation:**

Monday - Friday Standard Business Hours (7am - 5pm CST)

Saturday

Sunday

Holiday

Hours of Operation currently met?: Yes

Availability Service Levels %: 100

**Recovery Time Objective (RTO):** 4 Days

**RTO achievable?:** Yes **Criticality:** Low

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:** Private or Nonpublic

**Additional Comments:**



---

**Business Division:** OOC

**Business Purpose:**

---

**Application Name:** OOC Press Release System

**Contact:**

**Description:**

**Attended Hours of Operation:**

Monday - Friday Standard Business Hours (7am - 5pm CST)

Hours of Operation currently met?: Yes

Saturday

Availability Service Levels %: 100

Sunday

Holiday

**Recovery Time Objective (RTO):** 4 Days

**RTO achievable?:** Yes **Criticality:** Low

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:** Private or Nonpublic

**Additional Comments:**

---

---

**Business Division:**     **OPS**

**Business Purpose:**

---

**Application Name:**   **Pipeline Inspector Toolbox**

**Contact:**

**Description:**

**Attended Hours of Operation:**

Monday - Friday

Saturday

Sunday

Holiday

**Hours of Operation currently met?:**

**Availability Service Levels %:**

**Recovery Time Objective (RTO):**     **TBD**

**RTO achievable?:**

**Criticality:**

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:**

**Additional Comments:**

---

---

**Business Division:** OTSS**Business Purpose:**

---

**Application Name:** SharePoint**Contact:****Description:****Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

Hours of Operation currently met?: Yes

Saturday All Other (Typically 7x24)

Availability Service Levels %: 99.4

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO):** 4 Days**RTO achievable?:** Yes **Criticality:** Low**Regulatory Compliance Service Requirements:****Information Classification Service Requirements:** Private or Nonpublic**Additional Comments:**

---

**Application Name:** DPS Intranet CMS**Contact:****Description:****Attended Hours of Operation:**

Monday - Friday Standard Business Hours (7am - 5pm CST)

Hours of Operation currently met?: Yes

Saturday

Availability Service Levels %: 100

Sunday

Holiday

**Recovery Time Objective (RTO):** 4 Days**RTO achievable?:** Yes **Criticality:** Low**Regulatory Compliance Service Requirements:****Information Classification Service Requirements:** Private or Nonpublic**Additional Comments:**

---

---

**Business Division:** OTSS**Business Purpose:**

---

**Application Name:** DPS Main**Contact:****Description:****Attended Hours of Operation:**

Monday - Friday Standard Business Hours (7am - 5pm CST)

Hours of Operation currently met?: Yes

Saturday

Availability Service Levels %: 100

Sunday

Holiday

**Recovery Time Objective (RTO):** 4 Days**RTO achievable?:** Yes **Criticality:** Low**Regulatory Compliance Service Requirements:****Information Classification Service Requirements:** Private or Nonpublic**Additional Comments:**

---

**Application Name:** DPS Web Content Management**Contact:****Description:****Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

Hours of Operation currently met?: Yes

Saturday All Other (Typically 7x24)

Availability Service Levels %: 99.4

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO):** 4 Days**RTO achievable?:** Yes **Criticality:** Low**Regulatory Compliance Service Requirements:****Information Classification Service Requirements:** Private or Nonpublic**Additional Comments:**

---

---

**Business Division:** OTSS**Business Purpose:**

---

**Application Name:** DPS Web Site(s)**Contact:****Descripton:****Attended Hours of Operation:**

Monday - Friday All Other (Typically 7x24)

Hours of Operation currently met?: Yes

Saturday All Other (Typically 7x24)

Availability Service Levels %: 99.4

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

**Recovery Time Objective (RTO):** 4 Days**RTO achievable?:** Yes **Criticality:** Low**Regulatory Compliance Service Requirements:****Information Classification Service Requirements:** Private or Nonpublic**Additional Comments:**

---

**Application Name:** ICONMAN**Contact:****Descripton:****Attended Hours of Operation:**

Monday - Friday Standard Business Hours (7am - 5pm CST)

Hours of Operation currently met?: Yes

Saturday

Availability Service Levels %: 100

Sunday

Holiday

**Recovery Time Objective (RTO):** 4 Days**RTO achievable?:** Yes **Criticality:** Low**Regulatory Compliance Service Requirements:****Information Classification Service Requirements:** Private or Nonpublic**Additional Comments:**

---

**Business Division:**     **PDB**

**Business Purpose:**

---

**Application Name:**     **Private Detective Board Compliance**

**Contact:**

**Description:**

**Attended Hours of Operation:**

Monday - Friday

Saturday

Sunday

Holiday

**Hours of Operation currently met?:**

**Availability Service Levels %:**

**Recovery Time Objective (RTO):**     **TBD**

**RTO achievable?:**

**Criticality:**

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:**

**Additional Comments:**

---

**Business Division:**      **SFM**

**Business Purpose:**

---

**Application Name:**    **FM Training System**

**Contact:**

**Descripton:**

**Attended Hours of Operation:**

Monday - Friday    Standard Business Hours (7am - 5pm CST)

Hours of Operation currently met?:      Yes

Saturday

Availability Service Levels %:      100

Sunday

Holiday

**Recovery Time Objective (RTO):**      4 Days

RTO achievable?:    Yes      Criticality:    Low

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:**      Private or Nonpublic

**Additional Comments:**

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---

**Business Division:** SFM**Business Purpose:** Suite

---

**Application Name:** Explosives Database**Contact:****Description:****Attended Hours of Operation:**

Monday - Friday Standard Business Hours (7am - 5pm CST)

Hours of Operation currently met?: Yes

Saturday

Availability Service Levels %: 100

Sunday

Holiday

**Recovery Time Objective (RTO):** 4 Days**RTO achievable?:** Yes **Criticality:** Low**Regulatory Compliance Service Requirements:****Information Classification Service Requirements:** Private or Nonpublic**Additional Comments:**

---

**Application Name:** FM Explosives Application**Contact:****Description:****Attended Hours of Operation:**

Monday - Friday Standard Business Hours (7am - 5pm CST)

Hours of Operation currently met?: Yes

Saturday

Availability Service Levels %: 100

Sunday

Holiday

**Recovery Time Objective (RTO):** 4 Days**RTO achievable?:** Yes **Criticality:** Low**Regulatory Compliance Service Requirements:****Information Classification Service Requirements:** Private or Nonpublic**Additional Comments:**



---

**Business Division:** SFM**Business Purpose:** Suite

---

**Application Name:** FM Fire protection database (FM Permit  
Plan Review system)**Contact:****Descripton:****Attended Hours of Operation:**

Monday - Friday Standard Business Hours (7am - 5pm CST)

Hours of Operation currently met?: Yes

Saturday

Availability Service Levels %: 100

Sunday

Holiday

**Recovery Time Objective (RTO):** 4 Days**RTO achievable?:** Yes **Criticality:** Low**Regulatory Compliance Service Requirements:****Information Classification Service Requirements:** Private or Nonpublic**Additional Comments:**

---

**Application Name:** FM Fireworks System**Contact:****Descripton:****Attended Hours of Operation:**

Monday - Friday Standard Business Hours (7am - 5pm CST)

Hours of Operation currently met?: Yes

Saturday

Availability Service Levels %: 100

Sunday

Holiday

**Recovery Time Objective (RTO):** 4 Days**RTO achievable?:** Yes **Criticality:** Low**Regulatory Compliance Service Requirements:****Information Classification Service Requirements:** Private or Nonpublic**Additional Comments:**

---

**Business Division:** SFM

**Business Purpose:** Suite

**Application Name:** FM Inspection System

**Contact:**

**Descripton:**

**Attended Hours of Operation:**

Monday - Friday Standard Business Hours (7am - 5pm CST)

Hours of Operation currently met?: Yes

Saturday

Availability Service Levels %: 100

Sunday

Holiday

**Recovery Time Objective (RTO):** 4 Days

**RTO achievable?:** Yes **Criticality:** Low

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:** Private or Nonpublic

**Additional Comments:**

**Application Name:** FM Investigation System

**Contact:**

**Descripton:**

**Attended Hours of Operation:**

Monday - Friday Standard Business Hours (7am - 5pm CST)

Hours of Operation currently met?: Yes

Saturday

Availability Service Levels %: 100

Sunday

Holiday

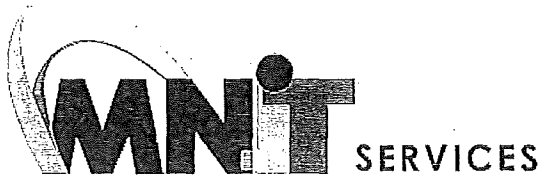
**Recovery Time Objective (RTO):** 4 Days

**RTO achievable?:** Yes **Criticality:** Low

**Regulatory Compliance Service Requirements:**

**Information Classification Service Requirements:** Confidential or Protected Nonpublic

**Additional Comments:**



## Section 5: Projects and Initiatives

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## Projects and Initiatives

### Managing Project Resources and Project Priorities

Historically, most agencies have had a pool of discretionary technology funds to use throughout a budget year for IT initiatives that include the following types:

- **New applications/systems:** The design and building of business applications and tools that perform functions and processes for state programs.
- **Enhancements and changes:** Changes, enhancements and upgrades to existing applications or systems due to changing business needs and/or changing technologies.
- **Ad hoc IT requests:** IT business analysis that does not rise to the definition of a project, but requires some information technology subject matter expertise.

Within its available resources, Agency business leadership has, prior to IT consolidation, been able to manage project resources and priorities on an ongoing basis, based on their business needs and priorities.

The Agency will continue to have that same discretion within this SLA.

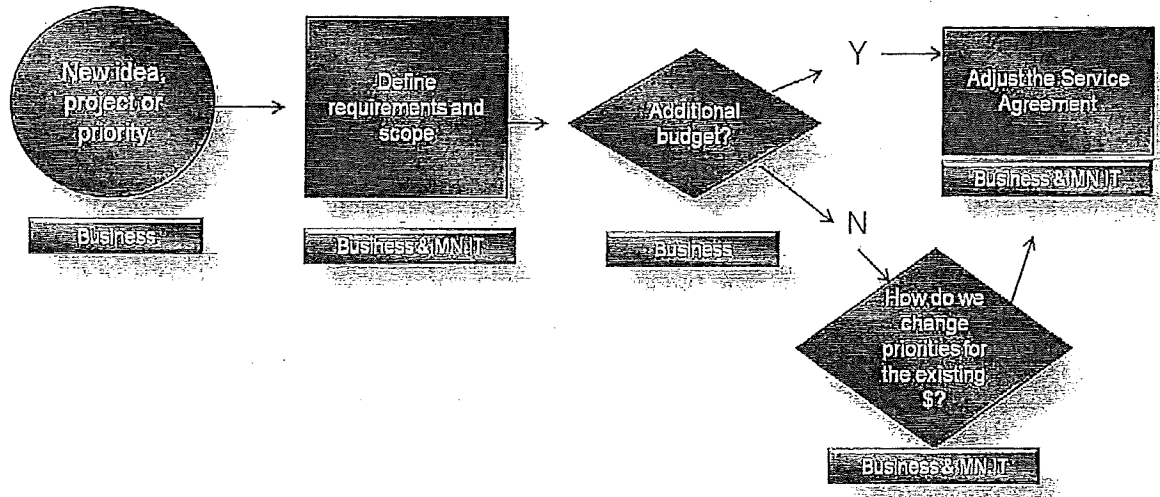
Under the terms of this SLA, the management of IT project resources and project priorities is an iterative process throughout the fiscal year, managed through a cooperative relationship between MN.IT Services and Agency business leadership.

Section 6 of this SLA outlines the portion of the Agency's total technology budget that is currently allocated to projects and initiatives. From this pool of identified funding, the Agency-based CIO will work in consultation with Agency business leadership to set priorities, manage a project portfolio as described above, and regularly report on portfolio status. Should priorities change or should circumstances arise that change available resources, the decision on how resources should be allocated and projects changed is a business decision made by Agency business leadership in consultation with the Agency-based CIO.

When a new initiative is proposed, the Agency business unit and the Agency-based CIO determine the availability of resources within the existing discretionary resource pool described in Section 6. This analysis may result in the need for an Agency executive leadership decision to adjust portfolio priorities or it may require the identification of funding beyond the available resource pool. In such cases, the Agency business unit and Agency-based CIO work to analyze the change's impact on the project portfolio, identify and allocate resources for the proposed project, and amend Section 6 of the SLA as necessary.

The diagram below summarizes the ongoing process by which MN.IT will work with Agency business to reprioritize IT projects and initiatives covered in this section in order to meet the Agency's highest priorities. See Section 1 for IT budget changes ("Acceptance, Amendments,

and Termination"). A more detailed budget change process is being developed and will be distributed when it is complete.



## Types of Project and Initiatives

### New Applications / Systems

It is not unusual for issues, concerns, challenges or priorities to emerge that require the development of a new application or system within a given fiscal year. Examples might include new legislative requirements, a policy change, or the need to replace a legacy system.

In the case of a new application or system, the Agency-based CIO will work with the appropriate Agency business units to identify the need, requirements, scope, budget, and schedule for a new project, based upon its alignment and contribution to the Agency's strategies and objectives.

If necessary, the Agency-based CIO will assign project management or business analysis resources to conduct the discovery process that will provide the details necessary for an executive leadership decision on whether to proceed.

With executive leadership approval, the Agency-based CIO will add the project request to the queue as appropriate and assign the appropriate resources to work with the Agency business unit.

### Enhancements and Changes

Existing applications and systems often require regular enhancements and changes that keep them current with new technologies, security improvements, and changing business requirements. Although most enhancements and change projects may not be as large, costly

and complex as new system development, they consume significant resources and require the same level of project management discipline as new projects.

The process to analyze the requirements of an enhancement or change project, to assess the project's impact on the project portfolio, and the financial requirements mirror the processes for new projects.

### **Ad hoc Requests for a Short-term Effort**

There will be times when Agency business leadership determine the need for a technical resource for short-term activities or initiatives that do not rise to the level of a formal project. Examples of technical resources that may be needed to augment existing staff include business analysts, network designers, programmers, developers, or architects.

To meet this need, the Agency business unit will work with the Agency-based CIO to determine the best approach for acquiring the appropriate resources. The Agency-based CIO will then facilitate the contracting process utilizing the appropriate procurement process, depending on the resource, i.e., contracting with MN.IT Services, ASAP-IT, or one of the other state contracting mechanisms.

## **Project Management and Oversight Processes**

MN.IT Services provides professional project managers to lead projects from initiation through execution in a manner that meets the priorities of Agency business leadership and the policies and standards of the State for project and portfolio management.

In delivering this service, the assigned project manager will be responsible for the following activities:

- Prepare the project charter, project plan, and project status documents
- Plan tasks, identify resource needs
- Perform project risk management
- Assign planned tasks to staff and contractors assigned to the project
- Monitor progress and regularly report status
- Lead project change management and communications
- Log and track project issues
- Facilitate project-related decision-making
- Cooperate with Agency business unit to facilitate a smooth transition to operational support
- Coordinate with MN.IT Services' Information Standards and Security Risk Management Division to ensure compliance with project management policies, state architecture, accessibility, security and procurement standards, and statutory requirements. The policies are located on the MN.IT website <http://mn.gov/oet/policies-and-standards/> (Policies and Standards)
- Manage the project budget

## **Project Management Policy and Statutory Compliance**

In addition to project and program management for Agency-based IT projects, MN.IT Services' Enterprise Project Portfolio Management Division provides services that verify and review the application of project management best practices, policy, and statutory compliance for all Agency-based IT projects. As part of this oversight function, the Enterprise Project Portfolio Management Division meets with the Agency's project manager to determine the appropriate level of oversight required by policy and statutes. The Enterprise Project Portfolio Management Division also assists the project manager with acquiring resources to perform required risk management and project audit activities as needed for projects that meet the thresholds for this requirement.

## **Requesting Projects and Initiatives**

The following pages describe the process by which Agency business units and/or leadership request project and initiatives services or changes at the Agency.

In FY2013, MN.IT Services will be developing a standard process for all project and service requests regardless of location. When that process is available, this Service Level Agreement will be amended to reflect the changes.



## Department of Public Safety Projects and Initiatives Details

### MN.IT @ DPS Project Management Office (PMO)

The MN.IT@DPS PMO has the following processes and procedures related to the services outlined in Section 5: Projects and Initiatives.

#### General Information

The Department of Public Safety has three offices that handle projects and initiatives. MSP Project Management handles State Patrol requests. MNJIS Project and Portfolio Management handles BCA requests. Application Development fields projects for all other divisions.

#### Contact Information

| Application Development                | 8:00 AM – 4:30 PM (M-F) | Steve Mueller | 651/201-7755 | steve.l.mueller@state.mn.us |
|--|-------------------------|---------------|--------------|-----------------------------|
| MSP Project Management                 | 8:00 AM – 4:30 PM (M-F) | Steve Bluml   | 651-201-7119 | steven.bluml@state.mn.us    |
| MNJIS Project and Portfolio Management | 7:00 AM – 4:30 PM (M-F) | Oded Galili   | 651/793-2710 | oded.galili@state.mn.us     |

#### Project Requests

Project requests should be initiated by a phone call or email to the PMO.

#### Project Portfolio Management

For projects within the BCA, Project Portfolio Management may be initiated by a phone call or email to the MNJIS Project and Portfolio Management PMO.





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## Section 6: Service Financial Information

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## Service Financial Information

### Introduction

This section of the SLA defines the “as is” service cost of information technology as it was estimated at the time of the October 2011 interagency agreements between agencies and OET. The total dollars do not change, but it is a new way to look at the money the Agency spends on IT – by service. The purpose is not to introduce new services or costs to the Agency’s portfolio, but to provide a financial perspective to current spending that matches the service view in this SLA activity and to set a standardized baseline for service costs in the future.

While some agencies may already work from a service costing model for IT at an individual level, this is an important first step in standardizing cost accounting across all agencies. MN.IT expects it will improve over time in accuracy, consistency and detail, once regular reviews become a common feature of MN.IT Services’ relationship with agency customers.

### Benefits for Business

This analysis and view of current service costs has many benefits for the Agency’s business leadership, particularly at the point and time where IT management and responsibility is shifting to a central IT organization. The purpose of this document, therefore, is to help:

- Customers understand and track the costs currently associated with the services they currently get, thus increasing ongoing understanding and accountability for MN.IT Services to the agency customer.
- Agency business leadership use the information to plan and prioritize how information technology serves the business units and priorities of the organization.

### Benefits for IT

Service costing has become the standard of the information technology industry and provides many benefits to MN.IT Services in its responsibility to meet the intent of the consolidation law.

- MN.IT can evaluate service costing across all of its agency offices, allowing a global analysis of spending trends, cost fluctuations, and gaps.
- This analysis sets a baseline for setting service delivery standards within a newly consolidated organization, allows a better competitive market comparison for sourcing decisions and identifies opportunities for service improvements and efficiencies.
- The model provides a mechanism for instituting accountability enterprise-wide for service levels and costs, and a foundation for future service level reporting.

- The model provides a baseline for measuring and quantifying future savings as efficiencies are realized over time through consolidated activity.
- Comparing service costs across the enterprise helps to identify areas of under-spending that need to be addressed.
- Aligning costs with services begins for MN.IT Services a "to do" list for systems and asset investment for such issues as legacy systems, security and business continuity remedies, etc. and is the foundation for investment prioritization in alignment with the Minnesota IT Master Plan.

## Only a Starting Point

This is a significant milestone in the State's ability to account for how IT dollars are spent across the board. But it is only the beginning. As we have the opportunity to review and analyze the data across all agencies, two important outcomes will emerge:

- 1) A foundational baseline that will help MN.IT Services to deliver IT more effectively and efficiently across the executive branch.
- 2) Data that will enable better decision-making at both the agency and stakeholder level on the most effective IT investments for the business of the State.

## Understanding the Costing Model

### "As Was" IT Costing Model: October 2011

As a pre-requisite for meeting the legislative mandate to transfer authority for information technology budgets and personnel to the Office of Enterprise Technology, it was necessary first to define the agency dollars that accompanied the change.

To accomplish this by the mandated deadline of October 2011, agency financial staff and leadership worked together with OET to analyze available data and arrive at a definition of the personnel, dollars and activity that would be considered "in scope" for consolidation.

Agency fiscal and leadership staff collected financial information on planned IT spend for fiscal years 2012 and 2013. This self-reported information was validated against prior years' actual financial reports, IT spend reports, and through in-person interviews with agencies' fiscal and other leadership staff.

The resulting total costs were outlined in the October 2011 interagency agreement that officially transferred authority for the IT budget and personnel.

The October 2011 cost evaluation was a significant step forward in the State's ability to identify and quantify the entire IT spend for the executive branch. It allowed OET and the agency to agree to an acceptable and reasonable level of spending that would meet the agency's needs in an "as is" scenario for FY12.

In the following pages, you will find the Agency's final spend as depicted in the October 2011 interagency agreements.

### **"As Is" IT Costing Model: Current Agreement**

For this phase of the consolidation, MN.IT Services used the self-reported financials for FY2013 (above) and converted the financial information from an "account code" view to the defined set of services in this Service Level Agreement (**Standard IT Services, Applications, Projects and Initiatives**). The costing model for each service includes the following:

- **Directly attributable costs:** Costs that are directly attributable to a given service were attributed to that service. Large expenses such as telecom, software, hardware, professional technical contracts, etc., were given greater scrutiny.
- **Allocated costs:** Smaller expenditures, miscellaneous expenses and/or costs that are not clearly attributable to a single service have been allocated across all services by a formula based on the relative size of the service.

### **IT Costing Model: Future**

Over the next few years, MN.IT's costing model will continue to evolve in sophistication, offering ever-more useful information and granularity to MN.IT, its customers and stakeholders.

- **Increased Accuracy.** The current model now makes it possible to begin attributing costs to specific services at the time of purchase, making future cost models far more detailed and accurate. The current model depends on historical knowledge.
- **More granularity.** In FY2013, the costing model turns the dollars to a new view and gives costing details service-by-service but only at a high level. In subsequent years – as accuracy increases, analysis matures and data is validated over time - the service level agreements will be increasingly granular, and therefore more useful for both business and IT planning.
- **More standardization in service delivery and pricing.** This year's costing makes no attempt to standardize costs from agency to agency, providing only a formula that allows each agency a view into its own costs. Through costing analysis, opportunities will be identified for service and/or functional centralization that will result in the same service and the same (and better) pricing across all agencies. This will take time.
- **Better bundling of services.** As costs are increasingly attributed directly to service components and are standardized across agencies, there is an opportunity to better bundle services for the business end user and for agencies of different sizes.
- **Simplified, direct billing for all services.** During this transition year, the majority of services and costs for IT remain within the agency's budget and the agency - as it always has - will directly cover the costs of most of IT. The only IT services that are billed at the service level are the services provided by MN.IT Central and/or services

provided directly by a third party partner. In future, however, this will change. The current costing model sets the stage for direct billing of all IT services.

## Service Billing and Procurement

This document is not a bill. It is an accounting of the Agency's current IT budget in a manner that increases transparency and matches dollars with the services as described in this document.

The financials contained in this SLA include all IT, regardless of source, including those services provisioned at the Agency, centrally and/or by a third party.

**Agency-specific services:** All Agency-specific IT service activity and expenditures will be managed by the Agency-based CIO within the Agency's identified IT budget.

**Centrally provided MN.IT services:** Services managed and/or provided centrally will be billed to the Agency by MN.IT Services Central, based on the published FY13 rate package. Costs for such services have been accounted for and will go against the Agency's IT budget, like all other costs.

**Third party service delivery:** Professional/technical and contract IT services will be billed directly by the vendor to the Agency in all cases other than those where MN.IT Central has brokered the service on the Agency's behalf. Costs for such services have been accounted for and will go against the agency's IT budget, like all other costs.

As decisions are made on new projects or service levels throughout the year, the Agency-based CIO will work with the Agency to evaluate the costs associated with those changes, and the implications the changes will have on the Agency's budget. When budget changes are made, this SLA will be modified. See Section 1 for IT budget changes ("Acceptance, Amendments, and Termination"). A more detailed budget/SLA change process is being developed and will be distributed when it is complete.



## Department of Public Safety Service Costing Details

What follows is a comparison of the "As Was" (October 2011) costing model and the "As Is" (June 2012) costing model. Both models use the same total IT spend for your agency, which is the projected spend for FY13 as self-reported in October.

Both views represent a "point in time" that provide two perspectives on the projected FY13 spend.

### FY 13 Service Costs, October 2011

The following table provides the specific IT service costing for your agency as presented in the October 2011 interagency agreement.

#### FY13 Planned IT Spend by Object/Account Class

| Object/Account Class | Title                               | Total      |
|----------------------|-------------------------------------|------------|
| 1A-1E/410            | Salary                              | 12,053,000 |
| 2A0/41100            | Space Rental, Maintenance & Utility | 712,000    |
| 2B0/41500            | Repairs, Alterations & Maintenance  | 550,000    |
| 2C0/41110            | Printing and Advertising            | 5,000      |
| 2D0/41130            | Prof/Tech Services outside Vendor   | 79,000     |
| 2D7/41145            | IT Prof/Tech Services O/S Vendor    | 11,794,000 |
| 2E0/41150            | Computer & Systems Services         | 5,580,000  |
| 2F0/41155            | Communications                      | 3,900,000  |
| 2G0/41160            | Travel & Subsistence - Out State    | 0          |
| 2H0/41170            | Travel & Subsistence - In State     | 6,000      |
| 2J0/41300            | Supplies                            | 279,000    |
| 2K0/41400            | Equipment                           | 2,309,000  |

COMPREHENSIVE IT SERVICE LEVEL AGREEMENT

| Object/Account Code |                                  | Total      |
|---------------------|----------------------------------|------------|
| 2L0/41180           | Employee Development             | 69,000     |
| 2M0/43000           | Other Operating Costs            | 25,000     |
| 2N0/42000           | Agency Indirect Costs            | 0          |
| 2P0/42010           | Statewide Indirect Costs         | 0          |
| 2Q0/42010           | Attorney General Costs           | 0          |
| 2S0/41190           | Agency Provided Prof/Tech Serv   | 0          |
| 2S7/41195           | IT State Agency Prof/Tech Serv   | 1,644,000  |
| 4A0/44100           | Payments to Individuals          | 0          |
| 9999                | IT-Related Admin. Support Salary | 213,000    |
|                     | Total:                           | 39,218,000 |

## FY 13 Service Costs, June 2012

The following provides the projected FY13 IT spend in the new service view costing model. The numbers illustrate the "as is" IT spend in the Agency by service as outlined in this Agreement (**Standard IT Services, Applications, Projects and Initiatives**). Standard IT Services have been broken down into sub-categories as described in Section 3.

The Agency-based CIO will update the model on a regular basis as more accurate spending numbers become available.

COMPREHENSIVE IT SERVICE LEVEL AGREEMENT

**Total Expense by Service Type**

| Service Type                                   | Personnel         | Travel            | Software         | Telecommunications | Hardware         | Repairs & Maintenance | IT Other/Non-Salary | Total Expense by Type |
|--|-------------------|-------------------|------------------|--------------------|------------------|-----------------------|---------------------|-----------------------|
| <b>Standard IT Services</b>                    | 3,270,935         | 127,820           | 303,402          | 131,348            | 75,715           | 18,035                | 355,236             | 4,282,490             |
| Workstation Management                         | 689,602           | 26,948            | 63,965           | 27,692             | 15,963           | 3,802                 | 74,893              | 902,865               |
| Electronic Collaboration & Communication Tools | 4,421             | 173               | 410              | 178                | 102              | 24                    | 480                 | 5,788                 |
| Voice Communications                           | 70,728            | 2,764             | 6,561            | 2,840              | 1,637            | 390                   | 7,681               | 92,602                |
| Mobile Device Support                          | 4,421             | 173               | 410              | 178                | 102              | 24                    | 480                 | 5,788                 |
| Facility Services                              | 4,421             | 173               | 410              | 178                | 102              | 24                    | 480                 | 5,788                 |
| Web Design, Admin, Content Coordination        | 394,058           | 15,399            | 36,552           | 15,824             | 9,122            | 2,173                 | 42,796              | 515,923               |
| Service Desk                                   | 1,555,140         | 60,771            | 144,250          | 62,448             | 35,998           | 8,575                 | 168,894             | 2,036,076             |
| Security Services                              | 548,145           | 21,420            | 50,844           | 22,011             | 12,688           | 3,022                 | 59,531              | 717,662               |
| <b>Applications</b>                            | 3,540,208         | 2,007,342         | 4,177,379        | 3,373,161          | 81,948           | 19,520                | 384,480             | 13,584,037            |
| <b>Projects &amp; Initiatives</b>              | 1,400,422         | 11,231,725        | 742,899          | 241,235            | 2,062,417        | 491,264               | 152,091             | 16,322,053            |
| <b>Enabling Services</b>                       | 1,498,558         | 58,560            | 139,002          | 60,176             | 34,688           | 8,263                 | 162,749             | 1,961,995             |
| <b>Support Services</b>                        | 2,342,878         | 91,554            | 217,318          | 94,081             | 54,232           | 12,918                | 254,445             | 3,067,426             |
| <b>Total:</b>                                  | <b>12,053,000</b> | <b>13,517,000</b> | <b>5,580,000</b> | <b>3,900,000</b>   | <b>2,309,000</b> | <b>550,000</b>        | <b>1,309,000</b>    | <b>39,218,000</b>     |

## Peace Officer Standards & Training Board Service Costing Details

What follows is a comparison of the "As Was" (October 2011) costing model and the "As Is" (June 2012) costing model. Both models use the same total IT spend for your agency, which is the projected spend for FY13 as self-reported in October.

Both views represent a "point in time" that provide two perspectives on the projected FY13 spend.

### FY 13 Service Costs, October 2011

The following table provides the specific IT service costing for your agency as presented in the October 2011 interagency agreement.

#### FY13 Planned IT Spend by Object/Account Class

| Object/Account Class | Item                                | Total  |
|----------------------|-------------------------------------|--------|
| 1A-1E/410            | Salary                              | 85,000 |
| 2A0/41100            | Space Rental, Maintenance & Utility | 9,000  |
| 2B0/41500            | Repairs, Alterations & Maintenance  | 0      |
| 2C0/41110            | Printing and Advertising            | 0      |
| 2D0/41130            | Prof/Tech Services outside Vendor   | 0      |
| 2D7/41145            | IT Prof/Tech Services O/S Vendor    | 0      |
| 2E0/41150            | Computer & Systems Services         | 1,000  |
| 2F0/41155            | Communications                      | 8,000  |
| 2G0/41160            | Travel & Subsistence - Out State    | 0      |
| 2H0/41170            | Travel & Subsistence - In State     | 0      |
| 2J0/41300            | Supplies                            | 0      |
| 2K0/41400            | Equipment                           | 0      |

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| Object/Account Class | Title                            | Total   |
|----------------------|----------------------------------|---------|
| 2L0/41180            | Employee Development             | 0       |
| 2M0/43000            | Other Operating Costs            | 0       |
| 2N0/42000            | Agency Indirect Costs            | 0       |
| 2P0/42010            | Statewide Indirect Costs         | 0       |
| 2Q0/42010            | Attorney General Costs           | 0       |
| 2S0/41190            | Agency Provided Prof/Tech Serv   | 0       |
| 2S7/41195            | IT State Agency Prof/Tech Serv   | 0       |
| 4A0/44100            | Payments to Individuals          | 0       |
| 9999                 | IT-Related Admin. Support Salary | 0       |
| Total:               |                                  | 103,000 |

## FY 13 Service Costs, June 2012

The following provides the projected FY13 IT spend in the new service view costing model. The numbers illustrate the “as is” IT spend in the Agency by service as outlined in this Agreement (**Standard IT Services, Applications, Projects and Initiatives**). Standard IT Services have been broken down into sub-categories as described in Section 3.

The Agency-based CIO will update the model on a regular basis as more accurate spending numbers become available.

COMPREHENSIVE IT SERVICE LEVEL AGREEMENT

**Total Expense by Service Type**

| Service Type                                   | Service       | Infotech | Software     | Telecommunications | Hardware | Repairs<br>Maintenance | All Other<br>Non-Salary | Total<br>Expense<br>by Type |
|--|---------------|----------|--------------|--------------------|----------|------------------------|-------------------------|-----------------------------|
| <b>Standard IT Services</b>                    | 28,050        | 0        | 330          | 2,640              | 0        | 0                      | 2,970                   | 33,990                      |
| Workstation Management                         | 0             | 0        | 0            | 0                  | 0        | 0                      | 0                       | 0                           |
| Electronic Collaboration & Communication Tools | 0             | 0        | 0            | 0                  | 0        | 0                      | 0                       | 0                           |
| Voice Communications                           | 0             | 0        | 0            | 0                  | 0        | 0                      | 0                       | 0                           |
| Mobile Device Support                          | 0             | 0        | 0            | 0                  | 0        | 0                      | 0                       | 0                           |
| Facility Services                              | 0             | 0        | 0            | 0                  | 0        | 0                      | 0                       | 0                           |
| Web Design, Admin, Content Coordination        | 0             | 0        | 0            | 0                  | 0        | 0                      | 0                       | 0                           |
| Service Desk                                   | 28,050        | 0        | 330          | 2,640              | 0        | 0                      | 2,970                   | 33,990                      |
| Security Services                              | 0             | 0        | 0            | 0                  | 0        | 0                      | 0                       | 0                           |
| Applications                                   | 0             | 0        | 0            | 0                  | 0        | 0                      | 0                       | 0                           |
| <b>Projects &amp; Initiatives</b>              | 28,050        | 0        | 330          | 2,640              | 0        | 0                      | 2,970                   | 33,990                      |
| Enabling Services                              | 0             | 0        | 0            | 0                  | 0        | 0                      | 0                       | 0                           |
| <b>Support Services</b>                        | 28,900        | 0        | 340          | 2,720              | 0        | 0                      | 3,060                   | 35,020                      |
| <b>Total:</b>                                  | <b>85,000</b> | <b>0</b> | <b>1,000</b> | <b>8,000</b>       | <b>0</b> | <b>0</b>               | <b>9,000</b>            | <b>103,000</b>              |



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## Section 7: Information Security

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## Information Security

### Statutory Responsibilities for IT Security

The State of Minnesota recognizes that information is a critical asset. How information is managed, controlled, and protected has a significant impact on the delivery of state services and is vital to maintaining the trust of those that provide data to the State and/or use state programs. Information assets held in trust by the State must be protected from unauthorized disclosure, theft, loss, destruction, and alteration. Information assets must be available when needed, particularly during emergencies and times of crisis.

It is for this reason that Minnesota Statute Chapter 16E requires the State Chief Information Officer (State CIO) to define cyber security policies, standards, and guidelines for the executive branch, and why those policies are required by the State CIO of all executive branch services, systems and processes. Minnesota Statute also gives State CIO authority to install and administer security systems for use by all.

Protecting our digital infrastructure at a reasonable level of risk is the goal. Presently, the State faces a high level of risk due to an inadequate historical investment in security tools, people and processes. At its current funding level, the State's investment in security stands at 2 percent of its total IT budget, compared to an industry standard of 5.4 percent – 6.2 percent. Current levels of security within state agencies are inconsistent and, in some cases, inadequate.

Consolidation of IT services will significantly improve the security profile of the State and make the achievement of an appropriate level of risk more affordable. As consolidation of IT continues and a thorough evaluation takes place, more accurate analysis of individual agency security levels will be available. Long term, however, the executive branch will need to invest more in information security to ensure that key security services and risk levels are standard and acceptable across all agencies, regardless of size and resources.

This Agreement does not evaluate the current, overall state of risk within the executive branch. Nor does it evaluate the risk level of individual agency programs or systems. However, it does in this section outline the key active ingredients to, and the roles of the parties to this Agreement in managing IT services to an acceptable level of risk, and identifies the current level of individual agency spending in this critical area of information technology.

### Enterprise Security Program Framework

MN.IT Services' Enterprise Security Program exists to set the policies and standards that will protect executive branch information assets and comply with state and federal regulatory

requirements. All executive branch IT services, assets, systems and employees are required to comply with policies set by the Enterprise Security Program.

The Enterprise Security Program uses the 800 series of publications by the National Institute of Standards and Technology's (NIST) as a framework. The NIST 800 series has been adapted to accommodate the unique model of Minnesota's government.

The program is divided into four components that contain high-level policies and a series of implementing standards. These policies are located on the MN.IT Services website at <http://mn.gov/oet/policies-and-standards/information-security/> Information Security Policies

## **Program Policy**

Program Policy identifies the overall purpose, scope, and governance requirements of the security program as a whole. Policies and standards in the Program Policy area include:

- Policy Statement & Reason for Program
- Program Applicability & Compliance
- Program Framework
- Policy & Standard Approval Process
- Exception Process

## **Management Control Policies**

The Management Control Policies address risk throughout the life cycle of the State's information assets. The identification, tracking, and reporting of risk is essential for any organization's leadership to make appropriate financial and operational decisions on risk mitigation. Policies and standards in the Management Control Policies area include:

- Risk Management
- Security Planning & Lifecycle
- Security Authorization

## **Operational Control Policies**

The Operational Control Policies define a class of security controls implemented and executed by individuals (IT staff, state employees, state business partners and/or state program end users). These operational policies support the management control policies (above) with processes or actions required to reduce identified risks and often rely on the technical controls (below). Policies and standards in the Operational Control Policies area include:

- Personnel Security
- System Support
- Physical & Environmental Protection
- Incident Management
- Training & Awareness
- Configuration & Patch Management

- Continuation of Operations Planning
- Information Handling

## **Technical Control Policies**

The Technical Control Policies define a class of security controls executed or used by systems. They can be automated controls that facilitate the detection of security violations or technologies used by systems to enforce operational security requirements (above). Policies and standards in the Technical Control Policies area include:

- Vulnerability & Threat Management
- Authentication & Access Control
- Audit Trail & Event Logging
- Cryptography & Communication Protection

## **Enterprise Security Governance**

In order to implement the Enterprise Security Program, the State CIO delegates all security-related responsibilities to the State Chief Information Security Officer.

The IT Governance Framework (June 2012) outlines the process for making decisions that impact the risk posture of the executive branch. New policies and standards are reviewed and approved using the processes in the IT Governance Framework. Periodic review of all existing policies and standards will be conducted at least once every two years through the processes described within the framework.

## **Role of Agency-based CIO**

It is the role of MN.IT's Agency-based CIO to ensure that all Enterprise Security Program policies and standards are met in delivering IT services and managing IT facilities, systems and applications within the Agency.

It is also the responsibility of the Agency-based CIO to manage Agency-based systems and services to an acceptable level of risk as determined in consultation with the business leadership, and in accordance with applicable state and federal policies and regulations. This may include policies and standards that have not yet been addressed by the Enterprise Security Program and/or policies more stringent than the Enterprise Security Program's minimum requirements. Agency-based CIOs will ensure that mitigating controls are in place to reduce risk to a level that Agency business leadership is willing to accept.

## **Role of Business**

It is the responsibility of Agency business leadership to understand and accept risk, in consultation with MN.IT's Agency-based CIO, for the services and applications in its portfolio. It

also is the responsibility of Agency business leadership to ensure that at least the minimum state policy requirements for security can and will be met at the Agency level.

Through defined governance processes, Agency business leadership has an opportunity to participate in the design and implementation of the policies, standards, and security systems that are required for the executive branch.

## **Role of MN.IT IT Standards and Risk Management Division**

The MN.IT IT Standards and Risk Management Division is responsible for the management of enterprise security governance, for monitoring and enforcing compliance with executive branch policies and for the strategic and tactical planning of the Enterprise Security Program. Specifically, the division is responsible for the following areas.

### *Enterprise Security Planning*

The State of Minnesota Information and Telecommunications Technology Systems and Services Master Plan (April 2012) articulates the five-year vision for information security and risk management in the executive branch. The Master Plan is located on the MN.IT website: <http://mn.gov/oet/governance/strategic-plans/strategic-plans.jsp> (Reports and Strategic Plans)

The MN.IT IT Standards and Risk Management Division will be responsible for developing tactical initiatives to implement the strategic vision, focusing on highest-priority areas first. Agency-based CIOs, MN.IT security leads and MN.IT technical staff will assist with the development of security tactical plans.

### *Audit Coordination*

Government entities in the executive branch are subject to frequent external technical and security reviews and audits. These include audits by the Office of the Legislative Auditor as well as audit work done by federal agencies. MN.IT's IT Standards and Risk Management Division will coordinate all audit work that has technology-related objectives and will coordinate required follow-up responses to audit findings.

### *Enterprise Security Services*

The MN.IT IT Standards and Risk Management Division is responsible for planning and/or approving appropriate security systems that meet enterprise security policies and decrease the risk level for state systems and agencies. These security services include both Standard IT Services (defined in Section 3 of this document), which are directly used by agency customers and Enabling IT Services (defined in Appendix D of this document), which are incorporated within other services and not necessarily visible or "consumable" by the customer.

For security services that are deployed enterprise-wide, the MN.IT IT Standards and Risk Management Division will compile metrics to measure compliance with underlying security standards for those services. Currently, metrics are generated for the following enterprise security services:

## COMPREHENSIVE IT SERVICE LEVEL AGREEMENT

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- Vulnerability Management
- Incident Response and Forensics
- Continuity of Operations Planning

The MN.IT IT Standards and Risk Management Division will eventually compile and report metrics for all security services.





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## Section 8: Force Majeure and Performance Exceptions

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## Force Majeure & Performance Exceptions

Neither party shall be responsible, or considered in default in the performance of its obligations, for failure or delay of performance, including failure to satisfy service availability levels/objectives, if caused by: (1) scheduled downtime to perform routine, non-emergency or emergency maintenance on MN.IT-provided services; (2) downtime on non-production systems; (3) factors outside of the party's reasonable control, including any force majeure event as defined below; (4) equipment, software or other technology not within MN.IT's direct control; (5) service suspensions or termination of Agency's right to use the MN.IT-provided services in accordance with the Agreement.

Force majeure events include, but are not limited to, acts of God, acts of government, flood, fire, earthquakes, civil unrest or riot, acts of terror, acts of war, acts of hostility or sabotage, strikes or other labor problems including a government shutdown, Internet/telecommunications service provider or power/electrical failures or delays, and other events outside the reasonable control of the obligated party.

Both parties will use reasonable efforts to mitigate the effect of a force majeure event. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Agency's obligation to pay for programs delivered or services provided.





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## Appendix A: Related Information

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## Related Information

### Covered Entities

This SLA describes services provided to the following entity(ies): Department of Public Safety including Private Detectives Board, Peace Officers Standards and Training Board

### Standard Documentation

The following documents provide additional information regarding MN.IT Services:

- Minnesota Statutes chapter 16E Office of Enterprise Technology  
<[https://www.revisor.mn.gov/revisor/pages/statute/statute\\_chapter\\_toc.php?chapter=16E](https://www.revisor.mn.gov/revisor/pages/statute/statute_chapter_toc.php?chapter=16E)>
- Enterprise Technology Fund 970 Rate Schedule 2013
- State of Minnesota IT Master Plan, <<http://mn.gov/oet/governance/strategic-plans/strategic-plans.jsp>>
- Operational documents/information on MN.IT website <<http://mn.gov/oet/index.jsp>> (<<http://mn.gov/oet/index.jsp>>)
- Minnesota IT Governance Framework available on the MN.IT website  
<http://mn.gov/oet/governance/igov/gov-structure.jsp>

### Agency Specific Documentation

There are none at this time.





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## Appendix B: Definitions

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## Definitions

### SLA Glossary of Terms

**Account Manager:** Person assigned to each Agency as a central point of contact from the customer service team

**Account Team:** Customer service team assigned to each Agency

**Agency:** Executive Branch Business

**Agency-based Chief Information Officer:** The chief information officer located at each agency. For purposes of the Service Level Agreement, the Agency-based CIO also means the Designated IT Lead. The Designated IT Lead means the person assigned to represent MN.IT Services at the agency in lieu of a chief information officer, and may be an employee of another agency.

**Agency Applications:** Applications and IT services provided by an Agency in support of their customers and business

**Agency Threshold:** A service threshold that is specific to an Agency, and is different than the documented Standard Threshold

**Centers of Excellence:** A collection of services that is recognized as the lead service provider and available for all executive level agency usage

**Change Windows:** Scheduled times when IT services may be unavailable while planned changes are being implemented

**Cost Model:** An financial review of an Agencies IT budget showing Applications, Projects and IT Services

**Critical Success Factors:** A metric that reports on how effective a particular service is operating

**Critical-1 Procedures:** Highest level incident/outage, which will follow a specific set of instructions to restore the service and manage communications

**Emergency Maintenance:** A change window requested for unplanned maintenance to correct a system outage

**Enabling IT Services:** IT Services provided by MN.IT that are in support of the Business Standard Services. Examples would be Hosting, Storage, Networking, and Data Center Facilities

**Incident:** An incident is any event which is not part of the standard operation of service and which causes, or may cause, an interruption or a reduction in the quality of that IT service.

**IT Consolidation Act:** Legislation passed in the 2011 Special Session that consolidated IT from the Executive Branch State Agencies into one organization. Laws of Minnesota 2011, First Special Session chapter 10, article 4.

**Management Control Policies:** These policies are in place to address RISK throughout the lifecycle of the State's information assets

**Metric:** A key measure used to communicate how a service is being delivered

**Metric Definition:** The working definition of a metric

**Office of Enterprise Technology, d.b/a MN.IT Services:** Executive branch Agency responsible for delivering IT to all Executive Branch State Agencies

**Operational Control Policies:** Defines a class of security controls implemented and executed by individuals

**Prioritization:** As part of the Incident Management and Service Request Process, each ticket will be classified and assigned a Priority according to its expected Service Level, as well as the number of people being impacted. This will help establish its place in the work and service request queues.

**Program Policy:** Identifies the overall purpose, scope and governance requirements of a program as a whole

**Projects and Initiatives:** A list of approved efforts to develop new applications and make changes to existing applications and services

**Schedules Maintenance:** Regular scheduled times for MN.IT staff to perform maintenance to applications and services

**Service Availability:** The amount of time an application is 'up' during its required availability hours. This is reported as a percentage, e.g. 99.5% or 99.9%. To calculate the service availability:

$$\frac{\text{Required monthly minutes of availability} - \text{minutes of monthly outage}}{\text{Required monthly minutes of availability}} \times 100$$

▪ **Required monthly minutes of availability =**

# of days in month application is required x hours required each day x 60 minutes

• **Minutes of monthly outage =** Average historical monthly downtime of application (not including planned maintenance)

*Example:* Application X has an availability requirement from business of 9 hours a day/5 days a week and has a historical average of 30 minutes of downtime per month. To calculate its service availability:

*Required monthly minutes of availability: 22 days x 9 hrs x 60 min = 11,880 min*

*Minutes of monthly outage = 30*

*$(11,880 - 30)/11,880 \times 100 = 99.7\%$*

**Service Costs:** The cost associated with the delivery and support of a specific MN.IT service offering

**Service Desk Activity:** The work associated managing End User requests and incidents

**Service Level Agreement:** The documented agreement for delivery and support of MN.IT services between the Executive Agencies and the MN.IT staff

**Service Level Objectives:** The documented expectation measuring the actual delivery of a service

**Service Levels:** Measurements detailing the expected delivery of a service

**Service Metrics:** Specific measures established for each Service being delivered

**Service Performance Reports:** Regularly published reports depicting actual Service Results using identified metrics

**Service Request:** A user request for support, delivery, information, advice, documentation, or a standard change. Service requests are not service disruptions.

**Services:** A list of common tasks and activities performed by MN.IT in support of the Agency employees

**Standard IT Services:** Business facing services, typically available to all State of Minnesota employees, with approval. Examples are: Order new laptop, Request Access to an Application, Utilize Web Conferencing

**Standard Threshold:** The established Service Threshold (metric) available for a given Service offering

**Support Hours and Availability:** Published days of the week and hours of the day when a particular application or service is available for use, and for which support is readily available

**Sustaining Documentation:** A set of 4 documents which defines the foundation for the directions of the State's IT program. They include:

1. The comprehensive IT Service Level Agreement (this document)
2. The State of Minnesota Information and Telecommunications Systems and Services Master Plan
3. The Agency Centralized IT Reference Model
4. The State of Minnesota IT Governance Framework

**Technical Control Policies:** Defines a class of security controls executed or used by systems

## Service Support Tiers

### Incident Management Quick Reference

#### Priority

| Priority       | Description  | Resolution Target            | Notification/Communication  | Media / Timescale   |
|----------------|--|------------------------------|---|---|
| 1:<br>Critical | <p>Any Incident that has "massive impact" and is highly visible, impacts a significant number of Users, a major agency, application or service, and has no redundancy or alternate path.</p> <p>Critical-1 Incidents are usually (but not limited to) one of the following issues:</p> <ul style="list-style-type: none"> <li>▪ Enterprise e-mail or enterprise messaging outage or impaired service</li> <li>▪ State portal services down or impaired</li> <li>▪ VOIP/CCM/phone outage or impaired service</li> <li>▪ Mainframe or significant LPAR outage or impaired service</li> <li>▪ Network outage or impaired service impacting large subset of Users</li> </ul> | <p>2 Hours</p> <p>(24x7)</p> | <ol style="list-style-type: none"> <li>1. Incident submission</li> <li>2. ACD updates</li> <li>3. Email/phone updates*</li> <li>4. Incident ticket updates</li> <li>5. External media (e.g., reporters, newspaper)</li> <li>6. Incident resolution</li> <li>7. Incident closure</li> </ol> <p>* Email is the preferred medium; phone updates will be utilized as deemed appropriate</p> | <ol style="list-style-type: none"> <li>1. Automated email</li> <li>2. Initial; then hourly</li> <li>3. Initial notification; then hourly</li> <li>4. Initial acceptance from assignee group within 15 minutes; updates every 30 minutes</li> <li>5. As determined by the Communication Director and Executive Team</li> <li>6. Email</li> <li>7. Automated email</li> </ol> |

| Priority     | Description  | Resolution Target            | Notification/Communication   | Media / Timescale  |
|--------------|--|------------------------------|--|--|
| 2:<br>High   | <p>A priority of High will be assigned to any Incident deemed to have a high impact by:</p> <ul style="list-style-type: none"> <li>▪ being highly visible,</li> <li>▪ impacting a significant number of Users,</li> <li>▪ impacting a major agency, application or service,</li> </ul> <p>where there is no redundancy or alternate path, and a bypass is unavailable.</p> | <p>8 Hours</p> <p>(24x7)</p> | <ol style="list-style-type: none"> <li>1. Incident submission</li> <li>2. Incident ticket updates</li> <li>3. Email / Phone updates to submitter</li> <li>4. Incident closure</li> </ol> | <ol style="list-style-type: none"> <li>1. Automated email</li> <li>2. Initial acceptance from assignee group within 15 minutes; updates every 60 minutes</li> <li>3. Every two hours</li> <li>4. Automated email</li> </ol>                                  |
| 3:<br>Medium | <p>A priority of Medium will be assigned to any Incident deemed to have a medium impact by:</p> <ul style="list-style-type: none"> <li>▪ being visible,</li> <li>▪ impacting a limited number of Users,</li> </ul> <p>where a resource or service is down or degraded.</p>   | <p>2 Business Days</p>       | <ol style="list-style-type: none"> <li>1. Incident submission</li> <li>2. Incident ticket updates</li> <li>3. Email / Phone updates to submitter</li> <li>4. Incident closure</li> </ol> | <ol style="list-style-type: none"> <li>1. Automated email</li> <li>2. Initial acceptance from assignee group within one business hour; updates every 4 business hours</li> <li>3. Once per business day</li> <li>4. Automated email</li> </ol>               |
| 4:<br>Low    | <p>Any Incident that impacts:</p> <ul style="list-style-type: none"> <li>▪ a small number of Users or a single User,</li> </ul> <p>where a resource or non-critical service is down or degraded and a deferred fix or maintenance is acceptable.</p>   | <p>5 Business Days</p>       | <ol style="list-style-type: none"> <li>1. Incident submission</li> <li>2. Incident ticket updates</li> <li>3. Email / Phone updates to submitter</li> <li>4. Incident closure</li> </ol> | <ol style="list-style-type: none"> <li>1. Automated email</li> <li>2. Initial acceptance from assignee group within one business day; updates every two days</li> <li>3. Minimally twice during lifecycle of Incident</li> <li>4. Automated email</li> </ol> |

*Incident/Request Status Definitions:*

| Status                    | Description   |
|---------------------------|---|
| <b>Assigned</b>           | The Incident has been assigned to a support group. The Assignee Field is blank. Most tickets/requests are assigned to the Service Desk first. The Service Desk will analyze, Classify, and prioritize the Incident. The Service Desk will either resolve the incident/request or assign to the correct support group.   |
| <b>Accepted</b>           | Incident has been accepted by the Support Group and been assigned to an individual in the group to resolve the Incident.  |
| <b>Resolved</b>           | The Incident has been fixed with the resolution. The status will change to Resolved with Text in the resolution field and a selection from the menu of Incident/Cause. The Service Desk will confirm the resolution with the customer   |
| <b>Closed</b>             | The Service Desk will confirm Incident closure with the customer. Only the Service Desk staff can close Incidents in ARS. Only Incident Manager or Problem Manager can close Critical-1 priority incidents  |
| <b>Suspended Internal</b> | The Incident is being monitored for future occurrences or the incident is awaiting a vendor action. A specific reason must be provided to set an incident to this status. A date/time must be provided for the incident to come out of this status.   |
| <b>Customer Pending</b>   | MN.IT is awaiting information from the customer before the Incident/Request ticket can be worked further by MN.IT. You are prompted for a specific and concise explanation of what is needed from the customer in order to set an incident to this status. A date/time must be provided for the incident to come out of this status. An email is sent to the customer with the specific details of what MN.IT needs from the customer in order to proceed |



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## Appendix C: Standard IT Service Descriptions

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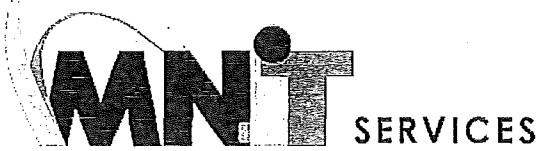


## Standard IT Service Descriptions

The following Standard IT Services have detailed services descriptions on the MN.IT Services website <http://mn.gov/oet/support/> (Support >Agency Documentation).

- Connectivity and Mobility Services
  - Cellular Service Plans and Devices
  - VPN Remote Access
  - Wireless Access Service
- Enterprise Unified Communications and Collaboration Services
  - Audio-Video and Net Conferencing
  - Email
  - Instant Messaging
  - SharePoint
- Facility Services
- Security Services
- Voice Services
- Web Management Services
- Workstation Management





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## Appendix D: Enabling IT Services

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## **Enabling IT Services**

### **Hosting Services: Server Support**

Server Build and Installation: Install requested server

Server Operations: Provide 7 x 24 support of servers

Server Maintenance: Perform standard maintenance and patch management

### **Hosting Services: Storage and Backup Support**

Storage Installation: Install new storage equipment

Storage Operations: Provide 7 x 24 support

Storage Maintenance: Perform standard maintenance and patch management

### **Hosting Services: Facility Services**

Data Center Operations and Management: Data center physical operations and support

### **Connectivity/Network Services: Network Infrastructure**

WAN Management: Provide wide area network services

LAN Management: Provide local area network services

SAN Fabric Services: Provide connection services to storage

### **Connectivity/Network Services: Boundary Defense**

Boundary Defense: Provide security for the networks

### **Connectivity/Network Services: Directory Services**

Active Directory Services: Local active directory services in support of access management

Enterprise Active Directory: Active directory services in support of access management

Domain Name Services: Domain name management

### **Application & Integration Services: Application Development**

Business and Process Analysis: Business process design and analysis

Systems Research and Selection: Review & recommend solutions based on requirements

System Design Application: System design services

System Build Application: System build services

System Testing Application: System testing services

Application Deployment: Deploy approved applications to the environments

### **Application & Integration Services: Application Management**

Business application operations and support (COTS): Support commercial software

### **Application & Integration Services: Database Administration**

Database design: Database design and modeling

Database Implementation: Implement databases

### **Application & Integration Services: Middleware Administration**

Middleware Design: Middleware design services

Middleware Implementation: Implement and support middleware services

### **Application & Integration Services: Data Management**

Records management: Record management services

Information Management: Access to systems information

Reporting and Decision Support: Access to data for reporting and decision support

Business Intelligence: Data analytics in support of the business

### **Security Services: Security Policy**

Program Management: Provide security program policy

Compliance: Provide security compliance support and reviews

Governance: Provide security governance oversight

### **Security Services: Incident Response & Forensics**

Physical Security & Threat Management: Provide facility physical security and threat management

Vulnerability and Threat Management: Manage systems vulnerabilities and threats

End Point Defense: Provide security to end point devices (desktop, mobile)

### **Service Management Services: Service Desk**

User Technical Assistance: Day to day technical assistance to users via the Service Desk

Performance Monitoring and Reporting: Monitoring systems performance and stability

### **Leadership & Supporting Services: IT Supporting Functions**

IT Management: Day to day IT management of services

Strategic Planning: Forward looking strategic planning

Portfolio, Program and Project Management: PMO Services

Financial and Staff Management: Provide financial analysis and support

Governance and Customer Relationship Management: Liaison between IT and Agency Customers

Procurement, Deployment and Decommissioning: Manage purchasing requests

IT Service Continuity: Technology disaster recovery

Detailed service descriptions are available upon request.







# Interagency Agreement State of Minnesota

SWIFT Contract Number: 148034

SWIFT Purchase Order Number: 3-56176

This Agreement is between the Minnesota Department of Public Safety, on behalf the Driver and Vehicle Services division ("DPS") and the Minnesota Department of Human Services ("DHS").

## Agreement

### 1. Term of Agreement

- 1.1 Effective Date. July 1, 2018 or the date the State obtains all required signatures under Minnesota Statutes § 16C.05, subdivision 2, whichever is later.
- 1.2 Expiration Date. June 30, 2019.

### 2. Scope of Work

- 2.1 DHS Responsibilities. DHS will process DPS motor vehicle payment receipts and registration stubs. DPS will provide DHS one stub with two variations, money and non-money.
  - 2.1.1 DHS will conduct a pre-employment background check on all DHS employees who may potentially have access to and/or work with DPS data and funds.
  - 2.1.2 DHS will conduct training on proper data handling and security for all DHS employees who may potentially have access to and/or work with DPS data and funds.
  - 2.1.3 DHS may, at its discretion, use current background checks and data security training processes and, if DHS selects to use current checks and processes, DHS must pre-notify DPS in writing of its decision before implementation.
  - 2.1.4 DHS will control access to the work areas and venues where DPS data is potentially available and funds are processed.
- 2.2 DHS Duties. DHS will perform the following duties:
  - 2.2.1 Programming
    - 2.2.1.1 DHS will prepare proposals and tables in collaboration with DPS for quotes as requested by DPS for programming updates to the receipt processing system.
    - 2.2.1.2 DHS will test motor vehicle stubs and update motor vehicle data files during any program testing phase.
  - 2.2.2 Backup and Data Retrieval
    - 2.2.2.1 DHS will archive images and data processed for DPS. DHS will retain such records for no less than fifteen (15) months.
    - 2.2.2.2 DHS will provide DPS with archive retrieval services – image and data retrieval, printing of images with record of date deposit, batch number, and deposit amount. Retrieval and transmission of information by Internet or Intranet will be the preferred method but the parties agree transmission by fax, e-mail, interoffice or interagency mail are also acceptable means of transmission by DHS to DPS.
    - 2.2.2.3 DHS will back up the DHS system and data daily and provide off-site storage no less than once per week.
    - 2.2.2.4 DHS will not provide an alternative site for processing work pursuant to this Agreement.
  - 2.2.3 Mail
    - 2.2.3.1 DHS will provide daily mail pickup from the U.S. Post Office by armored car service contracted

- by DHS.
- 2.2.3.2 DHS will open and sort mail on regularly scheduled business days.
- 2.2.3.3 DHS will sort incoming mail to determine if vehicle insurance information (the required insurance information is a) insurance company name, b) insurance policy number, and c) insurance policy expiration date) was included in any renewals.
  - 2.2.3.3.1 If renewal includes the required insurance information, DHS will process the transaction as described in this Agreement.
  - 2.2.3.3.2 If renewal is submitted without the required insurance information, DHS will refrain from processing the renewal and return the original source documents, including uncashed checks, to the individual customer with a return letter explaining the statutorily-mandated insurance requirements. DPS will provide DHS with the return letter. DHS will courier the return letter for mailing from the central DHS mail facility. DPS will reimburse DHS for the direct cost corresponding to mailing a return letter.
  - 2.2.3.3.3 All original source documents including uncashed checks returned to the individual customer will be completed in not more than two (2) business days from the day the individual customer renewal was received in the mail at DHS.
- 2.2.4 Scanning
  - 2.2.4.1 DHS will scan motor vehicles stubs and/or checks and produce DPS data file updates.
  - 2.2.4.2 DHS will scan, read, and image one (1) Optical Character Recognition (OCR) line per stub and one (1) Magnetic Ink Recognition (MICR) line on check.
  - 2.2.4.3 DHS will correct unreadable OCR lines through the DHS exception process.
  - 2.2.4.4 DHS will return to DPS within one (1) business day any stubs and corresponding source documents that cannot be processed.
    - 2.2.4.4.1 DHS will, for each type of transaction that is returned to DPS, bundle by rejection reasons as currently processed. Stubs without checks and customer correspondence must be sent by DHS to DPS in an enveloped marked **NOTES**. Checks without stubs or incorrect payments must be sent by DHS to DPS in an envelope marked **CHECKS**. Address changes must be sent by DHS to DPS in an envelope marked **ADDRESSES**.
  - 2.2.4.5 DHS will return to DPS via State courier any single documents within a multiple payment that is incorrect and/or damaged.
- 2.2.5 Address Changes
  - 2.2.5.1 DHS and DPS mutually agree registration renewals which identify an address change will be delivered to the DHS courier pickup station no later than 4:00 p.m. on regularly scheduled business days.
  - 2.2.5.2 DHS and DPS mutually agree the State courier will pick up DHS "kick-outs" on regularly scheduled business days at the courier pickup station and deliver them to the PDS mailroom by morning of the next regularly scheduled business day.
- 2.2.6 Bank Deposits
  - 2.2.6.1 DHS will submit an imaged deposit of checks and money orders to bank for deposit. Deposit includes endorsement, encoding, and deposit information to bank depository designated by DPS.
  - 2.2.6.2 DHS will handle all endorsement, encoding, deposit, and delivery of checks, money orders, and cash that could not be processed by scanning system. Such delivery will be to a bank depository designated by DPS using an armored transport service contracted by DHS.
  - 2.2.6.3 DHS will limit a single deposit to no more than 9,999 items. Any deposit of 10,000 or more items will be reduced to assure no deposit includes more than 9,999 items.
  - 2.2.6.4 DHS and DPS mutually agree the Common Inbound Transaction Architecture (CITA) file and bank deposit must match and reconcile daily.
    - 2.2.6.4.1 DHS and DPS mutually agree that should a discrepancy between the cash and checks received by DHS and the funds deposited to the DPS-designated bank depository occur, DHS will provide copies of the documents necessary to reconcile the funds. DHS will also notify the State Treasurer's office and the designated Driver and Vehicle Services' cashier supervisor by email the same business day.
  - 2.2.6.5 DHS will provide a daily report of the receipts and stubs using "Client Total" items reported format submitting a soft or hard copy of the report to the designated DPS employee.
  - 2.2.6.6 DHS will update the DPS data files produced and uploaded in a process defined by DPS

between 12:00 p.m. (noon) and 4:30 p.m. on each regularly scheduled business day.

- 2.2.6.7 DHS will, within one (1) regularly scheduled business day, receipt and complete all DPS work including money and non-money stubs, with DPS money stub mail receiving first priority over DPS non-money stub mail. DHS will deposit all receipts to the DPS-designated bank depository on a cash basis within the state fiscal year of receipt.

3. **Consideration and Payment**

- 3.1 **Consideration** for all services performed by DHS pursuant to this Agreement shall be paid by DPS as follows: DPS will pay DHS a sum of zero cents (\$0.00) per stub and thirty-two cents (\$0.32) per receipt item processed. A stub is defined as a motor vehicle registration renewal notice. A receipt is defined as a check, money order, or cashier's check. A stub and receipt service charge shall not exceed thirty-two cents (\$0.32) per combined stub and check processed. Further, DPS will pay DHS a sum of thirty-nine cents (\$0.39) per returned payment requiring further information to continue processing.

- 3.1.1 **Pricing.** All prices shall remain as identified in clause 3.1 or reduced during the term of this Agreement. DPS and DHS mutually agree that price decreases may be negotiated based on demonstrated decreases in DHS costs and expenses pursuant to this Agreement.

- 3.2 **Payment.** Payment by DPS shall promptly pay DHS after DHS submits an itemized invoice for services satisfactorily performed and the DPS Authorized Representative accepts the invoiced services. DHS shall submit invoices in arrears not more than monthly and within thirty (30) calendar days of the period covered by the invoice. DHS shall submit the final invoice pursuant to this Agreement no later than July 31, 2019. Payment by DPS to DHS shall be made through an interagency payment to the accounting string as specified on the DHS invoice.

4. **Conditions of Payment**

All services provided by DHS under this Agreement must be performed to the satisfaction of DPS as determined at the sole discretion of the DPS Authorized Representative.

5. **Authorized Representatives**

The DPS Authorized Representative is the following individual or his successor:

Name: Thomas Henderson, Vehicle Services Program Director  
Address: Department of Public Safety; Driver & Vehicle Services  
445 Minnesota Street, Suite 185  
Saint Paul, MN 55101  
Telephone Number: 651.201.7654  
E-mail Address: [thomas.henderson@state.mn.us](mailto:thomas.henderson@state.mn.us)

The DPS Representative, or his successor, has the responsibility to monitor the performance of DHS and the authority to accept the services provided under this Agreement. If the services are satisfactory, the DPS Authorized Representative will certify acceptance on each invoice submitted for payment.

The DHS Authorized Representative is the following individual or her successor:

Name: Terri Engel, Accounting Operations Manager  
Address: Department of Human Services  
540 Cedar Street  
St. Paul, MN 55155  
Telephone Number: 651.431.4213  
E-mail Address: [terri.engel@state.mn.us](mailto:terri.engel@state.mn.us)

If the DHS Representative changes at any time during this Agreement, DHS must notify the DPS Authorized Representative in writing/e-mail within ten (10) calendar days.

6. **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.

7. **Liability**

Each party will be responsible for its own acts and behavior and the results thereof.

8. **Termination**

Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to the other party.

9. **Data Practices**

Each party must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, US Code title 18 § 2721, and Minnesota Statutes Chapter 168, as these apply to all data provided by DPS under this Agreement, and as these apply to all data created, collected, received, stored, used, and maintained by DHS under this Agreement. The civil remedies of Minnesota Statutes Chapter 13.08 apply to the release of the data referred to in this clause by either party.

If DHS receives a request to release the data referred to in this clause, DHS must immediately notify DPS. DPS will give DHS written instructions concerning the release of the data to the requesting party before the data is released.

DHS is responsible for providing adequate supervision and training to its employees to ensure compliance with the Minnesota Government Data Practices Act and all applicable state and federal laws, and implement security measures to ensure against a data breach.

No private or confidential data collected, maintained, or used in the course or performance of this agreement shall be disseminated.

1. **STATE ENCUMBRANCE VERIFICATION**

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

Signed: 

Date: 9-20-18

3. **DEPARTMENT OF HUMAN SERVICES**

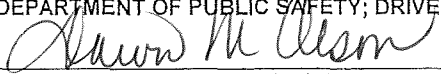
By: 

(with delegated authority)

Title: Financial Operations Director

Date: 9-20-2018

2. **DEPARTMENT OF PUBLIC SAFETY; DRIVER AND VEHICLE SERVICES**

By: 

(With delegated authority)

Title: DVS Director

Date: 9/27/18

# Interagency Agreement Amendment 1 State of Minnesota

SWIFT Contract Number: 104951

SWIFT Purchase Order Number: 3000038707

|                            |                   |                              |                     |
|----------------------------|-------------------|------------------------------|---------------------|
| Agreement Start Date:      | <u>01/01/2016</u> | Total Agreement Amount:      | <u>\$121,781.77</u> |
| Original Expiration Date:  | <u>01/31/2017</u> | Original Agreement:          | <u>\$112,384.08</u> |
| Current Expiration Date:   | <u>01/31/2017</u> | Previous Amendment(s) Total: | <u>\$ 0.00</u>      |
| Requested Expiration Date: | <u>06/30/2017</u> | This Amendment:              | <u>\$ 9,397.69</u>  |

This Amendment is between the Minnesota Department of Natural Resources, Division of Forestry ("MN DNR"), and the Minnesota Board of Fire Fighter Training and Education ("MBFTE").

## Recitals

1. MN DNR and MBFTE have an interagency agreement identified as SWIFT contract 104951 ("Original Agreement") for MN DNR to arrange and host three (3) fire leadership training events on behalf of and for the benefit of MBFTE.
2. MBFTE needs to increase its reimbursement to MN DNR for its services.
3. MN DNR and MBFTE mutually agree to amend the Original Agreement as stated below.

## Agreement Amendment

In this Amendment, changes to pre-existing Agreement language will use ~~strike-through~~ for deletions and underlining for insertions.

**REVISION 1.** Clause 1, **Term of Agreement**, is amended as follows:

### 1 Term of Agreement

- 1.1 **Effective Date.** January 1, 2016 or the date the State obtains all required signatures under Minnesota Statutes § 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration Date.** ~~January 31, 2017~~ June 30, 2017 or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**REVISION 2.** Clause 3, **Consideration and Payment**, is amended as follows:

### 3 Consideration and Payment

MBFTE will reimburse MN DNR after each training event upon the submittal of an invoice.

The total obligation of MBFTE for all compensation and reimbursements to MN DNR under this agreement will not exceed ~~\$112,384.08~~ One Hundred Twenty One Thousand Seven Hundred Eighty One and 77/100 Dollars (\$121,781.77).

The Original Agreement and any previous amendments are incorporated into this amendment by reference; and except as amended herein, the terms and conditions of the Original Agreement and all previous amendments remain in full force and effect.

**1. STATE ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minnesota Statutes §§16A.15 and 16C.05.*

Signed: Larry James

Date: 12/5/16

SWIFT PO No.: 3000038707

**3. DEPARTMENT OF NATURAL RESOURCES**

Signed: [Signature]  
(with delegated authority)

Title: Regional Director

Date: 11-22-16

**2. MINNESOTA BOARD OF FIRE FIGHTER TRAINING AND EDUCATION**

Signed: [Signature]  
(with delegated authority)

Title: Executive Director

Date: 12-12-16

# Interagency Agreement Amendment 2

## State of Minnesota

SWIFT Contract Number: 104951

SWIFT Purchase Order Number: 3000038707

|                            |                   |                              |                     |
|----------------------------|-------------------|------------------------------|---------------------|
| Agreement Start Date:      | <u>01/01/2016</u> | Total Agreement Amount:      | <u>\$285,780.77</u> |
| Original Expiration Date:  | <u>01/31/2017</u> | Original Agreement:          | <u>\$112,384.08</u> |
| Current Expiration Date:   | <u>06/30/2017</u> | Previous Amendment(s) Total: | <u>\$ 9,397.69</u>  |
| Requested Expiration Date: | <u>06/30/2019</u> | This Amendment:              | <u>\$163,999.00</u> |

This Amendment is between the Minnesota Department of Natural Resources, Division of Forestry ("MN DNR"), and the Minnesota Board of Fire Fighter Training and Education ("MBFTE").

### Recitals

1. MN DNR and MBFTE have an interagency agreement identified as SWIFT contract 104951 ("Original Agreement") for MN DNR to arrange and host three (3) fire leadership training events on behalf of and for the benefit of MBFTE.
2. MBFTE needs to increase the number of leadership training events to be arranged and hosted by MN DNR.
3. MN DNR and MBFTE mutually agree to amend the Original Agreement as stated below.

### Agreement Amendment

In this Amendment, changes to pre-existing Agreement language will use ~~strike-through~~ for deletions and underlining for insertions.

**REVISION 1.** Clause 1, **Term of Agreement**, is amended as follows:

**1 Term of Agreement**

- 1.1 **Effective Date.** January 1, 2016 or the date the State obtains all required signatures under Minnesota Statutes § 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration Date.** ~~June 30, 2017~~ June 30, 2019 or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**REVISION 2.** Clause 2, **Scope of Work**, is amended as follows:

**2 Scope of Work**

MN DNR will arrange and host ~~three~~ six fire leadership training events comprised of the following classes: L-381 Incident Leadership, L-481 Advanced Leadership for Command and General Staff, and L-380 Fire Service/Line Leadership. These classes are part of the NWCG Leadership Curriculum. MBFTE has established standards under which reimbursement will be provided for accredited training and education. MN DNR will arrange for the training and training related expenses for each training event.

**REVISION 3.** Clause 3, **Consideration and Payment**, is amended as follows:

**3 Consideration and Payment**

MBFTE will reimburse MN DNR after each training event upon the submittal of an invoice.

The total obligation of MBFTE for all compensation and reimbursements to MN DNR under this agreement will not exceed ~~One Hundred Twenty One Thousand Seven Hundred Eighty One and 77/100 Dollars (\$121,781.77)~~ Two Hundred Eighty Five Thousand Seven Hundred Eighty and 77/100 Dollars (\$285,780.77).

The Original Agreement and any previous amendments are incorporated into this amendment by reference; and except as amended herein, the terms and conditions of the Original Agreement and all previous amendments remain in full force and effect.



**1. STATE ENCUMBRANCE VERIFICATION**

Individual certifies that funds have been encumbered as required by Minnesota Statutes §§16A.15 and 16C.05.

Signed: Larry Freund

Date: 8/17/17

SWIFT PO No.: 3000038707

**3. DEPARTMENT OF NATURAL RESOURCES**

Signed: [Signature]  
(with delegated authority)

Title: Deputy Director

Date: 8-16-17

**2. MINNESOTA BOARD OF FIRE FIGHTER TRAINING AND EDUCATION**

Signed: [Signature]  
(with delegated authority)

Title: Executive Director

Date: 8-16-17



## STATE OF MINNESOTA INTERAGENCY AGREEMENT

This agreement is between the Minnesota Departments of Natural Resources (MN DNR), Division of Forestry and the Minnesota Board of Fire Fighter Training and Education (MBFTE).

### Agreement

#### 1 Term of Agreement

- 1.1 **Effective date:** January 1, 2016, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** January 31, 2017, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

#### 2 Scope of Work

MN DNR will host three fire leadership training events, L-381 Incident Leadership, L-481 Advanced Leadership for Command and General Staff, and L-380 Fire Service/Line Leadership. These classes are part of the NWCG Leadership Curriculum. MBFTE has established standards under which reimbursement will be provided for accredited training and education. MN DNR will arrange for the training and training related expenses for each training event.

#### 3 Consideration and Payment

MBFTE will reimburse MN DNR after each training event upon the submittal of an invoice.

The total obligation of MBFTE for all compensation and reimbursements to MN DNR under this agreement will not exceed \$112,384.08.

#### 4 Conditions of Payment

All services provided by MN DNR under this agreement must be performed to MBFTE's satisfaction, as determined at the sole discretion of MBFTE's Authorized Representative.

#### 5 Authorized Representative

MN DNR's Authorized Representative is Todd Manley, Fire Training and Agency Certification Coordinator, 402 SE 11<sup>th</sup> Street, Grand Rapids, MN 55744, (218) 322-2683, [todd.manley@state.mn.us](mailto:todd.manley@state.mn.us), or his/her successor.

MBFTE's Authorized Representative is Steve Flaherty, Executive Director, 455 Minnesota St., Suite 146, St. Paul, MN 55101, (651) 201-7258, [steve.flaherty@state.mn.us](mailto:steve.flaherty@state.mn.us).

#### 6 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.

#### 7 Liability


Each party will be responsible for its own acts and behavior and the results thereof.

## 8 Termination

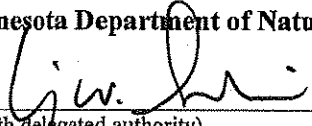
Either party may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

### 1. STATE ENCUMBRANCE VERIFICATION

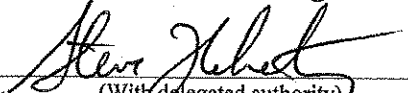
*Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.*

Signed:   
Date: 1/13/15  
PO 333338707

### 3. Minnesota Department of Natural Resources

By:   
(with delegated authority)  
Title: Deputy Director  
Date: 1-19-16

### 2. Minnesota Board of Fire Fighter Training and Education

By:   
(With delegated authority)  
Title: Executive Director  
Date: 1-13-16

# Interagency Agreement Amendment 1 State of Minnesota

SWIFT Contract Number: **101463**  
SWIFT Purchase Order Number: **3000043543**

|                            |                   |                              |                     |
|----------------------------|-------------------|------------------------------|---------------------|
| Agreement Start Date:      | <u>07/01/2015</u> | Total Agreement Amount:      | <u>\$384,000.00</u> |
| Original Expiration Date:  | <u>06/30/2017</u> | Original Agreement:          | <u>\$192,000.00</u> |
| Current Expiration Date:   | <u>06/30/2017</u> | Previous Amendment(s) Total: | <u>\$ 0.00</u>      |
| Requested Expiration Date: | <u>06/30/2019</u> | This Amendment:              | <u>\$192,000.00</u> |

This amendment is by and between the Minnesota Department of Public Safety, acting on behalf of the Office of Justice Programs ("DPS") and the Minnesota Department of Corrections ("DOC").

## Recitals

1. DPS and DOC have an interagency agreement identified as SWIFT contract 101463 ("Original Agreement") corresponding to End of Confinement as it relates to Minnesota Statutes §§ 242.052-244.053.
2. DPS and DOC wish to extend the Original Agreement two (2) additional years.
3. DPS and DOC mutually agree to amend the Original Agreement as stated below.

## Agreement Amendment

In this Amendment, changes to pre-existing Agreement language will use ~~strike-through~~ for deletions and underlining for insertions.

**REVISION 1.** Clause 1, **Term of Agreement**, is amended as follows:

**1 Term of Agreement**

- 1.1 **Effective Date.** July 1, 2015 or the date the State obtains all required signatures under Minnesota Statutes § 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration Date.** ~~June 30, 2017~~ June 30, 2019 or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**REVISION 2.** Clause 3, **Consideration and Payment**, is amended as follows:

- 3 DOC will invoice DPS quarterly and in arrears for an amount not to exceed **Twenty Four Thousand and 00/100 Dollars (\$24,000.00)**. DOC shall provide quarterly data reports to DPS at the time the invoice is submitted.

The total obligation of DPS for all compensation and reimbursements to DOC under this Agreement will not exceed ~~One Hundred Ninety Two Thousand and 00/100 Dollars (\$192,000.00)~~ Three hundred eighty four thousand and 00/100 Dollars (\$384,000.00).

Except as amended herein, the terms and conditions of the Original Agreement and all previous amendments remain in full force and effect.

**1. STATE ENCUMBRANCE VERIFICATION**

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

Signed: Rita Anafolda

Date: 5/12/17

SWIFT PO Number: 3000043543

**2. DEPARTMENT OF CORRECTIONS**

By: [Signature]  
(With delegated authority)

Title: Deputy Commissioner

Date: 5/9/2017

**3. DEPT. OF PUBLIC SAFETY; OFFICE OF JUSTICE PROGRAMS**

By: Raene Magnusen  
(With delegated authority)

Title: Director

Date: 5/12/17

ORIGINAL

# Interagency Agreement

State of Minnesota

SWIFT Contract Number: 101463

SWIFT Purchase Order Number: 3000036994

43543

This agreement is between the Minnesota Department of Public Safety (DPS) and the Minnesota Department of Corrections (DOC).

## Agreement

---

### 1 Term of Agreement

1.1 **Effective Date.** July 1, 2015, or the date the State obtains all required signatures under Minnesota Statutes § 16C.05, subdivision 2, whichever is later.

1.2 **Expiration Date.** June 30, 2017, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

### 2 Scope of Work

2.1 DPS will provide funding support to DOC to perform the following duties and responsibilities:

- a. Coordinate post-conviction advocacy services to victims as they relate to community notification and representation on the **End of Confinement Review Committee**;
- b. Provide victim representation in **End of Confinement Review** hearings;
- c. Provide compliance with statutory crime victim notification requirements as they relate to MN Statutes 242.052-244.053; and
- d. Coordinate with law enforcement for victim notification in predatory offender cases.

2.2 DOC will submit to DPS quarterly data reports related to services provided under this Agreement.

### 3 Consideration and Payment

DOC will invoice DPS quarterly and in arrears for an amount not to exceed **Twenty Four Thousand and 00/100 Dollars (\$24,000.00)**. DOC shall provide quarterly data reports to DPS at the time the invoice is submitted.

The total obligation of DPS for all compensation and reimbursements to DOC under this Agreement will not exceed **One Hundred Ninety Two Thousand and 00/100 Dollars (\$192,000.00)**

### 4 Conditions of Payment

All services provided by DOC under this Agreement must be performed to DPS's satisfaction, as determined at the sole discretion of DPS's Authorized Representative.

### 5 Authorized Representatives

DPS's Authorized Representative is Raeone Magnuson, Executive Director, Office of Justice Programs, 445 Minnesota Street, Suite 2300, Saint Paul, MN 55101, 651-201-7305, [raeone.magnuson@state.mn.us](mailto:raeone.magnuson@state.mn.us), or her successor.

DOC's Authorized Representative is Ron Solheid, Deputy Commissioner, 1450 Energy Park Drive, Suite 200, Saint Paul, MN 55108, 651-361-7234, [ron.solheid@state.mn.us](mailto:ron.solheid@state.mn.us), or his successor.

### 6 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.



**7 Liability**

Each party will be responsible for its own acts and behavior and the results thereof.

**8 Termination**

Either party may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

**1. STATE ENCUMBRANCE VERIFICATION**

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

Signed: 

Date: 10-14-2015

SWIFT PO Number: 36991

**2. DEPARTMENT OF CORRECTIONS**

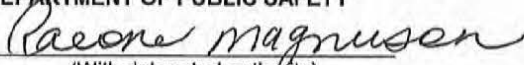
By: 

(With delegated authority)

Title: Deputy Commissioner

Date: 7/11/16

**3. DEPARTMENT OF PUBLIC SAFETY**

By: 

(With delegated authority)

Title: Director

Date: 1-15-14

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

Federal Project Number: N/A  
State Project Number (S.P.): 8816-2038  
Trunk Highway Number (T.H.): I-35E, I-35W, I-394  
Project Identification: MnPASS Enforcement Team

This Agreement is between the Minnesota Department of Transportation ("Mn/DOT") and the Minnesota Department of Public Safety, acting through the Minnesota State Patrol ("MSP").

**Agreement****1 Term of Agreement**

- 1.1 Effective Date:** This Agreement will be effective on the date signed by all necessary State officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2 Expiration Date:** This Agreement will expire on August 31, 2018.
- 1.3 Exhibits:** Exhibits A through C are attached and incorporated into this Agreement.

**2 Scope of Work**

- 2.1** The structure of the MnPASS Enforcement Team includes the following:
- 2.1.1** Four Minnesota State Patrol Troopers (FTE)  
One Minnesota State Patrol Station Sergeant (FTE)  
One Minnesota State Patrol Lieutenant (FTE)
  - 2.1.2** The six members of the Minnesota State Patrol will be assigned to a fulltime MnPASS Enforcement Team. The Team will work Monday thru Friday (day or afternoon shift; 40-hour work week) defined as follows:
    - Day shift: 5:00am – 1:00pm
    - Afternoon shift: 1:00pm – 9:00pm
  - 2.1.3** MSP will provide enforcement services for MnPASS High Occupancy Toll (HOT) lanes during hours of operations. The hours of operation for enforcement of the MnPASS lanes are as follows:
    - I-35E 6:00am - 10:00am, 3:00pm – 7:00pm
    - I-35W 6:00am - 10:00am, 3:00pm – 7:00pm
    - I-394 6:00am - 10:00am, 2:00pm – 7:00pm
  - 2.1.4** MSP is not required to provide enforcement on holidays and is not required to cover positions with overtime to cover for other staff on sick or vacation time.
- 2.2** MnDOT fiscal obligations include the following:
- 2.2.1** Academy training costs:
    - 2.2.1.1** Hiring Process (testing costs, medical evaluation, psych evaluation, etc.)
    - 2.2.1.2** Wages, benefits and comp time during the academy
    - 2.2.1.3** Housing, meals and rental costs at Camp Ripley
  - 2.2.2** FTE compensation and benefits of: one Lieutenant, one Station Sergeant and four Troopers
    - Regular salaries compensation and overtime as needed.
    - Includes pay for sick, vacation and holiday, with the exclusion of severance for these six designated employees
  - 2.2.3** Initial squad vehicle purchases of two per fiscal year beginning in January 2016. MSP will identify current squad vehicles in their fleet to utilize prior to the next new squad vehicles to be purchased. Other squad vehicle related items:
    - 2.2.3.1** Squad vehicle replacement, which will be communicated between MnDOT and MSP to occur at reasonable/average intervals based on mileage, appearance and acceptable



- operation/maintenance costs.
  - 2.2.3.2 Squad vehicle build expenses.
  - 2.2.3.3 Annual squad vehicle maintenance and fuel expenses
  - 2.2.3.4 Replacement of non-functioning, lost, damaged or stolen equipment (to include squad vehicles).
  - 2.2.3.5 MnDOT to recoup/recover the sale price of squad vehicles which MnDOT purchased
  - 2.2.3.6 Any MnPASS related repairs to squad vehicle equipment
  - 2.2.4 Uniforms and equipment (following MSP issuance policy) for the six FTE positions
  - 2.2.5 Overtime expenses. Including but not limited to:
    - 2.2.5.1 Court Appearances
    - 2.2.5.2 Training
    - 2.2.5.3 Shift Extensions (for various reasons/circumstances)
  - 2.2.6 Air card and smart phone monthly service
  - 2.2.7 Freeway pay for all six Team members
- 2.3 MnPASS Enforcement Team obligations outside of dedicated MnPASS hours include but are not limited to:
- 2.3.1 Maintain safe roadways in and around the MnPASS lanes
  - 2.3.2 Complete reports, activity logs, self-time entry, and statistical data
  - 2.3.3 Attend meetings and informational sessions
  - 2.3.4 Maintain squad vehicles
  - 2.3.5 Complete administrative duties
  - 2.3.6 Complete POST required training
  - 2.3.7 Appear and testify at court when required
  - 2.3.8 Provide MnPASS training for other troopers
  - 2.3.9 Set up enforcement detail, saturations and events for future shifts
  - 2.3.10 Provide enforcement saturations as coordinated between MnDOT and MSP
- 2.4 MSP obligations include the following:
- 2.4.1 Ensure a fully operational Team of one Lieutenant, one Station Sergeant, four Troopers and backfill any vacated positions.
  - 2.4.2 Accept liability with all fulltime employees working on this project.
  - 2.4.3 Ensure all Minnesota State Patrol Troopers participating in this program are Peace Officers Standards and Training Board (POST) licensed as provided by Minnesota law.
    - 2.4.3.1 MSP will provide required annual training.
    - 2.4.3.2 MSP will provide any POST-required education.
    - 2.4.3.3 MSP will administer the selection and management of the Minnesota State Patrol Troopers working within this agreement.
    - 2.4.3.4 Exhibit A is the current MSP issuance policy. MnDOT must be provided an updated copy when it changes.
  - 2.4.4 Ensure all Minnesota State Patrol Troopers participating in this program work proactively in and around dedicated MnPASS lanes.
  - 2.4.5 Review enforcement activity to ensure best practices and work efficiency.
  - 2.4.6 Participate in public information and media efforts with Mn/DOT's Enforcement Coordinator as needed.
  - 2.4.7 Ensure law enforcement officers providing services under this Agreement are employees of the Minnesota State Patrol.
- 2.5 Other MSP obligations include:
- 2.5.1 Metro office space and parking to be determined by MSP
  - 2.5.2 Captain and Central Headquarters involvement (salary)
  - 2.5.3 Lieutenant on-call pay (one day per week)
  - 2.5.4 Manage administrative duties, payroll, scheduling, etc.



- 2.5.5 Severance for MnPASS Enforcement Team staff
- 2.5.6 One Radio Communication Operator

### 3 Consideration and Payment

3.1 Compensation for this Agreement applies to enforcement services provided for the HOT lanes during the following weekday hours:

Day shift: 5:00 am – 1:00 pm

Afternoon shift: 1:00 pm – 9:00 pm

Plus any special enforcement saturations agreed upon by MSP and MnDOT.

- 3.2 MSP will not bill MnDOT for expenses in Exhibit B, Part 1. Costs incurred will be charged directly to MnDOT's budget under the Interagency Request for State Employee Services, Exhibit C. MSP will provide a monthly schedule showing which troopers are assigned to each corridor. MSP will promptly correct any erroneous charges to MnDOT's budget.
- 3.3 MSP will submit invoices for expenses in Exhibit B, Part 2 using the frequency noted. MSP will create and enter an invoice in SWIFT. MnDOT will make payment using the bilateral netting process in SWIFT.
- 3.4 Budget categories in Exhibit B should not exceed their amount without written mutual agreement between parties to move an amount between categories.
- 3.5 The total obligation of MnDOT for all compensation and reimbursements to MSP under this Agreement will not exceed \$2,622,311.

### 4 Conditions of Payment

- 4.1 All services provided by MSP under this Agreement must be performed to MnDOT's satisfaction, as determined at the sole and reasonable discretion of MnDOT's Authorized Representative.
- 4.2 MnDOT will promptly pay all valid obligations under this Agreement as required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 days after receiving MSP's invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify MSP within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay MSP within 30 days of receipt of such invoice.
- 4.3 MSP must submit the signed invoice, the signed progress report and all required supporting documentation, for review and payment, to MnDOT's Metro District Accounts Payable, at MetroWEAccountsPayable.DOT@state.mn.us. Invoices will not be considered "received" within the meaning of Minnesota Statutes §16A.124 until the signed documents are received by MnDOT's Metro District Accounts Payable.

### 5 Agreement Personnel

5.1 MnDOT's Authorized Representative will be:

Name: Mark Hagen (or his successor)  
Title: Senior Consultant Administrator  
Address: Minnesota Department of Transportation  
1500 West County Road B-2  
Roseville, MN 55113  
Telephone: (651) 234-7686  
Fax: (651) 234-7689  
E-Mail: mark.hagen@state.mn.us

5.2 MnDOT's Project Manager will be:

Name: Morris Luke, P.E. (or his successor)  
Title: MnPASS Operations Engineer  
Address: Minnesota Department of Transportation  
Telephone: (651) 234-7028  
E-Mail: morris.luke@state.mn.us

**5.3 MSP's Authorized Representative will be:**

Name: Lieutenant Jason Bartell (or his successor)  
Title: Lieutenant  
Address: Minnesota State Patrol  
District 2500  
2005 North Lilac Drive  
Golden Valley, MN 55422  
Telephone: (763) 279-4561  
E-Mail: jason.bartell@state.mn.us

**6 Amendments**

6.1 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.

**7 Liability**

7.1 Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

**8 Termination**

8.1 Either party may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party.

**9 Plain Language; Accessibility Standards**

9.1 **Plain Language.** MSP must provide all deliverables in "Plain Language". Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 14-07, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, MSP will take the following steps in the deliverables:

- Use language commonly understood by the public;
- Write in short and complete sentences;
- Present information in a format that is easy-to-find and easy-to-understand; and
- Clearly state directions and deadlines to the audience.

9.2 **Accessibility Standards.** MSP agrees to comply with the State of Minnesota's Accessibility Standard ([http://mn.gov/oet/images/Stnd\\_State\\_Accessibility.pdf](http://mn.gov/oet/images/Stnd_State_Accessibility.pdf)) for all deliverables under this agreement. The State of Minnesota's Accessibility Standards entail, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 of the Rehabilitation Act, as amended. MSP's compliance with the State of Minnesota's Accessibility Standard includes, but is not limited to, the specific requirements as follows:

- All videos must include closed captions, audio descriptions and a link to a complete transcript;
- All documents, presentations, spreadsheets and other material must be provided in an accessible format. In addition, MSP will provide native files in an editable format. Acceptable formats include InDesign, Word and Excel; and
- All materials intended for downloading and printing such as promotional brochures, must be labeled as such and the content must additionally be provided in an accessible format.

*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK*

**MnDOT ENCUMBRANCE VERIFICATION**

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05

Signed: [Signature]

Date: December 23<sup>rd</sup>, 2015

SWIFT Contract (SC) ID No. 104519

Purchase Order (PO) ID No. 3000277245

**DEPARTMENT OF PUBLIC SAFETY  
MINNESOTA STATE PATROL**

By: [Signature]

Title: COLONEL, CITE&F

Date: 1-7-16

**MnDOT**

By: [Signature]  
(with delegated authority)

Title: Asst. Commissioner

Date: 1/12/16

**MnDOT CONTRACT MANAGEMENT**

By: [Signature]

Title:

Date: 1/12/10



## Exhibit A

## GENERAL ORDER



|                              |  |                      |           |
|------------------------------|--|----------------------|-----------|
| <b>Effective:</b>            | February 20, 2015                              | <b>Number:</b>       | 15-30-013 |
| <b>Subject:</b>              | UNIFORM AND EQUIPMENT ISSUE/TURN-IN (TROOPERS) |                      |           |
| <b>Reference:</b>            | General Orders 30-003, 30-008, and 30-010      |                      |           |
| <b>Special Instructions:</b> | Rescinds General Order 12-30-013               | <b>Distribution:</b> | A,B,C     |

**I. POLICY**

The policy of the Minnesota State Patrol is to maintain a high regard for the accountability of the uniforms and equipment utilized by State Patrol Troopers. This General Order establishes the procedure for the issuance, replacement, and turn-in of uniforms and other personal equipment for all members.

**II. PROCEDURE FOR ORIGINAL ISSUES**

- A. During State Patrol Trooper Candidate School, a representative will size each candidate and submit the size records to the Department of Public Safety (DPS) Warehouse.
- B. Each trooper candidate may be eligible to be issued the items listed in Addendum 1.

**III. PROCEDURE FOR REPLACEMENT UNIFORM AND EQUIPMENT ORDERS**

- A. Troopers will be allowed replacement items per the schedule below, to be provided as necessary in the month corresponding with the last digit of their badge number as shown below. Replacement of items outside of this sequence must be justified on the requisition form.

| Last Digit | Month | Last Digit | Month | Last Digit | Month | Last Digit | Month | Last Digit | Month |
|------------|-------|------------|-------|------------|-------|------------|-------|------------|-------|
| 0          | March | 2          | May   | 4          | July  | 6          | Sept  | 8          | Nov   |
| 1          | April | 3          | June  | 5          | Aug   | 7          | Oct   | 9          | Dec   |

1. Annually:
  - 2 Shirts (any combination, short or long sleeve)
  - 2 Trousers
  - 1 Mock Turtleneck
  - 1 Trooper Hat, Straw
  - 1 Necktie
2. Every two years:
  - 1 Trooper Hat, Felt
3. Every three years:
  - 1 Maroon Mid-Season Jacket
  - 1 Maroon Parka
  - 1 Maroon All-Season Pant w/Liner
  - 1 Maroon Severe Weather Hat
- B. District/Section Commanders or their designee are to order the items described in this General Order and Addendum by submitting requisitions (include the stock numbers and description for each item) directly to the DPS Warehouse by e-mail. All personnel are to be responsible for current uniform sizes and street addresses for delivery (P.O. Boxes are not sufficient information for use by delivery services).

**Exhibit A**

15-30-013

Page 2 of 2

- C. Upon receipt of uniform items, the member shall ensure that all items fit properly and are free from any manufacturer's defects. Members must return any unsatisfactory items within 14 days of receipt for replacement. The packing slip must be attached to any returned items. Specify if a new size is needed.
- D. Whenever an item appears defective because of improper manufacture or faulty materials, it shall be returned (with original tags if applicable) to the DPS Warehouse, along with a request for replacement and a description of the problem.
- E. Stolen, lost, damaged or worn out equipment will be replaced by requisition and a brief memo to the appropriate District/Section Commander, explaining the circumstances of the replacement. See General Order 30-003 (Equipment, Use and Care) for information regarding reporting requirements.

**IV. PROCEDURE FOR TURN-IN OF EQUIPMENT AND UNIFORM PARTS**

- A. On or before the last day of employment, all members shall turn-in to their District/Section Commander all issued equipment (new and used) listed on Addendum 1 of this General Order.
- B. The District/Section Commander (or designee) shall deliver all uniforms and equipment listed on the turn-in sheet addendums as directed below. All items shall be returned from the district to the DPS Warehouse within one month of the last day of employment. A copy of the completed turn-in sheets shall be included with all uniforms and equipment returned to the DPS Warehouse.
  - Addendum 1 (Personal Uniform and Equipment Turn-in)
  - Addendum 2 (Electronic Equipment Turn-in)
  - Addendum 3 (Firearms Related Equipment Turn-in)
  - All firearms are to be turned in unloaded and in safe condition.
- C. The District/Section Commander will verify all squad equipment on Addendum 4 has been accounted for and turned in at the District Office. A copy of the completed turn-in sheet (Addendum 4) must be returned to the Fleet/Asset Lt. within one week of turn in. No parts or equipment will be traded or swapped without prior approval from HQ Fleet Section.
- D. Specialty Unit Commanders such as SRT, RRT, MFF, K-9, Recon, DRE, NAST (4700), VCU, Flight, and Honor Guard are responsible for insuring the collection of all issued equipment to members previously performing these duties.

**V. PROCEDURE FOR REPLACEMENT OF EQUIPMENT**

Any items that are not turned in within 30 days of the last day of employment will be charged to the appropriate district. The DPS Warehouse shall maintain an up-to-date record of the issue, receipt and correct size of each item of uniform and equipment for each member. The DPS Warehouse shall also determine that each individual orders and/or receives only the items eligible for issue as outlined in Addendum 1 of this General Order.

**Approved:**

SIGNED 2/20/2015

**Colonel Matthew Langer, Chief  
Minnesota State Patrol**



## Exhibit A

## MINNESOTA STATE PATROL

Addendum 1

Number: 15-30-013

## PERSONAL UNIFORM AND EQUIPMENT TURN-IN

\*\*Unless otherwise indicated, all items issued, both new and used, must be returned to the DPS warehouse\*\*

## UNIFORM ITEMS AND PATROL UNIT EQUIPMENT

| Item   | Stock # | Quantity Eligible | Quantity Returned | Explanation        |
|--|---------|-------------------|-------------------|--------------------|
| <b>ACCIDENT INVESTIGATION &amp; DAILY USE</b>        |         |                   |                   |                    |
| Accident Template                                    | 03-5005 | 1                 |                   |                    |
| Binder - General Order                               | 03-6071 | 1                 |                   |                    |
| Form Holder (Aluminum)                               | 03-8075 | 1                 |                   |                    |
| Measuring Tape 25 Foot                               | 03-5087 | 1                 |                   |                    |
| Measuring Tape 100 Foot                              | 03-5089 | 1                 |                   |                    |
| Measuring Wheel (Roll-a-Tape)                        | 03-5090 | 1                 |                   |                    |
| Spray Paint Wand                                     | 03-5099 | 1                 |                   |                    |
| Ticket Book Holder (Aluminum/Small)                  | 03-8076 | 1                 |                   |                    |
| Ticket Book Holder (Aluminum/Large, Henn. Co style)  | 03-8077 | 1                 |                   |                    |
| Forms -1801/1821                                     |         | Varies            |                   | Retain at District |
| <b>AUTOMOTIVE TRUNK EQUIPMENT</b>                    |         |                   |                   |                    |
| Barcode Scanner                                      | 01-1020 | 1                 |                   |                    |
| Code Reader  | 01-1010 | 1                 |                   |                    |
| Duty Bag (Cold Weather)                              | 03-8050 | 1                 |                   |                    |
| Extension Cord 50 Foot                               | 01-4022 | 1                 |                   |                    |
| Fire Extinguisher                                    | 01-4024 | 1                 |                   |                    |
| Gauge - Tire Pressure                                | 01-4029 | 1                 |                   |                    |
| Gauge - Tire Depth                                   | 01-4030 | 1                 |                   |                    |
| Jumper Cable   | 01-4032 | 1                 |                   |                    |
| Jump Pack  | 01-4037 | 1                 |                   |                    |
| - Charger  | 01-4036 | 1                 |                   |                    |
| Shovel   | 01-4051 | 1                 |                   |                    |
| Wheel Chock  | 01-4055 | 1                 |                   |                    |
| Wheel Wrench 4-Ways                                  | 01-4056 | 1                 |                   |                    |
| Wrecking Bar   | 01-4058 | 1                 |                   |                    |
| <b>BRASS + BADGES / MISC UNIFORM ACCESSORIES/ ID</b> |         |                   |                   |                    |
| Breast Badge   |         | 2                 |                   |                    |
| Badge Rank _____                                     | 09-     | 2                 |                   |                    |

02/2015

## Exhibit A

|  |           |   |  |                    |
|--|-----------|---|--|--------------------|
| Hat Badge  | 09-4047   | 1 |  |                    |
| Buckle   | 09-4048   | 1 |  |                    |
| Collar Brass                                     |           |   |  |                    |
| - MSP  | 09-1001   | 2 |  |                    |
| - Rank (Sml) _____                               | 09-       | 2 |  |                    |
| - Rank (Lg) _____                                | 09-       | 2 |  |                    |
| Name Plate                                       | N/A       | 2 |  |                    |
| Pin Saver  | 09-4070   | 1 |  |                    |
| Simichrome Polish                                | 09-4073   | 1 |  |                    |
| Tie Tack MSP                                     | 09-4049   | 1 |  |                    |
| Whistle w/ Chain & Ring                          | 09-4044   | 1 |  |                    |
| Phone Card                                       |           | 1 |  |                    |
| I.D. Card  |           | 1 |  |                    |
| District Access Card                             |           | 1 |  |                    |
|  |           |   |  |                    |
|  |           |   |  |                    |
| CAMERAS, RADIOS,<br>FLASHLIGHTS & ACCESSORIES    |           |   |  |                    |
| Camera Asset # _____                             | 03-2020/1 | 1 |  |                    |
| - Bag  | 03-2068   | 1 |  |                    |
| - Charger  | 03-3023   | 1 |  |                    |
| - Flash  | 03-2104   | 1 |  |                    |
| - SD Card  | 03-2025   | 1 |  |                    |
| - Batteries                                      | 03-2022   | 1 |  |                    |
| Flashlight Pelican 8060                          | 03-1062   | 1 |  |                    |
| - Charger Base                                   | 03-1063   | 1 |  |                    |
| - Charger Cord                                   | 03-1067   | 1 |  |                    |
| - Battery  | 03-1058   | 1 |  |                    |
| - Wand   | 03-1064   | 1 |  |                    |
| Portable Radios XTS 3000/5000                    | N/A       | 1 |  | Retain at District |
| Portable Radio APX6500                           | N/A       | 1 |  | Retain at District |
| Portable Radio Charger                           | N/A       | 1 |  | Retain at District |
|  |           |   |  |                    |
| FIRST AID  |           |   |  |                    |
| FIRST Aid Bag (Complete)                         | 02-031    | 1 |  |                    |
| AED (Automatic External<br>Defibrillator)        | 02-039    | 1 |  |                    |
| - Pads   | 02-040    | 2 |  |                    |
| - Battery  | 02-038    | 1 |  |                    |
| Tourniquet (CAT)                                 | 02-027    | 1 |  |                    |
| Personal flotation device                        | 02-       | 1 |  |                    |
|  |           |   |  |                    |
| RIOT/TACTICAL/TESTING<br>EQUIPMENT & ACCESSORIES |           |   |  |                    |
| Alco-Sensor/PBT with Case                        | 05-011    | 1 |  |                    |
| Gas Mask   | 04-       | 1 |  |                    |
| - Unisex (Sml)                                   | 04-199    |   |  |                    |
| - Unisex (Med)                                   | 04-200    |   |  |                    |
| - Unisex (Lg)                                    | 04-201    |   |  |                    |
| - Cannister - Toxic                              | 04-202    | 2 |  |                    |
| - Carrier  | 04-204    | 1 |  |                    |

02/2015

## Exhibit A

|                                   |         |     |  |  |
|-----------------------------------|---------|-----|--|--|
| Handcuffs serial #                | 04-018  | 1   |  |  |
| - Keys                            | 04-017  | 2   |  |  |
| Hazmat Kit (complete)             | 04-035  | 1   |  |  |
| - Suit                            | 04-040  |     |  |  |
| - Bag                             | 04-036  |     |  |  |
| - Boots                           | 04-037  |     |  |  |
| - Duct Tape                       | 04-039  |     |  |  |
| - Gloves                          | 04-038  |     |  |  |
| Helmet/Riot                       | 04-     | 1   |  |  |
| - Small/Medium                    | 04-020  |     |  |  |
| - Large/X-Large                   | 04-019  |     |  |  |
| - XX-Large/Jumbo                  | 04-023  |     |  |  |
| Restraint                         | 13-010  |     |  |  |
| Riot Stick                        | 04-024  | 1   |  |  |
| Tactical Baton                    | 04-027  | 1   |  |  |
| Tint Meter                        | 05-020  | 1   |  |  |
| Tint Meter (No Roll Down)         | 05-021  | 1   |  |  |
| Verifier - D/L                    | 05-025  | 1   |  |  |
| Vest - Lighted Safety             |         | 1   |  |  |
| - Small/Medium                    | 04-028  |     |  |  |
| - Large/ X-Large                  | 04-030  |     |  |  |
| - XX-Large/XXX-Large              | 04-032  |     |  |  |
| - Battery                         | 04-029  |     |  |  |
| - Charger                         | 04-034  |     |  |  |
| Mace                              | N/A     | 1   |  |  |
|                                   |         |     |  |  |
|                                   |         |     |  |  |
|                                   |         |     |  |  |
| WEAPON ACCESSORIES                |         |     |  |  |
| Brush                             |         |     |  |  |
| - M-16 (Bore)                     | 06-2044 |     |  |  |
| - M-16 (Chamber)                  | 06-2046 |     |  |  |
| - Pistol                          | 06-2015 |     |  |  |
| - Toothbrush                      | 06-2050 |     |  |  |
| Rod Cleaning                      |         |     |  |  |
| - Pistol                          | 06-3026 |     |  |  |
| - M-16                            | 06-3048 |     |  |  |
| Tip Cleaning-Pistol               | 06-3025 |     |  |  |
| Earmuffs (ear hearing protection) | 06-     | 1   |  |  |
|                                   |         |     |  |  |
|                                   |         |     |  |  |
| UNIFORM ITEMS                     |         |     |  |  |
| Blouse                            | 10-     | 1   |  |  |
| Hats                              |         |     |  |  |
| - Straw                           | 11-     | 1   |  |  |
| - Felt                            | 11-     | 1   |  |  |
| - Severe Weather Hat              | 11-500  | 1   |  |  |
| - Rain Cover                      | 09 -    | N/A |  |  |
| Jacket w/ Liner                   | 12 -    | 1   |  |  |
| High Visibility Jacket            | 12-     | 1   |  |  |

02/2015



## Exhibit A

|                            |        |        |  |
|----------------------------|--------|--------|--|
| Leather Items              |        |        |  |
| - Gun Belt                 | 13 -   | 1      |  |
| - Ammo                     | 13-002 | 1      |  |
| - ASP                      | 13-003 | 1      |  |
| - Flashlight               | 13-104 | 1      |  |
| - Handcuff                 | 13-006 | 1      |  |
| - Mace                     | 13-011 | 1      |  |
| - MIC                      | 13-102 | 1      |  |
| - Phone                    | 13-105 | 1      |  |
| - Radio                    | 13-013 | 1      |  |
| - Glove                    | 02-022 | 1      |  |
| - Trio                     | 13-103 | 1      |  |
| Holster                    |        |        |  |
| - Glock (Left Hand)        | 13-081 | 1      |  |
| - Glock (Right Hand)       | 13-082 | 1      |  |
| - Tazer (Left Hand)        | 13-085 | 1      |  |
| - Tazer (Right Hand)       | 13-084 | 1      |  |
| Keepers (Belt)             | 13-004 | 4      |  |
| Sliding "D" Rings          | 13-012 | 2      |  |
| Strap Handcuff             | 13-008 | 1      |  |
| Sam Brown Belt Lower Strap | 13-    | 1      |  |
| Sam Brown Belt Upper Strap | 13-    | 1      |  |
| Neckties                   | 09-    | 2      |  |
| Pants - Cold Weather       | 14-    | 2      |  |
| Parka                      |        | 1      |  |
| Rain Jacket                | 14-    | 1      |  |
| Shirt (Short Sleeve)       | 16-    | Varies |  |
| Shirt (Long Sleeve)        | 16-    | Varies |  |
| Trousers                   | 17-    | Varies |  |
| Turtlenecks                | 15-    | 2      |  |
| Honor Guard                |        |        |  |
| - Hat Carrier              |        |        |  |
| - Hat Strap                |        |        |  |
| - Garment                  |        |        |  |

Employee: \_\_\_\_\_ I.D.# \_\_\_\_\_ Date: \_\_\_\_\_  
 Signature

Supervisor: \_\_\_\_\_ Date: \_\_\_\_\_  
 Signature

Received By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Signature of Warehouse Personnel

02/2015

## Exhibit A

| MINNESOTA STATE PATROL       |                   |
|------------------------------|-------------------|
| Addendum 2                   | Number: 15-30-013 |
| ELECTRONIC EQUIPMENT TURN-IN |                   |

## FOLLOWING ITEMS TO BE TURNED IN AT DPS WAREHOUSE:

| Item   | Asset Number   | Serial Number  |
|--|----------------|----------------|
| Laptop<br>• Power Cord   |                |                |
| Digital Recorder Model<br>#: _____<br>• Leather Case<br>• Charging Base & Cord<br>• USB Cable<br>• Manual<br>• XD Card |                |                |
| Air Card<br>• Phone # _____  | ESN Hex: _____ | ESN DEC: _____ |
| Cell Phone Model: _____<br>• Phone # _____<br>• Charging Cable<br>• Cell phone belt holder                             | HEX #: _____   | DEC #: _____   |
| USB Flash Drive:   |                | N/A            |

Employee: \_\_\_\_\_ I.D.# \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Supervisor: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

Received By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature of Warehouse Personnel

Received By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature of MSP IT Employee

2/2015

## Exhibit A

| MINNESOTA STATE PATROL             |                   |
|------------------------------------|-------------------|
| Addendum 3                         | Number: 15-30-013 |
| FIREARMS RELATED EQUIPMENT TURN-IN |                   |

## FOLLOWING ITEMS TO BE TURNED IN AT DPS WAREHOUSE:

|                          |                |     |        |   |
|--------------------------|----------------|-----|--------|---|
| Handgun (Glock 22 or 23) |                | N/A | 1      | Serial Number:<br>Make & Model:<br><br>*Attach signed buy back form if firearm was purchased pursuant to General Order 30-007. Retain ammunition at district. |
|                          | -Magazines     | N/A | 3      |   |
|                          | -Ammunition    | N/A | Varies |   |
|                          | -Carrying Case | N/A | 1      |   |
| Handgun (Glock 27)       |                | N/A | 1      | Serial Number:<br>Make & Model:<br><br>*Attach signed buy back form if firearm was purchased pursuant to General Order 30-007. Retain ammunition at district. |
|                          | -Magazines     | N/A | 2      |   |
|                          | -Ammunition    | N/A | Varies |   |
|                          | -Carrying Case | N/A | 1      |   |
| Rifle                    |                | N/A | 1      | Serial Number:<br>Make & Model:<br><br>*Retain ammunition at district.  |
|                          | -Magazines     | N/A | 2      |   |
|                          | -Ammunition    | N/A | Varies |   |
| Taser                    |                | N/A | 1      | Serial Number:<br>Make & Model:   |
|                          | -Download Kit  | N/A |        |   |
|                          | -Holster       | 13- |        |   |

Employee: \_\_\_\_\_ I.D.# \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Supervisor: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

Received By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature of Warehouse Personnel

Received By: \_\_\_\_\_ Date: \_\_\_\_\_  
Weapons Coordinator

2/2015

## Exhibit A

| MINNESOTA STATE PATROL                    |                   |
|---|-------------------|
| Addendum 4                                | Number: 15-30-013 |
| PATROL UNIT AND RELATED EQUIPMENT TURN-IN |                   |

## FOLLOWING ITEMS TO BE TURNED IN AT DISTRICT OFFICE:

| ITEM:   | Stock # | Asset # | Serial # | Comments: |
|---|---------|---------|----------|-----------|
| Squad Unit #: _____<br>• W/2 Keys                     | N/A     |         | N/A      |           |
| Video System (Circle One)<br>• WatchGuard & Body Mic. | 01-2025 |         |          |           |
| • Mobile Vision & Body Mic.                           | N/A     |         |          |           |
| 800 MHz Radio (non-encrypted)                         | 01-2200 |         |          |           |
| 800 MHz Radio (encrypted)                             | 01-2210 |         |          |           |
| Radar Unit (Circle One)<br>• Stalker                  | 01-2085 |         |          |           |
| • Eagle   | N/A     |         |          |           |
| Spare Tire  |         | N/A     | N/A      |           |
| Fire Extinguisher                                     | 01-4024 |         | N/A      |           |
| Voyager Fuel Card                                     | N/A     | N/A     | N/A      |           |
| Stop Sticks   | 01-4076 | N/A     | N/A      |           |
| Roof Mounted Roto-Beam (Class B/C/D squads)           | 01-2036 |         | N/A      |           |
| D/L Card Reader                                       | N/A     |         | N/A      |           |

Employee: \_\_\_\_\_ I.D.# \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

Supervisor: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

02/2015



## Exhibit A

## Other Items Not Included Above

| Item | Stock # | Quantity<br>Eligible | Quantity<br>Returned | Comments |
|------|---------|----------------------|----------------------|----------|
|      |         |                      |                      |          |
|      |         |                      |                      |          |
|      |         |                      |                      |          |
|      |         |                      |                      |          |

Employee: \_\_\_\_\_ I.D.# \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

Supervisor: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

Received By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature of Warehouse Personnel

02/2015

## Exhibit B

MnPASS Interagency Agreement with Minnesota State Patrol

## PART 1

Covered Under the Interagency Service Request Form - These charges will be come directly out of MnDOT's budget through payroll transactions.

|             |  | FY16         | FY17         | FY18         | FY19*        | Notes  |
|-------------|--|--------------|--------------|--------------|--------------|--|
| 2.2.1.2     | Wages, Benefits and Comp Time during the Academy** | \$117,000.00 |              |              |              | Academy Training Payroll, January - May 2016                 |
| 2.2.2       | 6 FTE Troopers upon graduation                     | \$84,290.22  | \$86,818.93  |              |              | May 17, 2016 - August 16, 2016                               |
| 2.2.2 & 2.3 | 5 FTE, 1 FTE Lieutenant                            |              | \$633,155.53 | \$741,573.69 | \$127,303.48 | Begins Aug 17, 2016, enforcement begins under this agreement |
| 2.2.2 & 2.3 | 3% Pay for Station Sergeant                        |              | \$3,527.49   | \$4,152.36   | \$712.82     |  |
| 2.2.7 & 2.3 | 2.5% Increase for Freeway Pay                      | \$2,195.25   | \$18,087.55  | \$18,630.18  | \$3,198.18   |  |
| 2.2.5 & 2.3 | Overtime Expenses                                  | \$3,637.50   | \$29,973.00  | \$30,872.19  | \$5,299.73   |  |
|             | Payroll: Not to Exceed                             | \$207,122.97 | \$771,562.50 | \$795,228.42 | \$136,514.21 |  |

## PART 2

Items to be Billed by a SWIFT Invoice to MnDOT from DPS:

|                 | Billed             |   | FY16         | FY17         | FY18         | FY19*          | Notes   |
|-----------------|--------------------|---|--------------|--------------|--------------|----------------|---|
| 2.2.1.1         | Monthly            | Academy Hiring Process**                          | \$18,600.00  |              |              |                | Testing Costs, Medical Evaluation, Psych Evaluation, etc., January - May 2016     |
| 2.2.1.3         | Monthly            | Housing, Meals, and Rental Costs at Camp Ripley** | \$80,400.00  |              |              |                |   |
| 2.2.3.1 & 5     | Bill when received | 2-Squads Ford Interceptor                         | \$55,017.90  | \$55,017.90  | \$55,017.90  |                | 2-new cars each in FY 16, FY 17, and FY 18. Others would come from existing fleet |
| 2.2.3.2         | Bill when received | Squad Build & Equip                               | \$70,704.00  | \$70,704.00  | \$70,704.00  |                |   |
| 2.2.3.3 & 4 & 6 | Monthly            | Squad Maintenance                                 | \$1,500.00   | \$3,550.00   | \$61,200.00  | \$10,200.00    |   |
| 2.2.4           | Monthly            | 6-Sets - Trooper Uniforms & Equipment             | \$72,643.02  | \$7,000.00   | \$10,000.00  | \$1,000.00     |   |
| 2.2.6           | Monthly            | Air Cards   | \$1,872.00   | \$3,744.00   | \$3,744.00   | \$624.00       | Provides Laptop Connectivity  |
| 2.2.6           | Monthly            | Smart Phone                                       | \$432.00     | \$3,888.00   | \$3,888.00   | \$432.00       |   |
|                 |                    | Billed Total                                      | \$301,168.92 | \$199,903.90 | \$204,553.90 | \$12,256.00    |   |
|                 |                    | FY TOTAL  | \$508,291.89 | \$965,466.40 | \$999,782.32 | \$148,770.21   | Payroll + Billed Items  |
|                 |                    | Contract Total                                    |              |              |              | \$2,622,310.82 |   |

\*FY19 Costs would be from July 2018 - August 2018

\*\*Costs associated with the Academy are total for 6-Cadets

Budget categories should not exceed their amount without written mutual agreement between parties to move an amount between categories.  
 The total agreement cannot exceed the total agreement amount without an amendment.

## Exhibit C



## Inter-agency Request for State Employee Services

This AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_  
 \_\_\_\_\_ (requesting agency) and \_\_\_\_\_  
 \_\_\_\_\_ (home department). The parties hereto agree as follows:

1. \_\_\_\_\_ (home department) agrees that it shall provide  
 \_\_\_\_\_ (name of employee), who is qualified to perform the tasks set out  
 in section 2 below.

2. Description of tasks to be performed (include dates and number of hours anticipated):

3. Employee Information: \_\_\_\_\_  
 Name Employee ID Number

Present Job Classification (title and class code) Appt. No. Position # Hourly Rate

4. Appointment Information (check one):

☐ This assignment will result in an appointment to the,  
 requesting agency ☐  
 home agency ☐

☐ This assignment will not result in an appointment  
 to the requesting agency, or home agency.

Appointment is effective \_\_\_\_\_, 20\_\_\_\_ thru (and including) \_\_\_\_\_, 20\_\_\_\_.

|   |  |
|---|--|
| <p><b>For Minnesota Management &amp; Budget Only</b></p> <p>Appropriate Class of Assignment: _____<br/>         _____ (explain if necessary)</p> <p>Approved by: _____<br/>         Name Date</p> <p>NOTE: Unless otherwise exempted, by all inter-agency agreements must be approved by Minnesota Management &amp; Budget.</p> | <p><b>Payment Information</b></p> <p>Payroll Expense for this assignment will be charged to the following accounting string:</p> <p>Fund _____ Agcy _____ Org # _____ Appr _____</p> <p>(Check One)</p> <p><input type="checkbox"/> Direct Payment at a rate of \$ _____ per hour plus fringe by department initiating appointment.</p> <p><input type="checkbox"/> Direct Payment at \$ _____ per quarter credit.</p> <p><input type="checkbox"/> Direct Payment at lump sum of \$ _____.</p> |
|---|--|

In CONSIDERATION for the performance of the tasks set out above  
 \_\_\_\_\_ (requesting agency) shall pay \_\_\_\_\_  
 \_\_\_\_\_ (employee name) an amount not to exceed \$ \_\_\_\_\_.

### Approvals

Requesting Agency, by \_\_\_\_\_ Date \_\_\_\_\_

Service Agency, by \_\_\_\_\_ Date \_\_\_\_\_

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

PE-00268-08 (3/10)



## Minnesota Department of Transportation

**Metropolitan District**  
Consultant Administration  
Waters Edge  
1500 West County Road B-2  
Roseville, MN 55113

E-mail: mark.hagen@state.mn.us  
Phone: (651) 234-7686  
Fax: (651) 234-7689

January 13, 2016

Lieutenant Jason Bartell  
Minnesota State Patrol  
2005 North Lilac Drive  
Golden Valley, MN 55422

In reply refer to:  
MnDOT Contract No. 1002179  
MnPASS Enforcement Team

Dear Lieutenant Bartell:

Enclosed is your executed copy of the above referenced contract. The purpose of this contract is to provide enforcement services for the Metro High Occupancy Toll (HOT) lanes.

This is your authorization to proceed. For questions regarding invoicing and other administrative matters, contact me. I have been assigned as the Agreement Administrator for this project. For questions regarding technical matters, contact Morris Luke. He has been assigned as the project manager for this project.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Mark Hagen'.

Mark Hagen  
Senior Consultant Administrator

Enclosure

cc: Morris Luke  
Melissa Brand  
File





# Interagency Agreement Contract Amendment 1 State of Minnesota

SWIFT Contract Number: 145135  
SWIFT Purchase Order Number: 300055430

|                                     |                   |                              |                       |
|-------------------------------------|-------------------|------------------------------|-----------------------|
| Contract Start Date:                | <u>07/01/2018</u> | Total Contract Amount:       | <u>\$9,316,198.83</u> |
| Original Contract Expiration Date:  | <u>06/30/2023</u> | Original Contract:           | <u>\$9,318,198.83</u> |
| Current Contract Expiration Date:   | <u>06/30/2023</u> | Previous Amendment(s) Total: | <u>\$ 0.00</u>        |
| Requested Contract Expiration Date: | <u></u>           | This Amendment:              | <u>\$ 2,000.00</u>    |

This amendment is by and between the State of Minnesota, through its Commissioner of Public Safety; acting on behalf of the Driver and Vehicle Services ("DPS") and the Minnesota Department of Corrections, acting on behalf of MINNCOR Industries, 2420 Long Lake Rd, Roseville, MN 55113 ("DOC").

## Recitals

1. DOC and DPS have an interagency agreement identified as SWIFT Contract Number 145135 ("Original Agreement") identifying the duties and responsibilities each agency maintain corresponding to the manufacture of license plates, including auxiliary and supplemental services, e.g. storage, inventory management, etc.
2. DOC and DPS, effective July 01, 2018 need to increase the scope of the Original Agreement to recognize auxiliary and supplemental services corresponding to the manufacture of barcode labels and title stock.
3. DOC and DPS mutually agree to amend the Original Agreement as stated below.

## Agreement Amendment

In this Amendment, changes to pre-existing Agreement language will use ~~strike through~~ for deletions and underlining for insertions.

**REVISION 1.** Clause 2.1 "DOC Duties and Responsibilities" is amended as follows:

### 2.1 DOC Duties and Responsibilities

- 2.1.1 DOC will maintain the inventory management system, production equipment and materials required to produce Digital License Plates ("DLP") and maintain acceptable minimum inventories, i.e. prevent 100% depletion of plates and supplies inventories.
- 2.1.2 DOC will research new DLP and other technology that may potentially benefit DOC and DPS.
- 2.1.3 DOC will, as directed by DPS, maintain production materials required to produce, process and mail license plates and registration materials from the Minnesota Correctional Facility- Rush City ("MCF-Rush City") within the time frame listed below:
  - Non-sequential plates and registration materials within 5 business days.
- 2.1.4 DOC will redistribute license plates in conjunction with motor vehicle license plate deliveries. If DOC is unable to redistribute license plates in conjunction with delivery of plates, DOC may bill DPS a separate delivery and handling charge. If that is required, DOC will provide DPS a rate quote and obtain written/email approval from the DPS Authorized Representative, or his/her designee, prior to shipment.
- 2.1.5 DOC will, in a media format mutually agreed to between both parties, provide DPS with daily notification of plates and registration materials delivered, including delivery

- location, serial numbers, registration types, plate types, and number ranges. DOC will provide DPS with a fiscal year and calendar year report of all finished registration materials and plates in stock at the MCF-Rush City including registration types, serial numbers, plate types and number ranges.
- 2.1.6 DOC will, where required, mechanically print and/or affix sticker(s) identifying the proper validation year, designated month and weight (when applicable) to corresponding plate(s).
  - 2.1.7 DOC will affix required registration stickers and insert the registration card into the License Plate mailer in preparation for mail.
  - 2.1.8 DOC will ensure motor vehicle registration forms are printed in a secured area, restricted to authorized DOC staff and MCF-Rush City personnel only.
  - 2.1.9 DOC will in a secure manner insert motor vehicle registration forms into a license plate envelope containing a matching license plate.
  - 2.1.10 DOC will in a secure manner ensure all registered stickers and plates/categories reconcile with the DPS production report.
  - 2.1.11 DOC will utilize first class mail by the United States Postal Service for delivery of all plates and registration materials, such postal facility to be mutually agreeable to both parties. If another method of delivery is required for any reason, that method will be pre-approved in writing/email by the DOC and DPS Authorized Representatives, or their designees, prior to commencement of delivery.
  - 2.1.12 DOC will be accountable to DPS for all registration materials and for the accuracy and timeliness of processing of assigned work.
  - 2.1.13 DOC will assume the cost of testing materials purchased, when requested, for the manufacturing of motor vehicle license plates and stickers to conform with specifications established by the Commissioner of Public Safety, as per Minnesota Statutes § 168.381. Testing will be conducted by a private laboratory service pre-approved by the Commissioner of Public Safety. The cost of any testing, consistent with Minnesota Statutes § 168.381, will be included in the cost of material purchased.
  - 2.1.14 DOC will, on a monthly basis, give DPS credit equal to the purchase cost for motor vehicle license plates or registration materials for any defective or missing plates or registration materials.
  - 2.1.15 DOC will provide DPS with per plate and registration pricing for each biennium before the first day of June of the even number calendar years. No cost increase will become effective until July 1 of the following State biennium unless mutually agreed to by execution of an amendment identifying such increase.
  - 2.1.16 DOC will invoice only for license plates and registration materials delivered at the agreed-upon price(s).
  - 2.1.17 DOC will, upon request from DPS, submit samples to be approved by DPS prior to motor vehicle license plate or registration production.
  - 2.1.18 DOC will maintain inventory of raw materials and finished license plates to accommodate article 2.2.4 of this Agreement.
  - 2.1.19 DOC MCF-Rush City employees will contact the appropriate DPS offices and/or personnel when and/or if consultation and/or technical assistance is needed to resolve registration reconciliation problems.
  - 2.1.20 Effective July 1, 2018, the DOC will store the barcode labels at the MCF-Rush City Facility or comparable facility with notification to DPS; for shipment to Minnesota Deputy Registrar offices upon demand. The DOC will invoice DPS for any storage and shipping costs. The DOC will use the most cost effective means available to ship the barcode labels to Minnesota Deputy Registrar offices.

**REVISION 2.** Clause 3. “**Consideration and Payment**” is amended to add:

### 3.1 Prices

#### 3.1.1 Manufacture of Motor Vehicle License Plates

| Plate                                 | Price                          |
|---------------------------------------|--------------------------------|
| One (1) pair of 12" plates            | \$6.39 for each pair of plates |
| One (1) 7" plate or one (1) 12" plate | \$3.57 for each plate          |
| One (1) 7" vertical MC single plate   | \$20.00 for each plate         |

#### 3.1.2 Registration Sticker Printing

| Sticker                       | Estimated Annual Quantity | Price        |
|-------------------------------|---------------------------|--------------|
| Double Year                   | 4,300,000                 | \$0.209 each |
| Double Weight                 | 40,000                    | \$0.474 each |
| Single Weight                 | 44,000                    | \$0.346 each |
| Month Pairs                   | 750,000                   | \$0.209 each |
| IFTA Pairs                    | 100,000                   | \$0.841 each |
| Vehicle Identification Number | 2,000                     | \$1.02 each  |
| Plate Strips                  | 1,000,000                 | No charge    |
| Permanent Registration        | 50,000                    | \$0.652 each |

#### 3.1.3 Registration Renewals and Vehicle Titles

| 3M Registration Printing Services                | Price            |
|--|------------------|
| 1,100,000 to 1,300,000 estimated annual renewals | \$0.392 per form |
| 3M Title Processing Services                     | Price            |
| 1,600,000 estimated title stock                  | \$0.061 per form |

#### 3.1.4 Handling Fees

Price: \$0.25 for each license plate

##### U.S. Mail or shipping\*

Price: actual cost paid by DOC

\*DOC and DPS agree shipment utilizing the U.S.P.S. is the preferred method of shipment. DOC will consult with DPS prior to shipment if DOC is unable to use U.S.P.S. or identifies a less expensive cost of shipment.

#### 3.1.5 Drivers License Plate Design Fee

DOC and DPS mutually agree any costs corresponding to the design of a new drivers license plate shall not exceed Five Thousand and 00/100 Dollars (\$5,000.00) for each new design. Any new design must be pre-approved by the "License Plate Design Committee" prior to DOC commencing work.

#### 3.1.6 Barcode Label Shipping and Storage Fees

Shipping and Storage of barcode labels on pallets not to exceed \$2,000.00 per year.

### 3.2 Mutual Pricing and Fee Agreement

#### Both parties mutually agree:

- Pricing includes use of the Vehicle Registration Information Management System by both parties.
- Pricing covers all costs of hardware, software, consumables, training, installation, and warranties.
- Pricing and fees will be reviewed annually. If both parties agree to a change in price(s) or fee(s), this Agreement will be amended to identify the new price(s) or fee(s).

### 3.3 Payment

- #### 3.3.1 Invoices.
- DPS will pay DOC for all products satisfactorily produced and all services satisfactorily performed under this Agreement within thirty (30) calendar days of receipt of a detailed invoice. DOC will submit invoice in arrears and within thirty (30) calendar days of the period covered by the work invoiced. Each DOC invoice must identify: the specific product manufactured or produced; the volume of the specific

product; and the incremental price for each product or service, consistent with clause 3.1 above. DOC shall submit the final invoice for each state fiscal year no later than July 31 for the completed fiscal year. For example, the final invoice for all products and services corresponding to state fiscal year 2019 shall be submitted by DOC to DPS no later than July 31, 2019.

**1. STATE ENCUMBRANCE VERIFICATION**

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

Signed: Carmen Wahle

Date: 5/24/2019

SWIFT Contract No. 145135

P.O. # 3-55430 7/1/2018

**2. DEPT. OF CORRECTIONS: MINNCOR INDUSTRIES**

By: Brenda Chandler

Title: Vice-President

Date: 5/24/19

By: Dan O. M.

Title: CEO

Date: 5/22/19

**3. DEPT. OF PUBLIC SAFETY; DRIVER AND VEHICLE SERVICES**

By: Adrian M. Olson

Title: DVS Director (with delegated authority)

Date: 5/24/19



# Interagency Agreement

## State of Minnesota

SWIFT Contract Number: 145135

SWIFT Purchase Order Number: 55429 - Plates  
55430 - Bar Code Freight & Storage

This Agreement is between the Minnesota Department of Public Safety, acting on behalf of the Driver and Vehicle Services division, 445 Minnesota Street, Saint Paul, MN 55101 ("DPS"), and the Minnesota Department of Corrections, acting on behalf of MINNCOR Industries, 2420 Long Lake Rd, Roseville, MN 55113 ("DOC").

### Agreement

#### 1 Term of Agreement

- 1.1 **Effective Date.** July 1, 2018, or the date the State obtains all required signatures under Minnesota Statutes § 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration Date.** June 30, 2023, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

#### 2 Scope of Work

##### 2.1 DOC Duties and Responsibilities

- 2.1.1 DOC will maintain the inventory management system, production equipment and materials required to produce Digital License Plates ("DLP") and maintain acceptable minimum inventories, i.e. prevent 100% depletion of plates and supplies inventories.
- 2.1.2 DOC will research new DLP and other technology that may potentially benefit DOC and DPS.
- 2.1.3 DOC will, as directed by DPS, maintain production materials required to produce, process and mail license plates and registration materials from the Minnesota Correctional Facility-Rush City ("MCF-Rush City") within the time frame listed below:
  - Non-sequential plates and registration materials within 5 business days.
- 2.1.4 DOC will redistribute license plates in conjunction with motor vehicle license plate deliveries. If DOC is unable redistribute license plates in conjunction with delivery of plates, DOC may bill DPS a separate delivery and handling charge. If that is required, DOC will provide DPS a rate quote and obtain written/email approval from the DPS Authorized Representative, or his/her designee, prior to shipment.
- 2.1.5 DOC will, in a media format mutually agreed to between both parties, provide DPS with daily notification of plates and registration materials delivered, including delivery location, serial numbers, registration types, plate types, and number ranges. DOC will provide DPS with a fiscal year and calendar year report of all finished registration materials and plates in stock at the MCF-Rush City including registration types, serial numbers, plate types and number ranges.
- 2.1.6 DOC will, where required, mechanically print and/or affix sticker(s) identifying the proper validation year, designated month and weight (when applicable) to corresponding plate(s).
- 2.1.7 DOC will affix required registration stickers and insert the registration card into the License Plate mailer in preparation for mail.
- 2.1.8 DOC will ensure motor vehicle registration forms are printed in a secured area, restricted to authorized DOC staff and MCF-Rush City personnel only.
- 2.1.9 DOC will in a secure manner insert motor vehicle registration forms into a license plate envelope containing a matching license plate.
- 2.1.10 DOC will in a secure manner ensure all registered stickers and plates/categories reconcile with the DPS production report.
- 2.1.11 DOC will utilize first class mail by the United States Postal Service for delivery of all plates and registration materials, such postal facility to be mutually agreeable to both parties. If another method of delivery is required for any reason, that method will be pre-approved in writing/email by the DOC and DPS Authorized Representatives, or their designees, prior to commencement of

delivery.

- 2.1.12** DOC will be accountable to DPS for all registration materials and for the accuracy and timeliness of processing of assigned work.
- 2.1.13** DOC will assume the cost of testing materials purchased, when requested, for the manufacturing of motor vehicle license plates and stickers to conform with specifications established by the Commissioner of Public Safety, as per Minnesota Statutes § 168.381. Testing will be conducted by a private laboratory service pre-approved by the Commissioner of Public Safety. The cost of any testing, consistent with Minnesota Statutes § 168.381, will be included in the cost of material purchased.
- 2.1.14** DOC will, on a monthly basis, give DPS credit equal to the purchase cost for motor vehicle license plates or registration materials for any defective or missing plates or registration materials.
- 2.1.15** DOC will provide DPS with per plate and registration pricing for each biennium before the first day of June of the even number calendar years. No cost increase will become effective until July 1 of the following State biennium unless mutually agreed to by execution of an amendment identifying such increase.
- 2.1.16** DOC will invoice only for license plates and registration materials delivered at the agreed-upon price(s).
- 2.1.17** DOC will, upon request from DPS, submit samples to be approved by DPS prior to motor vehicle license plate or registration production.
- 2.1.18** DOC will maintain inventory of raw materials and finished license plates to accommodate article 2.2.4 of this Agreement.
- 2.1.19** DOC MCF-Rush City employees will contact the appropriate DPS offices and/or personnel when and/or if consultation and/or technical assistance is needed to resolve registration reconciliation problems.

## **2.2 DPS Duties and Responsibilities**

- 2.2.1** DPS will provide a tentative annual delivery schedule of double-year registration stickers to each Deputy Registrar. The anticipated delivery months will be July, August, October and May of each fiscal year. The delivery schedule will project the total amount of license plates and registration materials needed for each Deputy Registrar office. The basic delivery parameters will be that each large-scale deputy registrar will be expected to receive three (3) months inventory and that each small-scale deputy registrar will be expected to receive a minimum of twelve (12) months of inventory.
- 2.2.2** DPS will provide DOC with initial artwork for unique designs required pursuant to Minnesota Statutes Chapter 168.
- 2.2.3** DPS will provide documentation for defective and/or missing motor vehicle license plates and stickers to DOC for proper credit within six (6) months of receipt from DOC.
- 2.2.4** DPS will accept delivery of a minimum of 1,000,000 pairs of motor vehicle license plates each state fiscal year.
- 2.2.5** DPS will enter all necessary license plate information into the DPS database and transmit information to DOC's Vehicle Inventory Management System (VIMS) at MCF-Rush City.
- 2.2.6** DPS will, utilizing interface, supply DOC MCF-Rush City with necessary data files to print motor vehicle registration documents.
  - 2.2.6.1** For production purposes, DPS will include plate number, plate category and validation sticker number information, month designation and weight sticker (if applicable).
  - 2.2.6.2** For staff use only, DPS will include owner's personal information, plate number and validation sticker number, and plate category.
- 2.2.7** DPS will provide DOC MCF-Rush City employees with proper training and procedures.
  - 2.2.7.1** Provide training to a minimum of two (2) DOC MCF-Rush City employees to validate sticker verification and reconciliation procedures as necessary and appropriate.
- 2.2.8** DPS will make certain all personalized plate orders have been approved by DPS prior to transmitting data file information to MCP-Rush City.
- 2.2.9** DPS will provide consultation and technical assistance to DOC MCF-Rush City employees

as necessary to resolve registration reconciliation problems.

### 3 Consideration and Payment

#### 3.1 Prices

##### 3.1.1 Manufacture of Motor Vehicle License Plates

| Plate                                 | Price                          |
|---------------------------------------|--------------------------------|
| One (1) pair of 12" plates            | \$6.39 for each pair of plates |
| One (1) 7" plate or one (1) 12" plate | \$3.57 for each plate          |
| One (1) 7" vertical MC single plate   | \$20.00 for each plate         |

##### 3.1.2 Registration Sticker Printing

| Sticker                       | Estimated Annual Quantity | Price        |
|-------------------------------|---------------------------|--------------|
| Double Year                   | 4,300,000                 | \$0.209 each |
| Double Weight                 | 40,000                    | \$0.474 each |
| Single Weight                 | 44,000                    | \$0.346 each |
| Month Pairs                   | 750,000                   | \$0.209 each |
| IFTA Pairs                    | 100,000                   | \$0.841 each |
| Vehicle Identification Number | 2,000                     | \$1.02 each  |
| Plate Strips                  | 1,000,000                 | No charge    |
| Permanent Registration        | 50,000                    | \$0.652 each |

##### 3.1.3 Registration Renewals and Vehicle Titles

###### 3M Registration Printing Services

|  |                  |
|--|------------------|
| 1,100,000 to 1,300,000 estimated annual renewals | \$0.392 per form |
|--|------------------|

###### 3M Title Processing Services

|                                 |                  |
|---------------------------------|------------------|
| 1,600,000 estimated title stock | \$0.061 per form |
|---------------------------------|------------------|

##### 3.1.4 Handling Fees

**Price:** \$0.25 for each license plate

###### U.S. Mail or shipping\*

**Price:** actual cost paid by DOC

\*DOC and DPS agree shipment utilizing the U.S.P.S. is the preferred method of shipment. DOC will consult with DPS prior to shipment if DOC is unable to use U.S.P.S. or identifies a less expensive cost of shipment.

##### 3.1.5 Drivers License Plate Design Fee

DOC and DPS mutually agree any costs corresponding to the design of a new drivers license plate shall not exceed Five Thousand and 00/100 Dollars (\$5,000.00) for each new design. Any new design must be pre-approved by the "License Plate Design Committee" prior to DOC commencing work.

#### 3.2 Mutual Pricing and Fee Agreement

Both parties mutually agree:

- Pricing includes use of the Vehicle Registration Information Management System by both parties.
- Pricing covers all costs of hardware, software, consumables, training, installation, and warranties.
- Pricing and fees will be reviewed annually. If both parties agree to a change in price(s) or fee(s), this Agreement will be amended to identify the new price(s) or fee(s).

#### 3.3 Payment

**3.3.1 Invoices.** DPS will pay DOC for all products satisfactorily produced and all services satisfactorily performed under this Agreement within thirty (30) calendar days of receipt of a detailed invoice. DOC will submit invoice in arrears and within thirty (30) calendar days of the period covered by the work invoiced. Each DOC invoice must identify: the specific product manufactured or produced; the volume of the specific product; and the incremental price for each product or service, consistent with clause 3.1 above. DOC shall submit the final invoice for each state fiscal year no later than July 31 for the completed fiscal year.. For example, the final invoice for all products and services corresponding to state fiscal year 2019 shall be submitted by DOC to DPS no later than July 31, 2019.

**4 Conditions of Payment**

All services provided by DOC under this Agreement must be performed to the satisfaction of DPS as determined at the sole discretion of the DPS Authorized Representative.

**5 Authorized Representatives**

The Department of Public Safety's Authorized Representative is the person below, or his successor, and has the responsibility to monitor DOC's performance and the authority to accept the services provided under this Agreement.

Name: Dan Stluka, Supervisor  
Address: Department of Public Safety; Driver and Vehicle Services  
445 Minnesota Street, Suite 190  
Saint Paul, MN 55101-5190  
Telephone: 651.201.7598  
Email Address: [dan.stluka@state.mn.us](mailto:dan.stluka@state.mn.us)

If the services are satisfactory, the DPS Authorized Representative will certify acceptance on each invoice submitted for payment.

The Department of Correction's Authorized Representative is the person below, or her successor.

Name: Brenda Chandler, Vice President  
Address: MINNCOR  
2420 Long Lake Road  
Roseville, MN 55113  
Telephone: 651.361.7505  
Email Address: [brenda.chandler@state.mn.us](mailto:brenda.chandler@state.mn.us)

If the DOC Authorized Representative changes at any time during this Agreement, DOC must immediately notify the DPS Authorized Representative.

**6 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.

**7 Liability**

Each party will be responsible for its own acts and behavior and the results thereof.

**8 Termination**

Either party may terminate this Agreement at any time, with or without cause, upon 30 calendar days' written notice to the other party.

**9 Data Practices**

Each party must comply with the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, the United States Code, Title 18, Sections 2721, and Minnesota Statutes Chapter 168, as they apply to all data furnished to or by a party to the this Agreement, and as they apply to all data created, collected, received, stored, used, or maintained by the DOC under this Agreement. The DOC accepts responsibility for providing adequate supervision and training to its employees to ensure compliance with all applicable state and federal laws, and is responsible for any data breaches engaged in by its users as required by Minnesota Statutes § 13.055.



**1. STATE ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minnesota Statutes §§ 16A.15 and 16C.05.*

Signed: Rita Stapella

Date: 8/7/18

SWIFT Purchase Order Number: 55429 - Plates  
55430 - Bar Code Freight & Storage

**2. DEPARTMENT OF CORRECTIONS; MINNCOR INDUSTRIES**

By: Daniel O. Milton  
(with delegated authority)

Title: CEO

Date: 8/29/18

**3. DEPARTMENT OF PUBLIC SAFETY; DRIVER AND VEHICLE SERVICES**

By: David M. Olson  
(with delegated authority)

Title: DVS Director

Date: 9/4/18

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT  
Between  
DEPARTMENT OF TRANSPORTATION  
And  
DEPARTMENT OF PUBLIC SAFETY  
For  
USE OF SPACE**

This Agreement is between the Minnesota Department of Transportation (MnDOT) and the Minnesota Department of Public Safety (DPS), State Patrol Division (MSP.)

**Background Recitals**

1. Under Minnesota State Section 471.59, subdivision 10, MnDOT and DPS are empowered to enter into interagency agreements; and
2. Under Minnesota Statutes Section 174.02, subdivision 6, the Commissioner of Transportation may enter into agreements with governmental or nongovernmental entities for research and experimentation, for sharing facilities, equipment, staff, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services or that further the development of innovation in transportation for the benefit of the citizens of Minnesota; and
3. Under Minnesota State Statute 299D.01, Subd. 8, Quarters, and 299D.03, Subd. 6 (in part).....lands and building for training programs....., MnDOT is required to provide space for the State Patrol, and DPS has agreed to pay for such space; and
4. An agreement that can be regularly updated is an efficient means to administer the State Patrol's use of MnDOT space; and
5. Both parties are willing to enter this agreement.

**Notes**

**Regional Transportation Management Center (RTMC) and Southern Regional Communications Center (SRCC) facilities:**

This agreement does not currently (April 1, 2014) cover two facilities shared by MnDOT and DPS: RTMC at the Waters' Edge facility in Roseville and SRCC facility in Rochester. These two facilities offer unique collaboration challenges and are being addressed in a separate document. Once that document is completed (anticipated completion 2014), this document shall be reviewed to incorporate any space related agreements.

**Abandoned DPS dispatch space:**

This agreement does not currently (April 1, 2014) cover abandoned DPS dispatch space formally housed in MnDOT facilities. Such space, formally known as Transportation Operations Communications Center (TOCC), has been forfeited by DPS. However, because some of this space is uniquely situated in the facility, discussion as to space use may be permitted on a case-by-case basis at the district level (MSP and MnDOT) with approval by MPS Central Headquarters and MnDOT Central Office. Once resolution

has been reached in these unique situations, the Space Agreement document shall be reviewed to incorporate any space related agreements.

[Remainder of page intentionally left blank]

## AGREEMENT

### 1. Term of Agreement; Attachment

- 1.1. *Effective date:* April 1, 2014, or the date all required signatures under Minnesota Statute Section 16C.05, subdivision 2, whichever is later.
- 1.2. *Expiration date:* June 30, 2015, or until terminated, whichever occurs first.
- 1.3. *Attachment A:* Attachment A can be viewed using the State of Minnesota's Real Property Database system. The application used is Archibus, the website is <https://realprop.admin.state.mn.us/archibus>. This website can be reached using any computer on the State's intranet. The log-on credentials to be used by the Minnesota State Patrol are username: DPS.SPACE; password: "Patrol4!". This will display a website that contains all of the drawings available for the space that is occupied by the Patrol. Also displayed is a document accessible in Pdf format that contains summary information, definitions of the categories of space, standards used for measuring, and instructions on how to use the website.

### 2. Authorized Representatives

- 2.1. MnDOT's authorized representative for purposes of administering this agreement is Robert Miller, Facilities Program Director, Office of Maintenance, 395 John Ireland Blvd, MS 715, 651-366-3573, [robert.miller@state.mn.us](mailto:robert.miller@state.mn.us), or his successor.
- 2.2. DPS' authorized representative for purposes of administering this agreement is Cheri Frandrup, 445 Minnesota Street, Suite 130, 651-201-7131, [cheri.frandrup@state.mn.us](mailto:cheri.frandrup@state.mn.us), or her successor.

### 3. Space Use Attachment

- 3.1. Attachment A ("Attachment"), which is attached and incorporated into this agreement by reference, lists each MnDOT district, location, space (square footage), who occupies space, space type, historical rental rate, and space charged for and not charged for by MnDOT. Additionally this Attachment will define space types and measurement standards.
- 3.2. The authorized representatives to this agreement shall meet at least 60 days prior to the end of each state fiscal year to review and update the Attachment for the upcoming fiscal year; and if necessary amend the Attachment.
- 3.3. The Attachment shall be updated annually, if needed, and approved in writing and shall not be effective until amendments are executed and approved by the same parties who executed and approved this original agreement, or their successors in the office. Changes to the Attachment or this agreement shall require an amendment to this agreement.
- 3.4. Rates for the biennium of this agreement may not be increased. Should rates need to be increased for future bienniums of this agreement, negotiation of rates shall be completed and agreed upon by MnDOT and DPS prior to May 20 of the odd numbered calendar year proceeding the new biennium. Should this date pass without an agreement, an amendment is required to extend the current agreement to a date certain at the rate of the current agreement.
- 3.5. A reduction or increase in the square footage identified in 3.1 shall necessitate an amendment to the agreement approved by both parties noting the change and the subsequent decrease or increase in cost for the space.

- 3.6. Cost for using classrooms and/or DPS non-exclusive space at the MnDOT Training Center in Arden Hills are not included in this agreement, and shall be handled separately following MnDOT standard procedures and paid for by DPS using a purchase order.
- 3.7. Both parties agree that space occupied and used by DPS in weigh stations, state rest areas, and travel information centers shall not require compensation to MnDOT.
- 3.8. MnDOT will not provide custodial services to Patrol space in MnDOT Truck Station buildings that are located in non-headquarter locations (typically locations other than the A/B district headquarter buildings).

**4. General MnDOT Responsibilities**

- 4.1. MnDOT shall provide the State Patrol with space needed in district offices, weigh stations, rest areas and travel information centers, as set forth in 3.1, to perform its functions.
- 4.2. The space provided may be designated office space, heated storage, cold storage, yard storage, secured yard storage, parking space, or for other uses specified in the Attachment.
- 4.3. Each MnDOT district office shall have at least one contact person for respective building-related work and concerns. This information shall be shared with DPS at the MnDOT District level.

**5. General DPS Responsibilities**

- 5.1. DPS provides various services including but not limited to -- inspection and enforcement duties relative to commercial vehicle weights, law enforcement and security presence at MnDOT owned facilities occupied by DPS, and, with the exception of MnDOT Metro District, statewide dispatch service for MnDOT.
- 5.2. DPS agrees to designate a key contact person who shall be responsible for coordinating with MnDOT's District Building Manager to include but not limited to building surveys, building postings, construction/renovation projects, recycling, reuse and sustainability issues, which occur within the premises, and to communicate with MnDOT on postings of work which may affect the building tenants or building operations. This information shall be shared with MnDOT at the MnDOT District level.
- 5.3. Adhere to MnDOT's building operations practices, including but not limited to building security, safety, smoking, waste/recycling, parking and reasonable care of the space.

**6. Acknowledgements**

- 6.1. Both parties acknowledge that DPS may use, on occasion, MnDOT areas inside the facility to do vehicle searches, inspections, and other law enforcement actions that may arise.
- 6.2. Both parties acknowledge that on occasion, DPS will utilize MnDOT wash bays to clean DPS vehicles. When finished with its use, DPS will return the wash bay to its original condition as found, prior to use.

**7. Appeal Process**

- 7.1. Either party may appeal a decision or action under this agreement. The initial appeal is to the MnDOT district engineer and corresponding DPS captain responsible for the location. If the issue cannot be resolved at that level, it may be addressed by the two authorized representatives identified in Section 2 of this agreement. A final appeal

may be made to the Partnering Executive Group consisting of the Lieutenant Colonel of DPS and the Director of the Operations Division for MnDOT. They shall jointly agree to a resolution of the dispute. If the two agencies cannot agree on a decision, they may jointly seek a third-party mediation to resolve the dispute. Each party will be responsible for its own costs, if any, related to procuring the mediation service. The mediated decision shall be final.

**8. Method of determining square footage for use of space**

- 8.1. The Minnesota Space Measurement Standards (Attachment A) shall be used to determine square footage.
- 8.2. MnDOT shall also provide DPS with a breakdown of MnDOT's determined square footage for space used by DPS in each facility.

**9. Terms of Payment**

- 9.1. As rent for MnDOT space described in Attachment A to this agreement, DPS shall pay MnDOT based on annual costs stated below:
  - \$196,369.60 For 4/1/14 through 6/30/14.
  - \$785,478.38 For 7/1/14 through 6/30/15
- 9.2. DPS shall pay to MnDOT an annual fee for the use of space, specified in Attachment A in quarterly payments due on the last day of September, December, March, and June of each fiscal year of this agreement.

**Note:** Quarterly payments to MnDOT and the total annual amount for each state fiscal year of this agreement are adjustable to actual DPS occupancy dates of space, and shall require an amendment to this agreement.
- 9.3. DPS shall make payments, referencing MnDOT agreement number, directly to MnDOT, using MnDOT's vendor #20036102300; directing payment to the:
  - Minnesota Department of Transportation
  - Accounting and Finance Section, MS 215
  - 395 John Ireland Blvd.
  - St. Paul, MN 55155
- 9.4. MnDOT shall then credit the appropriate MnDOT District Operating Funds account for its share, based on the square footage stated in the Attachment.

**10. Liability**

- 10.1. Each party is solely responsible for its own employees for any worker's compensation claims. An employee of one party shall not be considered an employee of the other party for any purpose.
- 10.2. Each party is solely responsible for its own acts or omissions associated with the use of space administered by the agreement. The liability of the MnDOT and DPS is governed by Minnesota State Statute 3.736.

**11. Audit**

Under Minnesota Statutes 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices of MnDOT and DPS relevant to this agreement are subject to examination by MnDOT, DPS and/or the Legislative Auditor for a minimum of six years from the end of this agreement.

**12. Termination**

This agreement may be terminated by either party, with cause, with 90 days written notice to the other party. Upon termination, MnDOT shall be entitled to payment, determined on a pro rate basis, for services provided. DPS shall not be obligated to pay for any services provided after the effective date of termination.

DPS agrees that at the termination of this agreement by lapse of time or otherwise, it shall remove its personal property and vacate and surrender possession of the premises to MnDOT in as good condition as when DPS took possession, ordinary wear and damage by the elements excepted. Alterations or fixtures attached to the premises shall remain part thereof and shall not be removed unless MnDOT elects to permit removal.

**13. Assignment and Amendments**

13.1. *Assignment:* Neither party may assign nor transfer any rights or obligations under this agreement without the prior consent of the other party and a fully executed assignment agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.

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

[Remainder of page intentionally left blank]



## ADDITIONAL PROVISIONS IN AGREEMENT

### Utility Services – Heating / Cooling/Water/Sewage

#### 14. MnDOT responsibilities

- 14.1. MnDOT shall provide utilities including heat, cooling, water and sewer, but excluding telephone, television, fax, Internet, and other communication services.

#### Heating and Cooling

- 14.2. The premises identified in Attachment A shall be served by heating and cooling facilities of a sufficient design capacity to maintain the premises within the acceptable range of temperatures identified below under all but the most extreme weather conditions, assuming optimal use by DPS of thermostats and other climate control devices such as the opening or closing of blinds, doors and vents within the premises. MnDOT shall provide DPS with written instructions defining said optimal use.
- 14.3. For purposes hereof, the acceptable space temperature settings for various space identified in agreement are as follows:
- a. Heating temperatures shall be set at the following maximum temperatures:
    - i. 68°F to 70°F for all occupied areas and cafeterias with the goal of maintaining the space temperature within the range of 70°F to 74°F during working hours.
    - ii. 65°F to 67°F for all lobby, corridor and restroom areas.
    - iii. 60°F to 62°F for all building entrances, storage areas and tunnels.
    - iv. Temperature settings for all the above referenced spaces shall be lowered to 60°F to 62°F during non-working hours. DPS work hours vary and temperature settings may need to be adjusted to address those work hours.
    - v. 55°F for all unoccupied spaces.
    - vi. 55°F for all vacated spaces.
  - b. Cooling temperatures shall be set at the following minimum temperatures:
    - i. 76°F to 78°F for all occupied space excluding re-heat systems with the goal of maintaining the space temperature less than 78°F during working hours.
    - ii. Temperature settings for all the above referenced spaces shall be increased to 85°F during non-working hours. DPS work hours vary and temperature settings may need to be adjusted to address those work hours.
  - c. Computer rooms, research facilities and special care facilities are exempted from these requirements. Additional building spaces may be exempted from all or part of these requirements, pursuant to the approval of the Commissioner of Administration.

#### Ventilation

- 14.4. Air filters shall be replaced by MnDOT as required by the application and the needs of the system. Unless established to the contrary through interagency agreement, air-handling systems shall operate as required to maintain occupied space temperatures.

#### Electrical

- 14.5. MnDOT shall provide the premises identified in agreement with electrical facilities of a design capacity sufficient to maintain the premises with adequate electrical supply based on normal office usage of the equipment configuration at the start of this agreement at the discretion of MnDOT. DPS-owned equipment, purchased and installed by DPS, or purchased and installed on behalf of DPS through a major construction or renovation project and/or DPS's need for extended hours of operation



which require specialized electrical operation, are considered special program needs and shall be the direct responsibility of DPS at DPS's cost. All DPS equipment installation to be approved in accordance with the provisions of this agreement with MnDOT to ensure proper installation and power equipment.

- a. MnDOT shall provide electrical power for DPS. Power quality is utility grade with no special filtering for harmonics or fluctuations. Power is imported from a utility and MnDOT cannot guarantee continuous availability. If DPS has a need for continuous, uninterruptible, or specific power quality needs, it shall be DPS's responsibility to provide and maintain filtering or standby equipment as necessary. Installation of this equipment shall be approved by MnDOT.
- b. The MnDOT is required by code to perform scheduled preventive maintenance activities to ensure safe, reliable and efficient electrical service to a building. Routine power interruptions are required to perform this work and shall be scheduled on a campus wide basis over the course of the calendar year. The frequency and length of interruptions shall vary between buildings due to the size of the building and the amount of equipment within the building. In coordination with DPS and where practical, MnDOT shall strive to not disrupt DPS activities. If needed, MnDOT may schedule work during "off hours," nights and weekends in an effort to minimize disruption to DPS activities at the same time working within the limitations of available manpower and available equipment. In the event of an emergency situation MnDOT reserves the right to interrupt electrical services as required during normal business hours.
- c. For non-scheduled power outages, every effort shall be made by MnDOT to restore electrical power in cooperation with the respective utility companies as soon as reasonably possible.

## Use of Space

### 15. DPS Responsibilities

- 15.1. DPS agrees not to use the premises in this agreement in any way which, in the judgment and discretion of MnDOT, poses a hazard to building occupants, the premises or the building in part or whole, nor shall DPS use the premises so as to cause damage, annoyance, nuisance or inconvenience to other building occupants.
- 15.2. DPS agrees to not use any stairwells, stairwell landings, loading dock areas, electrical, low voltage and mechanical equipment rooms or janitorial closets under the custodial control of MnDOT as storage areas. DPS agrees to consider all common areas in the buildings not located within the premises identified in agreement including entrances, lobbies, stairwells and landings as public common spaces and shall only use them for State-approved events and shall comply with Minnesota Rules, Chapter 1235.0100 through Chapter 1235.0600, Rules Governing Public Rallies. All rules of conduct for users of public space shall apply for the use of such space.
- 15.3. DPS agrees to consider conference rooms not identified as part of the premises in agreement and under the custodial control of MnDOT, as public, common spaces and shall only use them for State-sponsored events. Such public conference rooms shall not be used by DPS, DPS's staff or private vendor(s) for solicitation or sales. When scheduling conference rooms, DPS agrees to use the MnDOT scheduling tool or calendar, where available.

- 15.4. DPS shall be responsible for maintaining all non-perimeter security devices or sensors on the premises (including panic devices, call boxes, and cameras) installed at their request and for the sole purpose of DPS use. Where applicable, the response protocol for security devices and alarm activation shall be determined at the district level.

## **Regional Contacts and Communication**

### **16. Both MnDOT and DPS**

- 16.1. Each MnDOT District office shall have designated contacts as identified in Sections 4 and 5 of this agreement.
- a. MnDOT's Building Manager or designee shall coordinate with DPS's key contact person on any work scheduled in a building which could affect building operations.
  - b. MnDOT shall provide notice of these events and DPS shall provide communication to tenants. Reasonable coordination efforts shall be made by MnDOT with DPS's key contact person to prevent scheduling conflicts prior to posting bulletins and the commencement of work.

## **Process and Specific Responsibilities for Major Construction or Renovation at Facilities**

### **17. Modifications to the condition of the space**

- 17.1. MnDOT shall contact DPS prior to initiating any work that will repair the condition of the physical and/or operational characteristics of the premises identified in agreement. Where plans are required, plans shall be reviewed by DPS or their designee. Implementation of the work shall be performed either by:
- a. Qualified MnDOT staff, or
  - b. Licensed contractor, as authorized by MnDOT, under contract with the MnDOT, Said contractor shall follow all applicable codes and licensure requirements.
- 17.2. MnDOT shall include DPS in the scoping process of modifications to the space.
- 17.3. DPS shall contact MnDOT to initiate any work that will affect the physical and/or operational characteristics of the premises in agreement. Such work may include but not be limited to: construction, remodeling, renovation, painting, modular furniture, security systems and communication/data cabling.
- 17.4. Process to be followed includes:
- DPS/Patrol provides scope of work to MnDOT District.
- MnDOT District approves and submits scope of work to the Office of Maintenance, Building Services Section (BSS) to determine estimated project cost.
- a. Projects \$50,000 in value or less.
    - i. Consideration for project funding will be held at the MnDOT District/MSP District level.
    - ii. MnDOT District performs work or hires contractor through local purchasing agent.
    - iii. If the project does not require a plan, the District will only notify BSS prior to commencing work.
    - iv. Projects requiring plans and specifications will be submitted by the District to BSS as a District priority project.

- v. BSS will schedule the project design based on fiscal year of funding and staff resources, similar to other District priority projects. BSS will provide completed documents to the District to move forward with bidding process.
- b. Projects greater than \$50,000 but less than \$1.5 million
  - i. BSS prepares a submittal package for the Use of Space Executive Board (Board consisting of senior management representatives from both DPS/Patrol and MnDOT that can make financial commitments for their agency).
    - a. Standard submittal package to include:
      1. Project scope
      2. Project estimated duration (concept to close out)
      3. Preliminary construction estimate (current year)
      4. BSS project management/program delivery costs for consultant or in house design and construction administration.
    - ii. Executive Board determines:
      - a. If the project moves forward.
      - b. BSS program delivery funding (including funding year)
      - c. Project construction funding sources (including funding strings and year)
  - c. Projects greater than \$1.5 million
    - i. BSS prepares a submittal package for the Use of Space Executive Board (Board consisting of senior management representatives from both DPS/Patrol and MnDOT that can make financial commitments for their agency).
      - a. Standard submittal package to include:
        1. Project scope
        2. Project estimated duration (concept to close out)
        3. Preliminary construction estimate (current year)
        4. BSS project management/program delivery costs for consultant or in house design and construction administration.
        5. Time, costs and steps needed to work through the State Designer Selection Board (SDSB). The SDSB considers projects with an estimated cost greater than \$2M or a planning project with estimated fees greater than \$200,000.
      - ii. Executive Board determines:
        - a. If the project moves forward
        - b. Which Agency will make the funding request to the Legislature
        - c. BSS program delivery funding (based on MnDOT's involvements).

## **Specific Responsibilities for Maintenance, and Minor Construction, Renovation, and Remodeling of Facilities**

### **18. MnDOT Responsibilities**

#### **Maintenance, Construction, Remodeling and Renovation Work**

- 18.1. MnDOT shall inform DPS in writing, of maintenance, construction, remodeling or renovation work being initiated or coordinated by MnDOT in the premises identified in agreement or building.

#### **Carpet Replacement**

- 18.2. MnDOT shall repair or replace worn or damaged carpet according to funding availability, age and condition of the carpet and/or other building priorities. Unsafe carpet shall be repaired or replaced at discretion of MnDOT. The carpet is expected to have a minimum life cycle of twelve (12) years. The quality of carpet to be installed shall be determined by MnDOT. Selection of DPS shall be made from MnDOT sample selections. If DPS desires any carpet and MnDOT does not have funding available, MnDOT shall contract, install and invoice DPS. Colors and quality selection shall be approved in writing by MnDOT to ensure durability, maintainability and uniformity.

#### **Interior Decoration**

- 18.3. MnDOT shall paint all interior walls showing wear or damage according to funding availability, age and condition of the paint and/or other building priorities. Painting is expected to have a minimum useful life of seven (7) years under normal use. Selection shall be made by DPS from MnDOT sample selections. If DPS desires a different type of wall treatment or a different quality of paint, MnDOT shall contract and invoice DPS for the difference in cost. If DPS desires painting and MnDOT does not have funding available, MnDOT shall contract, do the work and invoice DPS. Colors and quality selection shall be approved in writing by MnDOT to ensure durability, maintainability, and uniformity.

#### **Window Treatments**

- 18.4. MnDOT shall repair or replace exterior, perimeter window treatments that are damaged or discolored according to funding availability, age and condition of the window treatments and/or other building priorities. Window treatments are expected to have a minimum useful life of fifteen (15) years. The determination is to be made at the discretion of MnDOT. Exterior window treatments shall be selected from the State Contract. If DPS chooses to select a different exterior window treatment that is not under State Contract, DPS shall pay the portion above the State Contract rate. If DPS desires a different type of window treatment, MnDOT shall contract and invoice DPS. Colors, quality selection, and type shall be approved in writing by MnDOT to ensure durability, maintainability, and uniformity. Replacement of any interior window treatments shall be the responsibility of DPS and any related costs shall be borne by DPS.

#### **Ceiling Tiles**

- 18.5. MnDOT shall replace damaged or stained ceiling tiles. The determination whether to replace shall be made at the discretion of MnDOT.

#### **Mechanical/Operating Systems and Equipment Repair/Replacement Services**

- 18.6. MnDOT shall provide engineering, preventative maintenance, maintenance, repair and replacement services on mechanical/operating systems and equipment within the building that are MnDOT-owned and under MnDOT's custodial control.

#### **Grounds Maintenance Services**

- 18.7. MnDOT shall maintain all entrances, sidewalks and grounds on an as needed schedule to ensure safe access and egress. This shall include the following:
- a. Snow and ice removal during normal business hours
  - b. Snow and ice removal to allow for building access for parking needs during off-hours, as able
  - c. Exterior maintenance of turf, shrubs, trees and plants.

#### **Security Services**

- 18.8. In cooperation with the Department of Public Safety/State Patrol, MnDOT shall maintain existing building perimeter security devices such as locks, lighting, access control devices and other security devices.

#### **Signage**

- 18.9. MnDOT shall provide for directory signage located in the public spaces. The quantity and location of directory signage shall be at MnDOT's discretion.

#### **19. DPS responsibilities**

- 19.1. DPS agrees to inform MnDOT District Building Manager of any issues regarding maintenance, construction, renovation, and remodeling in a timely fashion.
- 19.2. If an issue is not resolved appropriately, DPS may use the appeal process identified in Section 7 of this agreement.
- 19.3. Identification of space within premises identified in agreement is responsible by the MnDOT and shall not be changed by DPS. If DPS contracts for signage with a private vendor, selection shall be coordinated through and approved by MnDOT to ensure appropriate signage and accessible specifications and standards have been met. DPS shall pay for the cost of this signage.

#### **Custodial Services**

##### **20. MnDOT Responsibilities**

The following custodial effort and frequency is the basic level of service provided by MnDOT; however, it is understood that under extenuating circumstances, a deviation from this schedule may occur.

- 20.1. In general, MnDOT shall provide the same level of cleaning for DPS that will be provided for MnDOT employees and their space. This cleaning shall be conducted during the normal work week, Monday through Friday.
- 20.2. Daily cleaning
- Clean/sanitize restrooms, showers and locker rooms. To include all fixtures, containers, benches, doors and floors. Restock supplies.
  - Clean & mop all hard floors in entrances, lobby's, elevators, stairwells, halls and offices.
  - Vacuum carpet in high traffic areas.
  - Empty all trash containers and take out material marked as trash.
  - Clean and sanitize commons areas to include hand rails, door knobs/pulls/push plates, water fountains, light switches, inside elevators, lunchroom floors, tables, counters/sinks, payphones/directories, and etcetera.
  - Spot clean ceiling, walls, floors, doors, windows, furniture and equipment as needed.
- 20.3. Weekly cleaning
- Vacuum carpet in all areas, spot clean as needed. Sweep and mop all stair risers.
  - Dust common areas.
  - Buff/burnish hard floors, refinish as needed.
- 20.4. Semi-annual cleaning
- Clean HVAC supply and return grills.
  - Shampoo carpet as needed.



- Wash windows in/out.
- 20.5. Annual cleaning
- Deep clean all carpets w/extraction, rotary shampooing, or other deep cleaning methods.
- 20.6. MnDOT shall be responsible for custodial services at designated weigh stations where identified in Attachment A.
- 20.7. Due to their limited hours of operation, MnDOT will not provide custodial service to non-primary weigh station buildings (primary weigh stations are identified in Attachment A).

**21. DPS Responsibilities**

- 21.1. DPS shall be responsible for custodial services at DPS designated space at travel information centers and rest areas.
- 21.2. DPS shall be responsible for custodial services at weigh stations not identified in Attachment A.

## **Recycling, Energy Efficiency and Sustainability**

**22. MnDOT responsibilities**

- 22.1. Minnesota believes in the value of recycling and MnDOT shall provide recycling service at each location.

**23. DPS responsibilities**

- 23.1. DPS agrees to observe reasonable precautions to prevent waste and conserve energy and natural resources by use of settings as determined by MnDOT for thermostats, vents, appliances, lights and climate control devices such as window treatments. DPS agrees to follow all Governor, MnDOT, or District policy regarding energy use. MnDOT may provide DPS with instructions defining said optimal use.
- 23.2. DPS is responsible for all of their confidential recycling.

## **Insurance and Fire Suppression**

**24. MnDOT responsibilities**

- 24.1. MnDOT insures the building structures only, each party is responsible for its own fixtures, equipment, computers, radios, personal property, and other contents in any building.
- 24.2. MnDOT shall provide preventive maintenance, repair and replacement and annual testing and inspection of fire suppression systems in accordance with the local jurisdiction requirements within the buildings that are MnDOT owned.

## **Liability and Personal Property**

**25. DPS Responsibilities**

- 25.1. DPS is responsible for agency owned equipment and office furniture. Disposal shall be at DPS's expense.
- 25.2. All DPS owned and furnished equipment shall be DPS's responsibility to maintain, repair and inspect. DPS to be responsible for any cost of repairs to the building and building components resulting from DPS owned equipment failure.

- 25.3. UL certified appliances such as, but not limited to toasters, microwaves, refrigerators, coffee makers are only allowed in designated common areas as designated by MnDOT.
  - 25.4. DPS shall be responsible for all costs related to environmental and/or other clean-up costs caused by DPS activities or functions. This includes clean up caused by, but not limited to, interior or exterior storage of state owned vehicles, confiscated vehicles, batteries, drugs and equipment on MnDOT property or any pollutant, contaminant, or hazardous substance brought onto, stored, or disposed of on MnDOT property. No pollutant, contaminant, or hazardous substance will be introduced into MnDOT's waste stream without express written (email or otherwise) consent of MnDOT's District Facilities Supervisor.
  - 25.5. DPS is responsible for the clean-up and related costs for any damage done to MnDOT furnishings, equipment and MnDOT employee personal property arising from DPS's misuse or neglect of the provisions in this agreement.
- 26. MnDOT Responsibilities**
- 26.1. MnDOT is responsible for the clean-up and related costs for any damage done to DPS furnishings, equipment and DPS employee personal property arising from MnDOT's misuse or neglect of the provisions in this agreement. MnDOT will follow established MnDOT practices and processes for storing, handling, and disposing of pollutants, contaminants, and hazardous substances.

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Minnesota Department of Transportation  
Approved

By: [Signature]

Title: Division Director

Date: 3/31/14

MnDOT Contract Management:

(as to form)

[Signature] April 2, 2014

Minnesota Department of Public Safety  
Approved

By: [Signature]

Title: LT. COLONEL

Date: 3-28-14

State Encumbrance Verification

By: [Signature]

Date: 3-27-14

SWIFT Contract No. 76189

Purchase Order ID No 3000020417



## Minnesota Space Measurement Standards

### USABLE SQUARE FEET

- 4.1 Definition The Leased Premises is defined as the total usable square feet exclusively occupied by LESSEE and is the basis for calculation of rent payable hereunder.
- 4.2 Measurement Method Usable square feet is calculated by measurement from the inside finished surface of exterior walls to the inside finished surface of Building corridor and other permanent walls or to the center of walls demising the Leased Premises from adjacent tenant space. Measurement is taken from the exterior wall glass line only if more than fifty percent (50%) of the wall is glass.
- 4.3 Exclusions and Deductions Excluded from the usable square feet measurement are:
- a. vertical shafts,
  - b. elevators,
  - c. stairwells,
  - d. dock areas,
  - e. mechanical, utility and janitor rooms,
  - f. restrooms, corridors, lobbies and receiving areas accessible to the public or used in common with other tenants;
  - g. each and every column and/or pilaster within the Leased Premises of four (4) square feet or more; and
  - h. each and every column and/or pilaster attached to the exterior or demising wall within the Leased Premises.

## Space Measurement Standards for Non-Office Type Space

### Yard Space

1. Any area fenced in for the sole use by MSP will be considered as usable space. This space should be measured from the inside post at each corner of the area. The opposing side measurements will be averaged, the resulting values will be multiplied by each other and the result will be the square footage of the fenced in area. If the area is not a rectangle or square, the area may need to be surveyed to get the proper area.
2. For non-fenced areas used by MSP the area to be used for the agreement will be an area mutually agreed to by MnDOT and MSP. The area to be used will be marked out on a site plan in the approximate location to be used and will be kept on record in the BSS office.

### Parking Spaces

1. Outdoor parking stalls designated and signed as MSP only will be assigned an area of 210 sq. ft. per space.
2. Indoor parking stalls used by MSP will be assigned an area of 180 sq. ft.

### Miscellaneous Storage Space

1. Any storage space within a MnDOT building will be measured on the drawing for that building. These measurements will be done following as close as possible the Department of Administration guidelines for usable square feet, realizing that they were developed for office type space. These storage space sizes should be mutually agreed to by MnDOT and MSP.

**PRIMARY WEIGH SCALES**

| DISTRICT       | NAME                    | BUILDING NUMBER | CITY, STATE ZIP                |
|----------------|-------------------------|-----------------|--------------------------------|
| District 1     | Saginaw Weigh Scale     | T7910092125     | Saginaw, MN 55779              |
| District 2     | Erskine Weigh Scale     | T7910092125     | Erskine, MN 56535              |
| District 2     | RED RIVER WEIGH SCALE   | T7940092054     | Dilworth, MN 56529             |
| District 7W    | Worthington Weigh Scale | T7975092119     | Worthington, MN 56187          |
| Metro District | Daytonport Weigh Scale  | T7990092139     | Elk River, MN 55303            |
|                | St Croix Weigh Scale    | T7990092129     | West Lakeland Twnshp, MN 55082 |

| Minnesota Department of Transportation             |                 |         |  |         |             |
|--|-----------------|---------|--|---------|-------------|
| Space Location and Type                            | Who             | SQ. FT. |  | Charged | Not Charged |
| <b>District 1</b>                                  |                 |         |  |         |             |
| <b>Duluth HQ - T7910090221</b>                     |                 |         |  |         |             |
| Office Space                                       | MSP2700         | 4,029   | Includes Old dispatch space of 660 sq. ft./<br>Reduced space of 4286 by 257 sq. ft. with<br>removal of lunch/conference room Revised<br>12/6/2013. | 3,369   | 660         |
| Heated Storage                                     | MSP2700         | 720     | Incr. from 540 12/6/2013(4 Parking spaces)   | 720     |             |
| Cold storage                                       | MSP2700         |         |  |         |             |
| Yard Storage                                       | MSP2700         |         |  |         |             |
| Secured Yard Storage                               | MSP2700         | 39,108  |  | 39,108  |             |
| Parking Space                                      | MSP2700         | 11      |  |         | 11          |
| <b>Virginia HQ - T7915090123</b>                   |                 |         |  |         |             |
| Office Space                                       | MSP3100         | 4,796   | Includes Old dispatch space of 1522 sq. ft.<br>figures revised upward by 9sq ft to reflect<br>Archibus figures.                                    | 3,274   | 1,522       |
| Heated Storage                                     |                 |         |  |         |             |
| Cold storage                                       |                 |         |  |         |             |
| Yard Storage                                       | MSP3100         | 11,000  |  | 11,000  |             |
| Secured Yard Storage                               |                 |         |  |         |             |
| Parking Space                                      | MSP3100         | 14      |  |         | 14          |
| <b>Carlton S.B. 35 - T7910090284</b>               |                 |         |  |         |             |
| Office Space                                       | MSP2700         | 352     |  | 352     |             |
| Office Space                                       | CV4750          | 459     | Rest of building 374 sq. ft. restrooms and<br>mechanical   |         | 459         |
| Heated Storage                                     |                 |         |  |         |             |
| Cold storage                                       |                 |         |  |         |             |
| Yard Storage                                       |                 |         |  |         |             |
| Secured Yard Storage                               |                 |         |  |         |             |
| Parking Space                                      |                 |         |  |         |             |
| <b>Thompson Hill Patrol Building - T7910092141</b> |                 |         |  |         |             |
| Office Space                                       | MSP2700         | 1,561   |  |         | 1,561       |
| Heated Storage                                     | MSP2700         | 983     | attached garage  |         | 983         |
| Cold storage                                       |                 |         |  |         |             |
| Yard Storage                                       |                 |         |  |         |             |
| Secured Yard Storage                               |                 |         |  |         |             |
| Parking Space                                      | MSP2700         | 3       |  |         | 3           |
| <b>Saginaw Scale - T7910092125</b>                 |                 |         |  |         |             |
| Office Space                                       | CV4750          | 866     | Changed from 844 to match Archibus drawing<br>total 1/24/14  |         | 866         |
| Heated Storage                                     | CV4750          | 818     | Changed from 801 to match Archibus drawing<br>total 1/24/14  |         | 818         |
| Cold storage - T7910090216                         | CV4750          | 175     |  |         | 175         |
| Cold storage - T7910090216                         | MSP2700         | 384     | Garage- T7910090216  |         | 384         |
| Yard Storage                                       |                 |         |  |         |             |
| Secured Yard Storage                               |                 |         |  |         |             |
| Parking Space                                      |                 |         |  |         |             |
| <b>Kettle River Rest Area - T7910095105</b>        |                 |         |  |         |             |
| Office Space                                       | MSP2700         | 132     |  |         | 132         |
| Heated Storage                                     |                 |         |  |         |             |
| Cold storage                                       |                 |         |  |         |             |
| Yard Storage                                       |                 |         |  |         |             |
| Secured Yard Storage                               |                 |         |  |         |             |
| Parking Space                                      |                 |         |  |         |             |
| <b>General Andrews Rest Area - T7910095106</b>     |                 |         |  |         |             |
| Office Space                                       | MSP2700         | 132     |  |         | 132         |
| Heated Storage                                     |                 |         |  |         |             |
| Cold storage                                       |                 |         |  |         |             |
| Yard Storage                                       |                 |         |  |         |             |
| Secured Yard Storage                               |                 |         |  |         |             |
| Parking Space                                      |                 |         |  |         |             |
| <b>Totals</b>                                      |                 |         |  |         |             |
| Office Space                                       | MSP2700/MSP3100 | 11,002  | MSP2700 - 6206 MSP3100 - 4796  | 6,995   | 4,007       |
| Heated Storage                                     | MSP2700         | 1,703   |  | 720     | 983         |
| Cold storage                                       | MSP2700         | 384     |  |         | 384         |
| Yard Storage                                       | MSP3100         | 11,000  |  | 11,000  |             |
| Secured Yard Storage                               | MSP2700         | 39,108  |  | 39,108  |             |
| Parking Space                                      | MSP2700/MSP3100 | 28      | MSP2700 - 14 MSP3100 - 14  |         | 28          |
| Office Space                                       | CV4750          | 1,325   |  |         | 1,325       |
| Heated Storage                                     | CV4750          | 818     |  |         | 818         |
| Cold storage                                       | CV4750          | 175     |  |         | 175         |
| Yard Storage                                       |                 |         |  |         |             |
| Secured Yard Storage                               |                 |         |  |         |             |
| Parking Space                                      |                 |         |  |         |             |



| Minnesota Department of Transportation |         |         |   |         |             |      |
|--|---------|---------|---|---------|-------------|------|
| Space Location and Type                | Who     | SQ. FT. | Notes                                       | Charged | Not Charged |      |
| District 2                             |         |         |   |         |             |      |
| Bemidji HQ - T7920090330               |         |         |   |         |             |      |
| Office Space                           | MSP3200 | 375     |   | 375     |             |      |
| Heated Storage                         |         |         |   |         |             |      |
| Cold storage                           |         |         |   |         |             |      |
| Yard Storage                           |         |         |   |         |             |      |
| Secured Yard Storage                   |         |         |   |         |             |      |
| Parking Space                          | MSP3200 | 2       |   |         |             | 2    |
| Thief River Falls TS - T7920090533     |         |         |   |         |             |      |
| Office Space                           | MSP3200 | 3,280   |   | 3280    |             |      |
| Heated Storage                         | MSP3200 | 1,571   |   | 1571    |             |      |
| Cold storage                           |         |         |   |         |             |      |
| Yard Storage                           | MSP3200 | 22,500  |   | 22500   |             |      |
| Secured Yard Storage                   |         |         |   |         |             |      |
| Parking Space                          |         |         |   |         |             |      |
| Ada TS - T7920090517                   |         |         |   |         |             |      |
| Office Space                           | MSP3200 | 141     |   | 141     |             |      |
| Heated Storage                         |         |         |   |         |             |      |
| Cold storage                           |         |         |   |         |             |      |
| Yard Storage                           |         |         |   |         |             |      |
| Secured Yard Storage                   |         |         |   |         |             |      |
| Parking Space                          |         |         |   |         |             |      |
| Bagley TS - T7920090317                |         |         |   |         |             |      |
| Office Space                           | MSP3200 | 412     |   |         |             | 412  |
| Heated Storage                         | MSP3200 | 1,471   | No charge per an agreement                  |         |             | 1471 |
| Cold storage                           |         |         |   |         |             |      |
| Yard Storage                           |         |         |   |         |             |      |
| Secured Yard Storage                   |         |         |   |         |             |      |
| Parking Space                          |         |         |   |         |             |      |
| Haflock TS - T7920090516               |         |         |   |         |             |      |
| Office Space                           | MSP3200 | 142     |   | 142     |             |      |
| Heated Storage                         |         |         |   |         |             |      |
| Cold storage                           |         |         |   |         |             |      |
| Yard Storage                           |         |         |   |         |             |      |
| Secured Yard Storage                   |         |         |   |         |             |      |
| Parking Space                          |         |         |   |         |             |      |
| Roseau TS - T7920090536                |         |         |   |         |             |      |
| Office Space                           |         |         |   |         |             |      |
| Heated Storage                         | MSP3200 | 100     | Approx. - no charge                         |         |             | 100  |
| Cold storage                           |         |         |   |         |             |      |
| Yard Storage                           |         |         |   |         |             |      |
| Secured Yard Storage                   |         |         |   |         |             |      |
| Parking Space                          |         |         |   |         |             |      |
| Erskine Scale - T7925092042            |         |         |   |         |             |      |
| Office Space                           | CV4770  | 1,266   | Lowered from 1278 to match Archibus figure  |         |             | 1266 |
| Heated Storage                         | CV4770  | 938     | Raised from 935 to match Archibus           |         |             | 938  |
| Cold storage                           |         |         |   |         |             |      |
| Yard Storage                           |         |         |   |         |             |      |
| Secured Yard Storage                   |         |         |   |         |             |      |
| Parking Space                          |         |         |   |         |             |      |
| Totals                                 |         |         |   |         |             |      |
| Office Space                           | MSP3200 | 4,350   |   | 3938    |             | 412  |
| Heated Storage                         | MSP3200 | 3,042   | Minus 1571 sq. ft. no charge per agreements | 1571    |             | 1571 |
| Yard Storage                           | MSP3200 | 22,500  |   | 22500   |             |      |
| Parking Space                          | MSP3200 | 2       |   |         |             | 2    |
| Office Space                           | CV4770  | 1,266   |   |         |             | 1266 |
| Heated Storage                         | CV4770  | 938     |   |         |             | 938  |

| Minnesota Department of Transportation      |                 |         |                                   |         |             |       |
|---|-----------------|---------|-----------------------------------|---------|-------------|-------|
| Space Location and Type                     | Who             | SQ. FT. | Notes                             | Charged | Not Charged |       |
| District 3A                                 |                 |         |                                   |         |             |       |
| Baxter HQ - T7930090443                     |                 |         |                                   |         |             |       |
| Office Space                                | MSP2800         | 4,095   | Revised from 5107 sq ft 12/3/2013 | 4095    |             |       |
| Heated Storage                              | MSP2800         | 491     | Garage area in HQ Building        | 491     |             |       |
| Cold storage - T7930090451                  | MSP2800         | 980     | Building #90451                   | 980     |             |       |
| Yard Storage                                | MSP2800         | 2,000   |                                   | 2000    |             |       |
| Secured Yard Storage                        |                 |         |                                   |         |             |       |
| Parking Space                               | MSP2800         | 10      |                                   |         |             | 10    |
| Area of Patrol Lot                          | MSP2800         | 19418   |                                   |         |             | 19418 |
| Wadena TS - T7930090450                     |                 |         |                                   |         |             |       |
| Office Space                                | MSP2900         | 152     |                                   | 152     |             |       |
| Heated Storage                              |                 |         |                                   |         |             |       |
| Cold storage                                |                 |         |                                   |         |             |       |
| Yard Storage                                |                 |         |                                   |         |             |       |
| Secured Yard Storage                        |                 |         |                                   |         |             |       |
| Parking Space                               |                 |         |                                   |         |             |       |
| Brainerd Lakes Welcome Center - T7930095312 |                 |         |                                   |         |             |       |
| Office Space                                | MSP2800         | 345     |                                   |         |             | 345   |
| Heated Storage                              |                 |         |                                   |         |             |       |
| Cold storage                                |                 |         |                                   |         |             |       |
| Yard Storage                                |                 |         |                                   |         |             |       |
| Secured Yard Storage                        |                 |         |                                   |         |             |       |
| Parking Space                               |                 |         |                                   |         |             |       |
| Totals                                      |                 |         |                                   |         |             |       |
| Office Space                                | MSP2900/MSP2800 | 4,592   | MSP2800 - 4440 MSP2900 - 152      | 4247    |             | 345   |
| Heated Storage                              | MSP2800         | 491     |                                   | 491     |             |       |
| Cold storage                                | MSP2800         | 980     |                                   | 980     |             |       |
| Yard Storage                                | MSP2800         | 2,000   |                                   | 2000    |             |       |
| Secured Yard Storage                        |                 |         |                                   |         |             |       |
| Parking Space                               | MSP2800         | 10      |                                   |         |             | 10    |
| Area of Patrol Lot                          | MSP2800         | 19418   |                                   |         |             | 19418 |

| Minnesota Department of Transportation     |         |         |  |         |             |
|--|---------|---------|--|---------|-------------|
| Space Location and Type                    | Who     | SQ. FT. | Notes  | Charged | Not Charged |
| <b>District 3B</b>                         |         |         |  |         |             |
| <b>St Cloud HQ - T7935090735</b>           |         |         |  |         |             |
| Office Space                               | MSP2600 | 6,502   | Old dispatch space of 1192 sq. ft. is not included. Revised down from 5423 to 5310 from archibus actual 12/27/2013 | 5,310   | 1,192       |
| Heated Storage                             |         |         |  |         |             |
| Cold storage                               | MSP2600 | 4,183   | #90775 - 2684 sq. ft. and #90786(DNR) - 1288 sq. ft.   | 4,183   |             |
| Yard Storage                               | MSP2600 | 16,010  | #90787 Patrol Post Building - 211 sq. ft.  | 16,010  |             |
| Secured Yard Storage                       | MSP2600 | 10,090  |  | 10,090  |             |
| Parking Space                              |         |         |  |         |             |
| <b>Buffalo TS - T7935090753</b>            |         |         |  |         |             |
| Office Space                               |         |         |  |         |             |
| Heated Storage                             | MSP2600 | 172     | On mezzanine. No charge by agreement??   |         | 172         |
| Cold storage                               |         |         |  |         |             |
| Yard Storage                               |         |         |  |         |             |
| Secured Yard Storage                       |         |         |  |         |             |
| Parking Space                              |         |         |  |         |             |
| <b>Monticello TS - T7935090742</b>         |         |         |  |         |             |
| Office Space                               |         |         |  |         |             |
| Heated Storage                             |         |         |  |         |             |
| Cold storage                               |         |         |  |         |             |
| Yard Storage                               | MSP2600 | 540     | Proposed Command Vehicle Parking   |         | 540         |
| Secured Yard Storage                       |         |         |  |         |             |
| Parking Space                              | MSP2600 | 1       |  |         | 1           |
| <b>Central Minnesota TIC - T7935095360</b> |         |         |  |         |             |
| Office Space                               | MSP2600 | 99      |  |         | 99          |
| Heated Storage                             |         |         |  |         |             |
| Cold storage                               |         |         |  |         |             |
| Yard Storage                               |         |         |  |         |             |
| Secured Yard Storage                       |         |         |  |         |             |
| Parking Space                              |         |         |  |         |             |
| <b>Enfield Rest Area - T7935095354</b>     |         |         |  |         |             |
| Office Space                               | MSP2600 | 121     |  |         | 121         |
| Heated Storage                             |         |         |  |         |             |
| Cold storage                               |         |         |  |         |             |
| Yard Storage                               |         |         |  |         |             |
| Secured Yard Storage                       |         |         |  |         |             |
| Parking Space                              |         |         |  |         |             |
| <b>Sauk Centre TS - T7935090772</b>        |         |         |  |         |             |
| Office Space                               | MSP2600 | 121     |  | 121     |             |
| Heated Storage                             | MSP2600 | 170     |  | 170     |             |
| Cold storage                               |         |         |  |         |             |
| Yard Storage                               |         |         |  |         |             |
| Secured Yard Storage                       |         |         |  |         |             |
| Parking Space                              | MSP2600 | 1       |  |         | 1           |
| <b>Totals</b>                              |         |         |  |         |             |
| Office Space                               | MSP2600 | 6,843   |  | 5,431   | 1,412       |
| Heated Storage                             | MSP2600 | 342     |  | 170     | 172         |
| Cold storage                               | MSP2600 | 4,183   |  | 4,183   |             |
| Yard Storage                               | MSP2600 | 16,550  |  | 16,010  | 540         |
| Secured Yard Storage                       | MSP2600 | 10,090  |  | 10,090  |             |
| Parking Space                              | MSP2600 | 2       |  |         | 2           |



| Minnesota Department of Transportation     |                 |         |   |         |             |
|--|-----------------|---------|---|---------|-------------|
| Space Location and Type                    | Who             | SQ. FT. | Notes   | Charged | Not Charged |
| <b>District 4</b>                          |                 |         |   |         |             |
| <b>Detroit Lakes HQ - T7940090616</b>      |                 |         |   |         |             |
| Office Space                               | MSP2900         | 5,598   | Includes Old dispatch space of 1244 sq. ft. Revised old dispatch space to 1239 and patrol space to 4359 for a total of 5598. 12/31/2013   | 4359    | 1239        |
| Heated Storage                             | MSP2900         | 1,578   | 2 rooms totaling 2034 sq. ft. shared with MnDOT SO/SO, Patrols portion of the 2 rooms is 1017 sq. ft. Patrol also has a room of 561 sq. ft. Their total of Heated storage is 1578 sq. ft. | 1578    |             |
| Cold storage - T7940090638                 | MSP2900         | 300     | Bldg. #90638  | 300     |             |
| Yard Storage                               | MSP2900         | 7,500   |   | 7500    |             |
| Secured Yard Storage                       |                 |         |   |         |             |
| Parking Space                              |                 |         |   |         |             |
| <b>Morris HQ - T7945090820</b>             |                 |         |   |         |             |
| Office Space                               | MSP2600         | 114     |   | 114     |             |
| Heated Storage                             |                 |         |   |         |             |
| Cold storage                               |                 |         |   |         |             |
| Yard Storage                               |                 |         |   |         |             |
| Secured Yard Storage                       |                 |         |   |         |             |
| Parking Space                              |                 |         |   |         |             |
| <b>Alexandria TS - T7945090818</b>         |                 |         |   |         |             |
| Office Space                               | MSP2900         | 216     | On mezzanine  | 216     |             |
| Heated Storage                             |                 |         |   |         |             |
| Cold storage                               |                 |         |   |         |             |
| Yard Storage                               |                 |         |   |         |             |
| Secured Yard Storage                       |                 |         |   |         |             |
| Parking Space                              |                 |         |   |         |             |
| <b>Fergus Falls TS - T7940090615</b>       |                 |         |   |         |             |
| Office Space                               | MSP2900         | 184     |   | 184     |             |
| Heated Storage                             |                 |         |   |         |             |
| Cold storage                               |                 |         |   |         |             |
| Yard Storage                               |                 |         |   |         |             |
| Secured Yard Storage                       |                 |         |   |         |             |
| Parking Space                              |                 |         |   |         |             |
| <b>Red River Weigh Scale - T7940092054</b> |                 |         |   |         |             |
| Office Space                               | CV4760          | 2,501   |   |         | 2501        |
| Heated Storage                             | CV4760          | 2,145   |   |         | 2145        |
| Cold storage                               |                 |         |   |         |             |
| Yard Storage                               |                 |         |   |         |             |
| Secured Yard Storage                       |                 |         |   |         |             |
| Parking Space                              |                 |         |   |         |             |
| <b>Totals</b>                              |                 |         |   |         |             |
| Office Space                               | MSP2900/MSP2600 | 6,112   | MSP2600 - 114 MSP2900 - 4759  | 4873    | 1239        |
| Heated Storage                             | SP              | 1,578   |   | 1578    |             |
| Cold storage                               | SP              | 300     |   | 300     |             |
| Yard Storage                               | SP              | 7,500   |   | 7500    |             |
| Secured Yard Storage                       |                 |         |   |         |             |
| Parking Space                              |                 |         |   |         |             |
| Office Space                               | CV4760          | 2,501   |   |         | 2501        |
| Heated Storage                             | CV4760          | 2,145   |   |         | 2145        |
| Cold storage                               |                 |         |   |         |             |
| Yard Storage                               |                 |         |   |         |             |
| Secured Yard Storage                       |                 |         |   |         |             |
| Parking Space                              |                 |         |   |         |             |



| Minnesota Department of Transportation |         |         |   |         |             |
|--|---------|---------|---|---------|-------------|
| Space Location and Type                | Who     | SQ. FT. | Notes   | Charged | Not Charged |
| <b>District 6A</b>                     |         |         |   |         |             |
| <b>Rochester HQ - T7960091225</b>      |         |         |   |         |             |
| Office Space                           | MSP2100 | 4,954   | 3845 sq. ft. of Patrol Office space, Dispatch space of 841 sq. ft. and 268 sq. ft. of Office space for dispatch supervisors | 3,845   | 1,109       |
| Heated Storage                         | MSP2100 | 353     |   | 353     |             |
| Cold storage - T7960091259             | MSP2100 | 1,386   | #91259  | 1,386   |             |
| Yard Storage                           | MSP2100 | 14,400  |   | 14,400  |             |
| Secured Yard Storage                   |         |         |   |         |             |
| Parking Space                          | MSP2100 | 3       | May change after remodel  |         | 3           |
| <b>Preston TS - T7960091216</b>        |         |         |   |         |             |
| Office Space                           | MSP2100 | 184     |   | 184     |             |
| Heated Storage                         |         |         |   |         |             |
| Cold storage                           |         |         |   |         |             |
| Yard Storage                           |         |         |   |         |             |
| Secured Yard Storage                   |         |         |   |         |             |
| Parking Space                          |         |         |   |         |             |
| <b>Winona TS - T7960091218</b>         |         |         |   |         |             |
| Office Space                           | MSP2100 | 211     |   | 211     |             |
| Heated Storage                         |         |         |   |         |             |
| Cold storage                           |         |         |   |         |             |
| Yard Storage                           |         |         |   |         |             |
| Secured Yard Storage                   |         |         |   |         |             |
| Parking Space                          |         |         |   |         |             |
| <b>Totals</b>                          |         |         |   |         |             |
| Office Space                           | MSP2100 | 5,349   |   | 4,240   | 1,109       |
| Heated Storage                         | MSP2100 | 353     |   | 353     |             |
| Cold storage                           | MSP2100 | 1,386   |   | 1,386   |             |
| Yard Storage                           | MSP2100 | 14,400  |   | 14,400  |             |
| Secured Yard Storage                   |         |         |   |         |             |
| Parking Space                          | MSP2100 | 3       |   |         | 3           |

| Minnesota Department of Transportation |         |         |       |         |             |
|--|---------|---------|-------|---------|-------------|
| Space Location and Type                | Who     | SQ. FT. | Notes | Charged | Not Charged |
| <b>District 6B</b>                     |         |         |       |         |             |
| <b>Owatonna HQ - T7965091327</b>       |         |         |       |         |             |
| Office Space                           | MSP2100 | 563     |       | 563     |             |
| Heated Storage                         |         |         |       |         |             |
| Cold storage - T7965091347             | MSP2100 | 300     |       | 300     |             |
| Yard Storage                           |         |         |       |         |             |
| Secured Yard Storage                   | MSP2100 | 10,277  |       | 10,277  |             |
| Parking Space                          | MSP2100 | 3       |       |         | 3           |
| <b>Albert Lea TS - T796509132719</b>   |         |         |       |         |             |
| Office Space                           | MSP2100 | 372     |       | 372     |             |
| Heated Storage                         |         |         |       |         |             |
| Cold storage                           |         |         |       |         |             |
| Yard Storage                           |         |         |       |         |             |
| Secured Yard Storage                   |         |         |       |         |             |
| Parking Space                          |         |         |       |         |             |
| <b>Red Wing TS - T7965091354</b>       |         |         |       |         |             |
| Office Space                           | MSP2100 | 148     |       | 148     |             |
| Heated Storage                         |         |         |       |         |             |
| Cold storage                           |         |         |       |         |             |
| Yard Storage                           |         |         |       |         |             |
| Secured Yard Storage                   |         |         |       |         |             |
| Parking Space                          |         |         |       |         |             |
| <b>Totals</b>                          |         |         |       |         |             |
| Office Space                           | MSP2100 | 1,083   |       | 1,083   |             |
| Heated Storage                         |         |         |       |         |             |
| Cold storage                           | MSP2100 | 300     |       | 300     |             |
| Yard Storage                           |         |         |       |         |             |
| Secured Yard Storage                   | MSP2100 | 10,277  |       | 10,277  |             |
| Parking Space                          | MSP2100 | 3       |       |         | 3           |

| Minnesota Department of Transportation |         |         |                                     |         |             |
|--|---------|---------|-------------------------------------|---------|-------------|
| Space Location and Type                | Who     | SQ. FT. | Notes                               | Charged | Not Charged |
| District 7E                            |         |         |                                     |         |             |
| Mankato HQ - T7965091445               |         |         |                                     |         |             |
| Office Space                           | MSP2200 | 6,695   | Revised from 6700 to match Archibus | 6,695   |             |
| Heated Storage                         |         |         |                                     |         |             |
| Cold storage                           |         |         |                                     |         |             |
| Yard Storage                           | MSP2200 | 9,600   |                                     | 9,600   |             |
| Secured Yard Storage                   |         |         |                                     |         |             |
| Parking Space                          | MSP2200 | 4       |                                     |         | 4           |
|  |         |         |                                     |         |             |
|  |         |         |                                     |         |             |
|  |         |         |                                     |         |             |
| Totals                                 |         |         |                                     |         |             |
| Office Space                           | MSP2200 | 6,695   |                                     | 6,695   |             |
| Heated Storage                         |         |         |                                     |         |             |
| Cold storage                           |         |         |                                     |         |             |
| Yard Storage                           | MSP2200 | 9,600   |                                     | 9,600   |             |
| Secured Yard Storage                   |         |         |                                     |         |             |
| Parking Space                          | MSP2200 | 4       |                                     |         | 4           |

| Minnesota Department of Transportation       |                 |         |  |         |             |
|--|-----------------|---------|--|---------|-------------|
| Space Location and Type                      | Who             | SQ. FT. | Notes  | Charged | Not Charged |
| <b>District 7W</b>                           |                 |         |  |         |             |
| <b>Windom HQ - T7975091445</b>               |                 |         |  |         |             |
| Office Space                                 | MSP2300         | 252     |  | 252     |             |
| Heated Storage                               |                 |         |  |         |             |
| Cold storage                                 |                 |         |  |         |             |
| Yard Storage                                 |                 |         |  |         |             |
| Secured Yard Storage                         |                 |         |  |         |             |
| Parking Space                                | MSP2300         | 1       |  |         | 1           |
| <b>Luverne TS - T7975091609</b>              |                 |         |  |         |             |
| Office Space                                 | MSP2300         | 55      | 2 desks in a shared office area                        | 55      |             |
| Heated Storage                               |                 |         |  |         |             |
| Cold storage                                 |                 |         |  |         |             |
| Yard Storage                                 |                 |         |  |         |             |
| Secured Yard Storage                         |                 |         |  |         |             |
| Parking Space                                |                 |         |  |         |             |
| <b>St James TS - T7975091632</b>             |                 |         |  |         |             |
| Office Space                                 | MSP2200         | 170     | Revised from 172 to match Archibus                     | 170     |             |
| Heated Storage                               |                 |         |  |         |             |
| Cold storage                                 |                 |         |  |         |             |
| Yard Storage                                 |                 |         |  |         |             |
| Secured Yard Storage                         |                 |         |  |         |             |
| Parking Space                                |                 |         |  |         |             |
| <b>Worthington Weigh Scale - T7975092119</b> |                 |         |  |         |             |
| Office Space                                 | CV4720          | 700     | revised 1/2/14 to match Archibus                       |         | 700         |
| Heated Storage                               | CV4720          | 679     | revised 1/2/14 to match Archibus                       |         | 679         |
| Cold storage                                 |                 |         |  |         |             |
| Yard Storage                                 |                 |         |  |         |             |
| Secured Yard Storage                         |                 |         |  |         |             |
| Parking Space                                |                 |         |  |         |             |
| <b>Jackson Truck Station - T7965091616</b>   |                 |         |  |         |             |
| Office Space                                 |                 |         |  |         |             |
| Heated Storage                               |                 |         |  |         |             |
| Cold storage                                 |                 |         |  |         |             |
| Yard Storage                                 |                 |         |  |         |             |
| Secured Yard Storage                         |                 |         |  |         |             |
| Parking Space                                |                 |         | 1 Parking space????? See MSP Space and Location report |         | 1           |
| <b>Totals</b>                                |                 |         |  |         |             |
| Office Space                                 | MSP2200/MSP2300 | 477     | MSP2300 - 307 MSP2200 - 172                            | 477     |             |
| Heated Storage                               |                 |         |  |         |             |
| Cold storage                                 |                 |         |  |         |             |
| Yard Storage                                 |                 |         |  |         |             |
| Secured Yard Storage                         |                 |         |  |         |             |
| Parking Space                                | MSP2200/MSP2300 | 2       | 1 each   |         | 2           |
| Office Space                                 | CV4720          | 700     |  |         | 700         |
| Heated Storage                               | CV4720          | 679     |  |         | 679         |
| Cold storage                                 |                 |         |  |         |             |
| Yard Storage                                 |                 |         |  |         |             |
| Secured Yard Storage                         |                 |         |  |         |             |
| Parking Space                                |                 |         |  |         |             |



| Minnesota Department of Transportation |     |         |                         |         |             |
|--|-----|---------|-------------------------|---------|-------------|
| Space Location and Type                | Who | SQ. FT. | Notes                   | Charged | Not Charged |
| <b>District 8</b>                      |     |         |                         |         |             |
| <b>Marshall HQ - T7980091523</b>       |     |         |                         |         |             |
| Office Space                           | SP  | 3,482   |                         | 3,482   |             |
| Heated Storage                         | SP  | 180     |                         | 180     |             |
| Cold storage                           |     |         |                         |         |             |
| Yard Storage                           | SP  | 6,000   | Old agreement said 3000 | 6,000   |             |
| Secured Yard Storage                   |     |         |                         |         |             |
| Parking Space                          | SP  | 3       |                         |         | 3           |
| Patrol Parking Lot                     | SP  | 10,871  |                         |         | 10,871      |
| <b>Hutchinson TS - T7980091030</b>     |     |         |                         |         |             |
| Office Space                           | SP  | 283     |                         | 283     |             |
| Heated Storage                         |     |         |                         |         |             |
| Cold storage                           |     |         |                         |         |             |
| Yard Storage                           |     |         |                         |         |             |
| Secured Yard Storage                   |     |         |                         |         |             |
| Parking Space                          |     |         |                         |         |             |
| <b>Pipestone TS - T7980091542</b>      |     |         |                         |         |             |
| Office Space                           | SP  | 253     |                         | 253     |             |
| Heated Storage                         |     |         |                         |         |             |
| Cold storage                           |     |         |                         |         |             |
| Yard Storage                           |     |         |                         |         |             |
| Secured Yard Storage                   |     |         |                         |         |             |
| Parking Space                          |     |         |                         |         |             |
| <b>Totals</b>                          |     |         |                         |         |             |
| Office Space                           | SP  | 4,018   |                         | 4,018   |             |
| Heated Storage                         | SP  | 180     |                         | 180     |             |
| Cold storage                           |     |         |                         |         |             |
| Yard Storage                           | SP  | 6,000   |                         | 6,000   |             |
| Secured Yard Storage                   |     |         |                         |         |             |
| Parking Space                          | SP  | 3       |                         |         | 3           |
| Patrol Parking Lot                     | SP  | 10,871  |                         |         | 10,871      |

| Minnesota Department of Transportation |         |         |  |         |             |
|--|---------|---------|--|---------|-------------|
| Space Location and Type                | Who     | SQ. FT. | Notes  | Charged | Not Charged |
| <b>District Metro</b>                  |         |         |  |         |             |
| <b>Golden Valley HQ - T7990090931</b>  |         |         |  |         |             |
| Office Space - T7990090938             | MSP2500 | 4,741   | Patrol stand alone bldg on Golden Valley Site revised from 4560 after physically measuring the building. Previous agreement had it at 5334 | 4,741   |             |
| Heated Storage                         |         |         |  |         |             |
| Cold storage                           |         |         |  |         |             |
| Yard Storage                           |         |         |  |         |             |
| Secured Yard Storage                   |         |         |  |         |             |
| Parking Space                          |         |         |  |         |             |
| Patrol Parking Lot                     | MSP2500 | 21,852  | Reduced from 33900 after discussion with Capt. Brynell, will move impound cars into the smaller area.                                      |         | 21,852      |
| Office Space - T7990090931             | ISS     | 2,922   | MnDOT Main HQ Building   | 2,922   |             |
| Heated Storage                         |         |         |  |         |             |
| Cold storage                           |         |         |  |         |             |
| Yard Storage                           | ISS     | 100     | reduced from 2328 sq ft, only two small trailers stored here, will move if space is needed. No charge by agreement                         |         | 100         |
| Secured Yard Storage                   |         |         |  |         |             |
| Parking Space                          | ISS     | 4       | Noticed signed spots when visiting site  |         | 4           |
| Patrol Parking Lot                     |         |         |  |         |             |
| <b>Oakdale HQ - T7990091138</b>        |         |         |  |         |             |
| Office Space                           | MSP2400 | 2,831   | reduced from 2837 to match Archibus  | 2,831   |             |
| Heated Storage                         |         |         |  |         |             |
| Cold storage - T7990091166             | MSP2400 | 1,781   | reduced from 2000 to match Archibus and remeasuring in person 1/7/14   | 1,781   |             |
| Yard Storage                           |         |         |  |         |             |
| Secured Yard Storage                   |         |         |  |         |             |
| Parking Space                          |         |         |  |         |             |
| Parking Lot                            | MSP2400 | 6,882   |  |         | 6,882       |
| <b>RTMC - T7990091195</b>              |         |         |  |         |             |
| Office Space                           | SP      | 1,465   | In another agreement? Not charged in this agreement. Revised to 1465 per Archibus  | 1,465   |             |
| Heated Storage                         | SP      | 360     | 2 spaces in heated garage  | 360     |             |
| Cold storage                           |         |         |  |         |             |
| Yard Storage                           |         |         |  |         |             |
| Secured Yard Storage                   |         |         |  |         |             |
| Parking Space                          |         |         |  |         |             |
| <b>Maple Grove TS - T7990090992</b>    |         |         |  |         |             |
| Office Space                           | MSP2500 | 98      | revised from 96 to match archibus 1/8/14   |         | 98          |
| Heated Storage                         |         |         |  |         |             |
| Cold storage                           |         |         |  |         |             |

|   |         |     |  |     |
|---|---------|-----|--|-----|
| Yard Storage                                |         |     |  |     |
| Secured Yard Storage                        |         |     |  |     |
| Parking Space                               |         |     |  |     |
| <b>Maplewood TS - T7990091117</b>           |         |     |  |     |
| Office Space                                | SP      |     |  |     |
| Heated Storage                              |         | 180 | Antique Squad Car( 180 is a standard for indoor parking) | 180 |
| Cold storage                                |         |     |  |     |
| Yard Storage                                |         |     |  |     |
| Secured Yard Storage                        |         |     |  |     |
| Parking Space                               |         |     |  |     |
| <b>Chaska TS - T7990090926</b>              |         |     |  |     |
| Office Space                                | MSP2500 | 101 |  | 101 |
| Heated Storage                              |         |     |  |     |
| Cold storage                                |         |     |  |     |
| Yard Storage                                |         |     |  |     |
| Secured Yard Storage                        |         |     |  |     |
| Parking Space                               |         |     |  |     |
| <b>Maryland Ave TS - T7990091165</b>        |         |     |  |     |
| Office Space                                | MSP2400 | 140 |  | 140 |
| Heated Storage                              |         |     |  |     |
| Cold storage                                |         |     |  |     |
| Yard Storage                                |         |     |  |     |
| Secured Yard Storage                        |         |     |  |     |
| Parking Space                               |         |     |  |     |
| <b>Daytonport Weigh Scale - T7990092139</b> |         |     |  |     |
| Office Space                                | CV4730  | 565 |  | 565 |
| Heated Storage                              |         |     |  |     |
| Cold storage                                |         |     |  |     |
| Yard Storage                                |         |     |  |     |
| Secured Yard Storage                        |         |     |  |     |
| Parking Space                               |         |     |  |     |
| <b>First Building - T7990090906</b>         |         |     |  |     |
| Office Space                                | MSP2400 | 821 | Revised upward from 791 to match Archibus 1/8/14         | 821 |
| Heated Storage                              |         |     |  |     |
| Cold storage                                |         |     |  |     |
| Yard Storage                                |         |     |  |     |
| Secured Yard Storage                        |         |     |  |     |
| Parking Space                               |         |     |  |     |
| <b>Elm Creek Rest Area - T7990095500</b>    |         |     |  |     |
| Office Space                                | MSP2500 | 189 |  | 189 |
| Heated Storage                              |         |     |  |     |
| Cold storage                                |         |     |  |     |
| Yard Storage                                |         |     |  |     |
| Secured Yard Storage                        |         |     |  |     |
| Parking Space                               |         |     |  |     |



|  |         |        |   |  |        |
|--|---------|--------|---|--|--------|
| <b>St Croix Rest Area - T7990095903</b>    |         |        |   |  |        |
| Office Space                               | MSP2400 | 427    |   |  | 427    |
| Heated Storage                             |         |        |   |  |        |
| Cold storage                               |         |        |   |  |        |
| Yard Storage                               |         |        |   |  |        |
| Secured Yard Storage                       |         |        |   |  |        |
| Parking Space                              |         |        |   |  |        |
| <b>St Croix Weigh Scale - T7990092129</b>  |         |        |   |  |        |
| Office Space                               | CV4730  | 1,389  |   |  | 1,389  |
| Heated Storage                             | CV4730  | 1,330  |   |  | 1,330  |
| Cold storage                               |         |        |   |  |        |
| Yard Storage                               |         |        |   |  |        |
| Secured Yard Storage                       |         |        |   |  |        |
| Parking Space                              |         |        |   |  |        |
| <b>SEE METRO DISTRICT TOTALS NEXT PAGE</b> |         |        |   |  |        |
| <b>METRO DISTRICT TOTALS</b>               |         |        |   |  |        |
| <b>Totals</b>                              |         |        |   |  |        |
| Office Space                               | MSP2400 | 4,219  | 3,792                                   |  | 427    |
| Heated Storage                             | MSP2400 | 180    |   |  | 180    |
| Cold storage                               | MSP2400 | 1,781  | 1,781                                   |  |        |
| Yard Storage                               |         |        |   |  |        |
| Secured Yard Storage                       |         |        |   |  |        |
| Parking Space                              |         |        |   |  |        |
| Patrol Parking Lot                         | MSP2400 | 6,882  |   |  | 6,882  |
| Office Space                               | MSP2500 | 5,129  | 4,741                                   |  | 388    |
| Heated Storage                             |         |        |   |  |        |
| Cold storage                               |         |        |   |  |        |
| Yard Storage                               |         |        |   |  |        |
| Secured Yard Storage                       |         |        |   |  |        |
| Parking Space                              |         |        |   |  |        |
| Patrol Parking Lot                         | MSP2500 | 21,852 |   |  | 21,852 |
| Office Space                               | ISS2000 | 2,922  | 2,922                                   |  |        |
| Heated Storage                             |         |        |   |  |        |
| Cold storage                               |         |        |   |  |        |
| Yard Storage                               | ISS2000 | 100    |   |  | 100    |
| Secured Yard Storage                       |         |        |   |  |        |
| Parking Space                              | ISS2000 | 4      |   |  | 4      |
| Office Space                               | CV4730  | 1,954  |   |  | 1,954  |
| Heated Storage                             | CV4730  | 1,330  |   |  | 1,330  |
| Cold storage                               |         |        |   |  |        |
| Yard Storage                               |         |        |   |  |        |
| Secured Yard Storage                       |         |        |   |  |        |
| Parking Space                              |         |        |   |  |        |
| Office Space                               | RTMC    | 1,465  | Another agreement will cover this space |  |        |



Revision Date - 3/25/2014

Attachment A - Use of Space Agreement

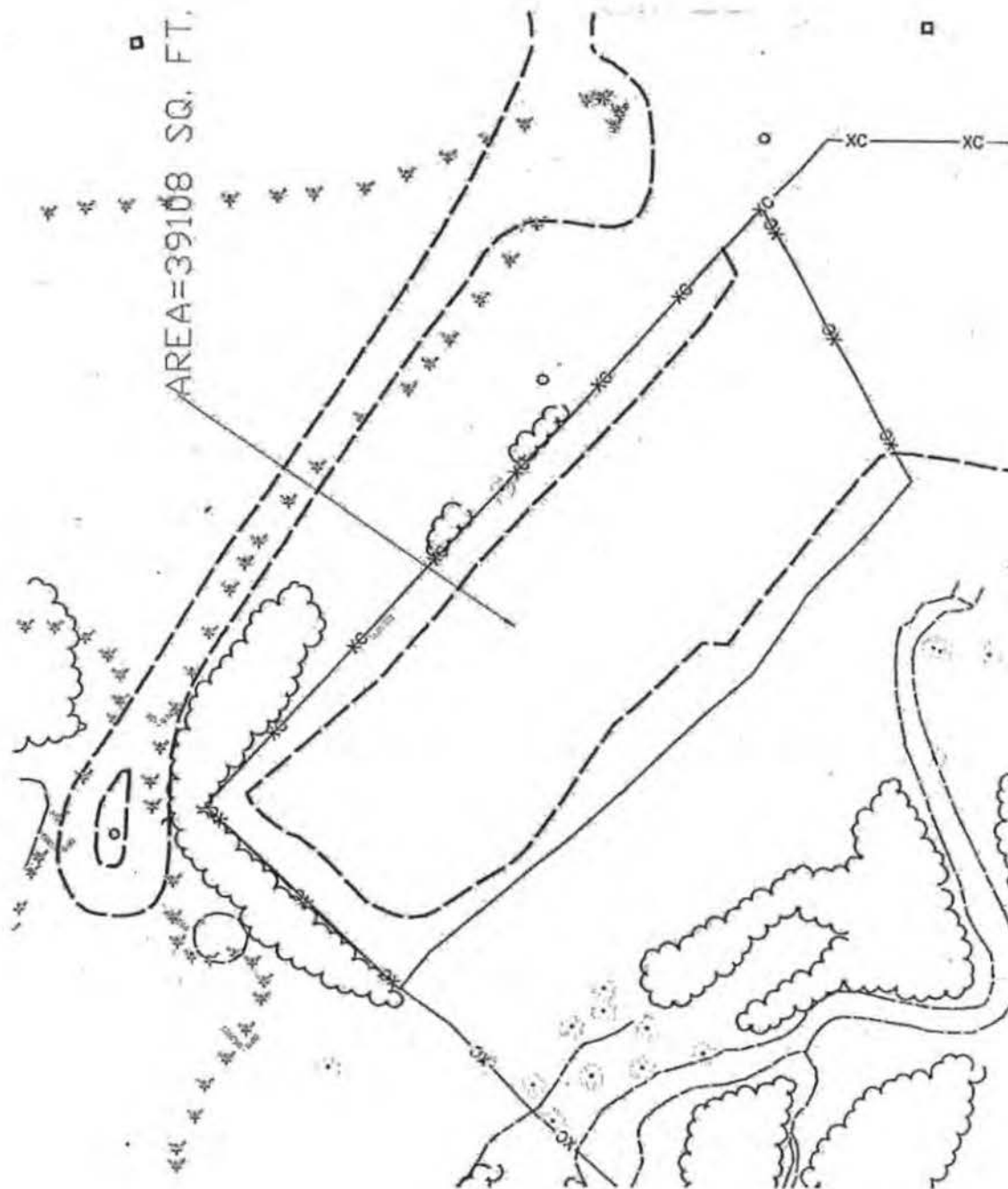
|                      |      |     |   |  |  |
|----------------------|------|-----|---|--|--|
| Heated Storage       | RTMC | 360 | Another agreement will cover this space |  |  |
| Cold storage         |      |     |   |  |  |
| Yard Storage         |      |     |   |  |  |
| Secured Yard Storage |      |     |   |  |  |
| Parking Space        |      |     |   |  |  |
|                      |      |     |   |  |  |

| Minnesota Department of Transportation |     |         |                                     |         |             |
|--|-----|---------|-------------------------------------|---------|-------------|
| Space Location and Type                | Who | SQ. FT. | Notes                               | Charged | Not Charged |
| District 10                            |     |         |                                     |         |             |
| Arden Hills Training Center            |     |         |                                     |         |             |
| Office Space                           | SP  | 4,305   | Revised from 4303 to match Archibus | 4,305   |             |
| Heated Storage                         |     | 0       |                                     |         |             |
| Cold storage                           | SP  | 497     |                                     | 497     |             |
| Yard Storage                           |     | 0       |                                     |         |             |
| Secured Yard Storage                   |     | 0       |                                     |         |             |
| Parking Space                          |     | 0       |                                     |         |             |

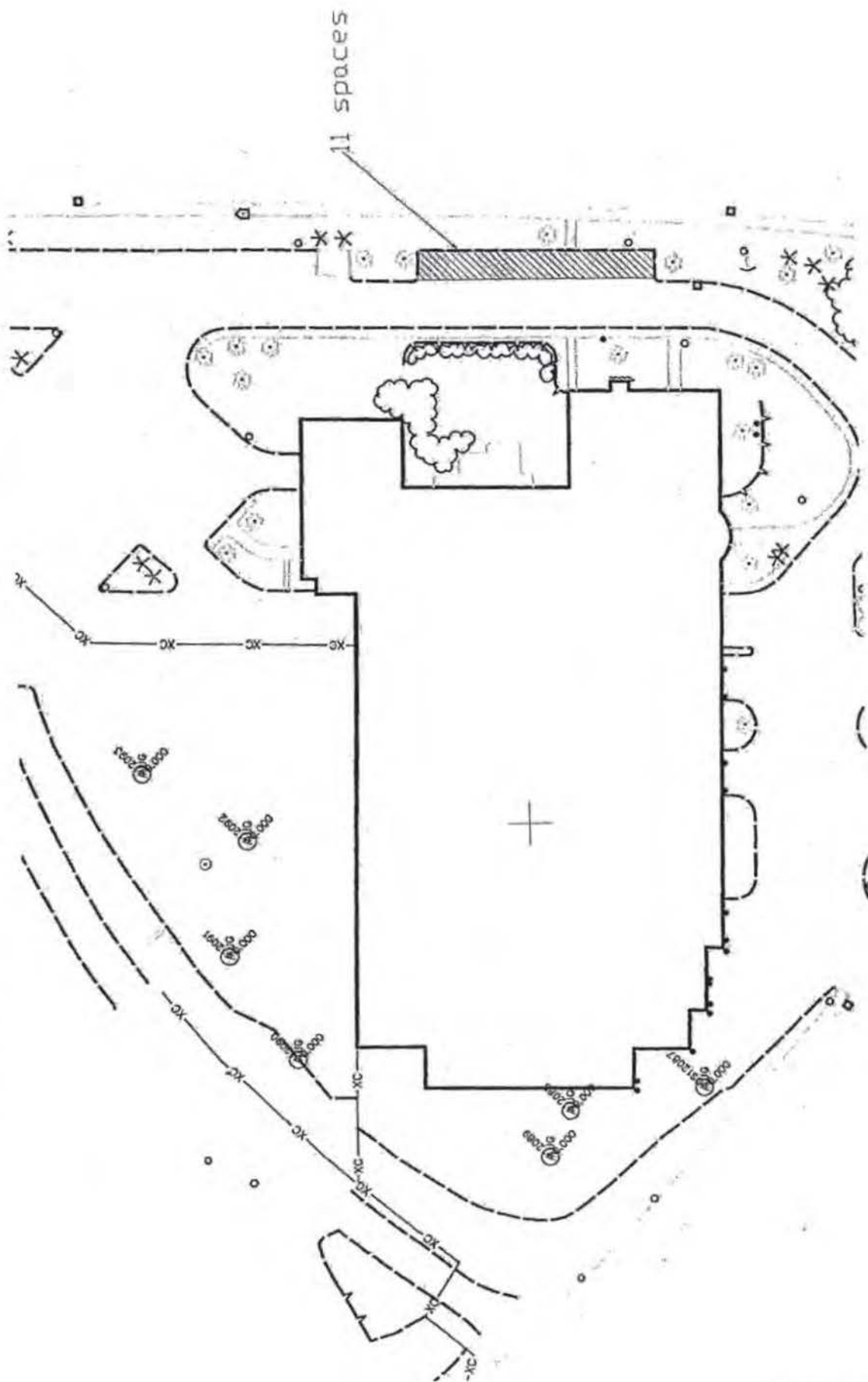
| Minnesota Department of Transportation |                                      |                      |                               |                                   |
|--|--------------------------------------|----------------------|-------------------------------|-----------------------------------|
| Space Location and Type                | Who                                  | Total Space Occupied | Charged In Previous Agreement | Not Charged in Previous Agreement |
| Statewide Totals                       |                                      |                      |                               |                                   |
| Office Space                           | SP                                   | 64,174               | 54,835                        | 9,339                             |
| Heated Storage                         | SP                                   | 7,869                | 5,063                         | 1,923                             |
| Cold storage                           | SP                                   | 9,811                | 9,427                         | 384                               |
| Yard Storage                           | SP                                   | 89,550               | 89,010                        | 540                               |
| Secured Yard Storage                   | SP                                   | 59,475               | 59,475                        |                                   |
| Parking Space                          | SP                                   | 57                   |                               | 57                                |
| Patrol Parking Lot                     | SP                                   | 59,023               |                               | 59,023                            |
| Office Space                           | ISS-charged/RTMC-<br>other agreement | 4,397                | 2,922                         | 1,465                             |
| Heated Storage                         | RTMC                                 | 360                  |                               | 360                               |
| Cold storage                           |                                      |                      |                               |                                   |
| Yard Storage                           | ISS                                  | 100                  |                               | 100                               |
| Secured Yard Storage                   |                                      |                      |                               |                                   |
| Parking Space                          | ISS                                  | 4                    |                               | 4                                 |
| Patrol Parking Lot                     |                                      |                      |                               |                                   |
| Office Space                           | CV                                   | 7,746                |                               | 7,746                             |
| Heated Storage                         | CV                                   | 5,910                |                               | 5,910                             |
| Cold storage                           | CV                                   | 175                  |                               | 175                               |
| Yard Storage                           |                                      |                      |                               |                                   |
| Secured Yard Storage                   |                                      |                      |                               |                                   |
| Parking Space                          |                                      |                      |                               |                                   |
| Patrol Parking Lot                     |                                      |                      |                               |                                   |

| COMPARISON OF SPACE USED, CHARGED AND NOT CHARGED WITH PREVIOUS RATES AND WITH CURRENT "STREET RATES" |  |   |   |   |
|---|--|---|---|---|
| FOR REFERENCE ONLY  |  |   |   |   |
| Type of Area  |  | Total Square Footage: All occupied space accounted for whether it is charged for or not e.g. TOCC, Weigh Scales, and areas agreed to by individual districts. | This Report Total Square Footage (Area from Weigh Scales, Rest Areas, and TIC's, areas given up or added by MSP for this new agreement period, has been removed.) | Square Footage - this square footage is taken from the data in attachment 3 of the last agreement dated 6/15/2011 |
| Office Space  |  | 76,307  | 57,757  | 68,693  |
| Heated Storage  |  | 14,189  | 5,063   | 3,633   |
| Cold storage  |  | 9,986   | 9,417   | 9,178   |
| Yard Storage (See Notes in Columns)   |  | 220,858   | 148,483   | 153,440   |
|   |  | Includes Secured Yard Storage, Yard Storage, Parking Space @ 210 sq. ft each, and Patrol Parking Lots   | Includes Secured Yard Storage, Yard Storage Only  | Includes Secured Yard Storage, Yard Storage Only  |
|   | \$/sq. ft./year from attachment 3 of agreement dated 6/15/2011   |   |   |   |
| Office Space  | \$9.80   | \$747,808.60  | \$566,018.60  | \$672,603.40  |
| Heated Storage  | \$9.80   | \$138,562.20  | \$49,617.40   | \$35,603.40   |
| Cold storage  | \$8.31   | \$83,039.66   | \$40,630.37   | \$39,557.18   |
| Yard Storage (Includes areas below)   | \$0.27   | \$59,631.66   | \$40,090.95   | \$36,028.80   |
| TOTAL   |  | \$989,042.12  | \$696,357.32  | \$783,792.78  |
|   | Street Rates (Admin rates averaged \$/sq. ft./year these rates were averaged from rates given to us by Bev Kroias of Admin.) |   |   |   |
| Office Space includes former TOCC space   | \$17.32  | \$1,321,637.24  | \$1,000,351.24  |   |
| Heated Storage  | \$10.44  | \$147,611.16  | \$52,857.72   |   |
| Cold storage  | \$5.05   | \$50,429.30   | \$47,606.35   |   |
| Yard Storage (Includes areas below)   | \$5.19   | \$1,146,253.02  | \$770,637.15  |   |
| TOTAL   |  | \$2,665,930.72  | \$1,871,452.46  |   |

Duluth Headquarters impound lot area measured to outside of fence line.

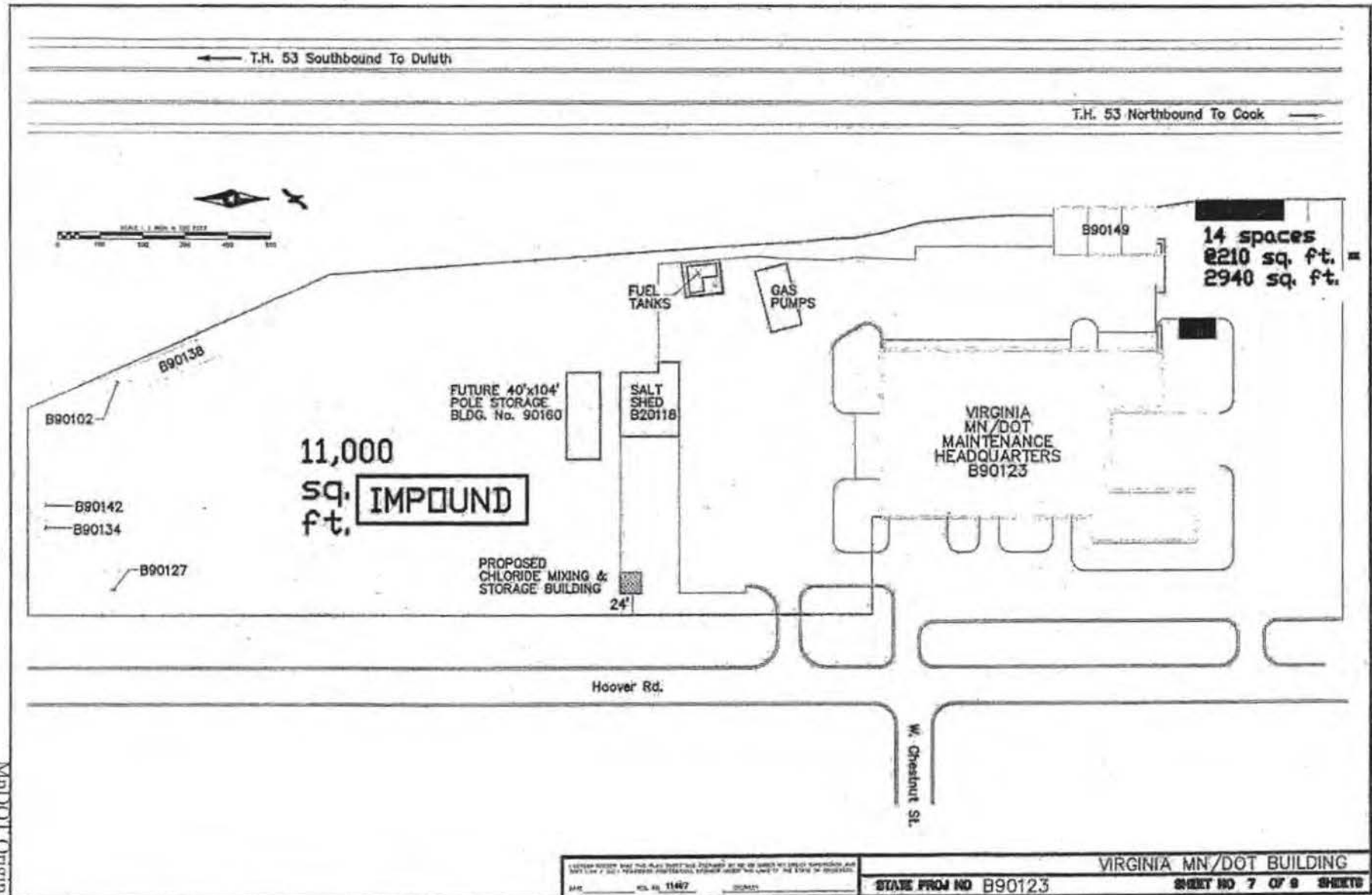


# Duluth HQ Patrol Parking 11 Spaces





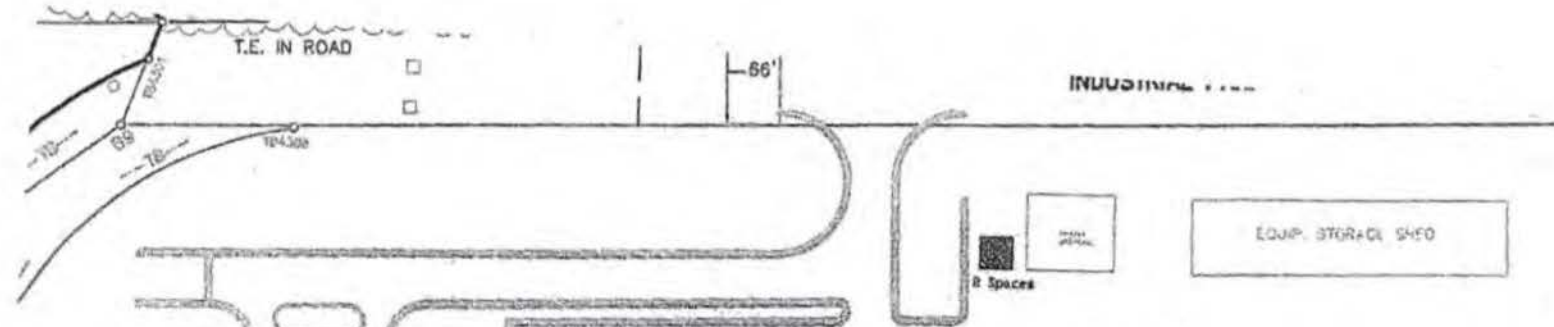
# Virginia HQ Yard Storage and Parking (14 spaces total)











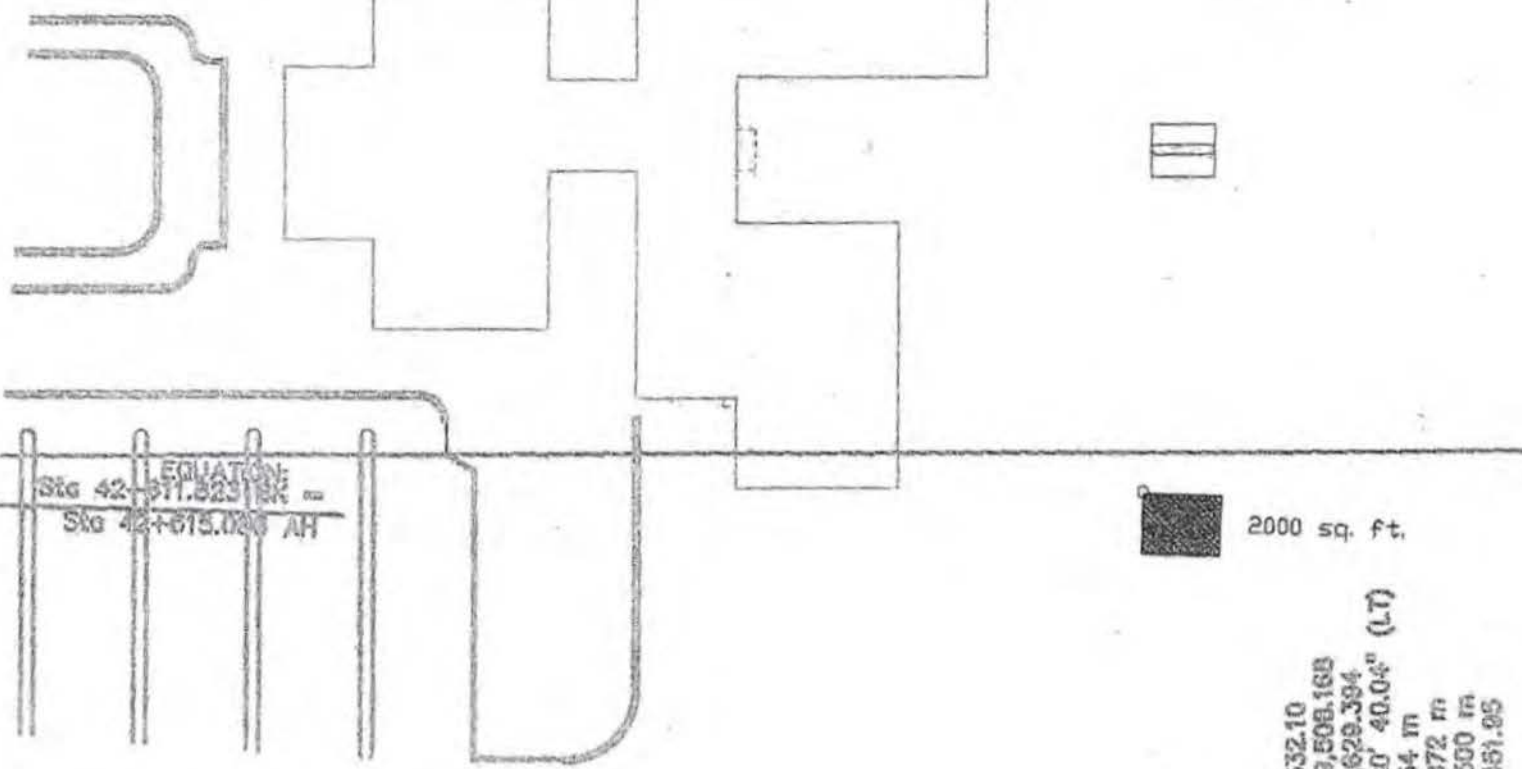
19418 sq. ft.

6 Spaces

8 Spaces

M.S.S. 60305

Baxter HQ Patrol Space  
10 Parking Spaces  
Yard Storage and Parking Lot



EQUATION:  
Sta 42+511.523 1st  
Sta 42+515.000 AH

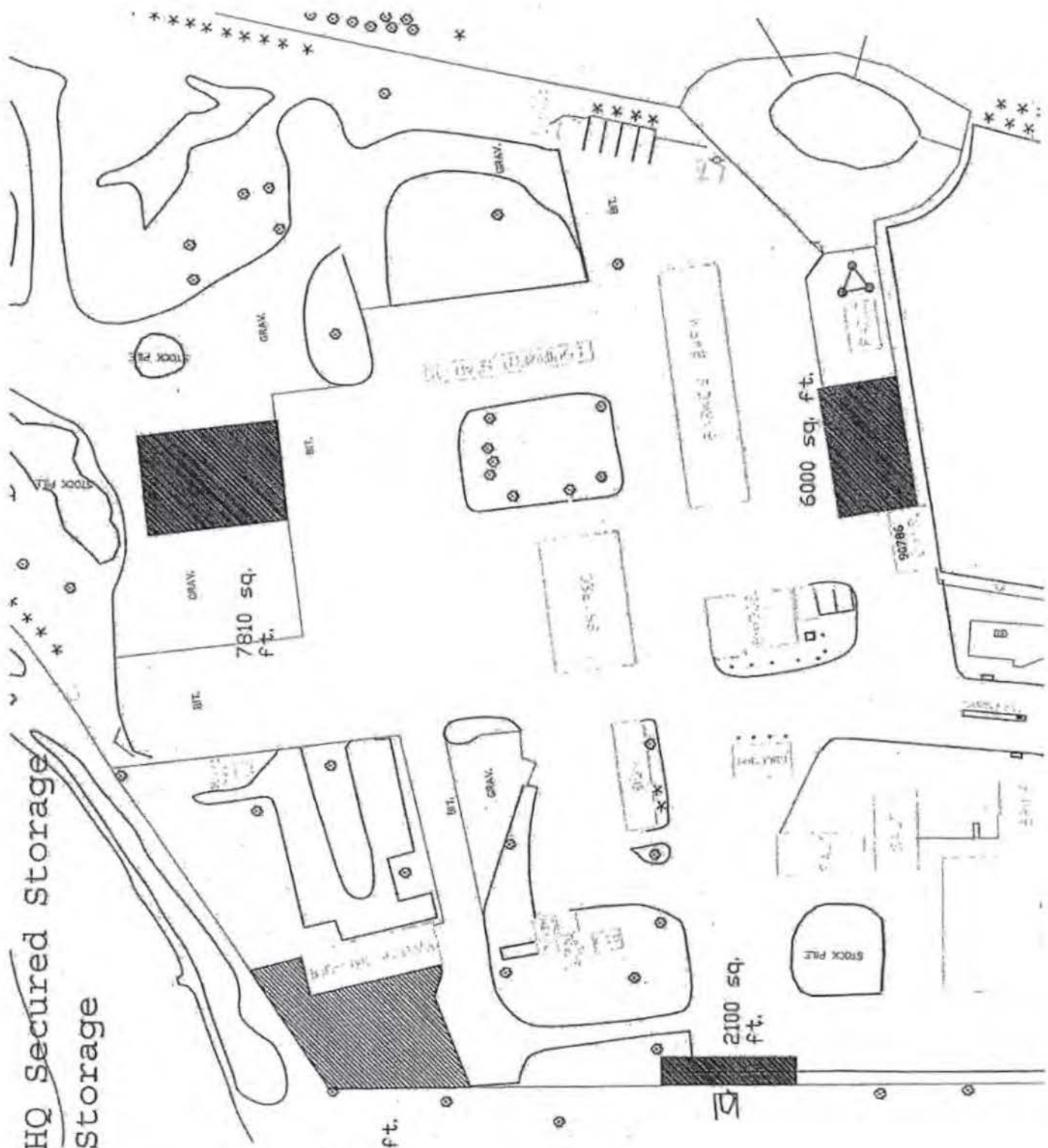
2000 sq. ft.

2+532.10  
169,508.163  
51,629.394  
0' 20' 40.04" (L.T.)  
30.154 m  
59.872 m  
365.500 m  
424+451.85

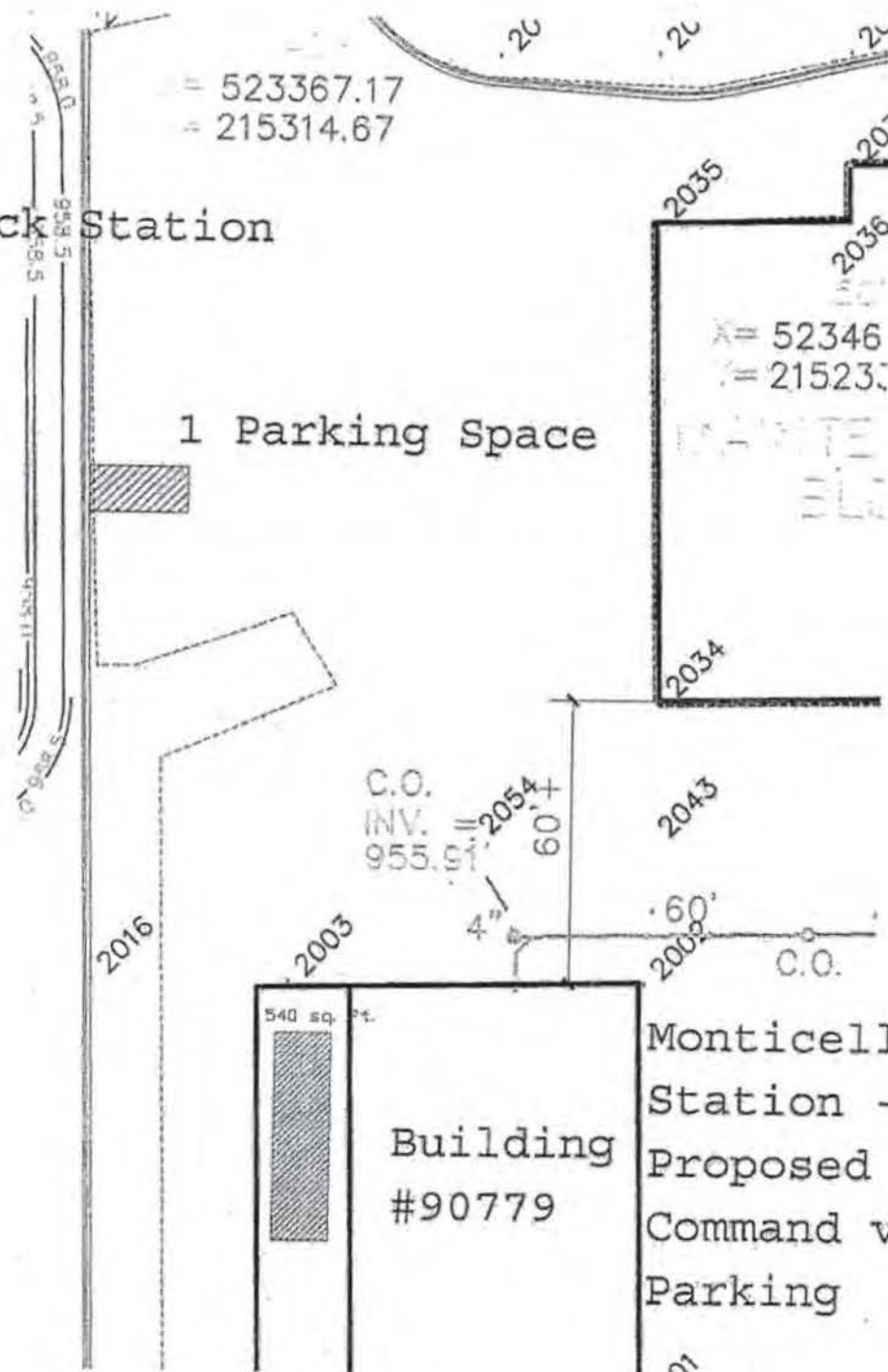
# St Cloud HQ Secured Storage and Yard Storage

Secured

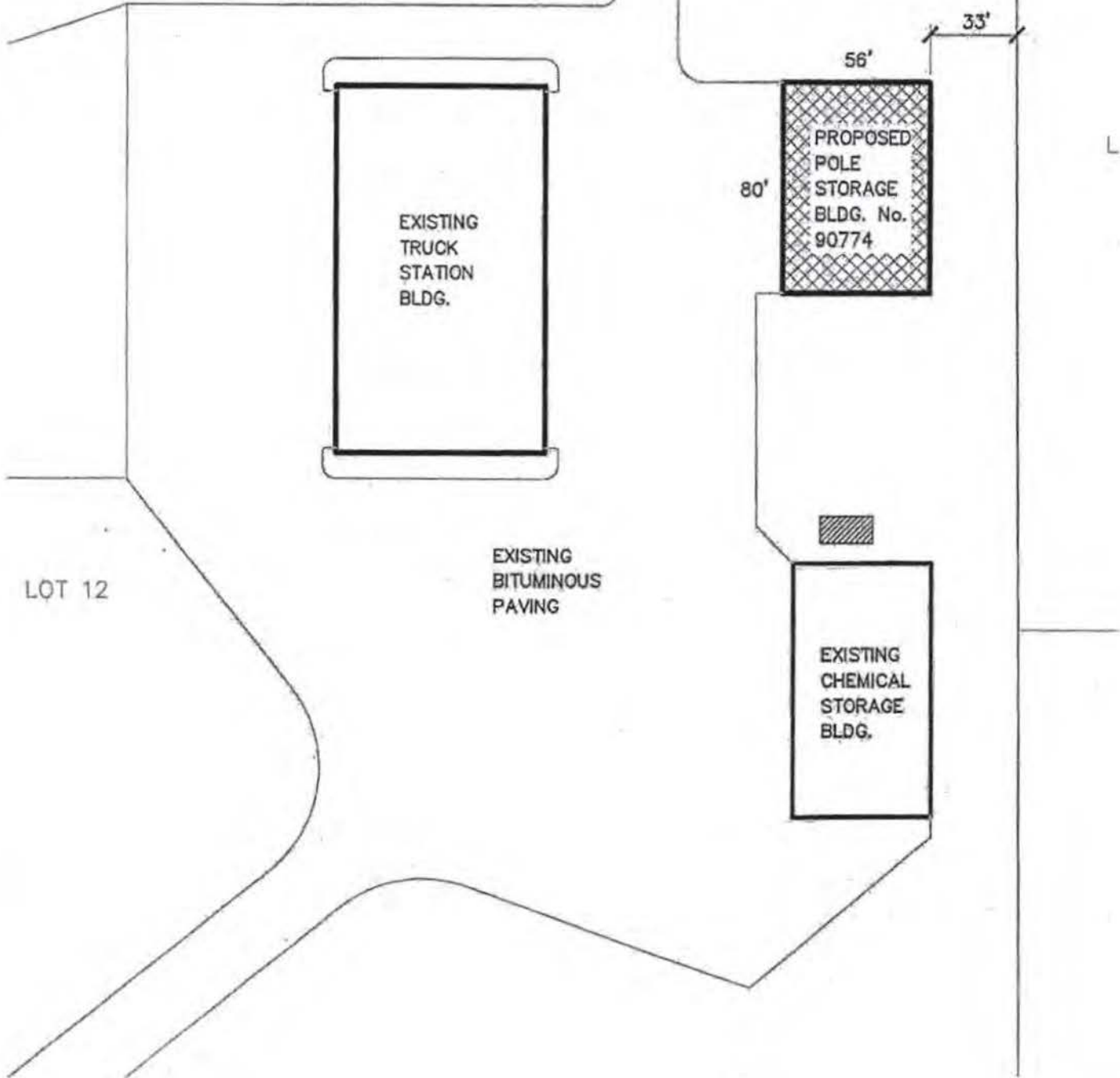
10090.28 sq. ft.



# Monticello Truck Station

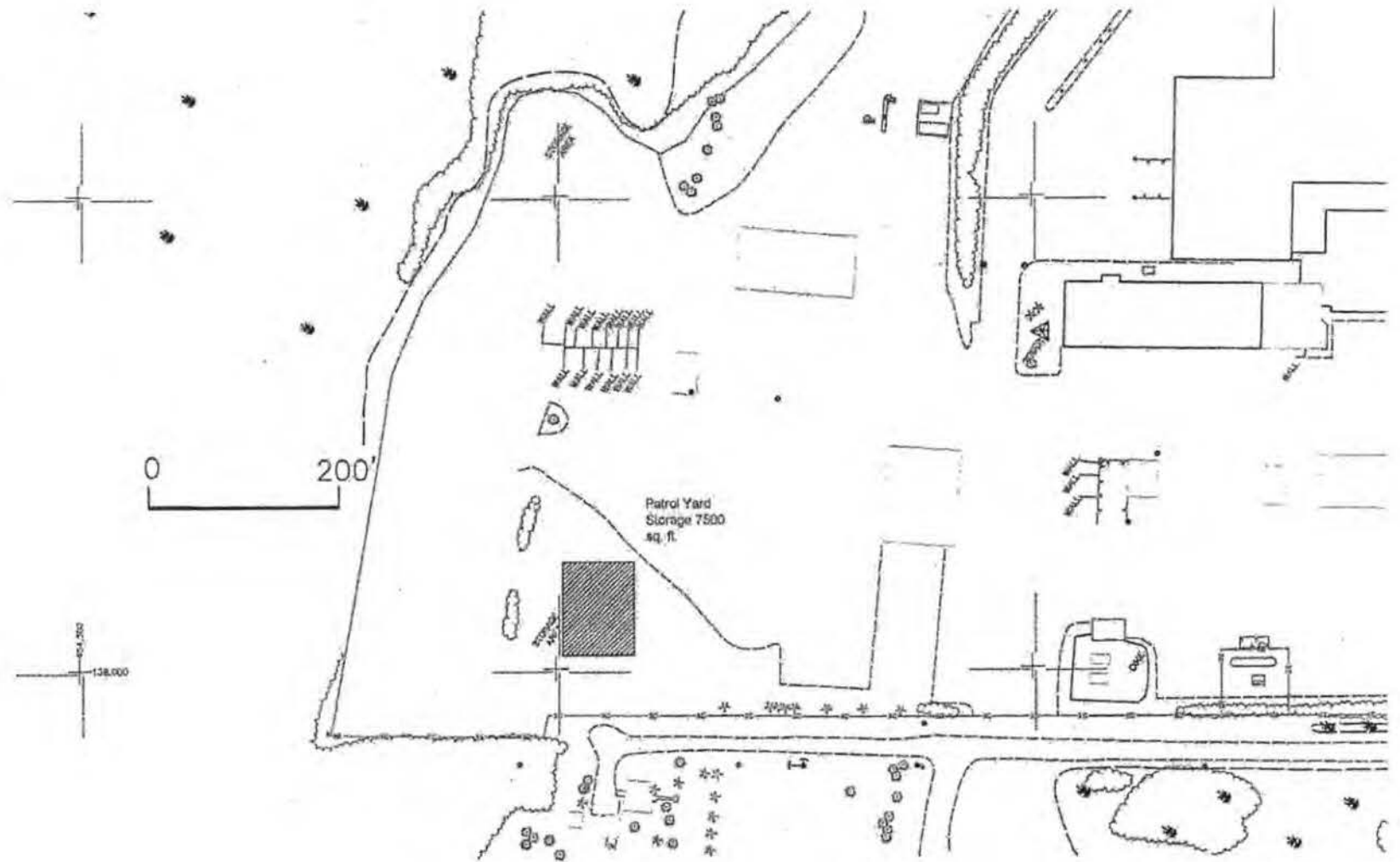


Sauk Centre Truck Station Patrol Parking 1 Space

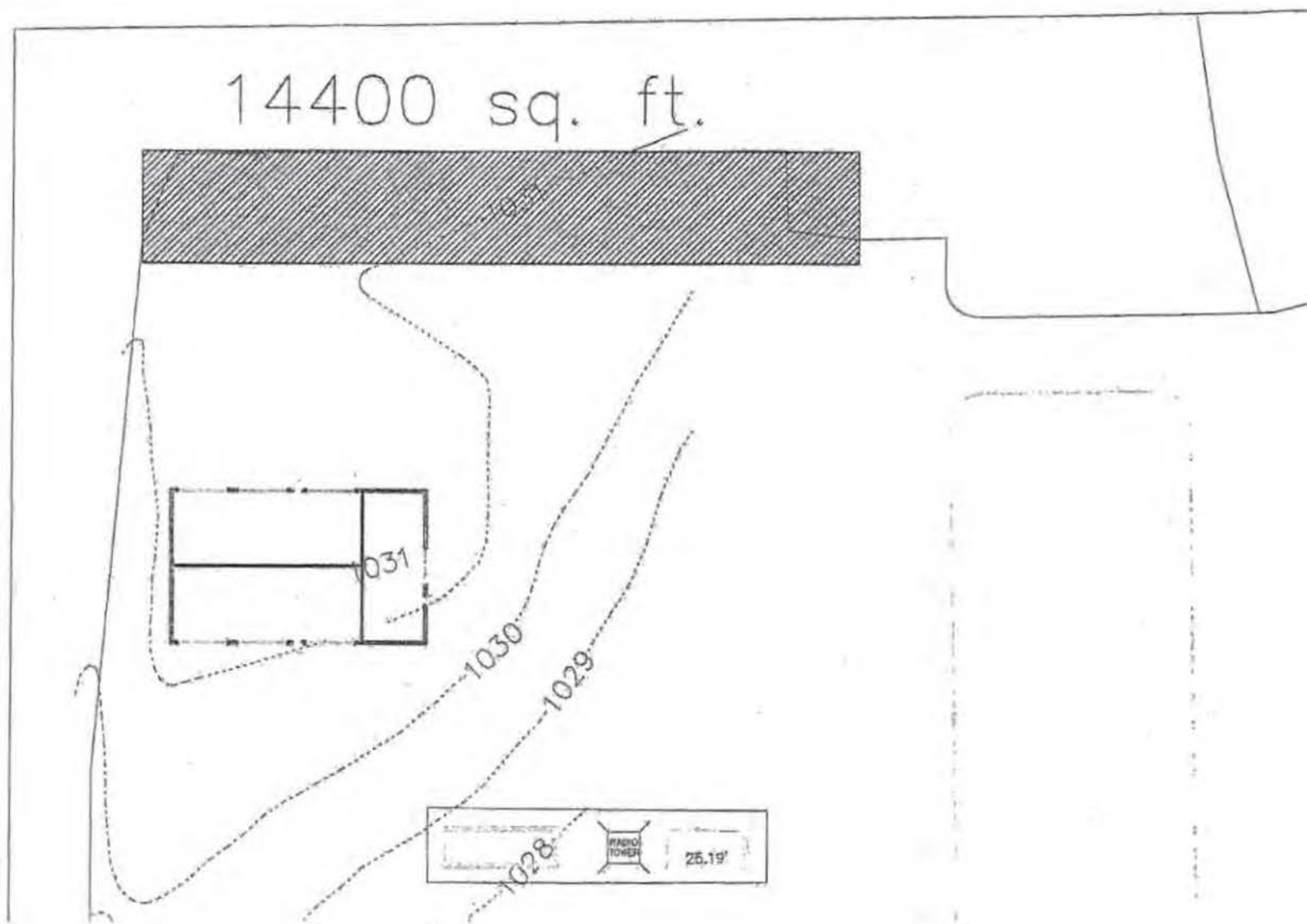




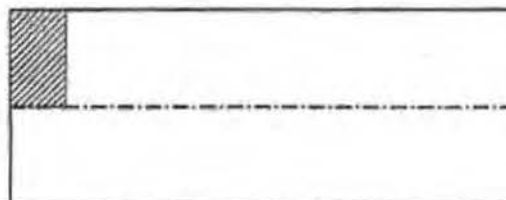
# Detroit Lakes HQ Patrol Yard Storage



# Rochester HQ Patrol Yard Storage

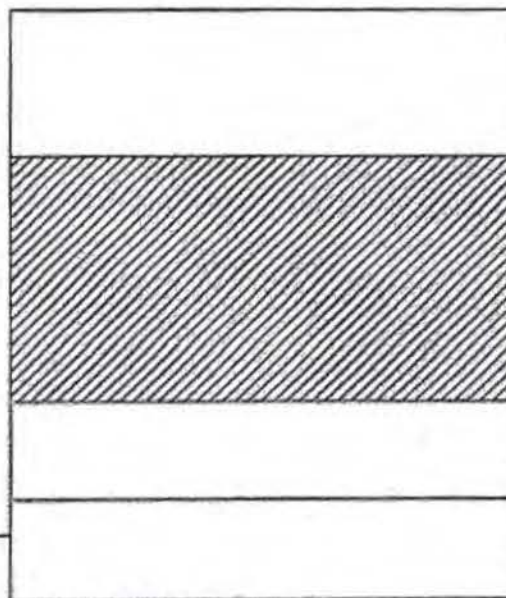


300.00 sq. ft.  
Cold Storage



# Owatonna Hq Patrol Secured Yard Storage and Cold Storage

10277.00 sq. ft.



PROPOSED  
UNHEATED  
STORAGE  
BUILDING  
#91367

EXISTING  
MN/DOT  
MAINTEN  
HEADQU  
BLDG. #



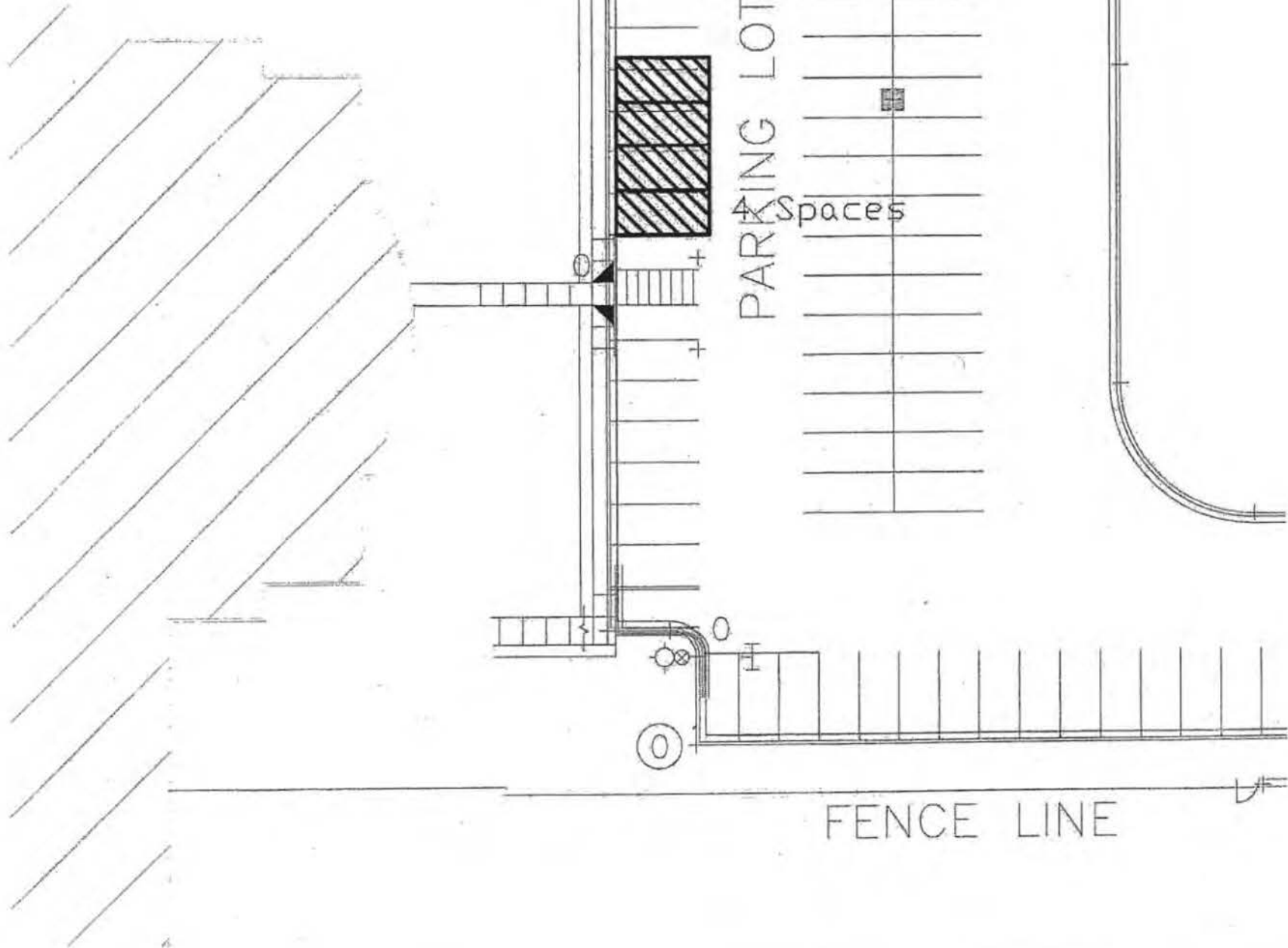
FENCE LINE

Mankato HQ Patrol Parking

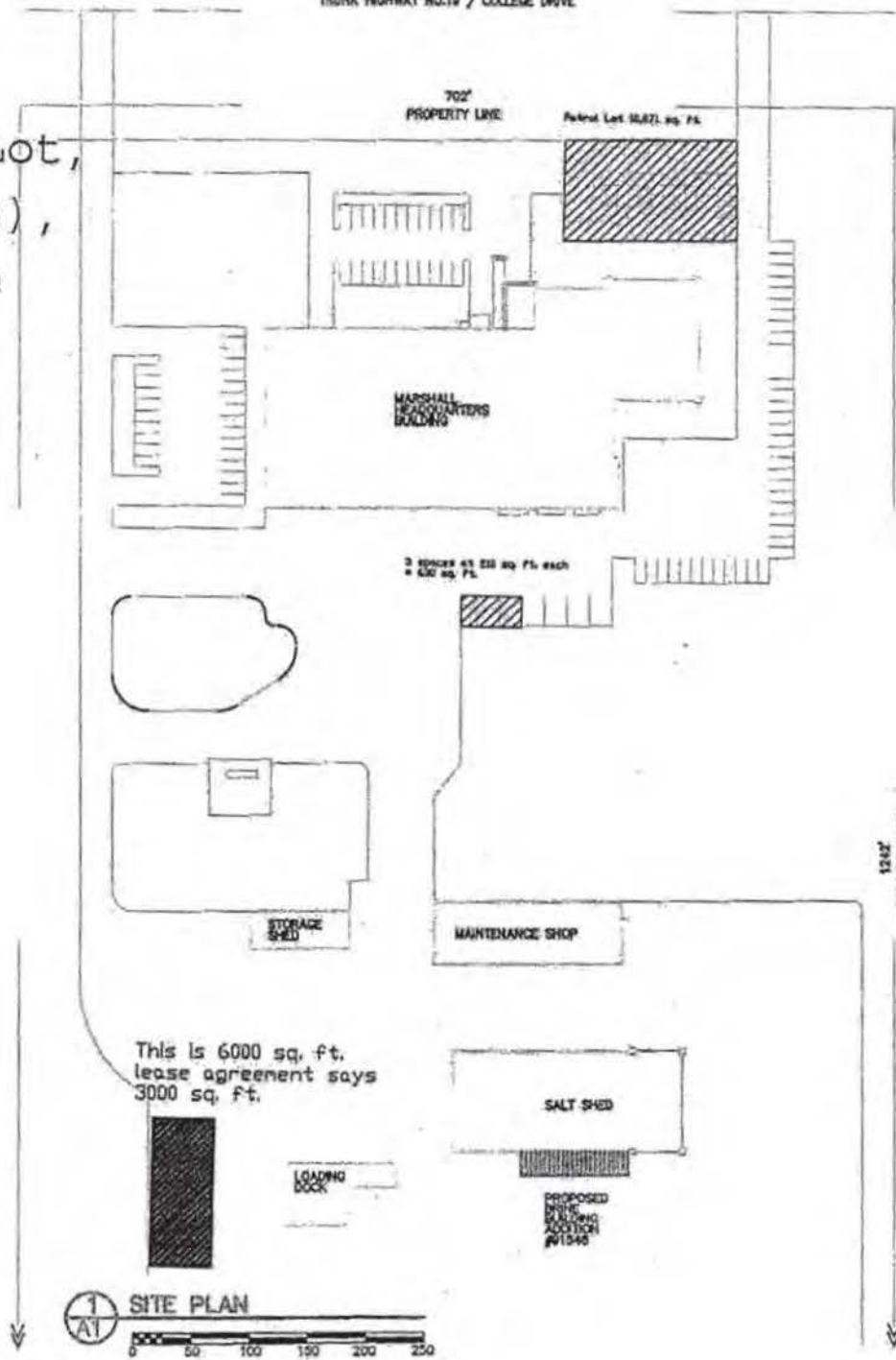
9600 sq. ft.

FENCE L

# Mankato HQ Patrol Parking

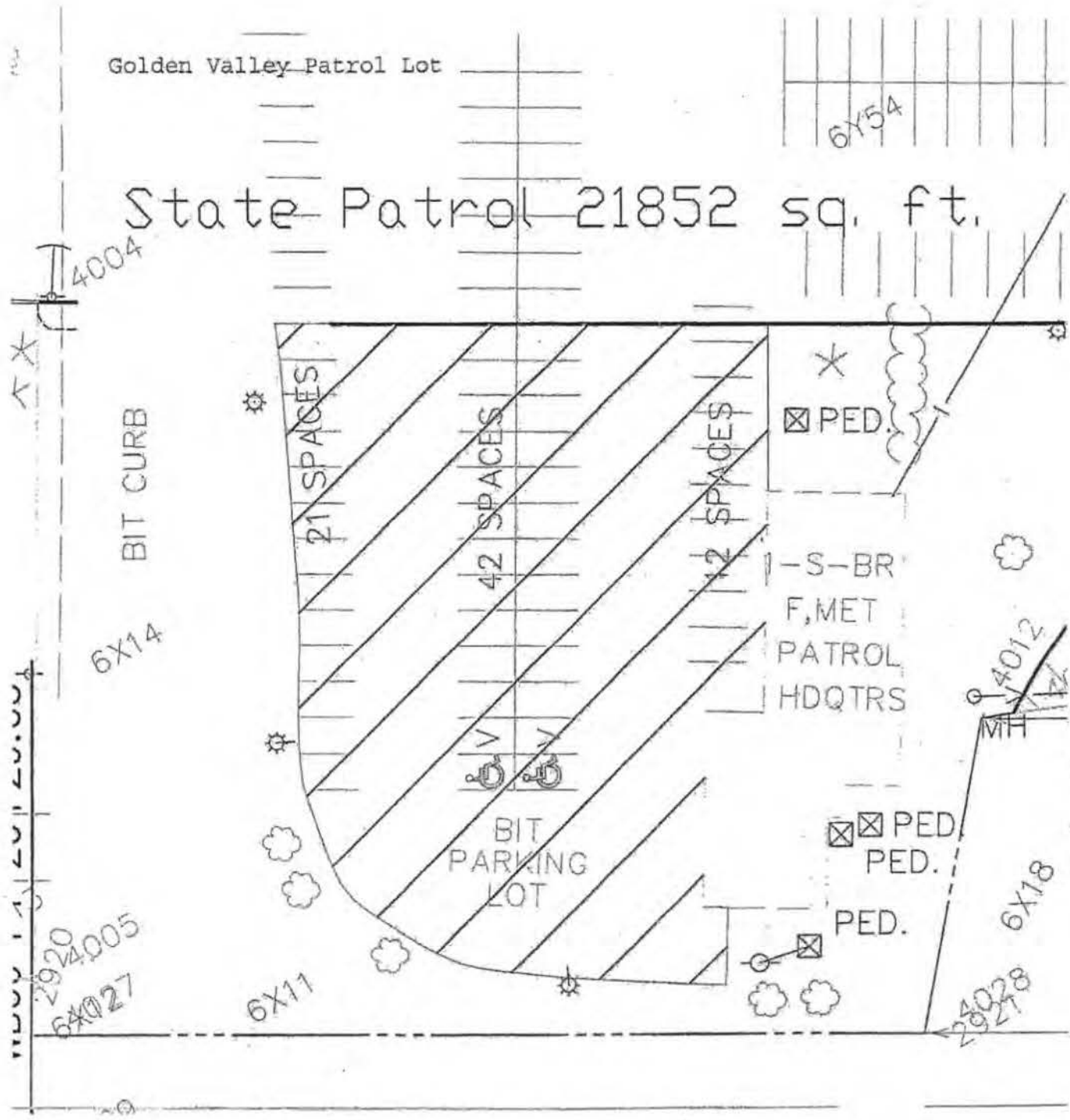


Marshall HQ  
Patrol Parking Lot,  
Parking Spaces (3),  
and Yard Storage



Golden Valley Patrol Lot

State Patrol 21852 sq. ft.





Golden Valley ISS yard storage BIT

SALT  
TRAPS

XC  
GATE

GAR

XC  
G.

ISS 100 sq. ft

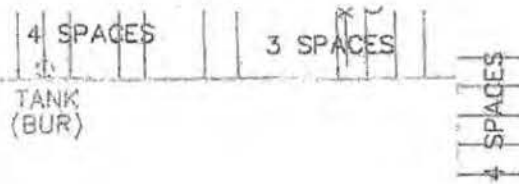
BIT  
STORAGE YARD

4002

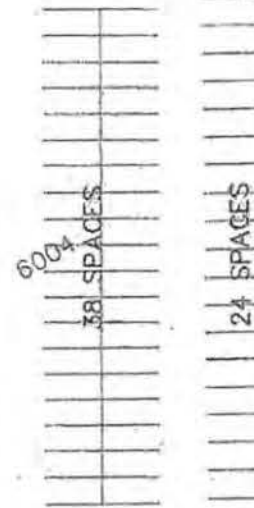
4003

Golden Valley ISS Parking Stalls 4 spaces

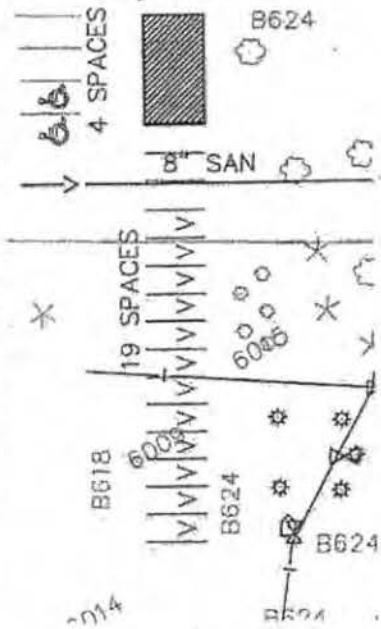
GOLDEN VALLEY  
HEADQUARTERS



BIT PARKING LOT



ISS 4 spaces



PED. X PED.



5017

5016

B618

5014

B624





**AMENDMENT # 1 TO MnDOT USE OF SPACE AGREEMENT #: 05258.**

|                           |                   |                           |                       |
|---------------------------|-------------------|---------------------------|-----------------------|
| Contract Start Date:      | <u>04/02/2014</u> | Original Contract Amount: | <u>\$981,842.98</u>   |
| Orig. Contract Exp. Date: | <u>06/30/2015</u> | Prev. Amendment(s) Total: | <u>\$0.00</u>         |
|                           |                   | Current Amendment         |                       |
| Amended Exp. Date         | <u>06/30/2017</u> | Amount:                   | <u>\$1,618,399.66</u> |
|                           |                   | Current Contract Total    | <u>\$2,600,242.64</u> |

Project Identification : MnDOT/DPS-State Patrol – Use of Space Agreement

This amendment is by and between the Minnesota Department of Transportation ("MnDOT"), and the Minnesota Department of Public Safety ("DPS"), State Patrol Division.

**Recitals**

1. The State has a contract with DPS identified as MnDOT Contract Number 05258 ("Original Contract") to provide space for the operations of DPS, Minnesota State Patrol (MSP) in the facilities of MnDOT.
2. This amendment updates the terms and extends the expiration date of the agreement.
3. MnDOT and DPS are willing to amend the Original Contract as stated below.

**Contract Amendment**

In this Amendment deleted contract terms will be ~~struck out~~ and the added contract terms will be underlined.

**REVISION 1. NOTES – first paragraph. "Regional Transportation Center (RTMC) and Southern Regional Communications Center (SRCC) facilities:"** is amended as follows:

This agreement does not currently (April 1, 2014) cover two facilities shared by MnDOT and DPS: RTMC at the Waters' Edge facility in Roseville and SRCC facility in Rochester. These two facilities offer unique collaboration challenges and are being addressed in a separate document. Once that document is completed (~~anticipated completion 2014~~), this document shall be reviewed to incorporate any space related agreements.

**REVISION 2. Article 1, Term of Agreement; Attachment** is amended as follows:

- 1.1 **Effective date:** April 1, 2014, or the date of all required signatures under Minnesota Statute Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** June 30, ~~2015~~2017, or until terminated, whichever occurs first.
- 1.3 **Attachment A:** Attachment A can be viewed using the State of Minnesota's Real Property Database system. The application used is Archibus, the website is <https://realprop.admin.state.mn.us/archibus>. This website can be reached using any computer on the State's intranet. The log-on credentials to be used by the Minnesota State Patrol are username: DPS.SPACE; password: "Patrol4!". This will display a website that contains all of the drawings available for the space that is occupied by the Patrol. Also displayed is a document accessible in Pdf format that contains summary information, definitions of the categories of space, standards used for measuring, and instructions on how to use the website.

**REVISION 2. Article 7, Appeal Process** is amended as follows:



- 7.1. Either party may appeal a decision or action under this agreement. The initial appeal is to the MnDOT district engineer and corresponding DPSMSP captain responsible for the location. If the issue cannot be resolved at that level, it may be addressed by the two authorized representatives identified in Section 2 of this agreement. A final appeal may be made to the Partnering Executive Group consisting of the Lieutenant Colonel of DPSMSP and the ~~Director of the Assistant Commissioner - Operations Division~~ for MnDOT. They shall jointly agree to a resolution of the dispute. If the two agencies cannot agree on a decision, they may jointly seek a third-party mediation to resolve the dispute. Each party will be responsible for its own costs, if any, related to procuring the mediation service. The mediated decision shall be final.

**REVISION 3.** Article 9 **Terms of Payment** is amended as follows:

- 9.1. As rent for MnDOT space described in Attachment A to this agreement, DPS shall pay MnDOT based on annual costs stated below:
- \$196,369.60 For 4/1/14 through 6/30/14.
  - \$785,478.38 For 7/1/14 through 6/30/15
  - \$801,187.95 For 7/1/15 through 6/30/16 2% Increase
  - \$817,211.71 For 7/1/16 through 6/30/17 2% Increase
- 9.2. DPS shall pay to MnDOT an annual fee for the use of space, specified in Attachment A in quarterly payments due on the last day of September, December, March, and June of each fiscal year of this agreement.
- Note:** Quarterly payments to MnDOT and the total annual amount for each state fiscal year of this agreement are adjustable to actual DPS occupancy dates of space, and shall require an amendment to this agreement.
- 9.3. DPS shall make payments, referencing MnDOT agreement number, directly to MnDOT, using MnDOT's vendor #20036102300; directing payment to the:
- Minnesota Department of Transportation
  - Accounting and Finance Section, MS 215
  - 395 John Ireland Blvd.
  - St. Paul, MN 55155
- 9.4. MnDOT shall then credit the appropriate MnDOT District Operating Funds account for its share, based on the square footage stated in the Attachment.

The terms of the Original Contract are expressly reaffirmed and are incorporated by reference. Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

***THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.***

**DPS ENCUMBRANCE VERIFICATION**

Individual certifies that funds have been encumbered as required by Minnesota Statutes § 16A.15 and 16C.05.

Signed: Rita Strafeldt

Date: 10-29-15

SWIFT PO #: 76189- 3000034932

**DEPARTMENT OF TRANSPORTATION**

By: Michael P. Bures

Title: Asst. Commissioner

Date: 11/2/15

**DEPARTMENT OF PUBLIC SAFETY  
(DPS)**

DPS certifies that the appropriate person(s) have executed the contract on behalf of the DPS as required by applicable articles, by laws, resolutions, or ordinances.

By: Carole A. Schug

Title: ASST CHIEF

Date: 10/29/15

**MnDOT Contract Management**

By: Jim Cune

Date: Nov 3, 2015



MnDOT Contract No.: 05258A02

**AMENDMENT #02 TO MnDOT PARTNERSHIP#: 05258.**

|                           |                   |                           |                       |
|---------------------------|-------------------|---------------------------|-----------------------|
| Contract Start Date:      | <u>04/02/2014</u> | Original Contract Amount: | <u>\$981,847.98</u>   |
| Orig. Contract Exp. Date: | <u>06/30/2017</u> | Prev. Amendment(s) Total: | <u>\$1,618,399.66</u> |
|                           |                   | Current Amendment         |                       |
| Amended Exp. Date         | <u>06/30/2019</u> | Amount:                   | <u>\$1,659,021.49</u> |
|                           |                   | Current Contract Total    | <u>\$4,259,269.13</u> |

Project Identification : Use of Space

This amendment is by and between the Minnesota Department of Transportation ("MnDOT"), and the Minnesota Department of Public Safety ("DPS"), State Patrol Division.

**Recitals**

1. The State has a contract with DPS identified as MnDOT Contract Number 05258 ("Original Contract") to provide space for the operations of DPS, Minnesota State Patrol (MSP) in the facilities of MnDOT.
2. This amendment updates the terms of payment and extends the expiration date of the agreement.
3. MnDOT and DPS are willing to amend the Original Contract as stated below.

**Contract Amendment**

In this Amendment deleted contract terms will be ~~struck-out~~ and the added contract terms will be underlined.

**REVISION 1.** Article 1. **Term of Contract**, Subarticle 1.2 **Expiration date:** is amended as follows:

1.2 **Expiration date:** ~~June 30, 2017~~ June 30, 2019, or until terminated, whichever occurs first.

**REVISION 2.** Article 2. Authorized Representatives is replaced in its entirety as follows:

- 2.1. MnDOT's authorized representative for purposes of administering this agreement is Jody Martinson, Operations Assistant Commissioner or successor, 395 John Ireland Blvd, MS 120, 651-366-4825, [jody.martinson@state.mn.us](mailto:jody.martinson@state.mn.us).
- 2.2. DPS's authorized representative for purposes of administering this agreement is Colonel Matthew Langer or successor, 445 Minnesota Street, Suite 130, 651-201-7114, [matthew.langer@state.mn.us](mailto:matthew.langer@state.mn.us).

**REVISION 3.** Article 9 Terms of Payment, Subarticle 9.1 is amended as follows:

9.1 As rent for MnDOT space described in Attachment A to this agreement, DPS shall pay MnDOT based on annual costs stated below:

\$196,369.60 For 4/1/14 through 6/30/14.  
\$785,478.38 For 7/1/14 through 6/30/15  
\$801,187.95 For 7/1/15 through 6/30/16 2% Increase  
\$817,211.71 For 7/1/16 through 6/30/17 2% Increase  
\$825,383.83 For 7/1/17 through 6/30/18 1% Increase  
\$833,637.67 For 7/1/18 through 6/30/19 1% Increase

The terms of the Original Contract are expressly reaffirmed and are incorporated by reference. Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

***THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.***

MnDOT Contract No.: 05258A02

**STATE ENCUMBRANCE VERIFICATION**

Individual certifies that funds have been encumbered as required by Minnesota Statutes § 16A.15 and 16C.05.

Signed: Rita Sersfeldt

Date: 1/30/18

SWIFT PO #: 3000049031

**DPS**

The DPS certifies that the appropriate person(s) have executed the contract on behalf of the DPS as required by applicable articles, by laws, resolutions, or ordinances.

By: [Signature]

Title: Chief

Date: 1/26/18

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**DEPARTMENT OF TRANSPORTATION**

By: [Signature]  
(With delegated authority)

Title: Asst. Commissioner Operations

Date: 2.1.18

**COMMISSIONER OF ADMINISTRATION**  
MnDOT Contract Management

By: [Signature]  
(With delegated authority)

Date: Feb 1, 2018

MMD# N/A



**PARTNERSHIP AGREEMENT BETWEEN  
MINNESOTA DEPARTMENT OF TRANSPORTATION  
AND  
MINNESOTA DEPARTMENT OF PUBLIC SAFETY – DRIVER AND VEHICLE SERVICES  
FOR  
LEASED SPACE IN THE MnDOT MANKATO DISTRICT HEADQUARTERS FACILITY**

This Agreement is between Department of Transportation (“MnDOT”) and the Department of Public Safety – Driver and Vehicle Services (“DPS-DVS”).

**Recitals**

1. Under Minnesota Statutes Section 174.02, subdivision 6, the Commissioner of Transportation may enter into agreements with governmental or nongovernmental entities for research and experimentation, for sharing facilities, equipment, staff, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services or that further the development of innovation in transportation for the benefit of the citizens of Minnesota; and
2. The parties wish to cooperatively provide leased space for DPS-DVS at the MnDOT Mankato Headquarters Facility; and,
3. Both parties are willing to enter this Agreement to set forth their respective rights and duties and, do hereby agree with each other as follows:

**Agreement**

**1. TERM OF AGREEMENT, EXHIBITS;**

- 1.1 **Effective date.** This Agreement will be effective upon execution and approval by the appropriate MnDOT and DPS-DVS officials pursuant to Minnesota law.
- 1.2 **Expiration date.** This Agreement will expire on September 30, 2020, unless terminated earlier pursuant to Article 4.
- 1.3 **Term of Lease:** The term of the Lease under this Agreement will be from the effective date through September 30, 2020.
- 1.4 **Exhibits.** Exhibits A & B are attached and incorporated into this agreement.

**2. LEASED SPACE.**

- 2.1 MnDOT grants and DPS-DVS accepts a lease of the following described as approximately two thousand one hundred seventy-four (2,174) usable square feet of leased space, “Leased Space”, as shown on the floor plan on Exhibit A, in the facility known as the Department of Transportation Mankato Headquarters Facility that is located at 2161 Basset Drive, Mankato, Minnesota 56001-6888.
  - 2.1.1 Definition: The Leased Space is defined as the total usable square feet exclusively occupied by DPS-DVS and is the basis for calculation of rent payable hereunder.
    - 2.1.1.1 Measurement Method: Usable square feet is calculated by measurement from the inside finished surface of exterior walls to the inside finished surface of Building

corridor and other permanent walls or to the center of walls demising the Leased Space from adjacent tenant space. Measurement is taken from the exterior wall glass line only if more than fifty percent (50%) of the wall is glass.

- 2.1.1.2 Exclusions and Deductions Vertical shafts, elevators, stairwells, dock areas, mechanical, utility and janitor rooms are excluded from usable square feet. Also excluded from usable square feet are restrooms, corridors, lobbies and receiving areas accessible to the public or used in common with other tenants. Each and every column, pilaster or other projection into the Leased Space of four (4) square feet or more is deducted.

### 3. RENT

- 3.1 As rent for the Leased Space and in consideration for all covenants, representations and conditions of the Lease, subject Article 4.2 below, DPS-DVS agrees to pay to MnDOT the sum of \$124,154.85 for the term of the Lease, as estimated below and detailed in Exhibit B:

| Period   | Estimated Increase<br>per Year | Cost per year | Monthly<br>Rental |
|--|--------------------------------|---------------|-------------------|
| 10/01/15 to 09/30/16                             |                                | \$ 23,385.13  | \$ 1,948.76       |
| 10/01/16 to 09/30/17                             | 3.00%                          | \$ 24,086.69  | \$ 2,007.22       |
| 10/01/17 to 09/30/18                             |                                | \$ 24,809.29  | \$ 2,067.44       |
| 10/01/18 to 09/30/19                             |                                | \$ 25,553.57  | \$ 2,129.46       |
| 10/01/19 to 09/30/20                             |                                | \$ 26,320.17  | \$ 2,193.35       |
| Total <b>Estimated</b> Cost of Partnership Lease |                                | \$ 124,154.85 |                   |

- 3.2 Rent Adjustment Effective October 1, 2015 and each October thereafter, MnDOT may increase or decrease the rental rate based on the actual operating expenses per square foot for the building multiplied by the usable square feet of Lease Space (2,174 sf) for each fiscal year (July- June). MnDOT shall give DPS-DVS written notice on or before August 1 of each year of such rental rate increase or decrease along with written backup documentation of the actual operating expenses. MnDOT and DPS-DVS hereby agree to execute an Amendment to this Agreement setting forth said increase or decrease. If no amendment is executed the terms in Article 3.1 will remain in effect. DPS-DVS shall have the option to terminate this Lease in accordance with Article 4 below.
- 3.3 DPS-DVS agrees to pay MnDOT the monthly rent set forth above on or before the first of each month starting with October 2015.  
Office of Financial Management, Payable  
Financial Operations  
Department of Transportation  
395 John Ireland Blvd MS 215  
St Paul MN 55155-1899
- 3.4 All original invoicing by MnDOT to DPS-DVS will be done in SWIFT.
- 3.5 All payments to MnDOT from DPS-DVS will use bilateral netting in SWIFT.
- 3.6 Questions and concerns regarding payment by DPS-DVS will be directed to their Authorized Representative.

- 3.7 MnDOT represents and warrants that it is solely entitled to all of the rents payable under the terms of this lease and that DPS-DVS shall have the quiet enjoyment of the Leased Space during the full term of this Lease and any extension or renewal.

**4. TERMINATION**

- 4.1 This Agreement may be terminated by either party for any reason at any time upon giving thirty (30) days prior written notice to the other party.
- 4.2 DPS-DVS covenants that at the termination of this Lease by lapse of time or otherwise, it shall remove its personal property and vacate and surrender possession of the Leased Space to MnDOT in as good condition as when DPS-DVS took possession, ordinary wear and damage by the elements excepted. Alterations or fixtures attached to the Leased Space shall remain a part thereof and shall not be removed unless MnDOT elects to permit removal

**5. DUTIES OF MnDOT**

- 5.1 MnDOT shall, at its expense, furnish and provide for the use of DPS-DVS:
- 5.1.1 heat, electricity, sewer and water
  - 5.1.2 janitorial service, and,
  - 5.1.3 trash removal.
- 5.2 MnDOT shall use its best efforts to provide, at no additional cost to DPS-DVS, an area within the fenced enclosure for the motorcycle, Class D road and ~~LEOL~~ testing area. *per 10/7/15*
- 5.3 MnDOT and DPS-DVS shall work together to schedule dates for use of the space for DPS-DVS' testing. *per 10/20/15*

**6. DUTIES OF DPS-DVS.** Except as otherwise provided herein, DPS-DVS shall:

- 6.1 furnish materials and services required for its use of the Leased Space;
- 6.2 maintain the Leased Space in a reasonably good condition and state of repair during the continuance of its tenancy; and
- 6.3 surrender the Leased Space to MnDOT at the termination of such tenancy in as good condition as when DPS-DVS took possession, reasonable wear and damage by the elements excepted.

7. **ANNUAL MEETING** MnDOT and DPS-DVS hereby agree to meet annually or more often as agreed to between the parties to discuss any issues or concerns.

**8. MAINTENANCE AND REPAIRS**

- 8.1 It shall be the duty of MnDOT to maintain at its own expense, in working condition, all appurtenances within the scope of this Lease, including the maintenance of proper plumbing, wiring, heating (and, where applicable, cooling) devices and ductwork.
- 8.2 MnDOT shall, at its own expense, make such necessary repairs so as to continue to provide all such service appurtenances as are required by this Lease, provided, however, that MnDOT shall not be responsible for repairs upon implements or articles which are the personal property of DPS-DVS, nor shall MnDOT bear the expense of repairs to the Leased Space necessitated by damage caused by DPS-DVS beyond normal wear and tear.

**9. OTHER CONDITIONS**

- 9.1 DPS-DVS agrees to observe reasonable precautions to prevent waste of heat, electricity, water, air conditioning, any other utility or any service, whether such is furnished by MnDOT or obtained and paid for by DPS-DVS.



- 9.2 MnDOT agrees to provide and maintain the Leased Space and the building of which the Leased Space are a part with accessibility and facilities meeting code requirements for handicapped persons, pursuant to all applicable laws, rules, ordinances and regulations as issued by any federal, state or local political subdivisions having jurisdiction and authority in connection with said property.

10. **BUILDING ACCESS AND SERVICES**

- 10.1 MnDOT shall provide building access and services to the Leased Space from 8:00 a.m. to 5:00 p.m., Monday through Friday.
- 10.2 MnDOT shall provide access to the Leased Space seven days per week, twenty-four hours per day for authorized employees of DPS-DVS.

11. **AUTHORIZED REPRESENTATIVES**

- 11.1 *Each party's Authorized Representative* is responsible for administering this Agreement and is authorized to give and receive any notice required or permitted under this Agreement.

11.2 *MnDOT's Authorized Representative is*

Name: Greg Ous (or his/her successor)  
Title: District Engineer  
Location: MnDOT District 7  
Address: 2151 Bassett Drive, Mankato, MN 56001-6888  
Telephone: 507-304-6101  
Fax: 507-304-6119  
Email: [greg.ous@state.mn.us](mailto:greg.ous@state.mn.us)

12.3 *DPS/DVS's Authorized Representative is:*

Name: Larry Freund or his/her successor.  
Title: Chief Financial Officer  
MN Department of Public Safety  
Address: 445 Minnesota St, Saint Paul, MN 55101-5155  
Telephone: 651-215-1328  
Email: [larry.freund@state.mn.us](mailto:larry.freund@state.mn.us)

12. **LIABILITY**

- 12.1 MnDOT and DPS-DVS agree that each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.
- 12.2 DPS-DVS agrees that MnDOT assumes by this Agreement no liability for loss of DPS-DVS' personal property resulting from fire, tornado, civil disorder, theft or any cause whatsoever, except as may be attributed to MnDOT's negligence, acts or omissions as determined by a court of law.

[The remainder of this page has been intentionally left blank. Signature page follows.]



Lease # 11707-A  
MnDOT Contract # 1000897

**DPS-DVS**

The DPS-DVS certifies that the appropriate person(s) have executed the contract on behalf of the DPS-DVS as required by applicable articles, bylaws, resolutions or ordinances.

**COMMISSIONER OF TRANSPORTATION**

By: Pat McCann  
Title: DVS Director  
Date: 10/7/2015

By: Anna Tabor  
Title: Assistant Commissioner or  
Assistant Division Director for Operations  
Date: 10/15/15

**STATE ENCUMBRANCE VERIFICATION**


The individual certifies funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05

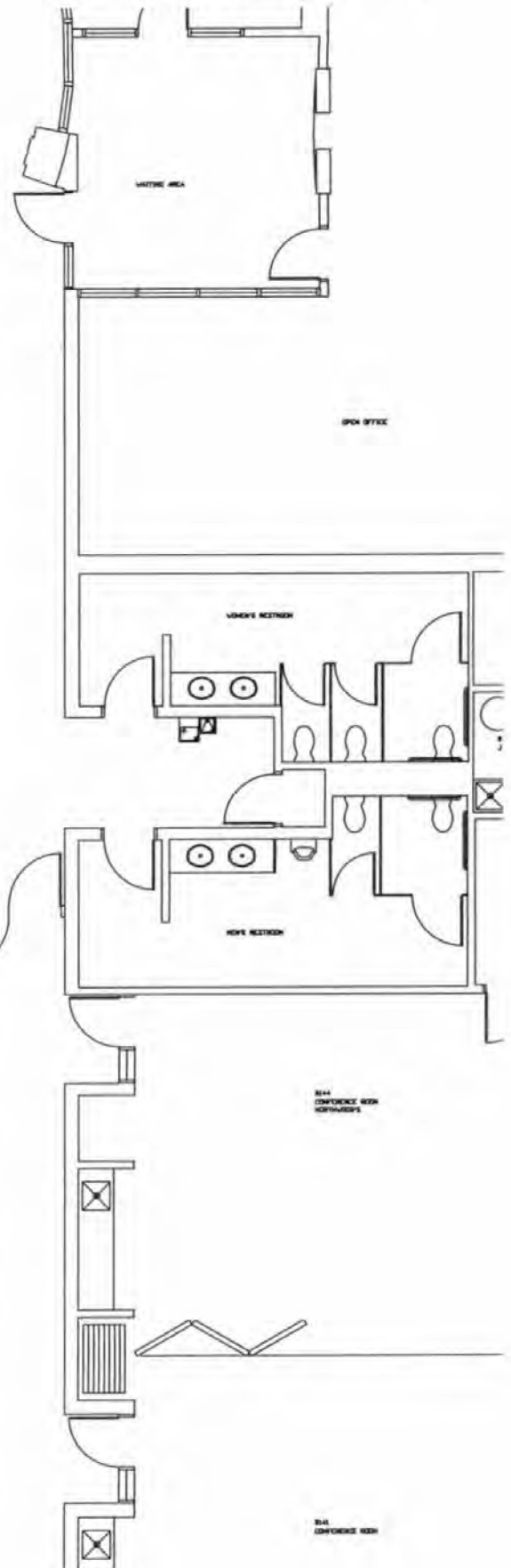
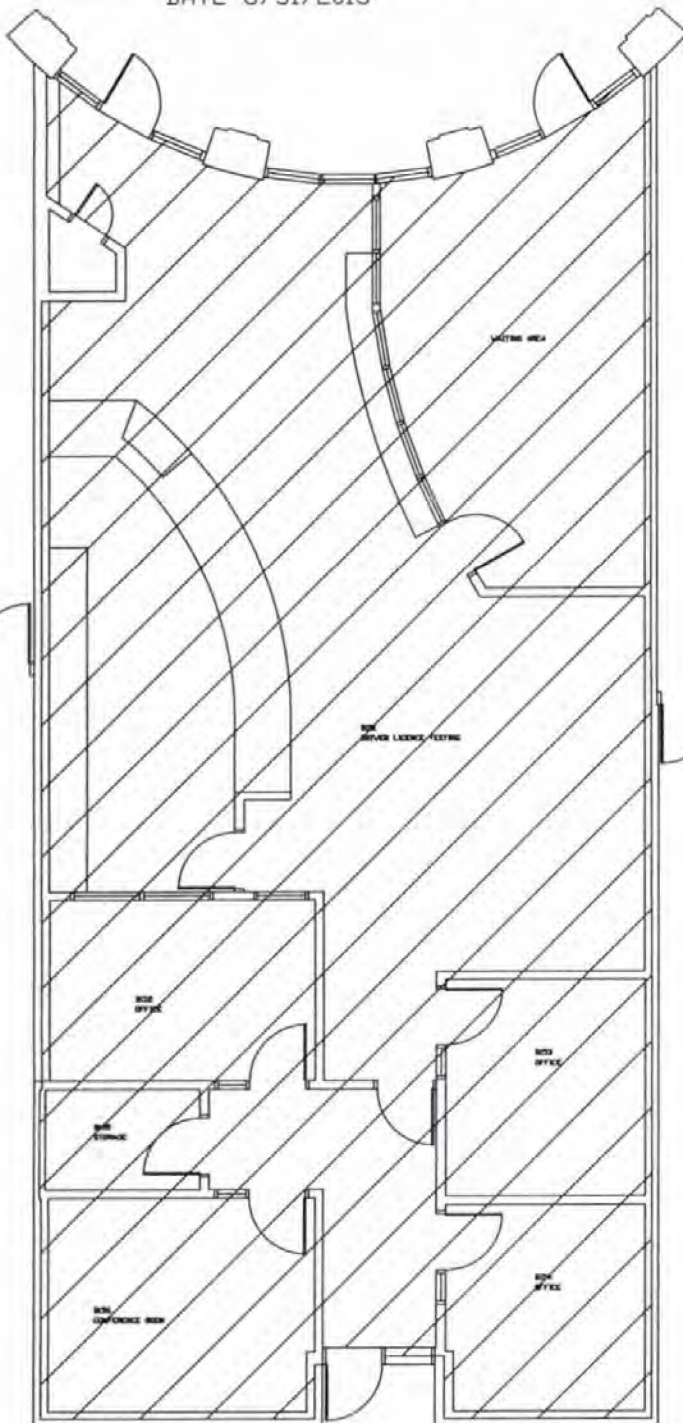
Minnesota Department of Transportation  
~~Contract Management~~

By: Jane Johnson  
Date: 9-29-15  
SWIFT  
Contract # 101079

By: [Signature]  
Date: 10-20-15

SWIFT  
Purchase  
Order # 3660636840

 DRIVER AND VEHICLE  
SERVICE SPACE 2174 USF  
DATE 8/31/2015



**Exhibit B**  
**Estimated Cost/Rent for**  
**Mankato Headquarters Building**

Lease # 11707-A  
MnDOT Contract # 1000897

|   |       |                    |             |
|---|-------|--------------------|-------------|
| FY15 Operating Exp                        | \$    | 796,221.89         |             |
| FY14 Operating Exp                        | \$    | 983,913.41         |             |
| FY13 Operating Exp                        | \$    | 908,490.11         |             |
| FY 12 Operating Exp                       | \$    | 803,872.95         |             |
| Average Operating Exp                     | \$    | 873,124.59         |             |
| Capital Expenditures                      | \$    | -                  |             |
| Depreciation                              | \$    | 709,229.68         |             |
| Subtotal AOP+ CE-D                        | \$    | 1,582,354.27       |             |
| Admin (10%)                               | \$    | 158,235.43         |             |
| Total Costs                               | \$    | 1,740,589.70       |             |
| Square Footage                            | \$    | 161,814.00         |             |
| Cost per square foot                      | \$    | 10.76              |             |
| DPS Square Feet                           |       | 2,174              |             |
| DPS Yearly Rental                         | \$    | 23,385.13          |             |
|   |       | Estimated Increase | Monthly     |
| Period                                    |       | per Year           | Rental      |
| 10/01/15 to 09/30/16                      | \$    | 23,385.13          | \$ 1,948.76 |
| 10/01/16 to 09/30/17                      | 3.00% | \$ 24,086.69       | \$ 2,007.22 |
| 10/01/17 to 09/30/18                      |       | \$ 24,809.29       | \$ 2,067.44 |
| 10/01/18 to 09/30/19                      |       | \$ 25,553.57       | \$ 2,129.46 |
| 10/01/19 to 09/30/20                      |       | \$ 26,320.17       | \$ 2,193.35 |
| Total Estimated Cost of Partnership Lease | \$    | 124,154.85         |             |

**STATE OF MINNESOTA**

**AMENDMENT OF LEASE**

Amendment No. 8 to

Lease No. 11800-A

THIS AMENDMENT No. 8 to Lease No. 11800-A by and between the State of Minnesota, Department of Administration, hereinafter referred to as Landlord (formerly known as Lessor), acting for the benefit of the Department of Transportation, and the State of Minnesota, Department of Administration, hereinafter referred to as Tenant (formerly known as Lessee), acting for the benefit of the Department of Public Safety; Driver and Vehicle Services.

WHEREAS, Landlord and Tenant entered into Lease No. 11800-A, dated August 15, 2011, involving the lease of approximately 17.9 acres with a street address of 2455 Fernbrook Lane, Plymouth, MN; comprised of the following:

| <u>Improvement Type</u>                   | <u>Square Footage</u> |
|---|-----------------------|
| Main Driver Vehicle Facility ("Facility") | 6,130                 |
| Shed                                      | 179                   |
| Roads                                     | 232,681               |
| Parking Lots                              | 51,003                |

WHEREAS, Landlord and Tenant parties deem certain amendments and additional terms and conditions mutually beneficial for the effective continuation of said Lease;

NOW THEREFORE, Landlord and Tenant agree to substitution and/or addition of the following terms and conditions, which shall become a part of Lease No. 11800-A, effective as of the date set forth hereinafter.

1. **RENEWAL TERM** This Lease shall be renewed for an additional term of two (2) years, commencing July 1, 2018 and continuing through June 30, 2020, ("Renewal Term") at the same terms and conditions as set forth in the Lease, except as provided for herein.
2. **RENT** Subject to rent adjustment as set forth in Sections 4.2 and 4.3 of the Lease, Tenant shall pay Landlord for the Renewal Term according to the following rent schedule:

| <u>LEASE PERIOD</u> |   |         | <u>MONTHLY PAYMENT</u> | <u>RENT FOR LEASE PERIOD</u> |
|---------------------|---|---------|------------------------|------------------------------|
| 7/1/18              | - | 6/30/20 | \$ 6,000.00            | \$ 144,000.00                |

3. Except as modified by the provisions of this Amendment, said Lease is ratified and confirmed as originally written.

---

**NO ATTACHMENTS**

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below Intending to be bound thereby.

Landlord:  
STATE OF MINNESOTA  
DEPARTMENT OF ADMINISTRATION  
COMMISSIONER  
acting for the benefit of the  
DEPARTMENT OF TRANSPORTATION

By Susan T. Estes  
Real Estate and Construction Services

Date 3/6/18

Tenant:  
STATE OF MINNESOTA  
DEPARTMENT OF ADMINISTRATION  
COMMISSIONER  
acting for the benefit of the  
DEPARTMENT OF PUBLIC SAFETY

By Susan T. Estes  
Real Estate and Construction Services

Date 3/6/18

APPROVED:  
STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION

By Scott L. Z

Title District Engineer

Date 3/02/18

APPROVED:  
STATE OF MINNESOTA  
DEPARTMENT OF PUBLIC SAFETY

By Sam Freund

Title CFO

Date 2/22/18

STATE ENCUMBRANCE VERIFICATION

Individual signing certifies that funds have been encumbered as required by Minn. Stat. §16A.15 and §16C.05.

By ASL

Date 1 FEB 2018

SWIFT P.O. FY19

Contract No. 128068

**STATE OF MINNESOTA**  
**AMENDMENT OF LEASE**

Amendment No. 5 to

Lease No. 11800-A

THIS AMENDMENT No. 5 to Lease No. 11800-A by and between the State of Minnesota, Department of Administration, hereinafter referred to as LESSOR, acting for the benefit of the Department of Transportation, and the State of Minnesota, Department of Administration, hereinafter referred to as LESSEE, acting for the benefit of the Department of Public Safety; Driver and Vehicle Services.

WHEREAS, LESSOR and LESSEE entered into Lease No. 11800-A, dated August 15, 2011, involving the lease of approximately 17.9 acres with a street address of 2455 Fernbrook Lane, Plymouth, MN; comprised of the following:

| <u>Improvement Type</u>                   | <u>Square Footage</u> |
|---|-----------------------|
| Main Driver Vehicle Facility ("Facility") | 6,130                 |
| Shed                                      | 179                   |
| Roads                                     | 232,681               |
| Parking Lots                              | 51,003                |

WHEREAS, LESSOR and LESSEE parties deem certain amendments and additional terms and conditions mutually beneficial for the effective continuation of said Lease;

NOW THEREFORE, LESSOR and LESSEE agree to substitution and/or addition of the following terms and conditions, which shall become a part of Lease No. 11800-A, effective as of the date set forth hereinafter.

1. **RENEWAL TERM** This Lease shall be renewed for a period of one (1) year, commencing July 1, 2016 and continuing through June 30, 2017 ("Renewal Term"), at the same terms and conditions as set forth in the Lease except as otherwise provided herein.
2. **ESTIMATED RENT FOR FISCAL YEAR 2016**
  - 2.1 In accordance with Clause 4.2 of the Lease, based on the 2016 Fiscal Year Operating Budget attached as Exhibit A, effective July 1, 2015, LESSEE agrees to pay to LESSOR in accordance with the rent schedule set forth below:

| LEASE PERIOD     | SPACE TYPE | SQUARE FEET | RATE PER SQ. FT. (rounded) | MONTHLY PAYMENT | RENT FOR LEASE PERIOD |
|------------------|------------|-------------|----------------------------|-----------------|-----------------------|
| 7/1/15 - 6/30/17 | Office     | 6,130       | \$2.01                     | \$ 1,026.78     | \$ 24,642.72          |
|                  | Grounds    | 283,684     | \$0.11                     | \$ 2,600.44     | \$ 62,410.56          |
|                  | Admin. Fee |             |                            | \$ 2,060.00     | \$ 49,440.00          |
|                  |            |             |                            | \$ 5,687.22     | \$ 136,493.28         |

2.2 LESSOR and LESSEE hereby agree that the rent for the period July 1, 2016 and continuing through June 30, 2017 is subject to adjustment in accordance with Clause 4 of the Lease.

3. **RENT ADJUSTMENT STATEMENT**

3.1 Actual Rent Payments LESSOR and LESSEE hereby agree that for the period July 1, 2014 and continuing through June 30, 2015, LESSEE paid to LESSOR the sum of \$95,234.93.

3.2 Actual Operating Expenses LESSOR and LESSEE hereby agree that the actual operating expenses for FY15 is \$81,203.95 as set forth on Exhibit B attached hereto and incorporated herein.

3.3 Rent Credit LESSOR and LESSEE hereby agree that LESSEE is due a credit for FY15 in the amount of \$14,030.98. Said Rent Credit shall be applied to the FY16 rent payments upon execution of this Amendment.

4. Except as modified by the provisions of this Amendment, said Lease is ratified and confirmed as originally written.

---

ATTACHMENTS

Exhibit A 2016 Fiscal Year Operating Budget  
Exhibit B 2015 Fiscal Year Actual Operating Costs



IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

LESSOR:  
STATE OF MINNESOTA  
DEPARTMENT OF ADMINISTRATION  
COMMISSIONER  
acting for the benefit of the  
DEPARTMENT OF TRANSPORTATION

By Susan T. Estes  
Real Estate and Construction Services  
Date OCT 13 2015

APPROVED:  
STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION

By Scott L. Z...  
Title Metro District Engineer  
Date 10/12/15

LESSEE:  
STATE OF MINNESOTA  
DEPARTMENT OF ADMINISTRATION  
COMMISSIONER  
acting for the benefit of the  
DEPARTMENT OF PUBLIC SAFETY

By Susan T. Estes  
Real Estate and Construction Services  
Date OCT 08 2015

APPROVED:  
STATE OF MINNESOTA  
DEPARTMENT OF PUBLIC SAFETY

By Larry Jensen  
Title CFO  
Date 10/8/15

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

By Al SL  
Date 8 OCT 2015  
Contract No. 28744 - 3000001093

# PLYMOUTH DRIVERS EXAM STATION - 2016 FISCAL YEAR OPERATING BUDGET

|                                  | July    | August  | Sept    | Oct     | Nov     | Dec     | Jan     | Feb      | March   | April   | May     | June    | 12 Month<br>Total | Per<br>Sq. Ft. |
|----------------------------------|---------|---------|---------|---------|---------|---------|---------|----------|---------|---------|---------|---------|-------------------|----------------|
| <b>INCOME</b>                    |         |         |         |         |         |         |         |          |         |         |         |         |                   |                |
| Rent                             | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0        | 0       | 0       | 0       | 0       | 0                 | 0.00           |
| Operating Expense Reimbursement  | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0        | 0       | 0       | 0       | 0       | 0                 | 0.00           |
| <b>TOTAL INCOME</b>              | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0        | 0       | 0       | 0       | 0       | 0                 | 0.00           |
| <b>OPERATING EXPENSES</b>        |         |         |         |         |         |         |         |          |         |         |         |         |                   |                |
| Cleaning                         | 0       | 0       | 250     | 0       | 350     | 0       | 0       | 0        | 250     | 0       | 350     | 0       | 1,200             | 0.20           |
| R/M - Payroll                    | 400     | 400     | 400     | 400     | 400     | 400     | 400     | 400      | 400     | 400     | 400     | 400     | 4,800             | 0.78           |
| Electrical                       | 0       | 0       | 200     | 50      | 0       | 0       | 50      | 0        | 200     | 0       | 0       | 0       | 500               | 0.08           |
| Fire & Life Safety               | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0        | 0       | 0       | 0       | 0       | 0                 | 0.00           |
| HVAC                             | 50      | 1,000   | 0       | 0       | 50      | 0       | 0       | 1,000    | 50      | 0       | 0       | 0       | 2,150             | 0.35           |
| Plumbing                         | 50      | 0       | 250     | 50      | 0       | 250     | 50      | 0        | 250     | 50      | 0       | 250     | 1,200             | 0.20           |
| Other Building Maintenance       | 100     | 100     | 100     | 100     | 300     | 100     | 100     | 100      | 100     | 100     | 300     | 100     | 1,600             | 0.26           |
| General Building Maintenance     | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0        | 0       | 0       | 0       | 0       | 0                 | 0.00           |
| Utilities                        | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0        | 0       | 0       | 0       | 0       | 0                 | 0.00           |
| Landscaping & Grounds            | 200     | 0       | 200     | 0       | 0       | 0       | 0       | 0        | 0       | 0       | 200     | 0       | 600               | 0.10           |
| Parking Lot & Garages            | 2,500   | 0       | 0       | 0       | 2,500   | 4,500   | 5,500   | 6,500    | 6,000   | 3,000   | 1,000   | 0       | 31,500            | 5.14           |
| Administrative                   | 2,060   | 2,060   | 2,060   | 2,060   | 2,060   | 2,060   | 2,060   | 2,060    | 2,060   | 2,060   | 2,060   | 2,060   | 24,720            | 4.03           |
| Insurance                        | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0        | 0       | 0       | 0       | 0       | 0                 | 0.00           |
| Real Estate Taxes                | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0        | 0       | 0       | 0       | 0       | 0                 | 0.00           |
| <b>TOTAL RECOVERABLE EXPENSE</b> | 5,360   | 3,560   | 3,460   | 2,660   | 5,660   | 7,310   | 8,160   | 10,060   | 9,310   | 5,610   | 4,310   | 2,810   | 68,270            | 11.14          |
| <b>NON-RECOVERABLE EXPENSES</b>  | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0        | 0       | 0       | 0       | 0       | 0                 | 0.00           |
| <b>TOTAL OPERATING EXPENSES</b>  | 5,360   | 3,560   | 3,460   | 2,660   | 5,660   | 7,310   | 8,160   | 10,060   | 9,310   | 5,610   | 4,310   | 2,810   | 68,270            | 11.14          |
| <b>OPERATING INCOME</b>          | (5,360) | (3,560) | (3,460) | (2,660) | (5,660) | (7,310) | (8,160) | (10,060) | (9,310) | (5,610) | (4,310) | (2,810) | (68,270)          | (11.14)        |
| Emergency & Special Projects     | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0        | 0       | 0       | 0       | 0       | 0                 | 0.00           |
| <b>TOTAL EXPENSES</b>            | 5,360   | 3,560   | 3,460   | 2,660   | 5,660   | 7,310   | 8,160   | 10,060   | 9,310   | 5,610   | 4,310   | 2,810   | 68,270            | 11.14          |
| <b>CASH FLOW</b>                 | (5,360) | (3,560) | (3,460) | (2,660) | (5,660) | (7,310) | (8,160) | (10,060) | (9,310) | (5,610) | (4,310) | (2,810) | (68,270)          | (11.14)        |

Plymouth Drivers Exam Station (08217)

## 12 Month Actual to Budget

Period = Jul 2014-Jun 2015

Book = Cash ; Tree = ysl.ct.mnape

|  | Actual<br>Jul 2014 | Actual<br>Aug 2014 | Actual<br>Sep 2014 | Actual<br>Oct 2014 | Actual<br>Nov 2014 | Actual<br>Dec 2014 | Actual<br>Jan 2015 | Actual<br>Feb 2015 | Actual<br>Mar 2015 | Actual<br>Apr 2015 | Actual<br>May 2015 | Actual<br>Jun 2015 | Total<br>Actual +<br>Budget | Original<br>Budget | Variance  | %Variance |
|--|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|-----------------------------|--------------------|-----------|-----------|
| 4000-0000 INCOME                                   |                    |                    |                    |                    |                    |                    |                    |                    |                    |                    |                    |                    |                             |                    |           |           |
| 4510-0000 OTHER INCOME                             |                    |                    |                    |                    |                    |                    |                    |                    |                    |                    |                    |                    |                             |                    |           |           |
| 4650-0000 Painting & Decorating                    | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 28.08              | 0.00               | 0.00               | 0.00               | 28.08                       | 0.00               | 28.08     | N/A       |
| 4800-0000 TOTAL OTHER INCOME                       | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 28.08              | 0.00               | 0.00               | 0.00               | 28.08                       | 0.00               | 28.08     | N/A       |
| 4810-0000 TOTAL INCOME                             | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 28.08              | 0.00               | 0.00               | 0.00               | 28.08                       | 0.00               | 28.08     | N/A       |
| 5109-0000 COMMON AREA MAINT. EXT.                  |                    |                    |                    |                    |                    |                    |                    |                    |                    |                    |                    |                    |                             |                    |           |           |
| 5135-0000 General Bldg. Maintenance                | 0.00               | 0.00               | 0.00               | 116.93             | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 116.93                      | 0.00               | -116.93   | N/A       |
| 5155-0000 Snow Removal                             | 3,184.88           | -3,184.88          | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00                        | 0.00               | 0.00      | N/A       |
| 5195-0000 TOTAL COMMON AREA MAINT. EXT.            | 3,184.88           | -3,184.88          | 0.00               | 116.93             | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 116.93                      | 0.00               | -116.93   | N/A       |
| 5272-0000 CLEANING                                 |                    |                    |                    |                    |                    |                    |                    |                    |                    |                    |                    |                    |                             |                    |           |           |
| 5295-0000 Special Cleaning                         | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00                        | 1,000.00           | 1,000.00  | 100.00    |
| 5300-0000 Window Washing                           | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00                        | 700.00             | 700.00    | 100.00    |
| 5307-9999 TOTAL CLEANING                           | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00                        | 1,700.00           | 1,700.00  | 100.00    |
| 5310-0000 R&M Payroll                              | -575.71            | 403.00             | 124.00             | 589.00             | 899.00             | 0.00               | 93.00              | 248.00             | 372.00             | 62.00              | 620.00             | 124.00             | 2,958.29                    | 4,800.00           | 1,841.71  | 38.37     |
| 5315-9999 TOTAL R & M (PAYROLL)                    | -575.71            | 403.00             | 124.00             | 589.00             | 899.00             | 0.00               | 93.00              | 248.00             | 372.00             | 62.00              | 620.00             | 124.00             | 2,958.29                    | 4,800.00           | 1,841.71  | 38.37     |
| 5340-0000 ELECTRICAL                               |                    |                    |                    |                    |                    |                    |                    |                    |                    |                    |                    |                    |                             |                    |           |           |
| 5350-0000 Electrical Supplies & Materials          | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00                        | 200.00             | 200.00    | 100.00    |
| 5355-0000 Electrical Repairs & Maintenance         | -39.15             | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | -39.15                      | 800.00             | 839.15    | 104.89    |
| 5363-9999 TOTAL ELECTRICAL                         | -39.15             | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | -39.15                      | 1,000.00           | 1,039.15  | 103.92    |
| 5390-0000 Fire & Life Safety                       |                    |                    |                    |                    |                    |                    |                    |                    |                    |                    |                    |                    |                             |                    |           |           |
| 5395-0000 Fire & Life Safety Contract              | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00                        | 250.00             | 250.00    | 100.00    |
| 5413-9999 TOTAL FIRE & LIFE SAFETY                 | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00                        | 250.00             | 250.00    | 100.00    |
| 5415-0000 HVAC                                     |                    |                    |                    |                    |                    |                    |                    |                    |                    |                    |                    |                    |                             |                    |           |           |
| 5425-0000 HVAC Supplies & Materials                | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 121.77             | 0.00               | 0.00               | 0.00               | 0.00               | 121.77                      | 900.00             | 778.23    | 86.47     |
| 5430-0000 HVAC Repairs & Maintenance               | -11,383.28         | 806.77             | 0.00               | 0.00               | 1,079.25           | 0.00               | 0.00               | 389.75             | 392.30             | 0.00               | 0.00               | 0.00               | -8,715.21                   | 4,000.00           | 12,715.21 | 317.88    |
| 5443-9999 TOTAL HVAC                               | -11,383.28         | 806.77             | 0.00               | 0.00               | 1,079.25           | 0.00               | 0.00               | 511.52             | 392.30             | 0.00               | 0.00               | 0.00               | -8,593.44                   | 4,900.00           | 13,493.44 | 275.38    |
| 5445-0000 PLUMBING                                 |                    |                    |                    |                    |                    |                    |                    |                    |                    |                    |                    |                    |                             |                    |           |           |
| 5455-0000 Plumbing Supplies & Materials            | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00                        | 200.00             | 200.00    | 100.00    |
| 5460-0000 Plumbing Repairs & Maintenance           | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00                        | 3,500.00           | 3,500.00  | 100.00    |
| 5468-9999 TOTAL PLUMBING                           | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00                        | 3,700.00           | 3,700.00  | 100.00    |
| 5505-0000 Common Area Maintenance                  | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00                        | 600.00             | 600.00    | 100.00    |
| 5510-0000 Structural/Roof/Glass                    | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00                        | 1,000.00           | 1,000.00  | 100.00    |
| 5515-0000 Supplies & Materials                     | 0.00               | 0.00               | 0.00               | 124.49             | 0.00               | 0.00               | 0.00               | 384.00             | 0.00               | 0.00               | 0.00               | 0.00               | 508.49                      | 2,100.00           | 1,591.51  | 75.79     |
| 5520-0000 Repairs & Maintenance                    | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00                        | 600.00             | 600.00    | 100.00    |
| 5533-9999 TOTAL OTHER BLDG. MAINTENANCE            | 0.00               | 0.00               | 0.00               | 124.49             | 0.00               | 0.00               | 0.00               | 384.00             | 0.00               | 0.00               | 0.00               | 0.00               | 508.49                      | 4,300.00           | 3,791.51  | 88.17     |
| 5650-0000 LANDSCAPING & GROUNDS                    |                    |                    |                    |                    |                    |                    |                    |                    |                    |                    |                    |                    |                             |                    |           |           |
| 5655-0000 Landscaping/Grounds Contract             | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00                        | 600.00             | 600.00    | 100.00    |
| 5660-0000 Landscaping/Grounds Supplies & Materials | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00                        | 200.00             | 200.00    | 100.00    |
| 5665-0000 Repairs & Maintenance                    | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 354.01             | 354.01                      | 1,000.00           | 645.99    | 64.60     |
| 5673-9999 TOTAL LANDSCAPING & GROUNDS              | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 354.01             | 354.01                      | 1,800.00           | 1,445.99  | 80.33     |

| Plymouth Drivers Exam Station (08717) |                    |                    |                    |                    |                    |                    |                    |                    |                    |                    |                    |                    |                            |                    |            |           |  |
|---------------------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|----------------------------|--------------------|------------|-----------|--|
| 12 Month Actual to Budget             |                    |                    |                    |                    |                    |                    |                    |                    |                    |                    |                    |                    |                            |                    |            |           |  |
| Period = Jul 2014-Jun 2015            |                    |                    |                    |                    |                    |                    |                    |                    |                    |                    |                    |                    |                            |                    |            |           |  |
| Book = Cash ; Tree = ysl_cf_mnspc     |                    |                    |                    |                    |                    |                    |                    |                    |                    |                    |                    |                    |                            |                    |            |           |  |
|                                       | Actual<br>Jul 2014 | Actual<br>Aug 2014 | Actual<br>Sep 2014 | Actual<br>Oct 2014 | Actual<br>Nov 2014 | Actual<br>Dec 2014 | Actual<br>Jan 2015 | Actual<br>Feb 2015 | Actual<br>Mar 2015 | Actual<br>Apr 2015 | Actual<br>May 2015 | Actual<br>Jun 2015 | Total<br>Actual+<br>Budget | Original<br>Budget | Variance   | %Variance |  |
| 5675-0000 PARKING LOT & GARAGES       |                    |                    |                    |                    |                    |                    |                    |                    |                    |                    |                    |                    |                            |                    |            |           |  |
| 5680-0000 Snow Removal                | -2,291.75          | 3,184.88           | 0.00               | 0.00               | 0.00               | 7,017.00           | 2,400.00           | 6,064.00           | 5,650.00           | 2,927.00           | 1,216.00           | 0.00               | 26,167.13                  | 28,000.00          | 1,832.87   | 6.55      |  |
| 5700-0000 Repairs & Maintenance       | 0.00               | 0.00               | 0.00               | 271.82             | 0.00               | 1,000.00           | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 1,723.00           | 2,994.82                   | 6,000.00           | 3,005.18   | 50.09     |  |
| 5708-9999 TOTAL PARKING LOT & GARAGES | -2,291.75          | 3,184.88           | 0.00               | 271.82             | 0.00               | 8,017.00           | 2,400.00           | 6,064.00           | 5,650.00           | 2,927.00           | 1,216.00           | 1,723.00           | 29,161.95                  | 34,000.00          | 4,838.05   | 14.23     |  |
| 5710-0000 ADMINISTRATIVE              |                    |                    |                    |                    |                    |                    |                    |                    |                    |                    |                    |                    |                            |                    |            |           |  |
| 5720-0000 Management Fee              | 2,000.00           | 2,000.00           | 2,000.00           | 4,000.00           | 2,000.00           | 2,000.00           | 2,000.00           | 2,000.00           | 2,000.00           | 0.00               | 7,665.20           | 2,195.45           | 29,850.65                  | 24,000.00          | -5,850.65  | -24.38    |  |
| 5752-0000 Bank Charges                | 35.22              | 36.51              | 45.73              | 25.08              | 51.09              | 35.99              | 34.85              | 45.79              | 36.01              | 47.90              | 55.03              | 56.84              | 506.04                     | 0.00               | -506.04    | N/A       |  |
| 5758-9999 TOTAL ADMINISTRATIVE        | 2,035.22           | 2,036.51           | 2,045.73           | 4,025.08           | 2,051.09           | 2,035.99           | 2,034.85           | 2,045.79           | 2,036.01           | 47.90              | 7,720.23           | 2,242.29           | 30,356.69                  | 24,000.00          | -6,356.69  | -26.49    |  |
| 5800-0000 TOTAL ESCALATABLE EXPENSES  | -9,069.79          | 3,246.28           | 2,169.73           | 5,127.32           | 4,029.34           | 10,052.99          | 4,527.85           | 9,253.31           | 8,450.31           | 3,036.90           | 9,556.23           | 4,443.30           | 54,823.77                  | 80,450.00          | 25,626.23  | 31.85     |  |
| 6045-9999 TOTAL OPERATING EXPENSES    | -9,069.79          | 3,246.28           | 2,169.73           | 5,127.32           | 4,029.34           | 10,052.99          | 4,527.85           | 9,253.31           | 8,450.31           | 3,036.90           | 9,556.23           | 4,443.30           | 54,823.77                  | 80,450.00          | 25,626.23  | 31.85     |  |
| 6048-9999 OPERATING INCOME            | 9,069.79           | -3,246.28          | -2,169.73          | -5,127.32          | -4,029.34          | -10,052.99         | -4,527.85          | -9,253.31          | -8,422.23          | -3,036.90          | -9,556.23          | -4,443.30          | -54,795.69                 | -80,450.00         | 25,654.31  | -31.89    |  |
| 6160-0000 CAPITAL IMPROVEMENTS        |                    |                    |                    |                    |                    |                    |                    |                    |                    |                    |                    |                    |                            |                    |            |           |  |
| 6205-0000 General Building            | 0.00               | 468.00             | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 468.00                     | 0.00               | -468.00    | N/A       |  |
| 6220-0000 Parking Lot & Grounds       | 0.00               | 0.00               | 0.00               | 16,287.50          | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 16,287.50                  | 16,500.00          | 212.50     | 1.29      |  |
| 6230-9999 TOTAL CAPITAL IMPROVEMENTS  | 0.00               | 468.00             | 0.00               | 16,287.50          | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 16,755.50                  | 16,500.00          | -255.50    | -1.55     |  |
| 7000-0000 NET INCOME                  | 9,069.79           | -3,714.28          | -2,169.73          | -21,414.82         | -4,029.34          | -10,052.99         | -4,527.85          | -9,253.31          | -8,422.23          | -3,036.90          | -9,556.23          | -4,443.30          | -71,551.19                 | -96,950.00         | 25,398.81  | -26.20    |  |
| ADJUSTMENTS                           |                    |                    |                    |                    |                    |                    |                    |                    |                    |                    |                    |                    |                            |                    |            |           |  |
| 2305-0000 Accrued Expenses            | -19,129.01         | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | 0.00               | -19,129.01                 | 0.00               | -19,129.01 | N/A       |  |
| 3125-0000 Owner Advance               | 13,140.78          | 5,956.77           | 28,433.93          | -5,071.86          | 3,206.09           | 9,017.00           | 7,044.76           | 6,726.60           | 8,460.09           | 2,989.00           | 9,537.21           | 4,386.46           | 93,826.83                  | 0.00               | 93,826.83  | N/A       |  |
| TOTAL ADJUSTMENTS                     | -5,988.23          | 5,956.77           | 28,433.93          | -5,071.86          | 3,206.09           | 9,017.00           | 7,044.76           | 6,726.60           | 8,460.09           | 2,989.00           | 9,537.21           | 4,386.46           | 74,697.82                  | 0.00               | 74,697.82  | N/A       |  |
| CASH FLOW                             | 3,081.56           | 2,242.49           | 26,264.20          | -26,486.68         | -823.25            | -1,035.99          | 2,516.91           | -2,526.71          | 37.86              | -47.90             | -19.02             | -56.84             | 3,146.63                   | -96,950.00         | 100,096.63 | -103.25   |  |

Corrected  
Amount  
(see attached) \$100,108.70

DPS FY 2015

|       |           |  |
|-------|-----------|--|
|       | 217.00    |  |
| 2     | 124.00    |  |
| -3    | 2,000.00  |  |
| 5-4   | 62.00     |  |
| 15-5  | 124.00    |  |
| 15-6  | 93.00     |  |
| 15-7  | 396.31    |  |
| 15-8  | 18,900.43 | Includes \$16,287.50 parking lot replacement |
| 15-9  | 2,000.00  |  |
| 15-10 | 1,216.50  |  |
| 15-11 | 631.83    |  |
| 15-12 | 2,000.00  |  |
| 15-13 | 155.00    |  |
| 15-14 | 1,051.09  |  |
| 15-15 | 2,000.00  |  |
| 15-16 | 2,339.00  |  |
| 15-17 | 4,678.00  |  |
| 15-18 | 35.99     |  |
| 15-19 | 4,208.00  |  |
| 15-20 | 2,493.00  |  |
| 15-21 | 183.77    |  |
| 15-22 | 124.00    |  |
| 15-23 | 6,240.00  |  |
| 15-24 | 486.60    |  |
| 15-25 | 6,348.79  |  |
| 15-26 | 2,111.30  |  |
| 15-27 | 2,191.01  |  |
| 15-28 | 1,866.00  |  |
| 15-29 | 1,123.00  |  |
| 15-30 | 217.00    |  |
| 15-31 | 124.00    |  |
| 15-32 | 5,665.20  |  |
| 15-33 | 1,216.00  |  |
| 15-34 | 124.00    |  |
| 15-35 | 2,309.45  |  |
| 15-36 | 2,077.01  |  |
| 15-37 | 7,565.88  | Includes \$5,277.50 for Automated Logic      |
| 15-38 | 6,371.00  | Includes \$5,875 for sidewalk replacement    |
| 15-39 | 1,385.14  | Includes \$299.75 for Automated Logic        |
| 15-40 | 151.90    |  |
| 15-41 | 7,502.50  | Automated Logic                              |

100,108.70

13,029.75 Automated Logic Web Control Software

5,875.00 Concrete Replacement

81,203.95



Journal Entry Register

Property=08717 AND mm/yy=07/2014-09/2015

| Control  | Batch # | Reference | Book | Date       | Period  | Notes  | Property | Account  | Account<br>Name        | Debit     | Credit    | Remarks                   |
|----------|---------|-----------|------|------------|---------|--|----------|----------|------------------------|-----------|-----------|---------------------------|
| J-477568 | 315991  | FUND      | Both | 08/22/2014 | 08/2014 | :PostRecurring FUNDING REQUESTS 15-1, 2, 3, 4                  | 08717    | 10240000 | Cash-Operating Account | 217       | 0         | OWNER ADV MA00435521 15-1 |
|          |         |           |      |            |         |  | 08717    | 31250000 | Owner Advance          | 0         | 217       | OWNER ADV MA00435521 15-1 |
|          |         |           |      |            |         |  | 08717    | 10240000 | Cash-Operating Account | 124       | 0         | OWNER ADV MA00435529 15-2 |
|          |         |           |      |            |         |  | 08717    | 31250000 | Owner Advance          | 0         | 124       | OWNER ADV MA00435529 15-2 |
|          |         |           |      |            |         |  | 08717    | 10240000 | Cash-Operating Account | 2,000.00  | 0         | OWNER ADV MA00435529 15-3 |
|          |         |           |      |            |         |  | 08717    | 31250000 | Owner Advance          | 0         | 2,000.00  | OWNER ADV MA00435529 15-3 |
|          |         |           |      |            |         |  | 08717    | 10240000 | Cash-Operating Account | 62        | 0         | OWNER ADV MA00436473 15-4 |
|          |         |           |      |            |         |  | 08717    | 31250000 | Owner Advance          | 0         | 62        | OWNER ADV MA00436473 15-4 |
| J-481004 | 318742  | FUND      | Both | 09/09/2014 | 09/2014 | :PostRecurring FUNDING REQUESTS 15-5                           | 08717    | 10240000 | Cash-Operating Account | 124       | 0         | OWNER ADV MA00435521 15-5 |
|          |         |           |      |            |         |  | 08717    | 31250000 | Owner Advance          | 0         | 124       | OWNER ADV MA00435521 15-5 |
| J-485348 | 322308  | FUND      | Both | 09/29/2014 | 09/2014 | :PostRecurring FUNDING REQUESTS 15-6 and Deposit meant for W/E | 08717    | 10240000 | Cash-Operating Account | 93        | 0         | OWNER ADV MA00435521 15-6 |
|          |         |           |      |            |         |  | 08717    | 31250000 | Owner Advance          | 0         | 93        | OWNER ADV MA00435521 15-6 |
| J-487119 | 323662  |           | Both | 10/13/2014 | 10/2014 | FUNDING 15-7PDES AND FUNDING ERROR TO WRONG PROP.              | 08717    | 31250000 | Owner Advance          | 0         | 396.31    | OWN ADV FUNDING 15-7 PDES |
|          |         |           |      |            |         |  | 08717    | 10240000 | Cash-Operating Account | 396.31    | 0         | OWN ADV FUNDING 15-7 PDES |
| J-487128 | 323672  |           | Both | 10/13/2014 | 10/2014 | OWN ADV FUNDING 15-8PDES                                       | 08717    | 31250000 | Owner Advance          | 0         | 18,900.43 | OWN ADV FUNDING 15-8PDES  |
|          |         |           |      |            |         |  | 08717    | 10240000 | Cash-Operating Account | 18,900.43 | 0         | OWN ADV FUNDING 15-8PDES  |
| J-488512 | 324696  | FUND      | Both | 10/21/2014 | 10/2014 | :PostRecurring FUNDING REQUESTS 15-9                           | 08717    | 10240000 | Cash-Operating Account | 2,000.00  | 0         | OWNER ADV MA00455746 15-9 |
|          |         |           |      |            |         |  | 08717    | 31250000 | Owner Advance          | 0         | 2,000.00  | OWNER ADV MA00455746 15-9 |
| J-490441 | 326368  | FUND      | Both | 10/30/2014 | 10/2014 | :PostRecurring 10/30/14 OWNER ADV 15-10/ 11 ACCT               | 08717    | 10240000 | Cash-Operating Account | 1,216.50  | 0         | OWNER ADV 15-10 ACCT      |
|          |         |           |      |            |         |  | 08717    | 31250000 | Owner Advance          | 0         | 1,216.50  | OWNER ADV 15-10 ACCT      |
|          |         |           |      |            |         |  | 08717    | 10240000 | Cash-Operating Account | 631.83    | 0         | OWNER ADV 15-11 ACCT      |
|          |         |           |      |            |         |  | 08717    | 31250000 | Owner Advance          | 0         | 631.83    | OWNER ADV 15-11 ACCT      |
| J-492715 | 328108  | FUND      | Both | 11/06/2014 | 11/2014 | :PostRecurring 11/6/14 OWNER ADV 15-12 PDES                    | 08717    | 10240000 | Cash-Operating Account | 2,000.00  | 0         | OWNER ADV 15-12 PDES      |
|          |         |           |      |            |         |  | 08717    | 31250000 | Owner Advance          | 0         | 2,000.00  | OWNER ADV 15-12 PDES      |
| J-494097 | 329186  | FUND      | Both | 11/20/2014 | 11/2014 | :PostRecurring 11/20/14 OWNER ADV 15-13 PDES                   | 08717    | 10240000 | Cash-Operating Account | 155       | 0         | OWNER ADV 15-13 PDES      |
|          |         |           |      |            |         |  | 08717    | 31250000 | Owner Advance          | 0         | 155       | OWNER ADV 15-16 PDES      |
| J-495698 | 330482  | FUND      | Both | 11/26/2014 | 11/2014 | :PostRecurring 11/26/14 OWNER ADV 15-14 PDES                   | 08717    | 10240000 | Cash-Operating Account | 1,051.09  | 0         | OWNER ADV 15-14 PDES      |
|          |         |           |      |            |         |  | 08717    | 31250000 | Owner Advance          | 0         | 1,051.09  | OWNER ADV 15-14 PDES      |
| J-499700 | 333585  | FUND      | Both | 12/18/2014 | 12/2014 | :PostRecurring 12/18/14 OWNER ADV 15-15 & 15-16 PDES           | 08717    | 10240000 | Cash-Operating Account | 2,000.00  | 0         | OWNER ADV 15-15 PDES      |
|          |         |           |      |            |         |  | 08717    | 31250000 | Owner Advance          | 0         | 2,000.00  | OWNER ADV 15-15 PDES      |
|          |         |           |      |            |         |  | 08717    | 10240000 | Cash-Operating Account | 2,339.00  | 0         | OWNER ADV 15-16 PDES      |
|          |         |           |      |            |         |  | 08717    | 31250000 | Owner Advance          | 0         | 2,339.00  | OWNER ADV 15-16 PDES      |
| J-501289 | 334898  | FUND      | Both | 01/05/2015 | 01/2015 | :PostRecurring 1/5/15 OWNER ADV 15-18 PDES                     | 08717    | 10240000 | Cash-Operating Account | 35.99     | 0         | OWNER ADV 15-18 PDES      |
|          |         |           |      |            |         |  | 08717    | 31250000 | Owner Advance          | 0         | 35.99     | OWNER ADV 15-18 PDES      |
| J-502327 | 335727  | FUND      | Both | 12/31/2014 | 12/2014 | :PostRecurring 12/22/14 OWNER ADV 15-18 PDES                   | 08717    | 10240000 | Cash-Operating Account | 4,678.00  | 0         | OWNER ADV 15-17 PDES      |
|          |         |           |      |            |         |  | 08717    | 31250000 | Owner Advance          | 0         | 4,678.00  | OWNER ADV 15-18 PDES      |
| J-504228 | 337099  | FUND      | Both | 01/09/2015 | 01/2015 | :PostRecurring 1/9/15 OWNER ADV 15-19 PDES                     | 08717    | 10240000 | Cash-Operating Account | 4,208.00  | 0         | OWNER ADV 15-19 PDES      |
|          |         |           |      |            |         |  | 08717    | 31250000 | Owner Advance          | 0         | 4,208.00  | OWNER ADV 15-19 PDES      |
| J-508822 | 339541  | FUND      | Both | 01/29/2015 | 01/2015 | :PostRecurring 1/23/15 OWNER ADV 15-20 PDES                    | 08717    | 10240000 | Cash-Operating Account | 2,493.00  | 0         | OWNER ADV 15-20 PDES      |
|          |         |           |      |            |         |  | 08717    | 31250000 | Owner Advance          | 0         | 2,493.00  | OWNER ADV 15-20 PDES      |
| J-509890 | 340228  | FUND      | Both | 01/31/2015 | 01/2015 | :PostRecurring 1/30/15 OWNER ADV 15-21 & 15-22 PDES            | 08717    | 10240000 | Cash-Operating Account | 183.77    | 0         | OWNER ADV 15-21 PDES      |
|          |         |           |      |            |         |  | 08717    | 31250000 | Owner Advance          | 0         | 183.77    | OWNER ADV 15-21 PDES      |
|          |         |           |      |            |         |  | 08717    | 10240000 | Cash-Operating Account | 124       | 0         | OWNER ADV 15-22 PDES      |
|          |         |           |      |            |         |  | 08717    | 31250000 | Owner Advance          | 0         | 124       | OWNER ADV 15-22 PDES      |
| J-515273 | 343794  | FUND      | Both | 02/20/2015 | 02/2015 | :PostRecurring 2/20/15 OWNER ADV 15-23 & 15-24 PDES            | 08717    | 10240000 | Cash-Operating Account | 6,240.00  | 0         | OWNER ADV 15-23 PDES      |
|          |         |           |      |            |         |  | 08717    | 31250000 | Owner Advance          | 0         | 6,240.00  | OWNER ADV 15-23 PDES      |
|          |         |           |      |            |         |  | 08717    | 10240000 | Cash-Operating Account | 486.6     | 0         | OWNER ADV 15-24 PDES      |
|          |         |           |      |            |         |  | 08717    | 31250000 | Owner Advance          | 0         | 486.6     | OWNER ADV 15-24 PDES      |
| J-519827 | 346677  | FUNDING   | Both | 03/04/2015 | 03/2015 | :PostRecurring 3/04/15 OWNER ADV 15-25 PDES                    | 08717    | 10240000 | Cash-Operating Account | 6,348.79  | 0         | OWNER ADV 15-25 PDES      |



|          |        |         |      |            |         |   |       |          |                        |            |            |                      |
|----------|--------|---------|------|------------|---------|---|-------|----------|------------------------|------------|------------|----------------------|
| J-522751 | 348896 | FUNDING | Both | 03/11/2015 | 03/2015 | :PostRecurring 3/11/15 OWNER ADV 15-26 PDES       | 08717 | 31250000 | Owner Advance          | 0          | 6,348.79   | OWNER ADV 15-25 PDES |
|          |        |         |      |            |         |   | 08717 | 10240000 | Cash-Operating Account | 2,111.30   | 0          | OWNER ADV 15-26 PDES |
| J-528817 | 353507 | FUNDING | Both | 04/09/2015 | 04/2015 | :PostRecurring 4/9/15 OWNER ADV 15-28 PDES        | 08717 | 31250000 | Owner Advance          | 0          | 2,111.30   | OWNER ADV 15-26 PDES |
|          |        |         |      |            |         |   | 08717 | 10240000 | Cash-Operating Account | 1,866.00   | 0          | OWNER ADV 15-28 PDES |
| J-528819 | 353508 | FUNDING | Both | 04/22/2015 | 04/2015 | :PostRecurring 4/22/15 OWNER ADV 15-29 PDES       | 08717 | 31250000 | Owner Advance          | 0          | 1,866.00   | OWNER ADV 15-28 PDES |
|          |        |         |      |            |         |   | 08717 | 10240000 | Cash-Operating Account | 1,123.00   | 0          | OWNER ADV 15-29 PDES |
| J-532348 | 356212 | FUNDING | Both | 05/07/2015 | 05/2015 | :PostRecurring 5/7/15 OWNER ADV 15-30, 15-31 PDES | 08717 | 31250000 | Owner Advance          | 0          | 1,123.00   | OWNER ADV 15-29 PDES |
|          |        |         |      |            |         |   | 08717 | 10240000 | Cash-Operating Account | 217        | 0          | OWNER ADV 15-30 PDES |
|          |        |         |      |            |         |   | 08717 | 31250000 | Owner Advance          | 0          | 217        | OWNER ADV 15-30 PDES |
|          |        |         |      |            |         |   | 08717 | 10240000 | Cash-Operating Account | 124        | 0          | OWNER ADV 15-31 PDES |
|          |        |         |      |            |         |   | 08717 | 31250000 | Owner Advance          | 0          | 124        | OWNER ADV 15-31 PDES |
| J-534708 | 357826 | FUNDING | Both | 05/18/2015 | 05/2015 | :PostRecurring 5/18/15 OWNER ADV 15-27            | 08717 | 10240000 | Cash-Operating Account | 2,191.01   | 0          | OWNER ADV 15-27 PDES |
|          |        |         |      |            |         |   | 08717 | 31250000 | Owner Advance          | 0          | 2,191.01   | OWNER ADV 15-27 PDES |
| J-535524 | 358384 | FUNDING | Both | 05/22/2015 | 05/2015 | :PostRecurring 5/22/15 OWNER ADV 15-32, 15-33     | 08717 | 10240000 | Cash-Operating Account | 5,665.20   | 0          | OWNER ADV 15-32 PDES |
|          |        |         |      |            |         |   | 08717 | 31250000 | Owner Advance          | 0          | 5,665.20   | OWNER ADV 15-32 PDES |
|          |        |         |      |            |         |   | 08717 | 10240000 | Cash-Operating Account | 1,216.00   | 0          | OWNER ADV 15-33 PDES |
|          |        |         |      |            |         |   | 08717 | 31250000 | Owner Advance          | 0          | 1,216.00   | OWNER ADV 15-33 PDES |
| J-536286 | 359013 | FUNDING | Both | 05/29/2015 | 05/2015 | :PostRecurring 5/29/15 OWNER ADV 15-34            | 08717 | 10240000 | Cash-Operating Account | 124        | 0          | OWNER ADV 15-34 PDES |
|          |        |         |      |            |         |   | 08717 | 31250000 | Owner Advance          | 0          | 124        | OWNER ADV 15-34 PDES |
| J-537571 | 359991 | FUNDING | Both | 06/03/2015 | 06/2015 | :PostRecurring 6/03/15 OWNER ADV 15-35            | 08717 | 10240000 | Cash-Operating Account | 2,309.45   | 0          | OWNER ADV 15-35 PDES |
|          |        |         |      |            |         |   | 08717 | 31250000 | Owner Advance          | 0          | 2,309.45   | OWNER ADV 15-35 PDES |
| J-540162 | 361854 | FUNDING | Both | 06/12/2015 | 06/2015 | :PostRecurring 6/12/15 OWNER ADV 15-36            | 08717 | 10240000 | Cash-Operating Account | 2,077.01   | 0          | OWNER ADV 15-36 PDES |
|          |        |         |      |            |         |   | 08717 | 31250000 | Owner Advance          | 0          | 2,077.01   | OWNER ADV 15-36 PDES |
| J-543427 | 364509 | FUNDING | Both | 07/06/2015 | 07/2015 | :PostRecurring 7/6/15 OWNER ADV 15-37             | 08717 | 10240000 | Cash-Operating Account | 7,565.88   | 0          | OWNER ADV 15-37 PDES |
|          |        |         |      |            |         |   | 08717 | 31250000 | Owner Advance          | 0          | 7,565.88   | OWNER ADV 15-37 PDES |
| J-546683 | 366972 | FUNDING | Both | 07/17/2015 | 07/2015 | :PostRecurring 7/17/15 OWNER ADV 15-38, 15-39     | 08717 | 10240000 | Cash-Operating Account | 6,371.00   | 0          | OWNER ADV 15-38 PDES |
|          |        |         |      |            |         |   | 08717 | 31250000 | Owner Advance          | 0          | 6,371.00   | OWNER ADV 15-38 PDES |
|          |        |         |      |            |         |   | 08717 | 10240000 | Cash-Operating Account | 1,385.14   | 0          | OWNER ADV 15-39 PDES |
|          |        |         |      |            |         |   | 08717 | 31250000 | Owner Advance          | 0          | 1,385.14   | OWNER ADV 15-39 PDES |
| J-547473 | 367632 | FUNDING | Both | 07/23/2015 | 07/2015 | :PostRecurring 7/23/15 OWNER ADV 15-40            | 08717 | 10240000 | Cash-Operating Account | 151.9      | 0          | OWNER ADV 15-40 PDES |
|          |        |         |      |            |         |   | 08717 | 31250000 | Owner Advance          | 0          | 151.9      | OWNER ADV 15-40 PDES |
| J-558456 | 376216 | FUNDING | Both | 09/18/2015 | 09/2015 | :PostRecurring 9/18/15 OWNER ADV 15-41            | 08717 | 10240000 | Cash-Operating Account | 7,502.50   | 0          | OWNER ADV 15-41 PDES |
|          |        |         |      |            |         |   | 08717 | 31250000 | Owner Advance          | 0          | 7,502.50   | OWNER ADV 15-41 PDES |
|          |        |         |      |            |         |   |       |          |                        | 100,108.70 | 100,108.70 |                      |

STATE OF MINNESOTA

LEASE

LEASE NO. 11800-A

THIS LEASE made by and between the State of Minnesota, Department of Administration, hereinafter referred to as LESSOR, acting for the benefit of the Department of Transportation, and the STATE OF MINNESOTA, Department of Administration, hereinafter referred to as LESSEE, acting for the benefit of the Department of Public Safety; Driver and Vehicle Services.

WHEREAS, the Commissioner of Administration is empowered by Minnesota Statute 16B.24 Subd. 6 to lease state owned property;

WITNESSETH: LESSOR and LESSEE, in consideration of the rents, covenants and considerations hereinafter specified, do hereby agree each with the other as follows:

1. **LEASED PREMISES** LESSOR grants and LESSEE accepts a lease of the following described Leased Premises located in the City of Plymouth, County of Hennepin, Minnesota 55447, a tract of land containing approximately 17.9 acres as shown on the plot plan on the attached Exhibit A ("Leased Premises"), with a street address of 2455 Fernbrook Lane; comprised of the following:

| <u>Improvement Type</u>                   | <u>Square Footage</u> | <u>Exhibit</u> |
|---|-----------------------|----------------|
| Main Driver Vehicle Facility ("Facility") | 6,130                 | B              |
| Shed                                      | 179                   | C              |
| Roads                                     | 232,681               | D              |
| Parking Lots                              | 51,003                | E              |

2. **USE** LESSEE shall use and occupy the Leased Premises only as driver vehicle testing and for such other related activities.
3. **TERM** The term of this Lease is four (4) years, commencing on July 1, 2011, and continuing through June 30, 2015 ("Lease Term").
4. **RENT**
  - 4.1 **Rent Payment** As rent for the Leased Premises and in consideration for all covenants, representations and conditions of the Lease, subject to Clauses 4.2 and 4.3 below, LESSEE agrees to pay to LESSOR in accordance with the rent schedule set forth below:



| LEASE PERIOD     | SPACE TYPE     | SQUARE FEET | RATE PER SQ. FT. | MONTHLY PAYMENT                | RENT FOR LEASE PERIOD |
|------------------|----------------|-------------|------------------|--------------------------------|-----------------------|
| 7/1/11 - 6/30/12 | Office         | 6,130       | \$4.24           | \$ 2,165.93                    | \$ 25,991.16          |
|                  | Grounds        | 283,684     | \$0.16           | \$ 3,782.45                    | \$ 45,389.40          |
|                  | Management     |             |                  | \$ 3,000.00                    | \$ 36,000.00          |
|                  | Administrative |             |                  | \$ 447.42                      | \$ 5,369.03           |
|                  |                |             |                  | \$ 9,395.80                    | \$ 112,749.59         |
| 7/1/12 - 6/30/13 | Office         | 6,130       |                  | To Be Calculated - Section 4.2 |                       |
|                  | Grounds        | 283,684     |                  |                                |                       |
|                  | Management     |             |                  |                                |                       |
|                  | Administrative |             |                  |                                |                       |
|                  |                |             |                  |                                |                       |
| 7/1/13 - 6/30/14 | Office         | 6,130       |                  | To Be Calculated - Section 4.2 |                       |
|                  | Grounds        | 283,684     |                  |                                |                       |
|                  | Management     |             |                  |                                |                       |
|                  | Administrative |             |                  |                                |                       |
|                  |                |             |                  |                                |                       |
| 7/1/14 - 6/30/15 | Office         | 6,130       |                  | To Be Calculated - Section 4.2 |                       |
|                  | Grounds        | 283,684     |                  |                                |                       |
|                  | Management     |             |                  |                                |                       |
|                  | Administrative |             |                  |                                |                       |
|                  |                |             |                  |                                |                       |
|                  |                |             |                  | TOTAL:                         | \$ 112,749.59         |

4.2 Estimate of Future Fiscal Year Rent LESSOR or its agents shall have the right to reasonably estimate the Operating Expenses for each Fiscal Year. Operating Expenses shall be defined as any expense the LESSOR incurs as set forth in Section 8 of this agreement. LESSOR shall submit a notice to LESSEE by April 30 of each year of such estimated amount LESSEE shall pay, on the last day of each month during that Fiscal Year,

4.3 Rent Adjustment Statement No later than September 1 of each year of the Lease Term or any extension thereof LESSOR shall submit to LESSEE a statement ("Rent Adjustment"), to include the following:

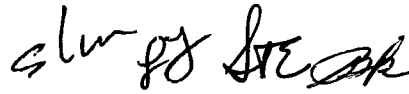
- The actual total operating costs of the Leased Premises ("Actual Operating Costs") as set forth in Section 8 of this Lease with documentation for the immediately preceding twelve (12) month term, which shall be defined as July 1 through June 30.
- The aggregate amount of LESSEE's Rent payments for said same period.
- The difference, "Rent Adjustment," if any, between LESSEE's Rent paid and LESSOR's Actual Operating Costs.
- If the Rent Adjustment results in LESSEE's underpayment of Actual Operating

Costs for said period, LESSEE shall pay such difference to LESSOR within thirty (30) days of receipt of Rent Adjustment statement.

- e. If the Rent Adjustment results in LESSEE's overpayment of Actual Operating Costs for said period, LESSOR shall reimburse such overpayment to LESSEE within thirty (30) days of LESSEE'S receipt of rent adjustment statement.

- 4.4 LESSEE agrees to pay LESSOR the monthly rent set forth above at the end of each calendar month and mail or deliver said payments to:

Department of Transportation  
State of Minnesota  
Metro District Facilities  
1500 West County Road B-2  
Roseville MN 55113



Account #: MAPS Revenue source code-7117 SWIFT-650008

- 4.5 All original bills and statements from LESSOR to LESSEE shall be mailed or personally delivered to:

Accounts Payable  
Department of Public Safety  
State of Minnesota  
444 Cedar S 126  
St Paul MN 55101-5126

- 4.6 LESSOR represents and warrants that it is solely entitled to all of the rents payable under the terms of this Lease and that LESSEE shall have the quiet enjoyment of the Leased Premises during the full term of this Lease and any extension or renewal thereof.

## 5. TERMINATION

- 5.1 In the event that the Minnesota State Legislature does not appropriate to the Department of Public Safety funds necessary for the continuation of this Lease, or in the event that Federal Funds necessary for the continuation of this Lease are withheld for any reason, this Lease may be terminated by LESSEE upon giving thirty (30) days prior written notice to LESSOR.
- 5.2 Notwithstanding Clauses 5.1 above, this Lease may be terminated by either party for any reason at any time upon giving sixty (60) days prior written notice to the other party.
- 5.3 LESSEE covenants that at the termination of this Lease by lapse of time or otherwise, it shall remove its personal property and vacate and surrender possession of the Leased Premises to LESSOR in as good condition as when LESSEE took possession, ordinary wear and damage by the elements excepted. Alterations or fixtures attached to the

Leased Premises shall remain a part thereof and shall not be removed unless LESSOR elects to permit removal.

6. **LESSEE'S ALTERATIONS**

- 6.1 No alterations or structural changes shall be made to the Leased Premises by LESSEE without first submitting three (3) sets of plans and specifications for any alterations or structural changes to LESSOR and obtaining LESSOR'S written approval. Said plans and specifications must be prepared by an architect, engineer, surveyor, landscape architect or interior designer licensed or certified in accordance with Minn. Stat. §326.02 and Minnesota Rules Chapter 1800.
- 6.2 LESSOR shall follow State procurement laws and processes in the implementation of any alterations.
- 6.3 An Amendment to this Lease shall be executed setting forth the alterations to be implemented for the benefit of LESSEE and the associated costs to be paid by LESSEE to LESSOR for said alterations, prior to the commencement of any work.

7. **DUTIES OF LESSEE** Except as otherwise provided herein, LESSEE, at its sole cost and expense, shall:

- 7.1 Furnish program materials and services required for its use of the Leased Premises;
- 7.2 Surrender the Leased Premises to LESSOR at the termination of such tenancy in such condition as the same are in at the commencement of such tenancy, reasonable wear and damage by the elements excepted.
- 7.3 Maintain and provide existing security services;
- 7.4 Pay when due, all charges for utilities furnished to or for the benefit of the Leased Premises, including, but not limited to, sewage and water usage, natural gas, electricity, and other utility services or energy sources serving the Leased Premises;
- 7.5 Provide janitorial services including, but not limited to, cleaning, mopping entrances, trash removal, window washing, recycling services, and all related supplies and materials;
- 7.6 Provide snow removal of the sidewalks and pedestrian routes, and maintaining lawn areas. Such responsibilities shall include lawn mowing, proper disposal of grass clippings, leaves, litter, and irrigation.

8. **DUTIES OF LESSOR** LESSOR, at its sole cost and expense, shall be responsible for the following services, repairs, or tasks identified below. All costs incurred by the LESSOR during the Fiscal Year shall be deemed "Actual Operating Expenses" as set forth in Section 4.3:

- 8.1 Maintenance, preventative maintenance, repair, replacement or any necessary modification of all structural and nonstructural components of the entire Facility, including but not limited to, indoor lighting fixtures, heating and air conditioning units, roof(s), plumbing, plumbing fixtures and equipment, all interior fixtures, interior and exterior walls, floor coverings, partitions, entrances, windows, doors, glass, gutters, fences, gates, painting, and costs of equipment and supplies purchased or used for such purposes, other than work of a capital nature for which a capital budget request and subsequent appropriation is required.
- 8.2 With the exception of lawn maintenance, LESSOR shall be responsible for landscaping care, tree trimming, and tree removal.
- 8.3 Maintenance, repair, replacement or any necessary modification of all Roads and Parking Lots, outdoor lighting fixtures, traffic lights, traffic signals and controllers, signs, annual sweeping of paved areas, snow removal, resurfacing and striping of the Roads and Parking Lots, costs of equipment and supplies purchased or used for such purposes, other than work of a capital nature for which a capital budget request and subsequent appropriation is required.
- 8.4 With exception of Parking Lot A as shown on Exhibit E, LESSOR shall keep the parking lots, driveways, roadways, located on the Premises free from snow and ice.
- 8.5 Both the LESSOR and LESSEE agree that LESSOR shall not remove any snow, ice or any other debris from any pedestrian paths.
- 8.6 LESSEE understands that LESSOR shall contract with a private property management company through the Request for Proposals (RFP) process to manage the Leased Premises. During the RFP process, both LESSOR and LESSEE agree LESSEE will be involved to ensure their requirements will be met. All contact regarding the management and operation of the Leased Premises shall be directed to the property management company. Once a contract is executed with a property management company, this lease agreement will be amended to set forth the contact information for the property management company.
- 8.7 LESSOR shall pay management fees associated with the management and operation of the Leased Premises. The management fee shall be determined RFP process and selection. The administrative fee paid to LESSOR shall be five (5) percent of the total Actual Operating Costs.
- 8.8 In the event an unforeseen repair or maintenance item not considered a capital improvement exceeds \$25,000 and is necessary for the operation of the facility, the cost will be charged back to LESSEE over a twelve (12) month term and will be invoiced on a monthly basis in addition to the rent.

9. **AUTHORIZED REPRESENTATIVE** LESSEE's Authorized Representatives are as follows:

|                     |                     |
|---------------------|---------------------|
| Deb Carlson         | Joan Kopcinski      |
| 445 Cedar St # 183  | 445 Cedar St # 183  |
| St Paul MN 55101    | St Paul, MN 55101   |
| Ph. #: 651-201-7624 | Ph. #: 651-201-7666 |

LESSOR's Authorized Representative is as follows:

|                                  |                                 |
|----------------------------------|---------------------------------|
| Carrie Miller                    | Mark Pavelch                    |
| 1500 West Co Rd B2               | 1500 West Co Rd B2              |
| Roseville MN 55113               | Roseville MN 55113              |
| Ph. #: 651.234.7730              | Ph. #: 651.234.7731             |
| <u>Carrie.Miller@state.mn.us</u> | <u>Mark.Pavelch@state.mn.us</u> |

10. **CODE VIOLATION IMPROVEMENTS** Within thirty (30) days of execution of this agreement, LESSOR, at its sole cost and expense, shall correct the code violation items established by the State Fire Marshal in Exhibit F.

11. **INSURANCE**

11.1 LESSOR and LESSEE agree that 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.

11.2 LESSEE agrees that LESSOR assumes by this Lease no liability for loss of LESSEE'S personal property resulting from fire, tornado, civil disorder, theft or any cause whatsoever, except as may be attributed to LESSOR'S negligence, acts or omissions as determined by a court of law.

12. **OTHER CONDITIONS**

12.1 LESSEE agrees to observe reasonable precautions to prevent waste of heat, electricity, water, air conditioning, any other utility or any service, whether such is furnished by LESSOR or obtained and paid for by LESSEE.

12.2 LESSOR agrees to provide and maintain the Leased Premises and the building of which the Leased Premises are a part with accessibility and facilities meeting code requirements for handicapped persons, pursuant to all applicable laws, rules, ordinances and regulations as issued by any federal, state or local political subdivisions having jurisdiction and authority in connection with the Leased Premises.

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**EXHIBITS:**

Exhibit A – Leased Premises  
Exhibit B – Main Driver Vehicle Facility  
Exhibit C – Shed  
Exhibit D – Roads

Exhibit E – Parking Lots  
Exhibit F – Code Violation Improvements  
Exhibit G – Operating Budget

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

LESSOR  
STATE OF MINNESOTA  
DEPARTMENT OF ADMINISTRATION  
COMMISSIONER  
acting for the benefit of the Department of  
Transportation

By Susan T. Estes  
Real Estate and Construction Services

Date AUG -15 2011

APPROVED:  
STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION

By Scott L. Z...  
Title Metro District Engineer  
Date 7/22/11

LESSEE  
STATE OF MINNESOTA  
DEPARTMENT OF ADMINISTRATION  
COMMISSIONER  
acting for the benefit of the Department of Public  
Safety

By Beverly H. K...  
Real Estate and Construction Services

Date JUN 30 2011

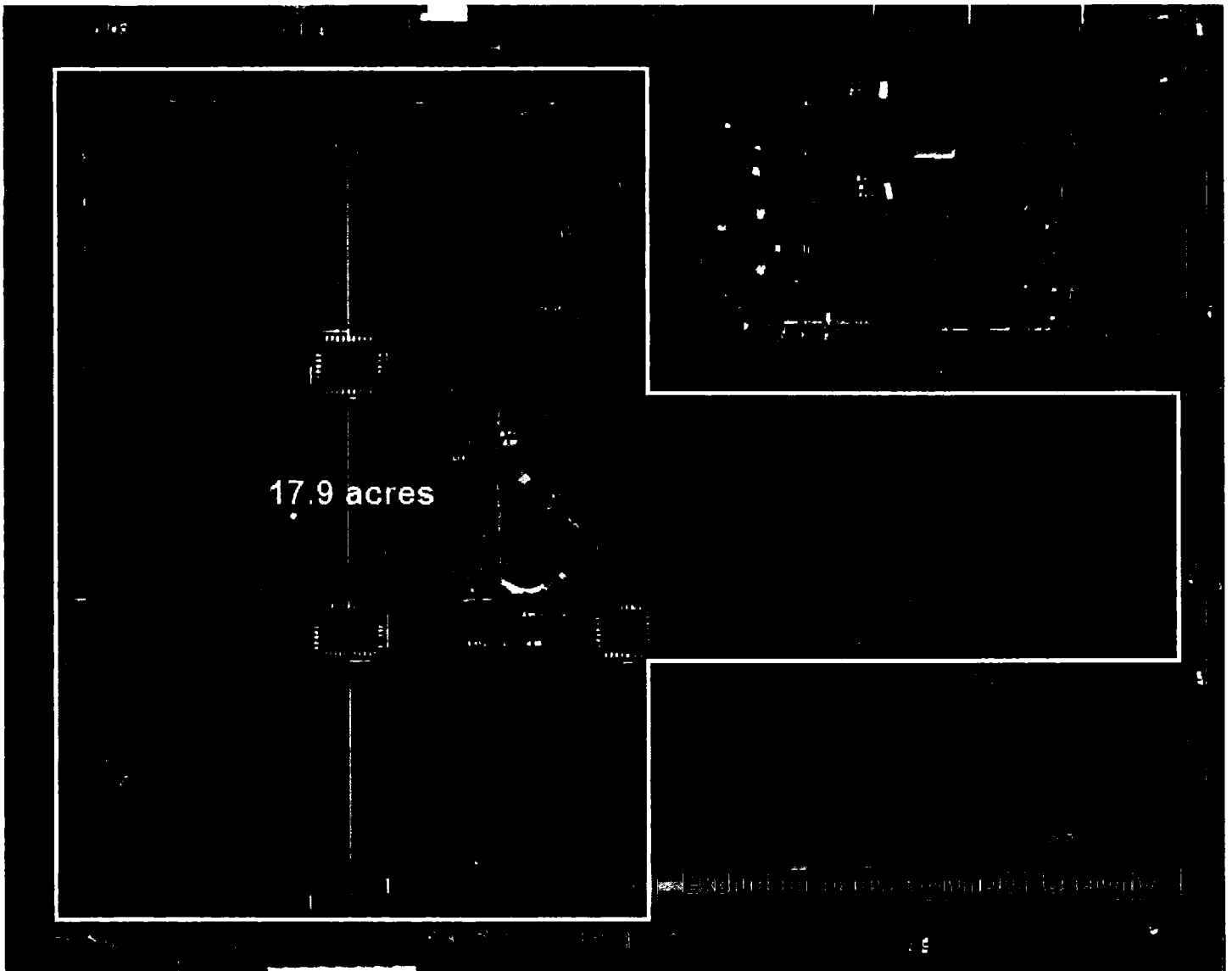
APPROVED:  
STATE OF MINNESOTA  
DEPARTMENT OF PUBLIC SAFETY

By Larry Frank  
Title CFO  
Date 6/30/11

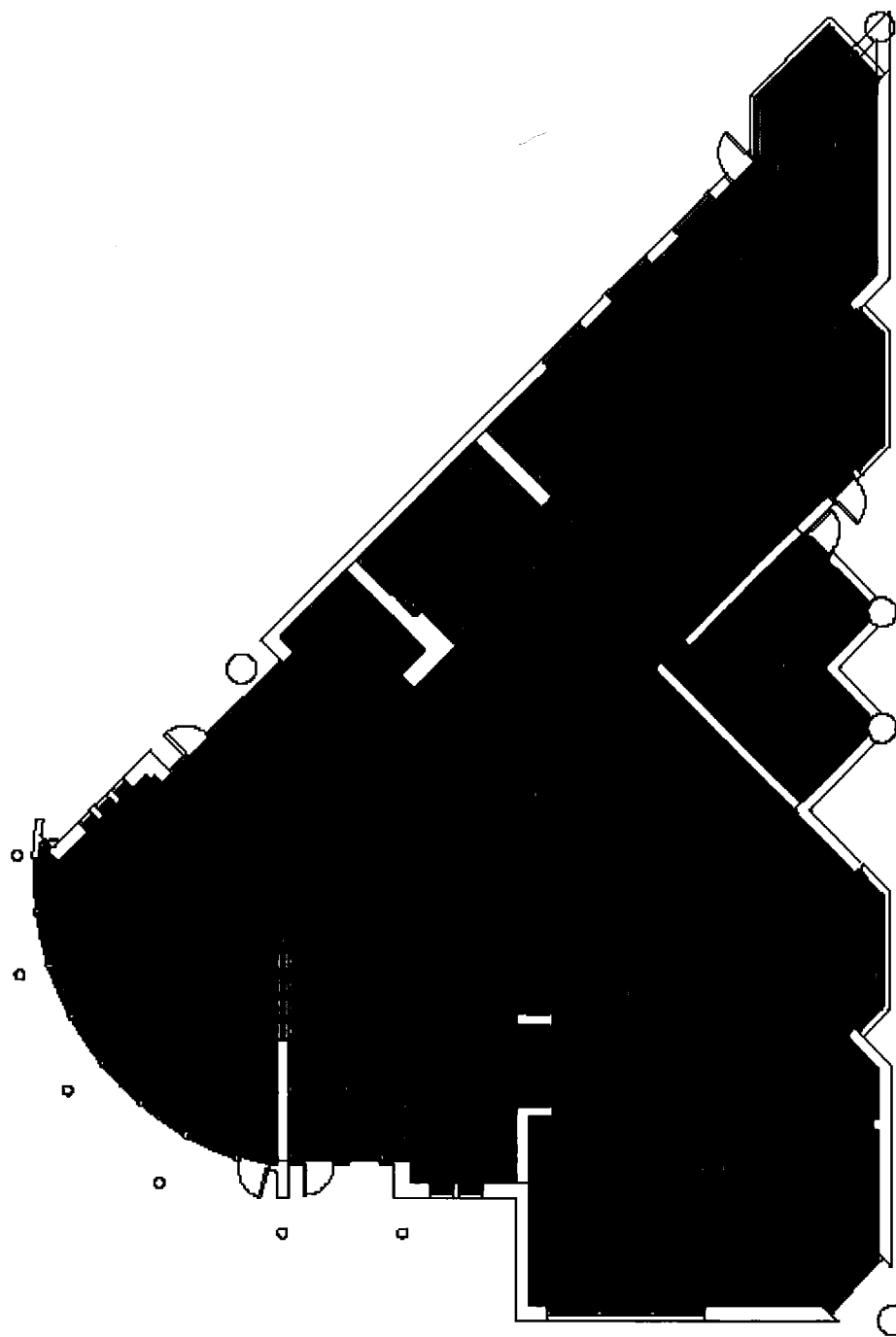
STATE ENCUMBRANCE VERIFICATION  
Individual signing certifies that funds have been encumbered as required  
by Minn. Stat. §16A.10, and 16C.05.

By Holly K...  
Date 6/30/11

Contract No. SC = 28744  
PD = FY12 funds



**EXHIBIT A**  
**LEASED PREMISES**

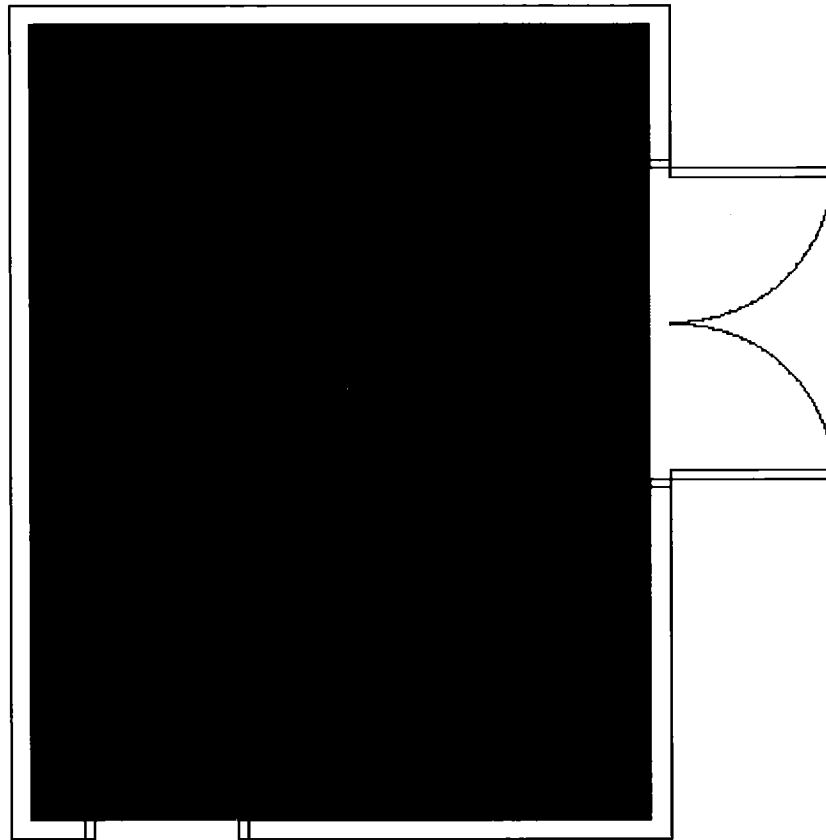



■ - 6,130 USF  
 Date: 08/30/2010

FIRST FLOOR -  
 POWER/ST-2000 POWER/ST-10  
 7/20/2010

# **EXHIBIT B** **MAIN DRIVER VEHICLE FACILITY**



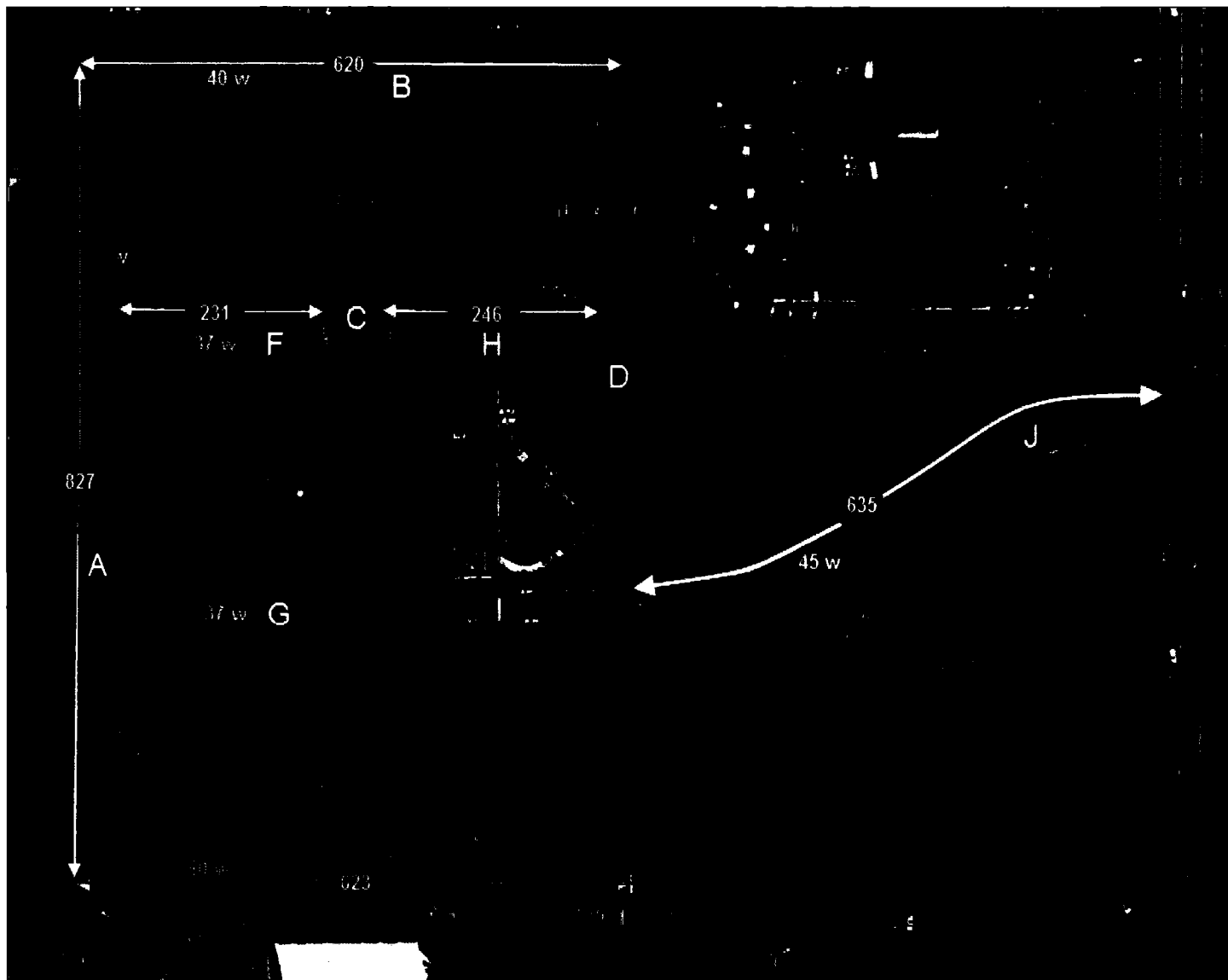


 = 179 USF  
**Date: 08/30/2010**

FIRST FLOOR—  
PLYMOUTH—2455 FERNBROOK LN  
T7900092047

**EXHIBIT C**

**SHED**



**EXHIBIT D**  
**Roads**



**EXHIBIT E**  
**PARKING LOTS**

| Agency Req.:  |       | Scheduled: |           | Complaint:      |  | Permit/Plan Review:  |  | Owner Requested: |  | Inspector Initiated: |  | Consultation: |  |
|---|-------|------------|-----------|-----------------|--|--|--|------------------|--|----------------------|--|---------------|--|
| Item #  | Ref # | Code       | Section   | Days to Correct | Violation  | Remarks  |  |                  |  |                      |  |               |  |
| 1   | 816   | MSFC 2007  | 605.3     | 7               | Provide a working space of not less than 30 inches in width, 36 inches in depth and 78 inches in height in front of electrical service equipment.  | Maintain 30" clearance in front of all electrical panels in Boiler room and Janitor room |  |                  |  |                      |  |               |  |
| 2   | 764   | MSFC 2007  | 315.2.3.2 | 7               | Arrange the storage of combustible materials in mechanical equipment rooms to comply with the following: 1) all storage to be neat and orderly, 2) no storage within 3 feet of fuel-fired equipment. | Maintain 36" clearance from combustibles around water heater                             |  |                  |  |                      |  |               |  |
| 3   | 818   | MSFC 2007  | 605.4     | 7               | Discontinue the use of all multi-plug adapters.  | under desk in dispatch room  |  |                  |  |                      |  |               |  |
| 4   | 819   | MSFC 2007  | 605.5     | 30              | Remove extension cords that are being used as a substitute for permanent wiring.   | Discontinue Use of extensions cords on light in boiler room, computer hub in report room |  |                  |  |                      |  |               |  |
| 5   | 764   | MSFC 2007  | 315.2.3   | 30              | Remove and discontinue the storage of combustible materials in boiler rooms that do not comply with section 315.2.3.1  | All storage must be kept clear of boilers  |  |                  |  |                      |  |               |  |
| 6   | 824   | MSFC 2007  | 605.10    | 30              | Remove or discontinue the use of electrical heaters not complying with 605.10. Electric heaters cannot be plugged into an extension cord and must be listed or labeled.                              | Portable electric heaters must be plugged directly into outlets                          |  |                  |  |                      |  |               |  |
| 7   | 820   | MSFC 2007  | 605.6     | 60              | Provide approved junction boxes for electrical connections in accordance with the State Electrical Code and install covers for all open junction boxes.  | replace electrical junction box covers in boiler room                                    |  |                  |  |                      |  |               |  |
| 8   | 833   | MSFC 2007  | 703.1     | 60              | Repair or seal openings or penetrations to fire-resistive construction with approved materials and methods.  | Provide approved fire stopping around penetrations from boiler room.                     |  |                  |  |                      |  |               |  |
| 9   | 985   | MSFC 2007  | 1027.4    | 60              | Ensure that exit signs are provided with an emergency power system capable of providing at least 30 minutes of illumination in the event of power failure.   | back up power/batteries not working  |  |                  |  |                      |  |               |  |
| 10  | 986   | MSFC 2007  | 1027.5.3  | 60              | Ensure that the means of egress illumination is equipped and maintained with an emergency power system capable of providing 30 minutes of illumination in the event of primary power loss.           |  |  |                  |  |                      |  |               |  |
| Inspection Remarks:   |       |            |           |                 |  |  |  |                  |  |                      |  |               |  |
| #10. Could not test emergency egress lighting (old system) should be evaluated by an electrician or if some exit signs need replacing use combination exit/emergency light units. **Electrical needs in this facility should be evaluated, many power taps being used in office spaces. |       |            |           |                 |  |  |  |                  |  |                      |  |               |  |

## EXHIBIT F

### CODE VIOLATION IMPROVEMENTS

**PLYMOUTH EXAM FACILITY  
FACILITY OPERATING BUDGET**

| <b>REPAIRS AND MAINTENANCE</b>         |                  |
|--|------------------|
| Electrical                             | \$2,000          |
| Heating, Ventilating & A/C             | \$5,000          |
| Plumbing                               | \$1,500          |
| Fire/Life Safety                       | \$2,500          |
| Exterior                               | \$4,000          |
| Interior                               | \$4,000          |
| Landscaping                            | \$5,000          |
| Property Fence Repair                  | \$2,000          |
| <b>TOTAL FACILITY EXPENSE</b>          | <b>\$26,000</b>  |
| <b>TOTAL FACILITY SQUARE FEET</b>      | <b>6,130</b>     |
| <b>FACILITY RATE PER SQUARE FOOT</b>   | <b>\$4.24</b>    |
| <b>ROADS/GROUNDS</b>                   |                  |
| Snow Removal                           | \$25,000         |
| Road Sweeping                          | \$1,500          |
| Road/Parking Lot Repairs               | \$10,000         |
| Traffic Sign Repair                    | \$1,000          |
| Traffic Light/Signal Repairs           | \$5,000          |
| Lane striping                          | \$2,000          |
| <b>TOTAL ROADS/PARKING LOT EXPENSE</b> | <b>\$44,500</b>  |
| Parking Lots                           | 51,003           |
| <u>Bituminous Roads</u>                | <u>232,681</u>   |
| Total Area                             | 283,684          |
| <b>TOTAL ROADS/GROUNDS EXPENSE PSF</b> | <b>\$0.16</b>    |
| <b>MANAGEMENT/ADMINISTRATIVE</b>       |                  |
| Professional Management (outsourced)   | \$36,000         |
| MNDOT Administrative Fee               | \$5,369          |
| <b>TOTAL MANAGEMENT/ADMIN FEE</b>      | <b>\$41,369</b>  |
| <b>BUDGET SUMMARY</b>                  |                  |
| <b>TOTAL FACILITY EXPENSE</b>          | <b>\$26,000</b>  |
| <b>TOTAL ROADS/GROUNDS EXPENSE</b>     | <b>\$44,500</b>  |
| <b>TOTAL MANAGEMENT/ADMIN FEE</b>      | <b>\$41,369</b>  |
| <b>TOTAL ESTIMATED BUDGET AMOUNT</b>   | <b>\$111,869</b> |

**EXHIBIT G  
OPERATING BUDGET**

**STATE OF MINNESOTA**

**AMENDMENT OF LEASE**

Amendment No. 1 to

Lease No. 11800-A

THIS AMENDMENT to Lease No. 11800-A by and between the State of Minnesota, Department of Administration, hereinafter referred to as LESSOR, acting for the benefit of the Department of Transportation, and the State of Minnesota, Department of Administration, hereinafter referred to as LESSEE, acting for the benefit of the Department of Public Safety; Driver and Vehicle Services.

WHEREAS, LESSOR and LESSEE entered into Lease No. 11800-A, dated August 15, 2011, involving the lease of approximately 17.9 acres with a street address of 2455 Fernbrook Lane, Plymouth, MN; comprised of the following:

| <u>Improvement Type</u>                   | <u>Square Footage</u> |
|---|-----------------------|
| Main Driver Vehicle Facility ("Facility") | 6,130                 |
| Shed                                      | 179                   |
| Roads                                     | 232,681               |
| Parking Lots                              | 51,003                |

WHEREAS, LESSOR and LESSEE parties deem certain amendments and additional terms and conditions mutually beneficial for the effective continuation of said Lease;

NOW THEREFORE, LESSOR and LESSEE agree to substitution and/or addition of the following terms and conditions, which shall become a part of Lease No. 11800-A, effective as of the date set forth hereinafter.

1. **PROPERTY MANAGEMENT CONTACT** In accordance with Clause 8.6 of the Lease, the contact information for the property management company is as follows;

Cassidy Turley West  
Amy Hinger, Senior Manager, Property Management  
200 South 6<sup>th</sup> Street, Suite 1400  
Minneapolis MN 55402  
Phone: 651-289-3506  
Fax: 651-289-0294  
Email: amy.hinger@cassidyturley.com

2. Except as modified by the provisions of this Amendment, said Lease is ratified and confirmed as originally written.

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

LESSOR:  
STATE OF MINNESOTA  
DEPARTMENT OF ADMINISTRATION  
COMMISSIONER  
acting for the benefit of the  
DEPARTMENT OF TRANSPORTATION

By Susan T. Estes  
Real Estate and Construction Services  
Date NOV 16 2011

LESSEE:  
STATE OF MINNESOTA  
DEPARTMENT OF ADMINISTRATION  
COMMISSIONER  
acting for the benefit of the  
DEPARTMENT OF PUBLIC SAFETY

By Susan T. Estes  
Real Estate and Construction Services  
Date NOV 16 2011

APPROVED:  
STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION

By Scott L. Z.  
Title Metro District Engineer  
Date 11/8/11

APPROVED:  
STATE OF MINNESOTA  
DEPARTMENT OF PUBLIC SAFETY

By Larry J. J.  
Title CFO  
Date 11/11/11

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

By NA  
Date NA  
Contract No. NA

STATE OF MINNESOTA

AMENDMENT OF LEASE

Amendment No. 2 to

Lease No. 11800-A

THIS AMENDMENT No. 2 to Lease No. 11800-A by and between the State of Minnesota, Department of Administration, hereinafter referred to as LESSOR, acting for the benefit of the Department of Transportation, and the State of Minnesota, Department of Administration, hereinafter referred to as LESSEE, acting for the benefit of the Department of Public Safety; Driver and Vehicle Services.

WHEREAS, LESSOR and LESSEE entered into Lease No. 11800-A, dated August 15, 2011, involving the lease of approximately 17.9 acres with a street address of 2455 Fernbrook Lane, Plymouth, MN; comprised of the following:

| <u>Improvement Type</u>                   | <u>Square Footage</u> |
|---|-----------------------|
| Main Driver Vehicle Facility ("Facility") | 6,130                 |
| Shed                                      | 179                   |
| Roads                                     | 232,681               |
| Parking Lots                              | 51,003                |

WHEREAS, LESSOR and LESSEE parties deem certain amendments and additional terms and conditions mutually beneficial for the effective continuation of said Lease;

NOW THEREFORE, LESSOR and LESSEE agree to substitution and/or addition of the following terms and conditions, which shall become a part of Lease No. 11800-A, effective as of the date set forth hereinafter.

1. **ESTIMATED RENT FOR FISCAL YEAR 2013** In accordance with Clause 4.2 of the Lease, based on the 2013 Fiscal Year Operating Budget attached as Exhibit A, effective July 1, 2012 and subject to change effective July 1, 2013 and July 1, 2014, LESSEE agrees to pay to LESSOR in accordance with the rent schedule set forth below:

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| LEASE PERIOD     |  | SPACE TYPE | SQUARE FEET | RATE PER SQ. FT. (rounded) | MONTHLY PAYMENT                | RENT FOR LEASE PERIOD |
|------------------|--|------------|-------------|----------------------------|--------------------------------|-----------------------|
| 7/1/12 - 6/30/13 |  | Office     | 6,130       | \$2.83                     | \$ 1,445.83                    | \$ 17,349.96          |
|                  |  | Grounds    | 283,684     | \$0.09                     | \$ 2,095.83                    | \$ 25,149.96          |
|                  |  | Mgmt Fee   |             |                            | \$ 2,000.00                    | \$ 24,000.00          |
|                  |  |            |             |                            | \$ 5,541.66                    | \$ 66,499.92          |
| 7/1/13 - 6/30/14 |  | Office     | 6,130       |                            | To Be Calculated - Section 4.2 |                       |
|                  |  | Grounds    | 283,684     |                            |                                |                       |
|                  |  | Mgmt Fee   |             |                            |                                |                       |
|                  |  |            |             |                            |                                |                       |
| 7/1/14 - 6/30/15 |  | Office     | 6,130       |                            | To Be Calculated - Section 4.2 |                       |
|                  |  | Grounds    | 283,684     |                            |                                |                       |
|                  |  | Mgmt Fee   |             |                            |                                |                       |
|                  |  |            |             |                            |                                |                       |

## 2. RENT ADJUSTMENT STATEMENT

2.1 Actual Rent Payments LESSOR and LESSEE hereby agree that for the period July 1, 2011 and continuing through June 30, 2012, LESSEE paid to LESSOR the sum of \$112,749.60.

2.2 Actual Operating Expenses LESSOR and LESSEE hereby agree that the actual operating expenses for FY12 is \$51,144.79 as set forth on the attached Exhibit B. plus the following capital improvements:

|  |             |           |
|--|-------------|-----------|
| Gate Electrical Work (Prairie Electric)                | \$8,048.00  | Exhibit C |
| Repair and automate existing fence (Hansen Bros Fence) | \$12,415.00 | Exhibit D |
| Sidewalk/asphalt (InterState Pavement)                 | \$21,175.00 | Exhibit E |
| Actual Operating Expenses                              | \$51,144.79 |           |
| Total  | \$92,782.79 |           |

2.3 Rent Credit LESSOR and LESSEE hereby agree that LESSEE is due a credit for FY 12 in the amount of \$19,966.81. Said Rent Credit shall be applied to the FY 13 rent payments upon execution of this Amendment.

3. Except as modified by the provisions of this Amendment, said Lease is ratified and confirmed as originally written.

### ATTACHMENTS

Exhibit A 2013 Fiscal Year Operating Budget  
Exhibit B 2012 Fiscal Year Actual Operating Costs  
Exhibit C Prairie Electric Proposal  
Exhibit D InterState Pavement Invoice  
Exhibit E Hansen Bros. Fence Invoice

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

LESSOR:  
STATE OF MINNESOTA  
DEPARTMENT OF ADMINISTRATION  
COMMISSIONER  
acting for the benefit of the  
DEPARTMENT OF TRANSPORTATION

By Susan T. Estes  
Real Estate and Construction Services

Date JAN 25 2013

LESSEE:  
STATE OF MINNESOTA  
DEPARTMENT OF ADMINISTRATION  
COMMISSIONER  
acting for the benefit of the  
DEPARTMENT OF PUBLIC SAFETY

By Susan T. Estes  
Real Estate and Construction Services

Date JAN 24 2013

APPROVED:  
STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION

By Scott L. L.  
Title Metro District Engineer

Date 1/25/13

APPROVED:  
STATE OF MINNESOTA  
DEPARTMENT OF PUBLIC SAFETY

By Sam Freund  
Title CFO

Date 1/23/13

**STATE ENCUMBRANCE VERIFICATION**

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

By Holly Kollen  
Date 1/16/13

Contract No. 28744  
Pb #3000001093

# PLYMOUTH DRIVER EXAM STATION - 2013 FISCAL YEAR OPERATING BUDGET

|                                  | July           | August         | Sept           | Oct            | Nov            | Dec            | Jan            | Feb            | March          | April          | May            | June           | 12 Month<br>Total | Per<br>Sq. Ft. |
|----------------------------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|-------------------|----------------|
| <b>INCOME</b>                    |                |                |                |                |                |                |                |                |                |                |                |                |                   |                |
| Rent                             | 0              | 0              | 0              | 0              | 0              | 0              | 0              | 0              | 0              | 0              | 0              | 0              | 0                 | 0.00           |
| Operating Expense Reimbursement  | 0              | 0              | 0              | 0              | 0              | 0              | 0              | 0              | 0              | 0              | 0              | 0              | 0                 | 0.00           |
| <b>TOTAL INCOME</b>              | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>          | <b>0.00</b>    |
| <b>OPERATING EXPENSES</b>        |                |                |                |                |                |                |                |                |                |                |                |                |                   |                |
| Cleaning                         | 0              | 0              | 250            | 0              | 350            | 250            | 0              | 0              | 250            | 0              | 350            | 250            | 1,700             | 0.28           |
| R/M - Payroll                    | 600            | 600            | 600            | 600            | 600            | 600            | 600            | 600            | 600            | 600            | 600            | 600            | 7,200             | 1.17           |
| Electrical                       | 50             | 0              | 200            | 50             | 0              | 200            | 50             | 0              | 200            | 50             | 0              | 200            | 1,000             | 0.16           |
| Fire & Life Safety               | 0              | 0              | 0              | 0              | 0              | 250            | 0              | 0              | 0              | 0              | 0              | 0              | 250               | 0.04           |
| HVAC                             | 75             | 1,075          | 75             | 75             | 1,075          | 75             | 75             | 1,075          | 75             | 75             | 1,075          | 75             | 4,900             | 0.80           |
| Plumbing                         | 50             | 0              | 250            | 50             | 0              | 250            | 50             | 0              | 250            | 50             | 0              | 250            | 1,200             | 0.20           |
| Other Building Maintenance       | 50             | 50             | 50             | 50             | 50             | 50             | 50             | 50             | 50             | 50             | 550            | 50             | 1,100             | 0.18           |
| General Building Maintenance     | 0              | 0              | 0              | 0              | 0              | 0              | 0              | 0              | 0              | 0              | 0              | 0              | 0                 | 0.00           |
| Utilities                        | 0              | 0              | 0              | 0              | 0              | 0              | 0              | 0              | 0              | 0              | 0              | 0              | 0                 | 0.00           |
| Landscaping & Grounds            | 150            | 250            | 150            | 50             | 0              | 0              | 0              | 0              | 0              | 50             | 150            | 250            | 1,050             | 0.17           |
| Parking Lot & Garages            | 0              | 50             | 2,500          | 0              | 2,500          | 3,500          | 4,000          | 4,500          | 3,000          | 1,500          | 2,550          | 0              | 24,100            | 3.93           |
| Administrative                   | 2,000          | 2,000          | 2,000          | 2,000          | 2,000          | 2,000          | 2,000          | 2,000          | 2,000          | 2,000          | 2,000          | 2,000          | 24,000            | 3.92           |
| Insurance                        | 0              | 0              | 0              | 0              | 0              | 0              | 0              | 0              | 0              | 0              | 0              | 0              | 0                 | 0.00           |
| Real Estate Taxes                | 0              | 0              | 0              | 0              | 0              | 0              | 0              | 0              | 0              | 0              | 0              | 0              | 0                 | 0.00           |
| <b>TOTAL RECOVERABLE EXPENSE</b> | <b>2,975</b>   | <b>4,025</b>   | <b>6,075</b>   | <b>2,875</b>   | <b>6,575</b>   | <b>7,175</b>   | <b>6,825</b>   | <b>8,225</b>   | <b>6,425</b>   | <b>4,375</b>   | <b>7,275</b>   | <b>3,675</b>   | <b>66,500</b>     | <b>10.85</b>   |
| <b>NON-RECOVERABLE EXPENSES</b>  | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>          | <b>0.00</b>    |
| <b>TOTAL OPERATING EXPENSES</b>  | <b>2,975</b>   | <b>4,025</b>   | <b>6,075</b>   | <b>2,875</b>   | <b>6,575</b>   | <b>7,175</b>   | <b>6,825</b>   | <b>8,225</b>   | <b>6,425</b>   | <b>4,375</b>   | <b>7,275</b>   | <b>3,675</b>   | <b>66,500</b>     | <b>10.85</b>   |
| <b>OPERATING INCOME</b>          | <b>(2,975)</b> | <b>(4,025)</b> | <b>(6,075)</b> | <b>(2,875)</b> | <b>(6,575)</b> | <b>(7,175)</b> | <b>(6,825)</b> | <b>(8,225)</b> | <b>(6,425)</b> | <b>(4,375)</b> | <b>(7,275)</b> | <b>(3,675)</b> | <b>(66,500)</b>   | <b>(10.85)</b> |
| Emergency & Special Projects     | 0              | 0              | 0              | 0              | 0              | 0              | 0              | 0              | 0              | 0              | 0              | 0              | 0                 | 0.00           |
| <b>TOTAL EXPENSES</b>            | <b>2,975</b>   | <b>4,025</b>   | <b>6,075</b>   | <b>2,875</b>   | <b>6,575</b>   | <b>7,175</b>   | <b>6,825</b>   | <b>8,225</b>   | <b>6,425</b>   | <b>4,375</b>   | <b>7,275</b>   | <b>3,675</b>   | <b>66,500</b>     | <b>10.85</b>   |
| <b>CASH FLOW</b>                 | <b>(2,975)</b> | <b>(4,025)</b> | <b>(6,075)</b> | <b>(2,875)</b> | <b>(6,575)</b> | <b>(7,175)</b> | <b>(6,825)</b> | <b>(8,225)</b> | <b>(6,425)</b> | <b>(4,375)</b> | <b>(7,275)</b> | <b>(3,675)</b> | <b>(66,500)</b>   | <b>(10.85)</b> |

EXHIBIT A

# PLYMOUTH DRIVER EXAM STATION - 2013 FISCAL YEAR OPERATING BUDGET

|  | July | August | Sept | Oct | Nov | Dec | Jan | Feb | March | April | May | June | 12 Month<br>Total | Per<br>Sq. Ft. |
|--|------|--------|------|-----|-----|-----|-----|-----|-------|-------|-----|------|-------------------|----------------|
| <b>INCOME</b>                              |      |        |      |     |     |     |     |     |       |       |     |      |                   |                |
| Rent                                       | 0    | 0      | 0    | 0   | 0   | 0   | 0   | 0   | 0     | 0     | 0   | 0    | 0                 | 0.00           |
| Escalation                                 | 0    | 0      | 0    | 0   | 0   | 0   | 0   | 0   | 0     | 0     | 0   | 0    | 0                 | 0.00           |
| <b>TOTAL INCOME</b>                        | 0    | 0      | 0    | 0   | 0   | 0   | 0   | 0   | 0     | 0     | 0   | 0    | 0                 | 0.00           |
| <b>RECOVERABLE EXPENSES</b>                |      |        |      |     |     |     |     |     |       |       |     |      |                   |                |
| <b>CLEANING</b>                            |      |        |      |     |     |     |     |     |       |       |     |      |                   |                |
| 5280 Cleaning Contract                     | 0    | 0      | 0    | 0   | 0   | 0   | 0   | 0   | 0     | 0     | 0   | 0    | 0                 | 0.00           |
| 5295 Special Cleaning                      | 0    | 0      | 250  | 0   | 0   | 250 | 0   | 0   | 250   | 0     | 0   | 250  | 1,000             | 0.16           |
| 5300 Window Washing                        | 0    | 0      | 0    | 0   | 350 | 0   | 0   | 0   | 0     | 0     | 350 | 0    | 700               | 0.11           |
| <b>TOTAL CLEANING</b>                      | 0    | 0      | 250  | 0   | 350 | 250 | 0   | 0   | 250   | 0     | 350 | 250  | 1,700             | 0.28           |
| <b>R/M - PAYROLL</b>                       |      |        |      |     |     |     |     |     |       |       |     |      |                   |                |
| 5310 R & M Payroll                         | 600  | 600    | 600  | 600 | 600 | 600 | 600 | 600 | 600   | 600   | 600 | 600  | 7,200             | 1.17           |
| 5310-1 Payroll Taxes/Work Comp             | 0    | 0      | 0    | 0   | 0   | 0   | 0   | 0   | 0     | 0     | 0   | 0    | 0                 | 0.00           |
| 5310-2 Fringe Benefits                     | 0    | 0      | 0    | 0   | 0   | 0   | 0   | 0   | 0     | 0     | 0   | 0    | 0                 | 0.00           |
| <b>TOTAL R &amp; M PAYROLL</b>             | 600  | 600    | 600  | 600 | 600 | 600 | 600 | 600 | 600   | 600   | 600 | 600  | 7,200             | 1.17           |
| <b>ELECTRICAL</b>                          |      |        |      |     |     |     |     |     |       |       |     |      |                   |                |
| 5350 Electrical S & M                      | 50   | 0      | 0    | 50  | 0   | 0   | 50  | 0   | 0     | 50    | 0   | 0    | 200               | 0.03           |
| 5355 Electrical R & M                      | 0    | 0      | 200  | 0   | 0   | 200 | 0   | 0   | 200   | 0     | 0   | 200  | 800               | 0.13           |
| 5360 Electrical Miscellaneous              | 0    | 0      | 0    | 0   | 0   | 0   | 0   | 0   | 0     | 0     | 0   | 0    | 0                 | 0.00           |
| <b>TOTAL ELECTRICAL</b>                    | 50   | 0      | 200  | 50  | 0   | 200 | 50  | 0   | 200   | 50    | 0   | 200  | 1,000             | 0.16           |
| <b>FIRE &amp; LIFE SAFETY</b>              |      |        |      |     |     |     |     |     |       |       |     |      |                   |                |
| 5395 Fire & Life Safety Contract           | 0    | 0      | 0    | 0   | 0   | 250 | 0   | 0   | 0     | 0     | 0   | 0    | 250               | 0.04           |
| 5400 Fire & Life Safety Supplies/Materials | 0    | 0      | 0    | 0   | 0   | 0   | 0   | 0   | 0     | 0     | 0   | 0    | 0                 | 0.00           |
| 5405 Fire & Life Safety Repairs/Mtce.      | 0    | 0      | 0    | 0   | 0   | 0   | 0   | 0   | 0     | 0     | 0   | 0    | 0                 | 0.00           |
| 5410 Fire & Life Safety Misc.              | 0    | 0      | 0    | 0   | 0   | 0   | 0   | 0   | 0     | 0     | 0   | 0    | 0                 | 0.00           |
| <b>TOTAL FIRE &amp; LIFE SAFETY</b>        | 0    | 0      | 0    | 0   | 0   | 250 | 0   | 0   | 0     | 0     | 0   | 0    | 250               | 0.04           |

EXHIBIT A

# PLYMOUTH DRIVER EXAM STATION - 2013 FISCAL YEAR OPERATING BUDGET

|   | July       | August       | Sept       | Oct       | Nov          | Dec        | Jan       | Feb          | March      | April     | May          | June       | 12 Month<br>Total | Per<br>Sq. Ft. |
|---|------------|--------------|------------|-----------|--------------|------------|-----------|--------------|------------|-----------|--------------|------------|-------------------|----------------|
| <b>HVAC</b>                             |            |              |            |           |              |            |           |              |            |           |              |            |                   |                |
| 5420 HVAC Contract                      | 0          | 0            | 0          | 0         | 0            | 0          | 0         | 0            | 0          | 0         | 0            | 0          | 0                 | 0.00           |
| 5425 HVAC S & M                         | 75         | 75           | 75         | 75        | 75           | 75         | 75        | 75           | 75         | 75        | 75           | 75         | 900               | 0.15           |
| 5430 HVAC R & M                         | 0          | 1,000        | 0          | 0         | 1,000        | 0          | 0         | 1,000        | 0          | 0         | 1,000        | 0          | 4,000             | 0.65           |
| 5435 HVAC Chemicals                     | 0          | 0            | 0          | 0         | 0            | 0          | 0         | 0            | 0          | 0         | 0            | 0          | 0                 | 0.00           |
| 5440 HVAC Miscellaneous                 | 0          | 0            | 0          | 0         | 0            | 0          | 0         | 0            | 0          | 0         | 0            | 0          | 0                 | 0.00           |
| <b>TOTAL HVAC</b>                       | <b>75</b>  | <b>1,075</b> | <b>75</b>  | <b>75</b> | <b>1,075</b> | <b>75</b>  | <b>75</b> | <b>1,075</b> | <b>75</b>  | <b>75</b> | <b>1,075</b> | <b>75</b>  | <b>4,900</b>      | <b>0.80</b>    |
| <b>PLUMBING</b>                         |            |              |            |           |              |            |           |              |            |           |              |            |                   |                |
| 5455 Plumbing S & M                     | 50         | 0            | 0          | 50        | 0            | 0          | 50        | 0            | 0          | 50        | 0            | 0          | 200               | 0.03           |
| 5460 Plumbing R & M                     | 0          | 0            | 250        | 0         | 0            | 250        | 0         | 0            | 250        | 0         | 0            | 250        | 1,000             | 0.16           |
| <b>TOTAL PLUMBING</b>                   | <b>50</b>  | <b>0</b>     | <b>250</b> | <b>50</b> | <b>0</b>     | <b>250</b> | <b>50</b> | <b>0</b>     | <b>250</b> | <b>50</b> | <b>0</b>     | <b>250</b> | <b>1,200</b>      | <b>0.20</b>    |
| <b>OTHER BUILDING MAINTENANCE</b>       |            |              |            |           |              |            |           |              |            |           |              |            |                   |                |
| 5505 Common Area Maintenance            | 50         | 50           | 50         | 50        | 50           | 50         | 50        | 50           | 50         | 50        | 50           | 50         | 600               | 0.10           |
| 5510 Structural/Roof/Glass              | 0          | 0            | 0          | 0         | 0            | 0          | 0         | 0            | 0          | 0         | 500          | 0          | 500               | 0.08           |
| 5515 Other Bldg S & M                   | 0          | 0            | 0          | 0         | 0            | 0          | 0         | 0            | 0          | 0         | 0            | 0          | 0                 | 0.00           |
| 5520 Other Bldg R & M                   | 0          | 0            | 0          | 0         | 0            | 0          | 0         | 0            | 0          | 0         | 0            | 0          | 0                 | 0.00           |
| <b>TOTAL OTHER BUILDING MAINTENANCE</b> | <b>50</b>  | <b>50</b>    | <b>50</b>  | <b>50</b> | <b>50</b>    | <b>50</b>  | <b>50</b> | <b>50</b>    | <b>50</b>  | <b>50</b> | <b>550</b>   | <b>50</b>  | <b>1,100</b>      | <b>0.18</b>    |
| <b>GENERAL BLDG. MAINTENANCE</b>        |            |              |            |           |              |            |           |              |            |           |              |            |                   |                |
| 5540 Restroom Expense                   | 0          | 0            | 0          | 0         | 0            | 0          | 0         | 0            | 0          | 0         | 0            | 0          | 0                 | 0.00           |
| 5545 Trash Removal/Recycling            | 0          | 0            | 0          | 0         | 0            | 0          | 0         | 0            | 0          | 0         | 0            | 0          | 0                 | 0.00           |
| 5550 Other Contracts                    | 0          | 0            | 0          | 0         | 0            | 0          | 0         | 0            | 0          | 0         | 0            | 0          | 0                 | 0.00           |
| 5560 Pagers/Cell Phones/E-mail          | 0          | 0            | 0          | 0         | 0            | 0          | 0         | 0            | 0          | 0         | 0            | 0          | 0                 | 0.00           |
| 5585 General Bldg Misc.                 | 0          | 0            | 0          | 0         | 0            | 0          | 0         | 0            | 0          | 0         | 0            | 0          | 0                 | 0.00           |
| <b>TOTAL GENERAL BLDG. MAINTENANCE</b>  | <b>0</b>   | <b>0</b>     | <b>0</b>   | <b>0</b>  | <b>0</b>     | <b>0</b>   | <b>0</b>  | <b>0</b>     | <b>0</b>   | <b>0</b>  | <b>0</b>     | <b>0</b>   | <b>0</b>          | <b>0.00</b>    |
| <b>UTILITIES</b>                        |            |              |            |           |              |            |           |              |            |           |              |            |                   |                |
| 5595 Electric                           | 0          | 0            | 0          | 0         | 0            | 0          | 0         | 0            | 0          | 0         | 0            | 0          | 0                 | 0.00           |
| 5620 Gas                                | 0          | 0            | 0          | 0         | 0            | 0          | 0         | 0            | 0          | 0         | 0            | 0          | 0                 | 0.00           |
| 5625 Water & Sewer                      | 0          | 0            | 0          | 0         | 0            | 0          | 0         | 0            | 0          | 0         | 0            | 0          | 0                 | 0.00           |
| <b>TOTAL UTILITIES</b>                  | <b>0</b>   | <b>0</b>     | <b>0</b>   | <b>0</b>  | <b>0</b>     | <b>0</b>   | <b>0</b>  | <b>0</b>     | <b>0</b>   | <b>0</b>  | <b>0</b>     | <b>0</b>   | <b>0</b>          | <b>0.00</b>    |
| <b>LANDSCAPING &amp; GROUNDS</b>        |            |              |            |           |              |            |           |              |            |           |              |            |                   |                |
| 5655 Landscaping Contract               | 150        | 0            | 150        | 0         | 0            | 0          | 0         | 0            | 0          | 0         | 150          | 0          | 450               | 0.07           |
| 5660 Landscaping S & M                  | 0          | 50           | 0          | 50        | 0            | 0          | 0         | 0            | 0          | 50        | 0            | 50         | 200               | 0.03           |
| 5665 Landscaping R & M                  | 0          | 200          | 0          | 0         | 0            | 0          | 0         | 0            | 0          | 0         | 0            | 200        | 400               | 0.07           |
| <b>TOTAL LANDSCAPING &amp; GROUNDS</b>  | <b>150</b> | <b>250</b>   | <b>150</b> | <b>50</b> | <b>0</b>     | <b>0</b>   | <b>0</b>  | <b>0</b>     | <b>0</b>   | <b>50</b> | <b>150</b>   | <b>250</b> | <b>1,050</b>      | <b>0.17</b>    |

EXHIBIT A

# PLYMOUTH DRIVER EXAM STATION - 2013 FISCAL YEAR OPERATING BUDGET

|   |  | July           | August         | Sept           | Oct            | Nov            | Dec            | Jan            | Feb            | March          | April          | May            | June           | 12 Month<br>Total | Per<br>Sq. Ft. |
|---|--|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|-------------------|----------------|
| <b>PARKING LOT/GARAGES</b>                    |  |                |                |                |                |                |                |                |                |                |                |                |                |                   |                |
| 5680  | Snow Removal                               | 0              | 0              | 0              | 0              | 2,500          | 3,500          | 4,000          | 4,500          | 3,000          | 1,500          | 0              | 0              | 19,000            | 3.10           |
| 5690  | Parking Lot Supplies & Materials           | 0              | 50             | 0              | 0              | 0              | 0              | 0              | 0              | 0              | 0              | 50             | 0              | 100               | 0.02           |
| 5700  | Parking Lot R & M                          | 0              | 0              | 2,500          | 0              | 0              | 0              | 0              | 0              | 0              | 0              | 2,500          | 0              | 5,000             | 0.82           |
| 5705  | Parking Lot Miscellaneous                  | 0              | 0              | 0              | 0              | 0              | 0              | 0              | 0              | 0              | 0              | 0              | 0              | 0                 | 0.00           |
| <b>TOTAL PARKING LOT &amp; GARAGES</b>        |  | <b>0</b>       | <b>50</b>      | <b>2,500</b>   | <b>0</b>       | <b>2,500</b>   | <b>3,500</b>   | <b>4,000</b>   | <b>4,500</b>   | <b>3,000</b>   | <b>1,500</b>   | <b>2,550</b>   | <b>0</b>       | <b>24,100</b>     | <b>3.93</b>    |
| <b>ADMINISTRATIVE</b>                         |  |                |                |                |                |                |                |                |                |                |                |                |                |                   |                |
| 5720  | Management Fees                            | 2,000          | 2,000          | 2,000          | 2,000          | 2,000          | 2,000          | 2,000          | 2,000          | 2,000          | 2,000          | 2,000          | 2,000          | 24,000            | 3.92           |
| 5725  | Management Fee Retainage (hold)            |                |                |                |                |                |                |                |                |                |                |                |                | 0                 | 0.00           |
| 5720  | Management Fee Retainage (payment)         |                |                |                |                |                |                |                |                |                |                |                |                | 0                 | 0.00           |
| <b>TOTAL ADMINISTRATIVE</b>                   |  | <b>2,000</b>   | <b>2,000</b>   | <b>2,000</b>   | <b>2,000</b>   | <b>2,000</b>   | <b>2,000</b>   | <b>2,000</b>   | <b>2,000</b>   | <b>2,000</b>   | <b>2,000</b>   | <b>2,000</b>   | <b>2,000</b>   | <b>24,000</b>     | <b>3.92</b>    |
| <b>TAXES AND INSURANCE</b>                    |  |                |                |                |                |                |                |                |                |                |                |                |                |                   |                |
| 5765  | Real Estate Taxes                          |                |                |                |                |                |                |                |                |                |                |                |                | 0                 | 0.00           |
| 5770  | Insurance                                  |                |                |                |                |                |                |                |                |                |                |                |                | 0                 | 0.00           |
| <b>TOTAL TAXES AND INSURANCE</b>              |  | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>          | <b>0.00</b>    |
| <b>TOTAL RECOVERABLE EXPENSES</b>             |  | <b>2,975</b>   | <b>4,025</b>   | <b>6,075</b>   | <b>2,875</b>   | <b>6,575</b>   | <b>7,175</b>   | <b>6,825</b>   | <b>8,225</b>   | <b>6,425</b>   | <b>4,375</b>   | <b>7,275</b>   | <b>3,675</b>   | <b>66,500</b>     | <b>10.85</b>   |
| <b>NON-RECOVERABLE EXPENSES</b>               |  |                |                |                |                |                |                |                |                |                |                |                |                |                   |                |
|   | Improvements/expenses specific to<br>MnDot |                |                |                |                |                |                |                |                |                |                |                |                | 0                 | 0.00           |
| <b>TOTAL NON-RECOVERABLE EXPENSES</b>         |  | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>          | <b>0.00</b>    |
| <b>TOTAL OPERATING EXPENSES</b>               |  | <b>2,975</b>   | <b>4,025</b>   | <b>6,075</b>   | <b>2,875</b>   | <b>6,575</b>   | <b>7,175</b>   | <b>6,825</b>   | <b>8,225</b>   | <b>6,425</b>   | <b>4,375</b>   | <b>7,275</b>   | <b>3,675</b>   | <b>66,500</b>     | <b>10.85</b>   |
| <b>EMERGENCY &amp; SPECIAL PROJECTS</b>       |  |                |                |                |                |                |                |                |                |                |                |                |                |                   |                |
| 6205  | General Building                           | 0              | 0              | 0              | 0              | 0              | 0              | 0              | 0              | 0              | 0              | 0              | 0              | 0                 | 0.00           |
| 6220  | Parking Lot / Garages                      |                |                |                |                |                |                |                |                |                |                |                |                | 0                 | 0.00           |
| <b>TOTAL EMERGENCY &amp; SPECIAL PROJECTS</b> |  | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>          | <b>0.00</b>    |
| <b>TOTAL EXPENSES</b>                         |  | <b>2,975</b>   | <b>4,025</b>   | <b>6,075</b>   | <b>2,875</b>   | <b>6,575</b>   | <b>7,175</b>   | <b>6,825</b>   | <b>8,225</b>   | <b>6,425</b>   | <b>4,375</b>   | <b>7,275</b>   | <b>3,675</b>   | <b>66,500</b>     | <b>10.85</b>   |
| <b>CASH FLOW</b>                              |  | <b>(2,975)</b> | <b>(4,025)</b> | <b>(6,075)</b> | <b>(2,875)</b> | <b>(6,575)</b> | <b>(7,175)</b> | <b>(6,825)</b> | <b>(8,225)</b> | <b>(6,425)</b> | <b>(4,375)</b> | <b>(7,275)</b> | <b>(3,675)</b> | <b>(66,500)</b>   | <b>(10.85)</b> |

EXHIBIT A

Plymouth Drivers Exam Station (08717)

**Income Statement**

Period = Jun 2012

Book = Cash

|                                  | Period to Date | %    | Year to Date | %    |
|----------------------------------|----------------|------|--------------|------|
| <b>INCOME</b>                    |                |      |              |      |
| Common Area Maintenance          |                |      |              |      |
| Fire & Life Safety R&M           | 0.00           | 0.00 | 239.63       | 0.00 |
| TOTAL COMMON AREA MAINT.         | 0.00           | 0.00 | 239.63       | 0.00 |
| COMMON AREA MAINT. EXT.          |                |      |              |      |
| Sweeping/Cleanup                 | 825.00         | 0.00 | 825.00       | 0.00 |
| Outside Supplies                 | 0.00           | 0.00 | 30.37        | 0.00 |
| TOTAL COMMON AREA MAINT. EXT.    | 825.00         | 0.00 | 855.37       | 0.00 |
| LANDLORD EXPENSES                |                |      |              |      |
| Electrical R & M                 | 0.00           | 0.00 | 217.87       | 0.00 |
| TOTAL LANDLORD EXPENSES          | 0.00           | 0.00 | 217.87       | 0.00 |
| REPAIRS & MAINTENANCE (PAYROLL)  |                |      |              |      |
| R&M Payroll                      | 1,240.00       | 0.00 | 3,782.00     | 0.00 |
| TOTAL R & M (PAYROLL)            | 1,240.00       | 0.00 | 3,782.00     | 0.00 |
| ELECTRICAL                       |                |      |              |      |
| Electrical Supplies & Materials  | 0.00           | 0.00 | 33.39        | 0.00 |
| Electrical Repairs & Maintenance | 0.00           | 0.00 | 291.04       | 0.00 |
| TOTAL ELECTRICAL                 | 0.00           | 0.00 | 324.43       | 0.00 |
| HVAC                             |                |      |              |      |
| HVAC Supplies & Materials        | 0.00           | 0.00 | 747.66       | 0.00 |
| HVAC Repairs & Maintenance       | 81.53          | 0.00 | 2,830.72     | 0.00 |
| TOTAL HVAC                       | 81.53          | 0.00 | 3,578.38     | 0.00 |
| PLUMBING                         |                |      |              |      |
| Plumbing Repairs & Maintenance   | 0.00           | 0.00 | 2,520.61     | 0.00 |
| TOTAL PLUMBING                   | 0.00           | 0.00 | 2,520.61     | 0.00 |
| OTHER BUILDING MAINTENANCE       |                |      |              |      |
| Supplies & Materials             | 1,784.36       | 0.00 | 2,174.41     | 0.00 |
| Repairs & Maintenance            | 282.31         | 0.00 | 3,602.49     | 0.00 |
| TOTAL OTHER BLDG. MAINTENANCE    | 2,066.67       | 0.00 | 5,776.90     | 0.00 |
| GENERAL BUILDING EXPENSE         |                |      |              |      |
| Miscellaneous                    | 0.00           | 0.00 | 204.24       | 0.00 |
| TOTAL GEN BUILDING EXPENSE       | 0.00           | 0.00 | 204.24       | 0.00 |
| LANDSCAPING & GROUNDS            |                |      |              |      |
| Landscaping/Grounds Contract     | 328.26         | 0.00 | 328.26       | 0.00 |
| TOTAL LANDSCAPING & GROUNDS      | 328.26         | 0.00 | 328.26       | 0.00 |
| PARKING LOT & GARAGES            |                |      |              |      |
| Snow Removal                     | 0.00           | 0.00 | 7,940.90     | 0.00 |
| Supplies & Materials             | 0.00           | 0.00 | 55.66        | 0.00 |
| Repairs & Maintenance            | 0.00           | 0.00 | 2,100.00     | 0.00 |
| TOTAL PARKING LOT & GARAGES      | 0.00           | 0.00 | 10,096.56    | 0.00 |
| ADMINISTRATIVE                   |                |      |              |      |
| Management Fee                   | 2,000.00       | 0.00 | 15,806.45    | 0.00 |
| General Office Expense           | 0.00           | 0.00 | 11.82        | 0.00 |
| Bank Charges                     | 24.83          | 0.00 | 158.27       | 0.00 |
| TOTAL ADMINISTRATIVE             | 2,024.83       | 0.00 | 15,976.54    | 0.00 |

**EXHIBIT B**

12/21/2012 3:30 PM

Plymouth Drivers Exam Station (08717)

# **Income Statement**

Period = Jun 2012

Book = Cash

|                            | Period to Date | %    | Year to Date | %    |
|----------------------------|----------------|------|--------------|------|
| TOTAL ESCALATABLE EXPENSES | 6,566.29       | 0.00 | 43,900.79    | 0.00 |
| TOTAL OPERATING EXPENSES   | 6,566.29       | 0.00 | 43,900.79    | 0.00 |
| OPERATING INCOME           | -6,566.29      | 0.00 | -43,900.79   | 0.00 |
| CAPITAL IMPROVEMENTS       |                |      |              |      |
| General Building           | 0.00           | 0.00 | 7,244.00     | 0.00 |
| TOTAL CAPITAL IMPROVEMENTS | 0.00           | 0.00 | 7,244.00     | 0.00 |
| NET INCOME                 | -6,566.29      | 0.00 | -51,144.79   | 0.00 |

## **EXHIBIT B**



# Prairie Electric

ELECTRICAL CONTRACTORS CO., INC.

6595 Edenvale Blvd.  
Suite #120  
Eden Prairie, MN 55346

Phone 952-949-0074  
Fax 952-949-0174  
www.prairieelectric.com

## Proposal

**To:** Chip Olson  
**Company:** Cassidy Turley  
**E-Mail:** Chip.olson@cassidyurley.com

**From:** Brent Fritz  
**Company:** Prairie Electric Company

**Date:** 08-24-2012  
**Number of Pages:** 1  
**Subject:** 2455 Fernbrook Ln power to Gate

Chip,

We are pleased to offer the following electrical quotation for your consideration and review.

- Electrical Permit
- Furnish and install
  - 2 – 1" conduits from main building to Gate, then across road to other gate
  - 2 – Nema3 18" junction boxes
  - 1 – New 20amp circuit
  - 2 – 1 gang weather proof boxes for control wires
  - 2 – Connections to new gate motors 120v 1 phase

Total: **\$8,048.00**

### *Notes and Exclusions*

- \*All work to be performed during normal working hours
- \* Basic restoration of soil included
- \* No sod or grass work.
- \* Any cement or asphalt repairs not included.

If you have any questions regarding this quotation please don't hesitate to call.

Sincerely,  
Brent Fritz  
Project Manager

## EXHIBIT C



651.765.0765 office  
651.407.0609 fax

## Invoice

| Date      | Invoice # |
|-----------|-----------|
| 9/11/2012 | 31339     |

|  |
|--|
| Invoice To:  |
| Cassidy Turley<br>200 South 6th Street<br>Suite #1400<br>Minneapolis, MN 55402 |

|   |
|---|
| Service Location:                                   |
| Plymouth/DVS<br>2455 Fernbrook Lane<br>Plymouth, MN |

|   |      |     | Due Date     | 10/11/2012         |
|---|------|-----|--------------|--------------------|
| Description   | Unit | Qty | Rate         | Amount             |
| CONTRACT NO.: 07182012  |      |     |              |                    |
| Milling and overlay to approximately 11,250 square feet. Two inches of new 41A class asphalt installed and compacted. Asphalt was rolled to finish.                                       |      | 1   | 10,685.00    | 10,685.00          |
| Concrete Flat Work - Removed and replaced 4" thick concrete sidewalk panels. Approximately 500 square feet of area was replaced. All waste material was removed and disposed of properly. |      | 1   | 4,500.00     | 4,500.00           |
| Concrete Dual Purpose Sidewalk Repairs - Removed and replaced approximately 550 square feet of dual purpose curb and sidewalk.  |      | 1   | 5,990.00     | 5,990.00           |
| Thanks for the opportunity to work with you.<br>Dave (651)336-6804  |      |     | <b>Total</b> | <b>\$21,175.00</b> |

*Prompt payment would be appreciated. Late payments could result in a 1.5% monthly finance charge. Customer agrees to pay all costs of collection, including attorney's fees.*

*Interstate accepts American Express, MasterCard and Visa for your convenience.*

**EXHIBIT D**

# hansen bros. fence

Gaining your respect  
the old fashioned way — we earn it

319 Ulysses Street N.E. • Minneapolis, MN 55413-2602  
North 763-441-0447 • Central 612-520-0922 • South 612-721-7115 • Outstate 800-416-9694 • Fax 612-520-0991

## Invoice

| DATE      | INVOICE # |
|-----------|-----------|
| 9/18/2012 | 17133     |

|   |
|---|
| <b>BILL TO</b>  |
| CASSIDY TURLEY MIDWEST, INC.<br>200 SOUTH 6th STREET, SUITE 1400<br>MINNEAPOLIS, MN 55402 |

|  |
|--|
| <b>SHIP TO</b>   |
| DEPARTMENT OF PUBLIC SAFETY<br>2455 FERNBROOK LANE<br>PLYMOUTH, MN 55447 |

| P.O. NUMBER   | TERMS        | REP  | SHIP      | VIA | F.O.B.       | PROJECT     |
|---|--------------|--|-----------|-----|--------------|-------------|
|   | Due on recpt | CTH  | 9/18/2012 |     | here         |             |
| QUANTITY  | ITEM CODE    | DESCRIPTION                                  |           |     | PRICE EACH   | AMOUNT      |
|   | repair       | Repair & automate existing fence as proposed |           |     | 12,415.00    | 12,415.00   |
| <div>RECEIVED<br/>SEP 21 2012<br/>BY: _____<br/><br/>Thank You!</div> |              |  |           |     |              |             |
|   |              |  |           |     | <b>Total</b> | \$12,415.00 |

sincerely thank you for this opportunity

We sincerely thank you for this opportunity!

Christian, Tom, Eric, Doug, Brad, Hodge, Kurt, Bruce, Karen, Christie, Gretchen, Jane, Carrie, Sharon, Rich, Stacy, Mike, Joseph, Elaina, Savannah, Griffin, Carsen, Baylor, Gehrig, Weston, Mia, Olivia, Luke, Katie, Jack, Ryan, Aren, Hannah, Jake, Jordyn, Terry, Nina, Phil, Fran, Ron, Mark, Jorge, Memo, Oscar, Robbie, Justin... and never forgotten - Josh.

**EXHIBIT E**

**STATE OF MINNESOTA**  
**AMENDMENT OF LEASE**

Amendment No. 3 to

Lease No. 11800-A

THIS AMENDMENT No. 3 to Lease No. 11800-A by and between the State of Minnesota, Department of Administration, hereinafter referred to as LESSOR, acting for the benefit of the Department of Transportation, and the State of Minnesota, Department of Administration, hereinafter referred to as LESSEE, acting for the benefit of the Department of Public Safety; Driver and Vehicle Services.

WHEREAS, LESSOR and LESSEE entered into Lease No. 11800-A, dated August 15, 2011, involving the lease of approximately 17.9 acres with a street address of 2455 Fernbrook Lane, Plymouth, MN; comprised of the following:

| <u>Improvement Type</u>                   | <u>Square Footage</u> |
|---|-----------------------|
| Main Driver Vehicle Facility ("Facility") | 6,130                 |
| Shed                                      | 179                   |
| Roads                                     | 232,681               |
| Parking Lots                              | 51,003                |

WHEREAS, LESSOR and LESSEE parties deem certain amendments and additional terms and conditions mutually beneficial for the effective continuation of said Lease;

NOW THEREFORE, LESSOR and LESSEE agree to substitution and/or addition of the following terms and conditions, which shall become a part of Lease No. 11800-A, effective as of the date set forth hereinafter.

1. **ESTIMATED RENT FOR FISCAL YEAR 2014** In accordance with Clause 4.2 of the Lease, based on the 2014 Fiscal Year Operating Budget attached as Exhibit A, effective July 1, 2013 and subject to change effective July 1, 2014, LESSEE agrees to pay to LESSOR in accordance with the rent schedule set forth below:

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| LEASE PERIOD     | SPACE TYPE | SQUARE FEET | RATE PER SQ. FT. (rounded) | MONTHLY PAYMENT                | RENT FOR LEASE PERIOD |
|------------------|------------|-------------|----------------------------|--------------------------------|-----------------------|
| 7/1/13 - 6/30/14 | Office     | 6,130       | \$3.45                     | \$ 1,764.26                    | \$ 21,171.12          |
|                  | Grounds    | 283,684     | \$0.13                     | \$ 3,073.24                    | \$ 36,878.88          |
|                  | Mgmt Fee   |             |                            | \$ 2,000.00                    | \$ 24,000.00          |
|                  |            |             |                            | <b>\$ 6,837.50</b>             | <b>\$ 82,050.00</b>   |
| 7/1/14 - 6/30/15 | Office     | 6,130       |                            | To Be Calculated - Section 4.2 |                       |
|                  | Grounds    | 283,684     |                            |                                |                       |
|                  | Mgmt Fee   |             |                            |                                |                       |

## 2. RENT ADJUSTMENT STATEMENT

- 2.1 Actual Rent Payments LESSOR and LESSEE hereby agree that for the period July 1, 2012 and continuing through June 30, 2013, LESSEE paid to LESSOR the sum of \$56,374.80, plus a carry forward credit from FY 12 in the amount of \$19,966.81 for a total of \$76,341.61.
- 2.2 Actual Operating Expenses LESSOR and LESSEE hereby agree that the actual operating expenses for FY13 are \$84,118.46 as set forth on the attached Exhibit B.
- 2.3 Additional Rent Due to DOT LESSOR and LESSEE hereby agree that LESSEE under paid for operating costs for FY 13 in the amount of \$7,776.85 ("Underpayment"). LESSEE shall pay to LESSOR said Underpayment within thirty (30) days following receipt of invoice from LESSOR.

3. Except as modified by the provisions of this Amendment, said Lease is ratified and confirmed as originally written.

## ATTACHMENTS

- Exhibit A 2014 Fiscal Year Operating Budget  
Exhibit B 2013 Fiscal Year Actual Operating Costs

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

LESSOR:  
STATE OF MINNESOTA  
DEPARTMENT OF ADMINISTRATION  
COMMISSIONER  
acting for the benefit of the  
DEPARTMENT OF TRANSPORTATION

By Susan T. Estes  
Real Estate and Construction Services  
Date APR - 2 2014

LESSEE:  
STATE OF MINNESOTA  
DEPARTMENT OF ADMINISTRATION  
COMMISSIONER  
acting for the benefit of the  
DEPARTMENT OF PUBLIC SAFETY

By Susan T. Estes  
Real Estate and Construction Services  
Date APR - 2 2014

APPROVED:  
STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION

By Scott R. Z...  
Title District Engineer  
Date 3/28/14

APPROVED:  
STATE OF MINNESOTA  
DEPARTMENT OF PUBLIC SAFETY

By Lan Th...  
Title CPD  
Date 3/24/14

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

By [Signature]  
Date 24 MARCH 2014  
Contract No. 28744  
Post # 3000001093



# PLYMOUTH DRIVERS EXAM STATION - 2014 FISCAL YEAR OPERATING BUDGET

|                                  | July            | August         | Sept           | Oct            | Nov            | Dec            | Jan            | Feb             | March          | April          | May            | June           | 12 Month<br>Total | Per<br>Sq. Ft. |
|----------------------------------|-----------------|----------------|----------------|----------------|----------------|----------------|----------------|-----------------|----------------|----------------|----------------|----------------|-------------------|----------------|
| INCOME                           |                 |                |                |                |                |                |                |                 |                |                |                |                |                   |                |
| Rent                             | 0               | 0              | 0              | 0              | 0              | 0              | 0              | 0               | 0              | 0              | 0              | 0              | 0                 | 0.00           |
| Operating Expense Reimbursement  | 0               | 0              | 0              | 0              | 0              | 0              | 0              | 0               | 0              | 0              | 0              | 0              | 0                 | 0.00           |
| <b>TOTAL INCOME</b>              | <b>0</b>        | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>        | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>          | <b>0.00</b>    |
| OPERATING EXPENSES               |                 |                |                |                |                |                |                |                 |                |                |                |                |                   |                |
| Cleaning                         | 0               | 0              | 250            | 0              | 350            | 250            | 0              | 0               | 250            | 0              | 350            | 250            | 1,700             | 0.28           |
| R/M - Payroll                    | 650             | 650            | 650            | 650            | 650            | 650            | 650            | 650             | 650            | 650            | 650            | 650            | 7,800             | 1.27           |
| Electrical                       | 50              | 0              | 200            | 50             | 0              | 200            | 50             | 0               | 200            | 50             | 0              | 200            | 1,000             | 0.16           |
| Fire & Life Safety               | 0               | 0              | 0              | 0              | 0              | 250            | 0              | 0               | 0              | 0              | 0              | 0              | 250               | 0.04           |
| HVAC                             | 75              | 1,075          | 75             | 75             | 1,075          | 75             | 75             | 1,075           | 75             | 75             | 1,075          | 75             | 4,900             | 0.80           |
| Plumbing                         | 50              | 0              | 250            | 50             | 0              | 250            | 50             | 0               | 250            | 50             | 0              | 250            | 1,200             | 0.20           |
| Other Building Maintenance       | 275             | 275            | 275            | 275            | 775            | 275            | 275            | 275             | 275            | 275            | 775            | 275            | 4,300             | 0.70           |
| General Building Maintenance     | 0               | 0              | 0              | 0              | 0              | 0              | 0              | 0               | 0              | 0              | 0              | 0              | 0                 | 0.00           |
| Utilities                        | 0               | 0              | 0              | 0              | 0              | 0              | 0              | 0               | 0              | 0              | 0              | 0              | 0                 | 0.00           |
| Landscaping & Grounds            | 900             | 50             | 900            | 50             | 0              | 0              | 0              | 0               | 0              | 50             | 900            | 50             | 2,900             | 0.47           |
| Parking Lot & Garages            | 0               | 0              | 3,000          | 0              | 2,500          | 4,500          | 5,500          | 6,500           | 6,000          | 3,000          | 3,000          | 0              | 34,000            | 5.55           |
| Administrative                   | 2,000           | 2,000          | 2,000          | 2,000          | 2,000          | 2,000          | 2,000          | 2,000           | 2,000          | 2,000          | 2,000          | 2,000          | 24,000            | 3.92           |
| Insurance                        | 0               | 0              | 0              | 0              | 0              | 0              | 0              | 0               | 0              | 0              | 0              | 0              | 0                 | 0.00           |
| Real Estate Taxes                | 0               | 0              | 0              | 0              | 0              | 0              | 0              | 0               | 0              | 0              | 0              | 0              | 0                 | 0.00           |
| <b>TOTAL RECOVERABLE EXPENSE</b> | <b>4,000</b>    | <b>4,050</b>   | <b>7,600</b>   | <b>3,150</b>   | <b>7,350</b>   | <b>8,450</b>   | <b>8,600</b>   | <b>10,500</b>   | <b>9,700</b>   | <b>6,150</b>   | <b>8,750</b>   | <b>3,750</b>   | <b>82,050</b>     | <b>13.38</b>   |
| <b>NON-RECOVERABLE EXPENSES</b>  | <b>0</b>        | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>        | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>          | <b>0.00</b>    |
| <b>TOTAL OPERATING EXPENSES</b>  | <b>4,000</b>    | <b>4,050</b>   | <b>7,600</b>   | <b>3,150</b>   | <b>7,350</b>   | <b>8,450</b>   | <b>8,600</b>   | <b>10,500</b>   | <b>9,700</b>   | <b>6,150</b>   | <b>8,750</b>   | <b>3,750</b>   | <b>82,050</b>     | <b>13.38</b>   |
| OPERATING INCOME                 | (4,000)         | (4,050)        | (7,600)        | (3,150)        | (7,350)        | (8,450)        | (8,600)        | (10,500)        | (9,700)        | (6,150)        | (8,750)        | (3,750)        | <u>(82,050)</u>   | (13.38)        |
| Emergency & Special Projects     | 27,000          | 0              | 0              | 0              | 0              | 0              | 0              | 0               | 0              | 0              | 0              | 0              | 27,000            | 4.40           |
| <b>TOTAL EXPENSES</b>            | <b>31,000</b>   | <b>4,050</b>   | <b>7,600</b>   | <b>3,150</b>   | <b>7,350</b>   | <b>8,450</b>   | <b>8,600</b>   | <b>10,500</b>   | <b>9,700</b>   | <b>6,150</b>   | <b>8,750</b>   | <b>3,750</b>   | <b>109,050</b>    | <b>17.79</b>   |
| <b>CASH FLOW</b>                 | <b>(31,000)</b> | <b>(4,050)</b> | <b>(7,600)</b> | <b>(3,150)</b> | <b>(7,350)</b> | <b>(8,450)</b> | <b>(8,600)</b> | <b>(10,500)</b> | <b>(9,700)</b> | <b>(6,150)</b> | <b>(8,750)</b> | <b>(3,750)</b> | <b>(109,050)</b>  | <b>(17.79)</b> |

# PLYMOUTH DRIVERS EXAM STATION - 2014 FISCAL YEAR OPERATING BUDGET

|  | July       | August     | Sept       | Oct        | Nov        | Dec        | Jan        | Feb        | March      | April      | May        | June       | 12 Month<br>Total | Per<br>Sq. Ft. |
|--|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|-------------------|----------------|
| <b>INCOME</b>                              |            |            |            |            |            |            |            |            |            |            |            |            |                   |                |
| Rent                                       | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0                 | 0.00           |
| Escalation                                 | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0                 | 0.00           |
| <b>TOTAL INCOME</b>                        | <b>0</b>   | <b>0</b>   | <b>0</b>   | <b>0</b>   | <b>0</b>   | <b>0</b>   | <b>0</b>   | <b>0</b>   | <b>0</b>   | <b>0</b>   | <b>0</b>   | <b>0</b>   | <b>0</b>          | <b>0.00</b>    |
| <b>RECOVERABLE EXPENSES</b>                |            |            |            |            |            |            |            |            |            |            |            |            |                   |                |
| <b>CLEANING</b>                            |            |            |            |            |            |            |            |            |            |            |            |            |                   |                |
| 5280 Cleaning Contract                     | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0                 | 0.00           |
| 5295 Special Cleaning                      | 0          | 0          | 250        | 0          | 0          | 250        | 0          | 0          | 250        | 0          | 0          | 250        | 1,000             | 0.16           |
| 5300 Window Washing                        | 0          | 0          | 0          | 0          | 350        | 0          | 0          | 0          | 0          | 0          | 350        | 0          | 700               | 0.11           |
| <b>TOTAL CLEANING</b>                      | <b>0</b>   | <b>0</b>   | <b>250</b> | <b>0</b>   | <b>350</b> | <b>250</b> | <b>0</b>   | <b>0</b>   | <b>250</b> | <b>0</b>   | <b>350</b> | <b>250</b> | <b>1,700</b>      | <b>0.28</b>    |
| <b>R/M - PAYROLL</b>                       |            |            |            |            |            |            |            |            |            |            |            |            |                   |                |
| 5310 R & M Payroll                         | 650        | 650        | 650        | 650        | 650        | 650        | 650        | 650        | 650        | 650        | 650        | 650        | 7,800             | 1.27           |
| 5310-1 Payroll Taxes/Work Comp             | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0                 | 0.00           |
| 5310-2 Fringe Benefits                     | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0                 | 0.00           |
| <b>TOTAL R &amp; M PAYROLL</b>             | <b>650</b> | <b>650</b> | <b>650</b> | <b>650</b> | <b>650</b> | <b>650</b> | <b>650</b> | <b>650</b> | <b>650</b> | <b>650</b> | <b>650</b> | <b>650</b> | <b>7,800</b>      | <b>1.27</b>    |
| <b>ELECTRICAL</b>                          |            |            |            |            |            |            |            |            |            |            |            |            |                   |                |
| 5350 Electrical S & M                      | 50         | 0          | 0          | 50         | 0          | 0          | 50         | 0          | 0          | 50         | 0          | 0          | 200               | 0.03           |
| 5355 Electrical R & M                      | 0          | 0          | 200        | 0          | 0          | 200        | 0          | 0          | 200        | 0          | 0          | 200        | 800               | 0.13           |
| 5360 Electrical Miscellaneous              | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0                 | 0.00           |
| <b>TOTAL ELECTRICAL</b>                    | <b>50</b>  | <b>0</b>   | <b>200</b> | <b>50</b>  | <b>0</b>   | <b>200</b> | <b>50</b>  | <b>0</b>   | <b>200</b> | <b>50</b>  | <b>0</b>   | <b>200</b> | <b>1,000</b>      | <b>0.16</b>    |
| <b>FIRE &amp; LIFE SAFETY</b>              |            |            |            |            |            |            |            |            |            |            |            |            |                   |                |
| 5395 Fire & Life Safety Contract           | 0          | 0          | 0          | 0          | 0          | 250        | 0          | 0          | 0          | 0          | 0          | 0          | 250               | 0.04           |
| 5400 Fire & Life Safety Supplies/Materials | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0                 | 0.00           |
| 5405 Fire & Life Safety Repairs/Mtce.      | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0                 | 0.00           |
| 5410 Fire & Life Safety Misc.              | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0                 | 0.00           |
| <b>TOTAL FIRE &amp; LIFE SAFETY</b>        | <b>0</b>   | <b>0</b>   | <b>0</b>   | <b>0</b>   | <b>0</b>   | <b>250</b> | <b>0</b>   | <b>0</b>   | <b>0</b>   | <b>0</b>   | <b>0</b>   | <b>0</b>   | <b>250</b>        | <b>0.04</b>    |



# PLYMOUTH DRIVERS EXAM STATION - 2014 FISCAL YEAR OPERATING BUDGET

|   |                           | July       | August       | Sept       | Oct        | Nov          | Dec        | Jan        | Feb          | March      | April      | May          | June       | 12 Month<br>Total | Per<br>Sq. Ft. |
|---|---------------------------|------------|--------------|------------|------------|--------------|------------|------------|--------------|------------|------------|--------------|------------|-------------------|----------------|
| <b>HVAC</b>                             |                           |            |              |            |            |              |            |            |              |            |            |              |            |                   |                |
| 5420                                    | HVAC Contract             | 0          | 0            | 0          | 0          | 0            | 0          | 0          | 0            | 0          | 0          | 0            | 0          | 0                 | 0.00           |
| 5425                                    | HVAC S & M                | 75         | 75           | 75         | 75         | 75           | 75         | 75         | 75           | 75         | 75         | 75           | 75         | 900               | 0.15           |
| 5430                                    | HVAC R & M                | 0          | 1,000        | 0          | 0          | 1,000        | 0          | 0          | 1,000        | 0          | 0          | 1,000        | 0          | 4,000             | 0.65           |
| 5435                                    | HVAC Chemicals            | 0          | 0            | 0          | 0          | 0            | 0          | 0          | 0            | 0          | 0          | 0            | 0          | 0                 | 0.00           |
| 5440                                    | HVAC Miscellaneous        | 0          | 0            | 0          | 0          | 0            | 0          | 0          | 0            | 0          | 0          | 0            | 0          | 0                 | 0.00           |
| <b>TOTAL HVAC</b>                       |                           | <b>75</b>  | <b>1,075</b> | <b>75</b>  | <b>75</b>  | <b>1,075</b> | <b>75</b>  | <b>75</b>  | <b>1,075</b> | <b>75</b>  | <b>75</b>  | <b>1,075</b> | <b>75</b>  | <b>4,900</b>      | <b>0.80</b>    |
| <b>PLUMBING</b>                         |                           |            |              |            |            |              |            |            |              |            |            |              |            |                   |                |
| 5455                                    | Plumbing S & M            | 50         | 0            | 0          | 50         | 0            | 0          | 50         | 0            | 0          | 50         | 0            | 0          | 200               | 0.03           |
| 5460                                    | Plumbing R & M            | 0          | 0            | 250        | 0          | 0            | 250        | 0          | 0            | 250        | 0          | 0            | 250        | 1,000             | 0.16           |
| <b>TOTAL PLUMBING</b>                   |                           | <b>50</b>  | <b>0</b>     | <b>250</b> | <b>50</b>  | <b>0</b>     | <b>250</b> | <b>50</b>  | <b>0</b>     | <b>250</b> | <b>50</b>  | <b>0</b>     | <b>250</b> | <b>1,200</b>      | <b>0.20</b>    |
| <b>OTHER BUILDING MAINTENANCE</b>       |                           |            |              |            |            |              |            |            |              |            |            |              |            |                   |                |
| 5505                                    | Common Area Maintenance   | 50         | 50           | 50         | 50         | 50           | 50         | 50         | 50           | 50         | 50         | 50           | 50         | 600               | 0.10           |
| 5510                                    | Structural/Roof/Glass     | 0          | 0            | 0          | 0          | 500          | 0          | 0          | 0            | 0          | 0          | 500          | 0          | 1,000             | 0.16           |
| 5515                                    | Other Bldg S & M          | 175        | 175          | 175        | 175        | 175          | 175        | 175        | 175          | 175        | 175        | 175          | 175        | 2,100             | 0.34           |
| 5520                                    | Other Bldg R & M          | 50         | 50           | 50         | 50         | 50           | 50         | 50         | 50           | 50         | 50         | 50           | 50         | 600               | 0.10           |
| <b>TOTAL OTHER BUILDING MAINTENANCE</b> |                           | <b>275</b> | <b>275</b>   | <b>275</b> | <b>275</b> | <b>775</b>   | <b>275</b> | <b>275</b> | <b>275</b>   | <b>275</b> | <b>275</b> | <b>775</b>   | <b>275</b> | <b>4,300</b>      | <b>0.70</b>    |
| <b>GENERAL BLDG. MAINTENANCE</b>        |                           |            |              |            |            |              |            |            |              |            |            |              |            |                   |                |
| 5540                                    | Restroom Expense          | 0          | 0            | 0          | 0          | 0            | 0          | 0          | 0            | 0          | 0          | 0            | 0          | 0                 | 0.00           |
| 5545                                    | Trash Removal/Recycling   | 0          | 0            | 0          | 0          | 0            | 0          | 0          | 0            | 0          | 0          | 0            | 0          | 0                 | 0.00           |
| 5550                                    | Other Contracts           | 0          | 0            | 0          | 0          | 0            | 0          | 0          | 0            | 0          | 0          | 0            | 0          | 0                 | 0.00           |
| 5560                                    | Pagers/Cell Phones/E-mail | 0          | 0            | 0          | 0          | 0            | 0          | 0          | 0            | 0          | 0          | 0            | 0          | 0                 | 0.00           |
| 5585                                    | General Bldg Misc.        | 0          | 0            | 0          | 0          | 0            | 0          | 0          | 0            | 0          | 0          | 0            | 0          | 0                 | 0.00           |
| <b>TOTAL GENERAL BLDG. MAINTENANCE</b>  |                           | <b>0</b>   | <b>0</b>     | <b>0</b>   | <b>0</b>   | <b>0</b>     | <b>0</b>   | <b>0</b>   | <b>0</b>     | <b>0</b>   | <b>0</b>   | <b>0</b>     | <b>0</b>   | <b>0</b>          | <b>0.00</b>    |
| <b>UTILITIES</b>                        |                           |            |              |            |            |              |            |            |              |            |            |              |            |                   |                |
| 5595                                    | Electric                  | 0          | 0            | 0          | 0          | 0            | 0          | 0          | 0            | 0          | 0          | 0            | 0          | 0                 | 0.00           |
| 5620                                    | Gas                       | 0          | 0            | 0          | 0          | 0            | 0          | 0          | 0            | 0          | 0          | 0            | 0          | 0                 | 0.00           |
| 5625                                    | Water & Sewer             | 0          | 0            | 0          | 0          | 0            | 0          | 0          | 0            | 0          | 0          | 0            | 0          | 0                 | 0.00           |
| <b>TOTAL UTILITIES</b>                  |                           | <b>0</b>   | <b>0</b>     | <b>0</b>   | <b>0</b>   | <b>0</b>     | <b>0</b>   | <b>0</b>   | <b>0</b>     | <b>0</b>   | <b>0</b>   | <b>0</b>     | <b>0</b>   | <b>0</b>          | <b>0.00</b>    |
| <b>LANDSCAPING &amp; GROUNDS</b>        |                           |            |              |            |            |              |            |            |              |            |            |              |            |                   |                |
| 5655                                    | Landscaping Contract      | 400        | 0            | 400        | 0          | 0            | 0          | 0          | 0            | 0          | 0          | 400          | 0          | 1,200             | 0.20           |
| 5660                                    | Landscaping S & M         | 0          | 50           | 0          | 50         | 0            | 0          | 0          | 0            | 0          | 50         | 0            | 50         | 200               | 0.03           |
| 5665                                    | Landscaping R & M         | 500        | 0            | 500        | 0          | 0            | 0          | 0          | 0            | 0          | 0          | 500          | 0          | 1,500             | 0.24           |
| <b>TOTAL LANDSCAPING &amp; GROUNDS</b>  |                           | <b>900</b> | <b>50</b>    | <b>900</b> | <b>50</b>  | <b>0</b>     | <b>0</b>   | <b>0</b>   | <b>0</b>     | <b>0</b>   | <b>50</b>  | <b>900</b>   | <b>50</b>  | <b>2,900</b>      | <b>0.47</b>    |

# PLYMOUTH DRIVERS EXAM STATION - 2014 FISCAL YEAR OPERATING BUDGET

|   |   | July            | August         | Sept           | Oct            | Nov            | Dec            | Jan            | Feb             | March          | April          | May            | June           | 12 Month<br>Total | Per<br>Sq. Ft. |
|---|---|-----------------|----------------|----------------|----------------|----------------|----------------|----------------|-----------------|----------------|----------------|----------------|----------------|-------------------|----------------|
| <b>PARKING LOT/GARAGES</b>                    |   |                 |                |                |                |                |                |                |                 |                |                |                |                |                   |                |
| 5680  | Snow Removal                            | 0               | 0              | 0              | 0              | 2,500          | 4,500          | 5,500          | 6,500           | 6,000          | 3,000          | 0              | 0              | 28,000            | 4.57           |
| 5690  | Parking Lot Supplies & Materials        | 0               | 0              | 0              | 0              | 0              | 0              | 0              | 0               | 0              | 0              | 0              | 0              | 0                 | 0.00           |
| 5700  | Parking Lot R & M                       | 0               | 0              | 3,000          | 0              | 0              | 0              | 0              | 0               | 0              | 0              | 3,000          | 0              | 6,000             | 0.98           |
| 5705  | Parking Lot Miscellaneous               | 0               | 0              | 0              | 0              | 0              | 0              | 0              | 0               | 0              | 0              | 0              | 0              | 0                 | 0.00           |
| <b>TOTAL PARKING LOT &amp; GARAGES</b>        |   | <b>0</b>        | <b>0</b>       | <b>3,000</b>   | <b>0</b>       | <b>2,500</b>   | <b>4,500</b>   | <b>5,500</b>   | <b>6,500</b>    | <b>6,000</b>   | <b>3,000</b>   | <b>3,000</b>   | <b>0</b>       | <b>34,000</b>     | <b>5.55</b>    |
| <b>ADMINISTRATIVE</b>                         |   |                 |                |                |                |                |                |                |                 |                |                |                |                |                   |                |
| 5720  | Management Fees                         | 2,000           | 2,000          | 2,000          | 2,000          | 2,000          | 2,000          | 2,000          | 2,000           | 2,000          | 2,000          | 2,000          | 2,000          | 24,000            | 3.92           |
| 5725  | Management Fee Retainage (hold)         |                 |                |                |                |                |                |                |                 |                |                |                |                | 0                 | 0.00           |
| 5720  | Management Fee Retainage (payment)      |                 |                |                |                |                |                |                |                 |                |                |                |                | 0                 | 0.00           |
| <b>TOTAL ADMINISTRATIVE</b>                   |   | <b>2,000</b>    | <b>2,000</b>   | <b>2,000</b>   | <b>2,000</b>   | <b>2,000</b>   | <b>2,000</b>   | <b>2,000</b>   | <b>2,000</b>    | <b>2,000</b>   | <b>2,000</b>   | <b>2,000</b>   | <b>2,000</b>   | <b>24,000</b>     | <b>3.92</b>    |
| <b>TAXES AND INSURANCE</b>                    |   |                 |                |                |                |                |                |                |                 |                |                |                |                |                   |                |
| 5765  | Real Estate Taxes                       |                 |                |                |                |                |                |                |                 |                |                |                |                | 0                 | 0.00           |
| 5770  | Insurance                               |                 |                |                |                |                |                |                |                 |                |                |                |                | 0                 | 0.00           |
| <b>TOTAL TAXES AND INSURANCE</b>              |   | <b>0</b>        | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>        | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>          | <b>0.00</b>    |
| <b>TOTAL RECOVERABLE EXPENSES</b>             |   | <b>4,000</b>    | <b>4,050</b>   | <b>7,600</b>   | <b>3,150</b>   | <b>7,350</b>   | <b>8,450</b>   | <b>8,600</b>   | <b>10,500</b>   | <b>9,700</b>   | <b>6,150</b>   | <b>8,750</b>   | <b>3,750</b>   | <b>82,050</b>     | <b>13.38</b>   |
| <b>NON-RECOVERABLE EXPENSES</b>               |   |                 |                |                |                |                |                |                |                 |                |                |                |                |                   |                |
|   | Improvements/expenses specific to MnDot |                 |                |                |                |                |                |                |                 |                |                |                |                | 0                 | 0.00           |
| <b>TOTAL NON-RECOVERABLE EXPENSES</b>         |   | <b>0</b>        | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>        | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>          | <b>0.00</b>    |
| <b>TOTAL OPERATING EXPENSES</b>               |   | <b>4,000</b>    | <b>4,050</b>   | <b>7,600</b>   | <b>3,150</b>   | <b>7,350</b>   | <b>8,450</b>   | <b>8,600</b>   | <b>10,500</b>   | <b>9,700</b>   | <b>6,150</b>   | <b>8,750</b>   | <b>3,750</b>   | <b>82,050</b>     | <b>13.38</b>   |
| <b>EMERGENCY &amp; SPECIAL PROJECTS</b>       |   |                 |                |                |                |                |                |                |                 |                |                |                |                |                   |                |
| 6205  | General Building                        | 27,000          | 0              | 0              | 0              | 0              | 0              | 0              | 0               | 0              | 0              | 0              | 0              | 27,000            | 4.40           |
| 6220  | Parking Lot / Garages                   |                 |                |                |                |                |                |                |                 |                |                |                |                | 0                 | 0.00           |
| <b>TOTAL EMERGENCY &amp; SPECIAL PROJECTS</b> |   | <b>27,000</b>   | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>        | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>27,000</b>     | <b>4.40</b>    |
| <b>TOTAL EXPENSES</b>                         |   | <b>31,000</b>   | <b>4,050</b>   | <b>7,600</b>   | <b>3,150</b>   | <b>7,350</b>   | <b>8,450</b>   | <b>8,600</b>   | <b>10,500</b>   | <b>9,700</b>   | <b>6,150</b>   | <b>8,750</b>   | <b>3,750</b>   | <b>109,050</b>    | <b>17.79</b>   |
| <b>CASH FLOW</b>                              |   | <b>(31,000)</b> | <b>(4,050)</b> | <b>(7,600)</b> | <b>(3,150)</b> | <b>(7,350)</b> | <b>(8,450)</b> | <b>(8,600)</b> | <b>(10,500)</b> | <b>(9,700)</b> | <b>(6,150)</b> | <b>(8,750)</b> | <b>(3,750)</b> | <b>(109,050)</b>  | <b>(17.79)</b> |

**Income Statement**

Period = Jun 2013

Book = Cash ; Tree = ysi\_is\_mnspe

|           |                                 | Period to Date | %    | Year to Date | %    |
|-----------|---------------------------------|----------------|------|--------------|------|
| 5109-0000 | COMMON AREA MAINT. EXT.         |                |      |              |      |
| 5145-0000 | Roof Repairs                    | 0.00           | 0.00 | 700.00       | 0.00 |
| 5150-0000 | Sweeping/Cleanup                | 825.00         | 0.00 | 825.00       | 0.00 |
| 5190-0000 | Miscellaneous                   | 0.00           | 0.00 | 124.00       | 0.00 |
| 5195-0000 | TOTAL COMMON AREA MAINT. EXT.   | 825.00         | 0.00 | 1,649.00     | 0.00 |
| 5272-0000 | CLEANING                        |                |      |              |      |
| 5300-0000 | Window Washing                  | 0.00           | 0.00 | 321.83       | 0.00 |
| 5307-9999 | TOTAL CLEANING                  | 0.00           | 0.00 | 321.83       | 0.00 |
| 5310-0000 | R&M Payroll                     | 465.00         | 0.00 | 4,464.00     | 0.00 |
| 5315-9999 | TOTAL R & M (PAYROLL)           | 465.00         | 0.00 | 4,464.00     | 0.00 |
| 5340-0000 | ELECTRICAL                      |                |      |              |      |
| 5350-0000 | Electrical Supplies & Materials | 0.00           | 0.00 | 25.93        | 0.00 |
| 5363-9999 | TOTAL ELECTRICAL                | 0.00           | 0.00 | 25.93        | 0.00 |
| 5415-0000 | HVAC                            |                |      |              |      |
| 5425-0000 | HVAC Supplies & Materials       | 0.00           | 0.00 | 44.28        | 0.00 |
| 5430-0000 | HVAC Repairs & Maintenance      | 344.00         | 0.00 | 5,466.95     | 0.00 |
| 5443-9999 | TOTAL HVAC                      | 344.00         | 0.00 | 5,511.23     | 0.00 |
| 5445-0000 | PLUMBING                        |                |      |              |      |
| 5455-0000 | Plumbing Supplies & Materials   | 0.00           | 0.00 | 3.47         | 0.00 |
| 5460-0000 | Plumbing Repairs & Maintenance  | 2,628.37       | 0.00 | 2,628.37     | 0.00 |
| 5468-9999 | TOTAL PLUMBING                  | 2,628.37       | 0.00 | 2,631.84     | 0.00 |
| 5505-0000 | Common Area Maintenance         | 573.35         | 0.00 | 4,563.35     | 0.00 |
| 5515-0000 | Supplies & Materials            | 0.00           | 0.00 | -8.52        | 0.00 |
| 5533-9999 | TOTAL OTHER BLDG. MAINTENANCE   | 573.35         | 0.00 | 4,554.83     | 0.00 |
| 5650-0000 | LANDSCAPING & GROUNDS           |                |      |              |      |
| 5655-0000 | Landscaping/Grounds Contract    | 0.00           | 0.00 | 328.26       | 0.00 |
| 5665-0000 | Repairs & Maintenance           | 0.00           | 0.00 | 150.00       | 0.00 |
| 5673-9999 | TOTAL LANDSCAPING & GROUNDS     | 0.00           | 0.00 | 478.26       | 0.00 |
| 5675-0000 | PARKING LOT & GARAGES           |                |      |              |      |
| 5680-0000 | Snow Removal                    | 8,212.71       | 0.00 | 38,545.06    | 0.00 |
| 5700-0000 | Repairs & Maintenance           | 0.00           | 0.00 | 1,633.00     | 0.00 |
| 5708-9999 | TOTAL PARKING LOT & GARAGES     | 8,212.71       | 0.00 | 40,178.06    | 0.00 |
| 5710-0000 | ADMINISTRATIVE                  |                |      |              |      |
| 5720-0000 | Management Fee                  | 6,000.00       | 0.00 | 24,000.00    | 0.00 |
| 5745-0000 | General Office Expense          | 0.00           | 0.00 | 5.88         | 0.00 |
| 5752-0000 | Bank Charges                    | 27.74          | 0.00 | 297.60       | 0.00 |
| 5758-9999 | TOTAL ADMINISTRATIVE            | 6,027.74       | 0.00 | 24,303.48    | 0.00 |
| 5800-0000 | TOTAL ESCALATABLE EXPENSES      | 19,076.17      | 0.00 | 84,118.46    | 0.00 |
| 6045-9999 | TOTAL OPERATING EXPENSES        | 19,076.17      | 0.00 | 84,118.46    | 0.00 |

Plymouth Drivers Exam Station (08717)

## Income Statement

Period = Jun 2013

Book = Cash ; Tree = ysi\_is\_mnspe

|           |                            | Period to Date | %    | Year to Date | %    |
|-----------|----------------------------|----------------|------|--------------|------|
| 6048-9999 | OPERATING INCOME           | -19,076.17     | 0.00 | -84,118.46   | 0.00 |
| 6160-0000 | CAPITAL IMPROVEMENTS       |                |      |              |      |
| 6205-0000 | General Building           | 1,500.00       | 0.00 | 50,023.00    | 0.00 |
| 6230-9999 | TOTAL CAPITAL IMPROVEMENTS | 1,500.00       | 0.00 | 50,023.00    | 0.00 |
| 7000-0000 | NET INCOME                 | -20,576.17     | 0.00 | -134,141.46  | 0.00 |

**STATE OF MINNESOTA**  
**AMENDMENT OF LEASE**

Amendment No. 4 to

Lease No. 11800-A

THIS AMENDMENT No. 4 to Lease No. 11800-A by and between the State of Minnesota, Department of Administration, hereinafter referred to as LESSOR, acting for the benefit of the Department of Transportation, and the State of Minnesota, Department of Administration, hereinafter referred to as LESSEE, acting for the benefit of the Department of Public Safety; Driver and Vehicle Services.

WHEREAS, LESSOR and LESSEE entered into Lease No. 11800-A, dated August 15, 2011, involving the lease of approximately 17.9 acres with a street address of 2455 Fernbrook Lane, Plymouth, MN; comprised of the following:

| <u>Improvement Type</u>                   | <u>Square Footage</u> |
|---|-----------------------|
| Main Driver Vehicle Facility ("Facility") | 6,130                 |
| Shed                                      | 179                   |
| Roads                                     | 232,681               |
| Parking Lots                              | 51,003                |

WHEREAS, LESSOR and LESSEE parties deem certain amendments and additional terms and conditions mutually beneficial for the effective continuation of said Lease;

NOW THEREFORE, LESSOR and LESSEE agree to substitution and/or addition of the following terms and conditions, which shall become a part of Lease No. 11800-A, effective as of the date set forth hereinafter.

1. **RENEWAL TERM** This Lease shall be renewed for a period of one (1) year, commencing July 1, 2015 and continuing through June 30, 2016 ("Renewal Term"), at the same terms and conditions as set forth in the Lease except as otherwise provided herein.
2. **ESTIMATED RENT FOR FISCAL YEAR 2015**
  - 2.1 In accordance with Clause 4.2 of the Lease, based on the 2015 Fiscal Year Operating Budget attached as Exhibit A, effective July 1, 2014, LESSEE agrees to pay to LESSOR in accordance with the rent schedule set forth below:

| <u>LEASE PERIOD</u> | <u>SPACE TYPE</u> | <u>SQUARE<br/>FEET</u> | <u>RATE PER<br/>SQ. FT.<br/>(rounded)</u> | <u>MONTHLY<br/>PAYMENT</u> | <u>RENT FOR<br/>LEASE PERIOD</u> |
|---------------------|-------------------|------------------------|---|----------------------------|----------------------------------|
| 7/1/14 - 6/30/16    | Office            | 6,130                  | \$5.88                                    | \$ 3,003.70                | \$ 72,088.80                     |
|                     | Grounds           | 283,684                | \$0.13                                    | \$ 3,073.24                | \$ 73,757.76                     |
|                     | Mgmt Fee          |                        |   | \$ 2,000.00                | \$ 48,000.00                     |
|                     |                   |                        |   | <b>\$ 8,076.94</b>         | <b>\$ 193,846.56</b>             |

2.2 LESSOR and LESSEE hereby agree that the rent for the period July 1, 2015 and continuing through June 30, 2016 is subject to adjustment in accordance with Clause 4 of the Lease.

### 3. RENT ADJUSTMENT STATEMENT

3.1 Actual Rent Payments LESSOR and LESSEE hereby agree that for the period July 1, 2013 and continuing through June 30, 2014, LESSEE paid to LESSOR the sum of \$89,826.85.

3.2 Actual Operating Expenses LESSOR and LESSEE hereby agree that the actual operating expenses for FY14 is \$88,138.50 as set forth on Exhibit B attached hereto and incorporated herein.

3.3 Rent Credit LESSOR and LESSEE hereby agree that LESSEE is due a credit for FY14 in the amount of \$1,688.35. Said Rent Credit shall be applied to the FY15 rent payments upon execution of this Amendment.

4. Except as modified by the provisions of this Amendment, said Lease is ratified and confirmed as originally written.

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### ATTACHMENTS

Exhibit A 2015 Fiscal Year Operating Budget  
Exhibit B 2014 Fiscal Year Actual Operating Costs

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

LESSOR:  
STATE OF MINNESOTA  
DEPARTMENT OF ADMINISTRATION  
COMMISSIONER  
acting for the benefit of the  
DEPARTMENT OF TRANSPORTATION

By Susan T. Estes  
Real Estate and Construction Services

Date 9/12/14

LESSEE:  
STATE OF MINNESOTA  
DEPARTMENT OF ADMINISTRATION  
COMMISSIONER  
acting for the benefit of the  
DEPARTMENT OF PUBLIC SAFETY

By Susan T. Estes  
Real Estate and Construction Services

Date 9/12/14

APPROVED:  
STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION

By [Signature]  
Title Director Operations & Maintenance  
Metro District

Date 9/12/14

APPROVED:  
STATE OF MINNESOTA  
DEPARTMENT OF PUBLIC SAFETY

By [Signature]  
Title CFO

Date 9/12/14

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

By [Signature]

Date 12 SEPT 2014

Contract No. 28741

Pat 3000001093

# PLYMOUTH DRIVERS EXAM STATION - 2015 FISCAL YEAR OPERATING BUDGET

|                                  | July            | August         | Sept           | Oct            | Nov            | Dec            | Jan            | Feb             | March          | April          | May             | June           | 12 Month<br>Total | Per<br>Sq. Ft. |
|----------------------------------|-----------------|----------------|----------------|----------------|----------------|----------------|----------------|-----------------|----------------|----------------|-----------------|----------------|-------------------|----------------|
| <b>INCOME</b>                    |                 |                |                |                |                |                |                |                 |                |                |                 |                |                   |                |
| Rent                             | 0               | 0              | 0              | 0              | 0              | 0              | 0              | 0               | 0              | 0              | 0               | 0              | 0                 | 0.00           |
| Operating Expense Reimbursement  | 0               | 0              | 0              | 0              | 0              | 0              | 0              | 0               | 0              | 0              | 0               | 0              | 0                 | 0.00           |
| <b>TOTAL INCOME</b>              | 0               | 0              | 0              | 0              | 0              | 0              | 0              | 0               | 0              | 0              | 0               | 0              | 0                 | 0.00           |
| <b>OPERATING EXPENSES</b>        |                 |                |                |                |                |                |                |                 |                |                |                 |                |                   |                |
| Cleaning                         | 0               | 0              | 250            | 0              | 350            | 250            | 0              | 0               | 250            | 0              | 350             | 250            | 1,700             | 0.28           |
| R/M - Payroll                    | 400             | 400            | 400            | 400            | 400            | 400            | 400            | 400             | 400            | 400            | 400             | 400            | 4,800             | 0.78           |
| Electrical                       | 50              | 0              | 200            | 50             | 0              | 200            | 50             | 0               | 200            | 50             | 0               | 200            | 1,000             | 0.16           |
| Fire & Life Safety               | 0               | 0              | 0              | 0              | 0              | 250            | 0              | 0               | 0              | 0              | 0               | 0              | 250               | 0.04           |
| HVAC                             | 75              | 1,075          | 75             | 75             | 1,075          | 75             | 75             | 1,075           | 75             | 75             | 1,075           | 75             | 4,900             | 0.80           |
| Plumbing                         | 50              | 0              | 250            | 50             | 0              | 250            | 50             | 0               | 250            | 50             | 2,500           | 250            | 3,700             | 0.60           |
| Other Building Maintenance       | 275             | 275            | 275            | 275            | 775            | 275            | 275            | 275             | 275            | 275            | 775             | 275            | 4,300             | 0.70           |
| General Building Maintenance     | 0               | 0              | 0              | 0              | 0              | 0              | 0              | 0               | 0              | 0              | 0               | 0              | 0                 | 0.00           |
| Utilities                        | 0               | 0              | 0              | 0              | 0              | 0              | 0              | 0               | 0              | 0              | 0               | 0              | 0                 | 0.00           |
| Landscaping & Grounds            | 200             | 550            | 200            | 50             | 0              | 0              | 0              | 0               | 0              | 50             | 700             | 50             | 1,800             | 0.29           |
| Parking Lot & Garages            | 0               | 0              | 3,000          | 0              | 2,500          | 4,500          | 5,500          | 6,500           | 6,000          | 3,000          | 3,000           | 0              | 34,000            | 5.55           |
| Administrative                   | 2,000           | 2,000          | 2,000          | 2,000          | 2,000          | 2,000          | 2,000          | 2,000           | 2,000          | 2,000          | 2,000           | 2,000          | 24,000            | 3.92           |
| Insurance                        | 0               | 0              | 0              | 0              | 0              | 0              | 0              | 0               | 0              | 0              | 0               | 0              | 0                 | 0.00           |
| Real Estate Taxes                | 0               | 0              | 0              | 0              | 0              | 0              | 0              | 0               | 0              | 0              | 0               | 0              | 0                 | 0.00           |
| <b>TOTAL RECOVERABLE EXPENSE</b> | 3,050           | 4,300          | 6,650          | 2,900          | 7,100          | 8,200          | 8,350          | 10,250          | 9,450          | 5,900          | 10,800          | 3,500          | 80,450            | 13.12          |
| <b>NON-RECOVERABLE EXPENSES</b>  | 0               | 0              | 0              | 0              | 0              | 0              | 0              | 0               | 0              | 0              | 0               | 0              | 0                 | 0.00           |
| <b>TOTAL OPERATING EXPENSES</b>  | <b>3,050</b>    | <b>4,300</b>   | <b>6,650</b>   | <b>2,900</b>   | <b>7,100</b>   | <b>8,200</b>   | <b>8,350</b>   | <b>10,250</b>   | <b>9,450</b>   | <b>5,900</b>   | <b>10,800</b>   | <b>3,500</b>   | <b>80,450</b>     | <b>13.12</b>   |
| <b>OPERATING INCOME</b>          | <b>(3,050)</b>  | <b>(4,300)</b> | <b>(6,650)</b> | <b>(2,900)</b> | <b>(7,100)</b> | <b>(8,200)</b> | <b>(8,350)</b> | <b>(10,250)</b> | <b>(9,450)</b> | <b>(5,900)</b> | <b>(10,800)</b> | <b>(3,500)</b> | <b>(80,450)</b>   | <b>(13.12)</b> |
| Emergency & Special Projects     | 16,500          | 0              | 0              | 0              | 0              | 0              | 0              | 0               | 0              | 0              | 0               | 0              | 16,500            | 2.69           |
| <b>TOTAL EXPENSES</b>            | <b>19,550</b>   | <b>4,300</b>   | <b>6,650</b>   | <b>2,900</b>   | <b>7,100</b>   | <b>8,200</b>   | <b>8,350</b>   | <b>10,250</b>   | <b>9,450</b>   | <b>5,900</b>   | <b>10,800</b>   | <b>3,500</b>   | <b>96,950</b>     | <b>15.82</b>   |
| <b>CASH FLOW</b>                 | <b>(19,550)</b> | <b>(4,300)</b> | <b>(6,650)</b> | <b>(2,900)</b> | <b>(7,100)</b> | <b>(8,200)</b> | <b>(8,350)</b> | <b>(10,250)</b> | <b>(9,450)</b> | <b>(5,900)</b> | <b>(10,800)</b> | <b>(3,500)</b> | <b>(96,950)</b>   | <b>(15.82)</b> |



# PLYMOUTH DRIVERS EXAM STATION - 2015 FISCAL YEAR OPERATING BUDGET

|  | July       | August     | Sept       | Oct        | Nov        | Dec        | Jan        | Feb        | March      | April      | May        | June       | 12 Month<br>Total | Per<br>Sq. Ft. |
|--|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|-------------------|----------------|
| <b>INCOME</b>                              |            |            |            |            |            |            |            |            |            |            |            |            |                   |                |
| Rent                                       | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0                 | 0.00           |
| Escalation                                 | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0                 | 0.00           |
| <b>TOTAL INCOME</b>                        | <b>0</b>   | <b>0</b>   | <b>0</b>   | <b>0</b>   | <b>0</b>   | <b>0</b>   | <b>0</b>   | <b>0</b>   | <b>0</b>   | <b>0</b>   | <b>0</b>   | <b>0</b>   | <b>0</b>          | <b>0.00</b>    |
| <b>RECOVERABLE EXPENSES</b>                |            |            |            |            |            |            |            |            |            |            |            |            |                   |                |
| <b>CLEANING</b>                            |            |            |            |            |            |            |            |            |            |            |            |            |                   |                |
| 5280 Cleaning Contract                     | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0                 | 0.00           |
| 5295 Special Cleaning                      | 0          | 0          | 250        | 0          | 0          | 250        | 0          | 0          | 250        | 0          | 0          | 250        | 1,000             | 0.16           |
| 5300 Window Washing                        | 0          | 0          | 0          | 0          | 350        | 0          | 0          | 0          | 0          | 0          | 350        | 0          | 700               | 0.11           |
| <b>TOTAL CLEANING</b>                      | <b>0</b>   | <b>0</b>   | <b>250</b> | <b>0</b>   | <b>350</b> | <b>250</b> | <b>0</b>   | <b>0</b>   | <b>250</b> | <b>0</b>   | <b>350</b> | <b>250</b> | <b>1,700</b>      | <b>0.28</b>    |
| <b>R/M - PAYROLL</b>                       |            |            |            |            |            |            |            |            |            |            |            |            |                   |                |
| 5310 R & M Payroll                         | 400        | 400        | 400        | 400        | 400        | 400        | 400        | 400        | 400        | 400        | 400        | 400        | 4,800             | 0.78           |
| 5310-1 Payroll Taxes/Work Comp             | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0                 | 0.00           |
| 5310-2 Fringe Benefits                     | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0                 | 0.00           |
| <b>TOTAL R &amp; M PAYROLL</b>             | <b>400</b> | <b>400</b> | <b>400</b> | <b>400</b> | <b>400</b> | <b>400</b> | <b>400</b> | <b>400</b> | <b>400</b> | <b>400</b> | <b>400</b> | <b>400</b> | <b>4,800</b>      | <b>0.78</b>    |
| <b>ELECTRICAL</b>                          |            |            |            |            |            |            |            |            |            |            |            |            |                   |                |
| 5350 Electrical S & M                      | 50         | 0          | 0          | 50         | 0          | 0          | 50         | 0          | 0          | 50         | 0          | 0          | 200               | 0.03           |
| 5355 Electrical R & M                      | 0          | 0          | 200        | 0          | 0          | 200        | 0          | 0          | 200        | 0          | 0          | 200        | 800               | 0.13           |
| 5360 Electrical Miscellaneous              | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0                 | 0.00           |
| <b>TOTAL ELECTRICAL</b>                    | <b>50</b>  | <b>0</b>   | <b>200</b> | <b>50</b>  | <b>0</b>   | <b>200</b> | <b>50</b>  | <b>0</b>   | <b>200</b> | <b>50</b>  | <b>0</b>   | <b>200</b> | <b>1,000</b>      | <b>0.16</b>    |
| <b>FIRE &amp; LIFE SAFETY</b>              |            |            |            |            |            |            |            |            |            |            |            |            |                   |                |
| 5395 Fire & Life Safety Contract           | 0          | 0          | 0          | 0          | 0          | 250        | 0          | 0          | 0          | 0          | 0          | 0          | 250               | 0.04           |
| 5400 Fire & Life Safety Supplies/Materials | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0                 | 0.00           |
| 5405 Fire & Life Safety Repairs/Mtce.      | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0                 | 0.00           |
| 5410 Fire & Life Safety Misc.              | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0                 | 0.00           |
| <b>TOTAL FIRE &amp; LIFE SAFETY</b>        | <b>0</b>   | <b>0</b>   | <b>0</b>   | <b>0</b>   | <b>0</b>   | <b>250</b> | <b>0</b>   | <b>0</b>   | <b>0</b>   | <b>0</b>   | <b>0</b>   | <b>0</b>   | <b>250</b>        | <b>0.04</b>    |

# PLYMOUTH DRIVERS EXAM STATION - 2015 FISCAL YEAR OPERATING BUDGET

|   |                           | July       | August       | Sept       | Oct        | Nov          | Dec        | Jan        | Feb          | March      | April      | May          | June       | 12 Month<br>Total | Per<br>Sq. Ft. |
|---|---------------------------|------------|--------------|------------|------------|--------------|------------|------------|--------------|------------|------------|--------------|------------|-------------------|----------------|
| <b>HVAC</b>                             |                           |            |              |            |            |              |            |            |              |            |            |              |            |                   |                |
| 5420                                    | HVAC Contract             | 0          | 0            | 0          | 0          | 0            | 0          | 0          | 0            | 0          | 0          | 0            | 0          | 0                 | 0.00           |
| 5425                                    | HVAC S & M                | 75         | 75           | 75         | 75         | 75           | 75         | 75         | 75           | 75         | 75         | 75           | 75         | 900               | 0.15           |
| 5430                                    | HVAC R & M                | 0          | 1,000        | 0          | 0          | 1,000        | 0          | 0          | 1,000        | 0          | 0          | 1,000        | 0          | 4,000             | 0.65           |
| 5435                                    | HVAC Chemicals            | 0          | 0            | 0          | 0          | 0            | 0          | 0          | 0            | 0          | 0          | 0            | 0          | 0                 | 0.00           |
| 5440                                    | HVAC Miscellaneous        | 0          | 0            | 0          | 0          | 0            | 0          | 0          | 0            | 0          | 0          | 0            | 0          | 0                 | 0.00           |
| <b>TOTAL HVAC</b>                       |                           | <b>75</b>  | <b>1,075</b> | <b>75</b>  | <b>75</b>  | <b>1,075</b> | <b>75</b>  | <b>75</b>  | <b>1,075</b> | <b>75</b>  | <b>75</b>  | <b>1,075</b> | <b>75</b>  | <b>4,900</b>      | <b>0.80</b>    |
| <b>PLUMBING</b>                         |                           |            |              |            |            |              |            |            |              |            |            |              |            |                   |                |
| 5455                                    | Plumbing S & M            | 50         | 0            | 0          | 50         | 0            | 0          | 50         | 0            | 0          | 50         | 0            | 0          | 200               | 0.03           |
| 5460                                    | Plumbing R & M            | 0          | 0            | 250        | 0          | 0            | 250        | 0          | 0            | 250        | 0          | 2,500        | 250        | 3,500             | 0.57           |
| <b>TOTAL PLUMBING</b>                   |                           | <b>50</b>  | <b>0</b>     | <b>250</b> | <b>50</b>  | <b>0</b>     | <b>250</b> | <b>50</b>  | <b>0</b>     | <b>250</b> | <b>50</b>  | <b>2,500</b> | <b>250</b> | <b>3,700</b>      | <b>0.60</b>    |
| <b>OTHER BUILDING MAINTENANCE</b>       |                           |            |              |            |            |              |            |            |              |            |            |              |            |                   |                |
| 5505                                    | Common Area Maintenance   | 50         | 50           | 50         | 50         | 50           | 50         | 50         | 50           | 50         | 50         | 50           | 50         | 600               | 0.10           |
| 5510                                    | Structural/Roof/Glass     | 0          | 0            | 0          | 0          | 500          | 0          | 0          | 0            | 0          | 0          | 500          | 0          | 1,000             | 0.16           |
| 5515                                    | Other Bldg S & M          | 175        | 175          | 175        | 175        | 175          | 175        | 175        | 175          | 175        | 175        | 175          | 175        | 2,100             | 0.34           |
| 5520                                    | Other Bldg R & M          | 50         | 50           | 50         | 50         | 50           | 50         | 50         | 50           | 50         | 50         | 50           | 50         | 600               | 0.10           |
| <b>TOTAL OTHER BUILDING MAINTENANCE</b> |                           | <b>275</b> | <b>275</b>   | <b>275</b> | <b>275</b> | <b>775</b>   | <b>275</b> | <b>275</b> | <b>275</b>   | <b>275</b> | <b>275</b> | <b>775</b>   | <b>275</b> | <b>4,300</b>      | <b>0.70</b>    |
| <b>GENERAL BLDG. MAINTENANCE</b>        |                           |            |              |            |            |              |            |            |              |            |            |              |            |                   |                |
| 5540                                    | Restroom Expense          | 0          | 0            | 0          | 0          | 0            | 0          | 0          | 0            | 0          | 0          | 0            | 0          | 0                 | 0.00           |
| 5545                                    | Trash Removal/Recycling   | 0          | 0            | 0          | 0          | 0            | 0          | 0          | 0            | 0          | 0          | 0            | 0          | 0                 | 0.00           |
| 5550                                    | Other Contracts           | 0          | 0            | 0          | 0          | 0            | 0          | 0          | 0            | 0          | 0          | 0            | 0          | 0                 | 0.00           |
| 5560                                    | Pagers/Cell Phones/E-mail | 0          | 0            | 0          | 0          | 0            | 0          | 0          | 0            | 0          | 0          | 0            | 0          | 0                 | 0.00           |
| 5585                                    | General Bldg Misc.        | 0          | 0            | 0          | 0          | 0            | 0          | 0          | 0            | 0          | 0          | 0            | 0          | 0                 | 0.00           |
| <b>TOTAL GENERAL BLDG. MAINTENANCE</b>  |                           | <b>0</b>   | <b>0</b>     | <b>0</b>   | <b>0</b>   | <b>0</b>     | <b>0</b>   | <b>0</b>   | <b>0</b>     | <b>0</b>   | <b>0</b>   | <b>0</b>     | <b>0</b>   | <b>0</b>          | <b>0.00</b>    |
| <b>UTILITIES</b>                        |                           |            |              |            |            |              |            |            |              |            |            |              |            |                   |                |
| 5595                                    | Electric                  | 0          | 0            | 0          | 0          | 0            | 0          | 0          | 0            | 0          | 0          | 0            | 0          | 0                 | 0.00           |
| 5620                                    | Gas                       | 0          | 0            | 0          | 0          | 0            | 0          | 0          | 0            | 0          | 0          | 0            | 0          | 0                 | 0.00           |
| 5625                                    | Water & Sewer             | 0          | 0            | 0          | 0          | 0            | 0          | 0          | 0            | 0          | 0          | 0            | 0          | 0                 | 0.00           |
| <b>TOTAL UTILITIES</b>                  |                           | <b>0</b>   | <b>0</b>     | <b>0</b>   | <b>0</b>   | <b>0</b>     | <b>0</b>   | <b>0</b>   | <b>0</b>     | <b>0</b>   | <b>0</b>   | <b>0</b>     | <b>0</b>   | <b>0</b>          | <b>0.00</b>    |
| <b>LANDSCAPING &amp; GROUNDS</b>        |                           |            |              |            |            |              |            |            |              |            |            |              |            |                   |                |
| 5655                                    | Landscaping Contract      | 200        | 0            | 200        | 0          | 0            | 0          | 0          | 0            | 0          | 0          | 200          | 0          | 600               | 0.10           |
| 5660                                    | Landscaping S & M         | 0          | 50           | 0          | 50         | 0            | 0          | 0          | 0            | 0          | 50         | 0            | 50         | 200               | 0.03           |
| 5665                                    | Landscaping R & M         | 0          | 500          | 0          | 0          | 0            | 0          | 0          | 0            | 0          | 0          | 500          | 0          | 1,000             | 0.16           |
| <b>TOTAL LANDSCAPING &amp; GROUNDS</b>  |                           | <b>200</b> | <b>550</b>   | <b>200</b> | <b>50</b>  | <b>0</b>     | <b>0</b>   | <b>0</b>   | <b>0</b>     | <b>0</b>   | <b>50</b>  | <b>700</b>   | <b>50</b>  | <b>1,800</b>      | <b>0.29</b>    |

# PLYMOUTH DRIVERS EXAM STATION - 2015 FISCAL YEAR OPERATING BUDGET

|   |   | July            | August         | Sept           | Oct            | Nov            | Dec            | Jan            | Feb             | March          | April          | May             | June           | 12 Month<br>Total | Per<br>Sq. Ft. |
|---|---|-----------------|----------------|----------------|----------------|----------------|----------------|----------------|-----------------|----------------|----------------|-----------------|----------------|-------------------|----------------|
| <b>PARKING LOT/GARAGES</b>                    |   |                 |                |                |                |                |                |                |                 |                |                |                 |                |                   |                |
| 5680  | Snow Removal                            | 0               | 0              | 0              | 0              | 2,500          | 4,500          | 5,500          | 6,500           | 6,000          | 3,000          | 0               | 0              | 28,000            | 4.57           |
| 5690  | Parking Lot Supplies & Materials        | 0               | 0              | 0              | 0              | 0              | 0              | 0              | 0               | 0              | 0              | 0               | 0              | 0                 | 0.00           |
| 5700  | Parking Lot R & M                       | 0               | 0              | 3,000          | 0              | 0              | 0              | 0              | 0               | 0              | 0              | 3,000           | 0              | 6,000             | 0.98           |
| 5705  | Parking Lot Miscellaneous               | 0               | 0              | 0              | 0              | 0              | 0              | 0              | 0               | 0              | 0              | 0               | 0              | 0                 | 0.00           |
| <b>TOTAL PARKING LOT &amp; GARAGES</b>        |   | <b>0</b>        | <b>0</b>       | <b>3,000</b>   | <b>0</b>       | <b>2,500</b>   | <b>4,500</b>   | <b>5,500</b>   | <b>6,500</b>    | <b>6,000</b>   | <b>3,000</b>   | <b>3,000</b>    | <b>0</b>       | <b>34,000</b>     | <b>5.55</b>    |
| <b>ADMINISTRATIVE</b>                         |   |                 |                |                |                |                |                |                |                 |                |                |                 |                |                   |                |
| 5720  | Management Fees                         | 2,000           | 2,000          | 2,000          | 2,000          | 2,000          | 2,000          | 2,000          | 2,000           | 2,000          | 2,000          | 2,000           | 2,000          | 24,000            | 3.92           |
| 5725  | Management Fee Retainage (hold)         |                 |                |                |                |                |                |                |                 |                |                |                 |                | 0                 | 0.00           |
| 5720  | Management Fee Retainage (payment)      |                 |                |                |                |                |                |                |                 |                |                |                 |                | 0                 | 0.00           |
| <b>TOTAL ADMINISTRATIVE</b>                   |   | <b>2,000</b>    | <b>2,000</b>   | <b>2,000</b>   | <b>2,000</b>   | <b>2,000</b>   | <b>2,000</b>   | <b>2,000</b>   | <b>2,000</b>    | <b>2,000</b>   | <b>2,000</b>   | <b>2,000</b>    | <b>2,000</b>   | <b>24,000</b>     | <b>3.92</b>    |
| <b>TAXES AND INSURANCE</b>                    |   |                 |                |                |                |                |                |                |                 |                |                |                 |                |                   |                |
| 5765  | Real Estate Taxes                       |                 |                |                |                |                |                |                |                 |                |                |                 |                | 0                 | 0.00           |
| 5770  | Insurance                               |                 |                |                |                |                |                |                |                 |                |                |                 |                | 0                 | 0.00           |
| <b>TOTAL TAXES AND INSURANCE</b>              |   | <b>0</b>        | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>        | <b>0</b>       | <b>0</b>       | <b>0</b>        | <b>0</b>       | <b>0</b>          | <b>0.00</b>    |
| <b>TOTAL RECOVERABLE EXPENSES</b>             |   | <b>3,050</b>    | <b>4,300</b>   | <b>6,650</b>   | <b>2,900</b>   | <b>7,100</b>   | <b>8,200</b>   | <b>8,350</b>   | <b>10,250</b>   | <b>9,450</b>   | <b>5,900</b>   | <b>10,800</b>   | <b>3,500</b>   | <b>80,450</b>     | <b>13.12</b>   |
| <b>NON-RECOVERABLE EXPENSES</b>               |   |                 |                |                |                |                |                |                |                 |                |                |                 |                |                   |                |
|   | Improvements/expenses specific to MnDot |                 |                |                |                |                |                |                |                 |                |                |                 |                | 0                 | 0.00           |
| <b>TOTAL NON-RECOVERABLE EXPENSES</b>         |   | <b>0</b>        | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>        | <b>0</b>       | <b>0</b>       | <b>0</b>        | <b>0</b>       | <b>0</b>          | <b>0.00</b>    |
| <b>TOTAL OPERATING EXPENSES</b>               |   | <b>3,050</b>    | <b>4,300</b>   | <b>6,650</b>   | <b>2,900</b>   | <b>7,100</b>   | <b>8,200</b>   | <b>8,350</b>   | <b>10,250</b>   | <b>9,450</b>   | <b>5,900</b>   | <b>10,800</b>   | <b>3,500</b>   | <b>80,450</b>     | <b>13.12</b>   |
| <b>EMERGENCY &amp; SPECIAL PROJECTS</b>       |   |                 |                |                |                |                |                |                |                 |                |                |                 |                |                   |                |
| 6205  | General Building                        | 0               | 0              | 0              | 0              | 0              | 0              | 0              | 0               | 0              | 0              | 0               | 0              | 0                 | 0.00           |
| 6220  | Parking Lot / Garages                   | 16,500          | 0              | 0              | 0              | 0              | 0              | 0              | 0               | 0              | 0              | 0               | 0              | 16,500            | 2.69           |
| <b>TOTAL EMERGENCY &amp; SPECIAL PROJECTS</b> |   | <b>16,500</b>   | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>        | <b>0</b>       | <b>0</b>       | <b>0</b>        | <b>0</b>       | <b>16,500</b>     | <b>2.69</b>    |
| <b>TOTAL EXPENSES</b>                         |   | <b>19,550</b>   | <b>4,300</b>   | <b>6,650</b>   | <b>2,900</b>   | <b>7,100</b>   | <b>8,200</b>   | <b>8,350</b>   | <b>10,250</b>   | <b>9,450</b>   | <b>5,900</b>   | <b>10,800</b>   | <b>3,500</b>   | <b>96,950</b>     | <b>15.82</b>   |
| <b>CASH FLOW</b>                              |   | <b>(19,550)</b> | <b>(4,300)</b> | <b>(6,650)</b> | <b>(2,900)</b> | <b>(7,100)</b> | <b>(8,200)</b> | <b>(8,350)</b> | <b>(10,250)</b> | <b>(9,450)</b> | <b>(5,900)</b> | <b>(10,800)</b> | <b>(3,500)</b> | <b>(96,950)</b>   | <b>(15.82)</b> |

**Income Statement**

Period = Jun 2014

Book = Cash ; Tree = ysi\_is\_mnspe

|           |                                  | Period to Date | %    | Year to Date | %    |
|-----------|----------------------------------|----------------|------|--------------|------|
| 5109-0000 | COMMON AREA MAINT. EXT.          |                |      |              |      |
| 5155-0000 | Snow Removal                     | 12,667.63      | 0.00 | 19,128.63    | 0.00 |
| 5195-0000 | TOTAL COMMON AREA MAINT. EXT.    | 12,667.63      | 0.00 | 19,128.63    | 0.00 |
| 5196-0000 | LANDLORD EXPENSES                |                |      |              |      |
| 5225-0000 | HVAC R & M                       | 0.00           | 0.00 | 247.96       | 0.00 |
| 5270-0000 | TOTAL LANDLORD EXPENSES          | 0.00           | 0.00 | 247.96       | 0.00 |
| 5272-0000 | CLEANING                         |                |      |              |      |
| 5300-0000 | Window Washing                   | 0.00           | 0.00 | 643.66       | 0.00 |
| 5307-9999 | TOTAL CLEANING                   | 0.00           | 0.00 | 643.66       | 0.00 |
| 5310-0000 | R&M Payroll                      | 2,063.71       | 0.00 | 6,217.71     | 0.00 |
| 5315-9999 | TOTAL R & M (PAYROLL)            | 2,063.71       | 0.00 | 6,217.71     | 0.00 |
| 5340-0000 | ELECTRICAL                       |                |      |              |      |
| 5350-0000 | Electrical Supplies & Materials  | 0.00           | 0.00 | 446.01       | 0.00 |
| 5355-0000 | Electrical Repairs & Maintenance | 78.30          | 0.00 | 78.30        | 0.00 |
| 5363-9999 | TOTAL ELECTRICAL                 | 78.30          | 0.00 | 524.31       | 0.00 |
| 5415-0000 | HVAC                             |                |      |              |      |
| 5425-0000 | HVAC Supplies & Materials        | 0.00           | 0.00 | 91.14        | 0.00 |
| 5430-0000 | HVAC Repairs & Maintenance       | 11,852.28      | 0.00 | 12,882.22    | 0.00 |
| 5443-9999 | TOTAL HVAC                       | 11,852.28      | 0.00 | 12,973.36    | 0.00 |
| 5445-0000 | PLUMBING                         |                |      |              |      |
| 5455-0000 | Plumbing Supplies & Materials    | 0.00           | 0.00 | 308.18       | 0.00 |
| 5460-0000 | Plumbing Repairs & Maintenance   | 0.00           | 0.00 | 9,649.27     | 0.00 |
| 5468-9999 | TOTAL PLUMBING                   | 0.00           | 0.00 | 9,957.45     | 0.00 |
| 5505-0000 | Common Area Maintenance          | 0.00           | 0.00 | 351.25       | 0.00 |
| 5515-0000 | Supplies & Materials             | 0.00           | 0.00 | 91.51        | 0.00 |
| 5533-9999 | TOTAL OTHER BLDG. MAINTENANCE    | 0.00           | 0.00 | 442.76       | 0.00 |
| 5675-0000 | PARKING LOT & GARAGES            |                |      |              |      |
| 5680-0000 | Snow Removal                     | 4,583.50       | 0.00 | 20,969.00    | 0.00 |
| 5708-9999 | TOTAL PARKING LOT & GARAGES      | 4,583.50       | 0.00 | 20,969.00    | 0.00 |
| 5710-0000 | ADMINISTRATIVE                   |                |      |              |      |
| 5720-0000 | Management Fee                   | 4,000.00       | 0.00 | 22,000.00    | 0.00 |
| 5745-0000 | General Office Expense           | 0.00           | 0.00 | 12.42        | 0.00 |
| 5752-0000 | Bank Charges                     | 45.01          | 0.00 | 352.94       | 0.00 |
| 5758-9999 | TOTAL ADMINISTRATIVE             | 4,045.01       | 0.00 | 22,365.36    | 0.00 |
| 5800-0000 | TOTAL ESCALATABLE EXPENSES       | 35,290.43      | 0.00 | 93,470.20    | 0.00 |
| 6045-9999 | TOTAL OPERATING EXPENSES         | 35,290.43      | 0.00 | 93,470.20    | 0.00 |
| 6048-9999 | OPERATING INCOME                 | -35,290.43     | 0.00 | -93,470.20   | 0.00 |
| 6160-0000 | CAPITAL IMPROVEMENTS             |                |      |              |      |
| 6205-0000 | General Building                 | 0.00           | 0.00 | 483.30       | 0.00 |
| 6230-9999 | TOTAL CAPITAL IMPROVEMENTS       | 0.00           | 0.00 | 483.30       | 0.00 |
| 7000-0000 | NET INCOME                       | -35,290.43     | 0.00 | -93,953.50   | 0.00 |

Deduct

(5,815.00) DPS Portion  
Sewer Repair

\$88,138.50

**EXHIBIT B**

**STATE OF MINNESOTA**  
**AMENDMENT OF LEASE**

Amendment No. 6 to

Lease No. 11800-A

THIS AMENDMENT No. 6 to Lease No. 11800-A by and between the State of Minnesota, Department of Administration, hereinafter referred to as LESSOR, acting for the benefit of the Department of Transportation, and the State of Minnesota, Department of Administration, hereinafter referred to as LESSEE, acting for the benefit of the Department of Public Safety; Driver and Vehicle Services.

WHEREAS, LESSOR and LESSEE entered into Lease No. 11800-A, dated August 15, 2011, involving the lease of approximately 17.9 acres with a street address of 2455 Fernbrook Lane, Plymouth, MN; comprised of the following:

| <u>Improvement Type</u>                   | <u>Square Footage</u> |
|---|-----------------------|
| Main Driver Vehicle Facility ("Facility") | 6,130                 |
| Shed                                      | 179                   |
| Roads                                     | 232,681               |
| Parking Lots                              | 51,003                |

WHEREAS, LESSOR and LESSEE parties deem certain amendments and additional terms and conditions mutually beneficial for the effective continuation of said Lease;

NOW THEREFORE, LESSOR and LESSEE agree to substitution and/or addition of the following terms and conditions, which shall become a part of Lease No. 11800-A, effective as of the date set forth hereinafter.

1. **RENEWAL TERM** This Lease shall be renewed for a period of one (1) year, commencing July 1, 2017 and continuing through June 30, 2018 ("Renewal Term"), at the same terms and conditions as set forth in the Lease except as otherwise provided herein.
2. **RENT FOR FISCAL YEAR 2016**
  - 2.1 In accordance with Section 4.2 of the Lease, LESSOR and LESSEE hereby agree that the rent for FY 16 shall continue at the same monthly rate as paid for FY 15. Therefore, LESSEE shall pay LESSOR in accordance with the rent schedule set forth below:

| LEASE PERIOD |           | SPACE TYPE | SQUARE FEET | RATE PER SQ. FT. (rounded) | MONTHLY PAYMENT    | RENT FOR LEASE PERIOD |
|--------------|-----------|------------|-------------|----------------------------|--------------------|-----------------------|
| 7/1/16       | - 6/30/18 | Office     | 6,130       | \$2.01                     | \$ 1,026.78        | \$ 24,642.72          |
|              |           | Grounds    | 283,684     | \$0.11                     | \$ 2,600.44        | \$ 62,410.56          |
|              |           | Admin. Fee |             |                            | \$ 2,060.00        | \$ 49,440.00          |
|              |           |            |             |                            | <b>\$ 5,687.22</b> | <b>\$ 136,493.28</b>  |

2.2 LESSOR and LESSEE hereby agree that the rent for the period July 1, 2017 and continuing through June 30, 2018 is subject to adjustment in accordance with Section 4 of the Lease.

3. **2016 RENT ADJUSTMENT** LESSOR and LESSEE hereby agree that for the period July 1, 2016 and continuing through June 30, 2017 ("FY17"), the rent adjustment is calculated as follows:

3.1 The total rent due for FY 17 is the sum of \$68,246.64. LESSEE has made actual rent payments to LESSOR for the period July 1, 2016 through January 31, 2017 in the amount of \$39,810.54 leaving a balance remaining of \$28,438.10; and

3.2 LESSEE is due a credit for an overpayment in FY15 in the amount of \$13,000.00. Said Rent Credit shall be applied to the FY17 rent payments leaving a balance due in the amount of \$15,438.10 for the period February – June 2017, which shall be paid in equal monthly payments of \$3,087.22.

4. **REMODELING**

4.1 Landlord shall provide labor and materials to recarpet the Leased Premises, per Exhibit A attached hereto and incorporated herein.

4.2 Tenant agrees to pay Landlord a lump sum payment based on the actual costs not to exceed forty-seven thousand eight hundred eighty and no/100 dollars (\$47,880.00) upon satisfactory completion of said work and within thirty (30) days following receipt of a detailed invoice of the actual costs from Landlord.

5. Except as modified by the provisions of this Amendment, said Lease is ratified and confirmed as originally written.

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

LESSOR:  
STATE OF MINNESOTA  
DEPARTMENT OF ADMINISTRATION  
COMMISSIONER  
acting for the benefit of the  
DEPARTMENT OF TRANSPORTATION

By Susan T. Estes  
Real Estate and Construction Services  
Date 4/12/17

LESSEE:  
STATE OF MINNESOTA  
DEPARTMENT OF ADMINISTRATION  
COMMISSIONER  
acting for the benefit of the  
DEPARTMENT OF PUBLIC SAFETY

By Susan T. Estes  
Real Estate and Construction Services  
Date 4/12/17

APPROVED:  
STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION

By Scott L. Z.  
Title Metro District Engineer  
Date 4/12/17

APPROVED:  
STATE OF MINNESOTA  
DEPARTMENT OF PUBLIC SAFETY

By Larry Freund  
Title CFO  
Date 4/12/17

STATE ENCUMBRANCE VERIFICATION

Individual signing certifies that funds have been encumbered as required by Minn. Stat. §16A.15 and §16C.05.

By ASL  
Date 11 April 2017  
Contract No. 28744

Wednesday, January 04, 2017

Sue Kamrath  
Cushman & Wakefield  
3500 American Blvd. Suite 200

# THE BAINEY GROUP INC.

CONSTRUCTION SERVICES

14700 28th Ave. N. #30  
Plymouth, MN 55447

www.bainey.com  
763.557.6911  
763.557.7204

## RE:: Plymouth Drivers Exam Center Interior Carpet work

Dear Sue:

We are pleased to provide you with the following preliminary proposal for providing construction services at 2455 Fernbrook Lane North in Plymouth. This proposal is based on the onsite observations, and discussions with you and our prospective vendors. If you have any questions pertaining to the following proposal please me to discuss.

The following represents an outline of the scope of work included in our proposal:

### Design:

- The owner, using a design and engineering firms, will provide architectural, structural and civil drawings needed for permitting/construction. The Bainey Group and their vendors will provide mechanical, plumbing, and electrical design and engineering on a design/build basis.

### Scope of work:

- All required supervision, labor, clean up, material, insurance, taxes, permits, and licenses as typically required in the General Conditions.
- Final cleaning of the space (including: dusting, washing interior windows, vacuuming, etc)
- Move Furniture as needed for carpet replacement.
- Furnish and install a heavy duty carpet tile at all carpet areas. Spec is Patcraft Prado Color Sapphire.
- Furnish and install vinyl base.
- Remove existing carpet and provide floor prep needed.
- Move furniture as needed in VCT areas.
- Remove existing VCT, prep floor to receive new finishes.
- Furnish and install new VCT with vinyl base at all existing VCT areas.
- Provide anti-fatigue carpet tile behind the counters at (2) areas.
- Off hours and phasing included.

**Lump Sum Total: We proposed to do the above work for \$ 47,880.00**

### Clarifications:

- We have not included any low voltage wiring, adjusting or removal/demolition, which includes but is not limited to: phone, data, fire alarm, security system, card readers, etc unless specifically noted above in this proposal. We assume that this will be handled directly by the Owner/Tenant's vendor.
- We have not included any special fire protection or ratings that may be necessary for tenant's special use or existing building/city requirements.

**EXHIBIT A**

*Built as if it were our own...®*



- We assume that the drawings meet federal, state, and local codes and ordinances particularly relative to occupancies, parking requirements, toilet rooms, exits, etc. This budget estimate and final cost is subject to change in scope of work cost pending final approval by the City of Plymouth; additional required items not shown or stated within this estimate will incur additional costs at that time.
- Final clean up is figured only for the area where work scope of work occurred.
- We have not figured any payment or performance bonds for the project.
- No liquidated damages have been discussed or figured in our proposal. If liquidated damages need to be included in the contract we reserve the right to revise our proposal/pricing with the owner and subcontractors to account for the added risk/penalties.
- All work has been figured for normal business hours unless specifically stated above.
- We have included the cost of a standard building permit, but **NOT** included the cost of SAC & WAC charges, Park dedication fees or other charges any governmental agencies may require.
- **Due to the fact that a majority of the work included in this estimate is from verbalization of requirements along with discrepancies on the drawings the above scope of work takes precedence.**
- The Bainey Group is a merit shop contractor that works with all labor forces and does not discriminate against those who may or may not have labor affiliations. On any of our projects, we expect that all qualified labor forces work together regardless of affiliation.
- We do not remove, transport, or dispose of any hazardous waste materials.
  - This written proposal has been created by The Bainey Group, Inc and is intended for the sole use of the individual and entity to which it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. Any unauthorized review, use, disclosure or distribution of this proposal is prohibited. Thank you.

We appreciate having the opportunity to provide you with our proposal. If you have any questions or if we can be of further assistance, please call us at 763-231-8182.

Sincerely,

Jeff Heiskari  
Sr. Project Manager  
The Bainey Group, Inc.

STATE OF MINNESOTA

AMENDMENT OF LEASE

Amendment No. 7 to

Lease No. 11800-A

THIS AMENDMENT No. 7 to Lease No. 11800-A by and between the State of Minnesota, Department of Administration, hereinafter referred to as Landlord (formerly known as Lessor), acting for the benefit of the Department of Transportation, and the State of Minnesota, Department of Administration, hereinafter referred to as Tenant (formerly known as Lessee), acting for the benefit of the Department of Public Safety; Driver and Vehicle Services.

WHEREAS, Landlord and Tenant entered into Lease No. 11800-A, dated August 15, 2011, involving the lease of approximately 17.9 acres with a street address of 2455 Fernbrook Lane, Plymouth, MN; comprised of the following:

| <u>Improvement Type</u>                   | <u>Square Footage</u> |
|---|-----------------------|
| Main Driver Vehicle Facility ("Facility") | 6,130                 |
| Shed                                      | 179                   |
| Roads                                     | 232,681               |
| Parking Lots                              | 51,003                |

WHEREAS, Landlord and Tenant parties deem certain amendments and additional terms and conditions mutually beneficial for the effective continuation of said Lease;

NOW THEREFORE, Landlord and Tenant agree to substitution and/or addition of the following terms and conditions, which shall become a part of Lease No. 11800-A, effective as of the date set forth hereinafter.

1. **RENT FOR FISCAL YEAR 2018** Landlord and Tenant hereby agree that Tenant shall pay Landlord in accordance with the rent schedule set forth below:

| <u>LEASE PERIOD</u> | <u>MONTHLY<br/>PAYMENT</u> | <u>RENT FOR<br/>LEASE PERIOD</u> |
|---------------------|----------------------------|----------------------------------|
| 7/1/17 - 6/30/18    | \$ 6,000.00                | \$ 72,000.00                     |

2. **2017 RECONCILIATION** Landlord and Tenant hereby agree that for the period July 1, 2016 and continuing through June 30, 2017 ("FY17"), the rent adjustment is calculated as follows:

- 2.1 **Actual Rent Payments** Landlord and Tenant hereby agree that Tenant paid Landlord rent for the period July 1, 2016 through June 30, 2017 the amount of \$68,246.64.
- 2.2 **Actual Operating Expenses** Landlord and Tenant hereby agree that the actual operating expenses for FY17 are \$97,657.98 as set forth on the attached Exhibit A.
- 2.3 **Additional Rent Due to DOT** Landlord and Tenant hereby agree that Tenant under paid for operating costs for FY 17 in the amount of \$29,411.32 ("Underpayment"). Landlord and Tenant hereby agree to wait to see the actual operating costs for FY 18 and then reconcile the amounts due for FY 17 and 18 at that time.

3. **TENANT'S ALTERATIONS**

- 3.1 **Deletion** Section 6 of the Lease is hereby deleted and of no further force or effect and is replaced with the following Sections 3.2 and 3.3.
- 3.2 **Replacement** In the event Tenant desires to remodel, make alterations, additions and/or changes (hereinafter, "Alterations") to the Leased Premises, and it is determined that such Alterations are at Tenant's expense, Tenant shall not make such Alterations without the advance written consent of Landlord, which Landlord shall not unreasonably withhold. Alterations shall be approved by and arranged through Landlord as follows:
  - a. Upon Tenant's request, Landlord shall provide Tenant up to three (3) written cost estimates from Landlord's vendors for desired Alterations. Landlord or Landlord's agent/management company shall not include supervision fees as a part of the cost of Alterations.
  - b. Alterations shall be documented and authorized in advance, as follows:
    - (i) Alterations totaling \$2,500.00 or less shall be set forth in and authorized by Tenant in Tenant's signed Purchase Order which shall be submitted to Landlord.
    - (ii) Alterations totaling \$2,500.01 through \$8,000.00 shall be set forth in and authorized by Tenant in a signed Remodeling Request Memo, which shall be submitted to Landlord.
    - (iii) Alterations totaling \$8,000.01 or more shall be set forth and authorized by Landlord and Tenant by way of an executed Amendment to the Lease.

- 3.3 Upon completion of said Alterations, Landlord shall pay the appropriate vendor(s), and Tenant shall reimburse Landlord within thirty (30) days following receipt of a detailed invoice from Landlord.
4. Except as modified by the provisions of this Amendment, said Lease is ratified and confirmed as originally written.
- 

ATTACHMENT

Exhibit A – 2017 Operating Cost Billings

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

Landlord:  
STATE OF MINNESOTA  
DEPARTMENT OF ADMINISTRATION  
COMMISSIONER  
acting for the benefit of the  
DEPARTMENT OF TRANSPORTATION

By Susan T. Estes  
Real Estate and Construction Services

Date 10/6/17

Tenant:  
STATE OF MINNESOTA  
DEPARTMENT OF ADMINISTRATION  
COMMISSIONER  
acting for the benefit of the  
DEPARTMENT OF PUBLIC SAFETY

By Susan T. Estes  
Real Estate and Construction Services

Date 10/6/17

APPROVED:  
STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION

By M. O'Keefe  
Title Metro District, Director Prog Delivery  
Date 10/6/17

APPROVED:  
STATE OF MINNESOTA  
DEPARTMENT OF PUBLIC SAFETY

By Larry Freund  
Title CFO  
Date 10/2/17

STATE ENCUMBRANCE VERIFICATION

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

By Al Sol

Date 2 Oct 2017


SWIFT P.O. 3000048815

Contract No. 128068

FY 17

|                          |                       | Monthly Mgmt Fee | Monthly Reimbursable Expenses | Capital Improvements | TOTALS        |
|--------------------------|-----------------------|------------------|-------------------------------|----------------------|---------------|
| CONTRACT # 111993        | Total Contract Amount | \$ 131,242.00    | \$ 240,641.00                 |                      | \$ 371,883.00 |
| Invoice 17-01 8/16/2016  | Billed this Invoice   | \$ 2,122.00      | \$ 278.00                     |                      | \$ 2,400.00   |
| Invoice 17-02 9/27/2016  | Billed this Invoice   | \$ 2,122.00      | \$ 2,512.70                   |                      | \$ 4,634.70   |
| Invoice 17-03 10/21/2016 | Billed this invoice   | \$ 2,122.00      | \$ 203.50                     |                      | \$ 2,325.50   |
| Invoice 17-04 11/11/2016 | Billed this invoice   | \$ 2,122.00      | \$ 1,400.19                   |                      | \$ 3,522.19   |
| Invoice 17-05            | REJECTED              | \$ -             | \$ -                          |                      | \$ -          |
| Invoice 17-06 12/19/2016 | Billed this invoice   | \$ 2,122.00      | \$ 1,596.36                   |                      | \$ 3,718.36   |
| Invoice 17-07 1/17/2017  | Billed this invoice   | \$ -             | \$ 16,848.10                  |                      | \$ 16,848.10  |
| Invoice 17-08 2/3/2017   | Billed this invoice   | \$ 2,122.00      | \$ 13,987.30                  |                      | \$ 16,109.30  |
| Invoice 17-09 2/16/2017  | Billed this invoice   | \$ 2,122.00      | \$ 2,461.30                   |                      | \$ 4,583.30   |
| Invoice 17-10 3/17/2017  | Billed this invoice   | \$ 2,122.00      | \$ 9,992.10                   |                      | \$ 12,114.10  |
| Invoice 17-11 4/7/2017   | Billed this invoice   | \$ 2,122.00      | \$ 11,921.87                  |                      | \$ 14,043.87  |
| Invoice 17-12 5/11/2017  | Billed this invoice   | \$ -             | \$ 701.85                     |                      | \$ 701.85     |
| Invoice 17-13 5/22/2017  | Billed this invoice   | \$ 2,122.00      | \$ 2,960.30                   | \$ 22,743.00         | \$ 27,825.30  |
| Invoice 17-14 7/17/2017  | Billed this invoice   | \$ 2,122.00      | \$ 6,908.41                   | \$ 25,137.00         | \$ 34,167.41  |
| Invoice 17-15 7/27/2017  | Billed this invoice   | \$ 2,122.00      | \$ 422.00                     |                      | \$ 2,544.00   |

|                       |              |              |              |               |
|-----------------------|--------------|--------------|--------------|---------------|
| Total Billing to Date | \$ 25,464.00 | \$ 72,193.98 | \$ 47,880.00 | \$ 145,537.98 |
|-----------------------|--------------|--------------|--------------|---------------|


  
 \$97,657.98


  
 PAID Lump  
 Sum by  
 DPS

Exhibit A

Handwritten notes and diagrams, possibly related to a mathematical proof or calculation. The text is faint and difficult to read, but appears to include some mathematical symbols and a small diagram.



## STATE OF MINNESOTA INTERAGENCY AGREEMENT

Project Identification: Procurement of Hardware and Software for ARMER

**THIS AGREEMENT** is made and entered into by and between the Commissioner of Transportation, hereinafter referred to as "Mn/DOT," and the Commissioner of Department of Public Safety acting on behalf of the Emergency Communication Networks [ECN], hereinafter referred to as "DPS."

**WHEREAS**, a Statewide Public Safety Radio and Communication plan, (hereinafter referred to as the "Plan") has been developed and adopted in accordance with Minnesota Statutes § 403.36, subdivision 2, providing for the construction, ownership and operation of a statewide emergency communication system (hereinafter referred to as the "System" or "ARMER"); and

**WHEREAS**, pursuant to Minnesota Statutes § 403.36 the Statewide Emergency Communications Board, comprised of representatives from Mn/DOT, DPS, and local political subdivisions, (hereinafter referred to as the "Board") has overall responsibility for the Plan and for assuring that generally accepted project management techniques are utilized for each phase of the Plan implementation; and

**WHEREAS**, pursuant to Minnesota Statutes § 403.37 the Board is responsible for oversight of Plan implementation and for establishing and enforcing performance and operational standards for the System; and

**WHEREAS**, DPS is directed by Minnesota Statutes § 403.36, subdivision 1(e), to implement the Plan and to contract with Mn/DOT to construct, own, operate, maintain and enhance the elements of the backbone system defined in the Plan; and

**WHEREAS**, Mn/DOT is directed by Minnesota Statutes § 403.36, subdivision 1(e), to contract for, or procure by purchase or lease (including joint purchases and lease agreements), construction, installation of materials, supplies and equipment, and other services as may be needed to build, operate and maintain the system backbone of the statewide public safety radio and communication system; and

**WHEREAS**, the Board, Mn/DOT and DPS conducted a strategic planning session and determined the System is a substantial investment for the future and should be upgraded and maintained regularly;

**NOW THEREFORE**, in consideration of the foregoing and in consideration of the mutual covenants herein contained, the parties mutually agree hereby as follows:

### Agreement

#### 1 Term of Agreement

- 1.1 **Effective Date.** This Agreement will be effective on the date signed by all necessary State officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2 **Expiration Date.** This Agreement will expire five (5) years from the date it is effective.

#### 2 Scope of Work

The 2015 legislature approved renewing an existing contract with Motorola, the current provider, to provide a five-year software upgrade package that includes 7.15 and 7.19 to the existing System. Motorola made a proposal (hereinafter referred to as "SUA2Plus") that will reduce the cost if Mn/DOT executes the proposal. SUA2Plus will result in a twenty percent (20%) decrease for software upgrades, the 7.19 hardware, and the technical services of Motorola to perform migration for any local political subdivisions participating in the Plan.

SUA2 is conditional upon:

- Mn/DOT entering into a new five-year contract with Motorola for the State and political



- subdivisions' portions of the 7.19 hardware and software upgrades;
- Mn/DOT executing the new contract by December 31, 2015; and
- Mn/DOT charging political subdivisions for the hardware and software annually, i.e. once a year, during the term of the new contract.

SUA2Plus pricing is comprised of:

|   |                               |
|---|-------------------------------|
| • SUA2  | \$17,924,909.00               |
| • Technical Services                                  | 4,571,264.00                  |
| • Mn/DOT Hardware Purchase                            | 5,751,226.85                  |
| • Political Subdivision (Local) Hardware Purchase     | 19,215,881.00                 |
| • Political Subdivision (Local) Installation Services | 2,867,381.24                  |
| <b>TOTAL</b>  | <b><u>\$50,330,662.09</u></b> |

### 3 Consideration and Payment

3.1 In consideration of Mn/DOT executing a five-year contract with Motorola consistent with the proposal provisions outlined in SUA2Plus, DPS will reimburse Mn/DOT an amount not to exceed **Fifteen Million, Three Hundred Fifty Nine Thousand, One Hundred Sixty Seven and 35/100 Dollars (\$15,359,167.35)** representing the following:

|  |                               |
|--|-------------------------------|
| • 100% of the Mn/DOT hardware purchase               | \$ 5,751,226.85               |
| • 50% of the Political Subdivision hardware purchase | <u>9,607,940.50</u>           |
| <b>Total Reimbursement</b>                           | <b><u>\$15,359,167.35</u></b> |

3.2 Mn/DOT will create and enter ten (10) invoices in SWIFT, consistent with the following schedule, no later than the tenth calendar day of the following months:

|                      | January        | July           |
|----------------------|----------------|----------------|
| • Calendar year 2016 | \$1,991,679.02 | \$1,080,154.45 |
| • Calendar year 2017 | \$1,991,679.02 | \$1,080,154.45 |
| • Calendar year 2018 | \$1,991,679.02 | \$1,080,154.45 |
| • Calendar year 2019 | \$1,991,679.02 | \$1,080,154.45 |
| • Calendar year 2020 | \$1,991,679.02 | \$1,080,154.45 |

3.3 The total obligation of DPS for all consideration and reimbursements to Mn/DOT under this Agreement will not exceed **Fifteen Million, Three Hundred Fifty Nine Thousand, One Hundred Sixty Seven and 35/100 Dollars (\$15,359,167.35)**.

### 4 Conditions of Payment

4.1 All services provided by Mn/DOT under this Agreement must be performed to the satisfaction of DPS as determined at the sole and reasonable discretion of the DPS Authorized Representative.

### 5 Authorized Representatives

5.1 Mn/DOT's Authorized Representative will be:

Name: Mr. Mukhtar Thakur, P.E. (or his successor)  
 Title: Director, MnDOT Office of Statewide Radio Communications  
 Address: 1500 W. County Road B2; MS 730;  
 Roseville, MN 55113  
 Telephone: (651) 234-7962  
 E-Mail: [Mukhtar.thakur@state.mn.us](mailto:Mukhtar.thakur@state.mn.us)

5.2 DPS's Authorized Representative will be:

Name: Jackie Mines (or her successor)  
 Title: Director, Emergency Communication Networks  
 Address: Department of Public Safety; Emergency Communication Networks  
 445 Minnesota Street  
 Saint Paul, MN 55101  
 Telephone: 651.201.7550  
 E-Mail: [Jackie.mines@state.mn.us](mailto:Jackie.mines@state.mn.us)

**6 Amendments**

6.1 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.

**7 Liability**

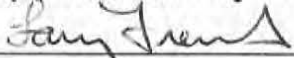
7.1 Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

**8 Termination**

8.1 Either party may terminate this Agreement at any time, with or without cause, upon 60 days written or e-mail notice to the other party.

**DEPARTMENT OF PUBLIC SAFETY  
ENCUMBRANCE VERIFICATION**

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.

Signed: 

Date: 12/22/15

SWIFT Purchase Order Number: 33M38412

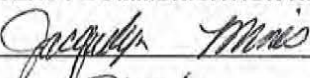
**Mn/DOT**

By:   
(with delegated authority)

Title: Assistant Commissioner – State Aid

Date: 12/21/15


**DEPARTMENT OF PUBLIC SAFETY;  
EMERGENCY COMMUNICATION NETWORKS**

By: 

Title: Director

Date: 12/22/15

**Mn/DOT CONTRACT MANAGEMENT**

By: 

Date: Dec 21, 2015



**PARTNERSHIP AGREEMENT BETWEEN  
THE MINNESOTA DEPARTMENT OF TRANSPORTATION  
AND  
THE MINNESOTA DEPARTMENT OF PUBLIC SAFETY,  
DRIVER AND VEHICLE SERVICES  
FOR  
LEASED SPACE  
MnDOT DETROIT LAKES HEADQUARTERS FACILITY**

This Agreement is between Department of Transportation ("MnDOT") and the Department of Public Safety - Driver and Vehicle Services ("DPS-DVS").

**Recitals**

1. Under Minnesota Statutes Section 174.02, subdivision 6, the Commissioner of Transportation may enter into agreements with governmental or nongovernmental entities for research and experimentation, for sharing facilities, equipment, staff, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services or that further the development of innovation in transportation for the benefit of the citizens of Minnesota; and
2. The parties wish to cooperatively provide leased space for DPS-DVS at the MnDOT Detroit Lakes Office.
3. Both parties are willing to enter this Agreement to set forth their respective rights and duties and, do hereby agree with each other as follows:

**Agreement**

**1. TERM OF AGREEMENT, EXHIBITS;**

- 1.1. *Effective date.* This Agreement will be effective upon execution and approval by the appropriate MnDOT and DPS-DVS officials pursuant to Minnesota law.
- 1.2. *Expiration date.* This Agreement will expire on June 30, 2020, unless terminated earlier pursuant to Article 4.
- 1.3. *Term of Lease.* The term of the Lease under this Agreement will be from the July 1, 2015 through June 30, 2020.
- 1.4. *Exhibits.* Exhibits A & B are attached and incorporated into this agreement.

**2. LEASED SPACE.**

- 2.1. MnDOT grants and DPS-DVS accepts a lease of the following described in the attached Exhibit A as approximately one thousand one hundred seventy three (1,173) usable square feet of office space, as shown on the attached Exhibit A, in the MnDOT Detroit Lakes Office, located at 1000 Highway 10 West, Detroit Lakes, Minnesota 56501-2205.
  - 2.1.1. Definition: The Leased Space is defined as the total usable square feet exclusively occupied by DPS-DVS and is the basis for calculation of rent payable hereunder.

- 2.1.1.1. Measurement Method: Usable square feet are calculated by measurement from the inside finished surface of exterior walls to the inside finished surface of building.
- 2.1.1.2. Exclusions and Deductions. Vertical shafts, elevators, stairwells, dock areas, mechanical, utility and janitor rooms are excluded from usable square feet. Also excluded from usable square feet are restrooms, corridors, lobbies and receiving areas accessible to the public or used in common with other tenants. Each and every column, pilaster or other projection into the Leased Space of four (4) square feet or more is deducted.

### 3. RENT

- 3.1. As rent for the Leased Space and in consideration for all covenants, representations and conditions of the Lease, subject Article 4.2 below, DPS-DVS agrees to pay to MnDOT the sum of \$107,999.40 for the term of the Lease, as estimated below and detailed in Exhibit B:

| Period                                    | Est Incr/Yr | Cost/Year     | Monthly Rental | Quarterly Payment |
|---|-------------|---------------|----------------|-------------------|
| 07/01/15 to 06/30/16                      |             | \$ 20,342.18  | \$ 1,695.18    | \$ 5,085.55       |
| 07/01/16 to 06/30/17                      | 3%          | \$ 20,952.45  | \$ 1,746.04    | \$ 5,238.11       |
| 07/01/17 to 06/30/18                      | 3%          | \$ 21,581.02  | \$ 1,798.42    | \$ 5,395.25       |
| 07/01/18 to 06/30/19                      | 3%          | \$ 22,228.45  | \$ 1,852.37    | \$ 5,557.11       |
| 07/01/19 to 06/30/20                      | 3%          | \$ 22,895.30  | \$ 1,907.94    | \$ 5,723.83       |
| Total Estimated Cost of Partnership Lease |             | \$ 107,999.40 |                |                   |

- 3.2. Rent Adjustment Effective July 1, 2015 and each July 1, thereafter, MnDOT may increase or decrease the rental rate based on the actual operating expenses per square foot for the building multiplied by the usable square feet of Lease Space (1,173 sf) for each fiscal year (July- June). MnDOT shall give DPS-DVS written notice on or before May 1 of each year of such rental rate increase or decrease along with written backup documentation of the actual operating expenses. MnDOT and DPS-DVS hereby agree to execute an Amendment to this Agreement setting forth said increase or decrease. If no amendment is executed the terms in Article 3.1 will remain in effect. DPS-DVS shall have the option to terminate this Lease in accordance with Article 4 below.
- 3.3. Upon approval of this contract DPS-DVS agrees to pay MnDOT for the period from July 1, 2015 to June 30, 2016. Thereafter, DPS-DVS agrees to pay MnDOT the quarterly the amount set forth above on or about the 1<sup>st</sup> day of each fiscal quarter in July, October, January and April.
- Office of Financial Management, Payable  
Financial Operations  
Department of Transportation  
395 John Ireland Blvd MS 215  
St Paul, MN 55155-1899
- 3.4. All original invoicing by MnDOT to DPS-DVS will be done in SWIFT.
- 3.5. All payments to MnDOT from DPS-DVS will use bilateral netting in SWIFT.
- 3.6. Questions and concerns regarding payment by DPS-DVS will be directed to their Authorized



Representative.

- 3.7 MnDOT represents and warrants that it is solely entitled to all of the rents payable under the terms of this lease and that DPS-DVS shall have the quiet enjoyment of the Leased Space during the full term of this Lease and any extension or renewal.

#### 4. TERMINATION

- 4.1 This Agreement may be terminated by either party for any reason at any time upon giving thirty days prior written notice to the other party.
- 4.2 DPS-DVS covenants that at the termination of this Lease by lapse of time or otherwise, it shall remove its personal property and vacate and surrender possession of the Leased Space to MnDOT in as good condition as when DPS-DVS took possession, ordinary wear and damage by the elements excepted. Alterations or fixtures attached to the Leased Space shall remain a part thereof and shall not be removed unless MnDOT elects to permit removal.

#### 5. DUTIES OF MnDOT

- 5.1. MnDOT shall, at its expense, furnish and provide for the use of DPS-DVS:
- 5.1.1. heat, electricity, sewer and water
  - 5.1.2. janitorial service, and,
  - 5.1.3. trash removal.
- 5.2. MnDOT shall use its best efforts to provide, at no additional cost to DPS-DVS, an area for the motorcycle, Class D road and CDL testing area.
- 5.3. MnDOT and DPS-DVS shall work together to schedule dates for use of the space for DPS-DVS' testing.

#### 6. DUTIES OF DPS-DVS. Except as otherwise provided herein, DPS-DVS shall:

- 6.1. furnish materials and services required for its use of the Leased Space;
- 6.2. maintain the Leased Space in a reasonably good condition and state of repair during the continuance of its tenancy; and
- 6.3. surrender the Leased Space to MnDOT at the termination of such tenancy in as good condition as when DPS-DVS took possession, reasonable wear and damage by the elements excepted.

#### 7. ANNUAL MEETING MnDOT and DPS-DVS hereby agree to meet annually or more often as agreed to between the parties to discuss any issues or concerns.

#### 8. MAINTENANCE AND REPAIRS

- 8.1. It shall be the duty of MnDOT to maintain at its own expense, in working condition, all appurtenances within the scope of this Lease, including the maintenance of proper plumbing, wiring, heating (and, where applicable, cooling) devices and ductwork.
- 8.2. MnDOT shall, at its own expense, make such necessary repairs so as to continue to provide all such service appurtenances as are required by this Lease, provided, however, that MnDOT shall not be responsible for repairs upon implements or articles which are the personal property of DPS-DVS, nor shall MnDOT bear the expense of repairs to the Leased Space necessitated by damage caused by DPS-DVS beyond normal wear and tear.

#### 9. OTHER CONDITIONS

- 9.1. DPS-DVS agrees to observe reasonable precautions to prevent waste of heat, electricity, water, air conditioning, any other utility or any service, whether such is furnished by MnDOT or obtained and paid for by DPS-DVS.
- 9.2. MnDOT agrees to provide and maintain the Leased Space and the building of which the Leased Space are a part with accessibility and facilities meeting code requirements for handicapped persons, pursuant to all applicable laws, rules, ordinances and regulations as issued by any federal state or local political subdivisions having jurisdiction and authority in connection with said property.

#### 10. BUILDING ACCESS AND SERVICES

- 10.1. MnDOT shall provide building access and services to the Leased Space from 8:00 a.m. to 5:00 p.m., Monday through Friday.
- 10.2. MnDOT shall provide access to the Leased Space seven days per week, twenty-four hours per day for authorized employees of DPS-DVS.

#### 11. AUTHORIZED REPRESENTATIVES

- 11.1. *Each party's Authorized Representative* is responsible for administering this Agreement and is authorized to give and receive any notice required or permitted under this Agreement.

- 11.2. MnDOT's Authorized Representative is:

Name: Jody Martinson or successor.  
Title: District Engineer  
Office: MnDOT District 4  
Street Address: 1000 Highway 10 West MS 040  
City State Zip: Detroit Lakes, MN 56501  
Telephone: 218-846-3603  
Email: Jody.Martinson@state.mn.us

- 11.3. DPS/DVS's Authorized Representative is:

Name: Larry Freund or successor.  
Title: Chief Financial Officer  
Office: MN Department of Public Safety  
Street Address: 445 Minnesota St  
City State Zip: St. Paul MN 55101-5155  
Telephone: 651 -215-1328  
Email: Larry.Freund@state.mn.us

#### 12. LIABILITY

- 12.1. MnDOT and DPS-DVS agree that each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.
- 12.2. DPS-DVS agrees that MnDOT assumes by this Agreement no liability for loss of DPS-DVS' personal property resulting from fire, tornado, civil disorder, theft or any cause whatsoever, except as may be attributed to MnDOT's negligence, acts or omissions as determined by a court of law.


[The remainder of this page has been intentionally left blank. Signature page follows.]



MnDOT Contract No: 1002086  
Lease No.: 11245-A

**DEPARTMENT OF PUBLIC SAFETY –  
DRIVER AND VEHICLE SERVICES**

The DPS-DVS certifies that the appropriate person(s) have executed the contract on behalf of the DPS-DVS as required by applicable articles, bylaws, resolutions or ordinances.


By:   
Title: DVS Director  
Date: 6/15/16

**MINNESOTA DEPARTMENT OF  
TRANSPORTATION**


By:   
Title: District Engineer or Assistant District Engineer  
Date: 6/21/16

**STATE ENCUMBRANCE VERIFICATION**

The individual certifies funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05

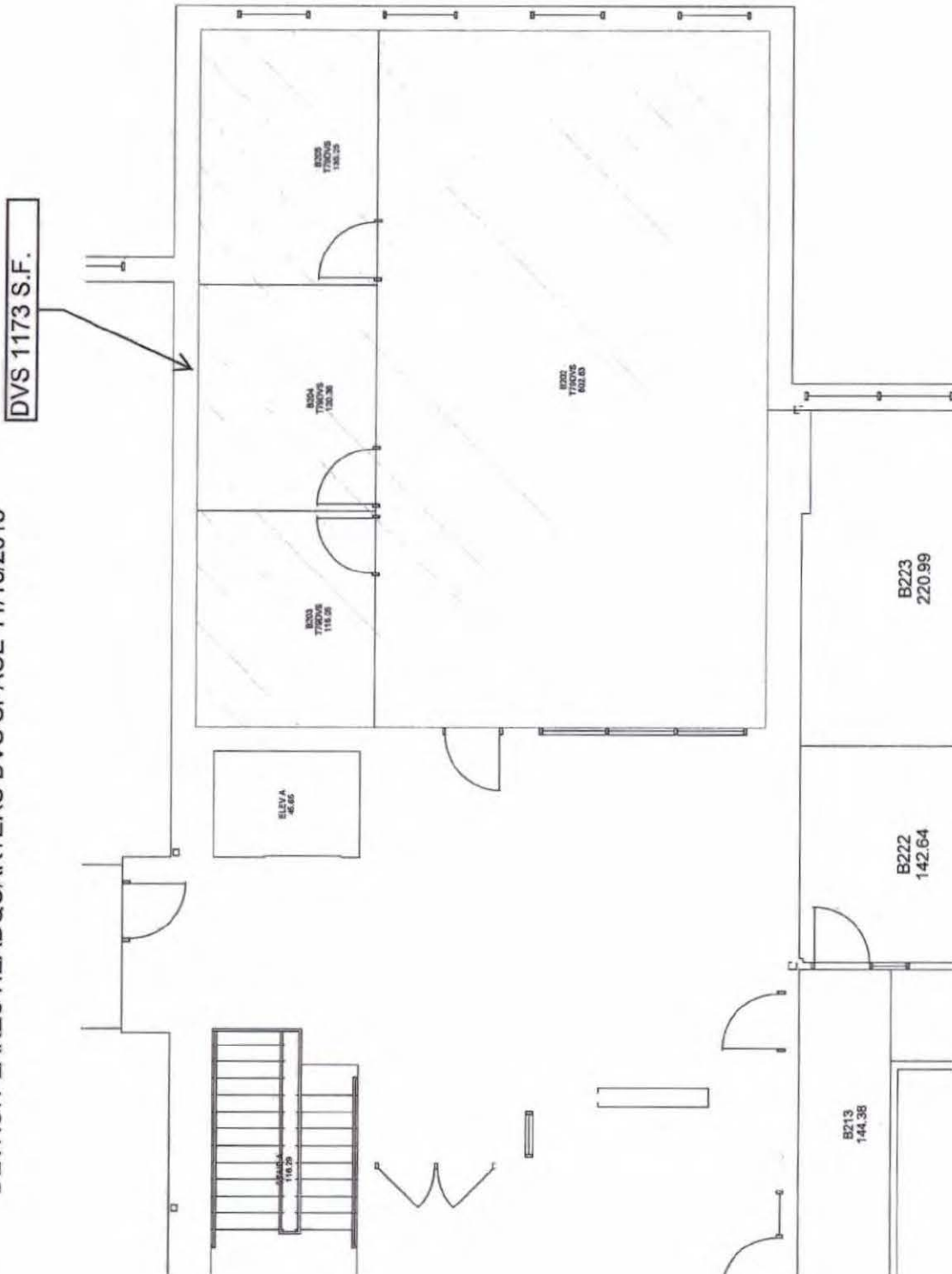
By:   
Date: 6/15/16  
SWIFT  
Contract # 110737

**~~COMMISSIONER OF ADMINISTRATION~~**

MnDOT Contract Management  
By:   
Date: 6/21/16

SWIFT  
Purchase  
Order # 3000040960

DETROIT LAKES HEADQUARTERS DVS SPACE 11/19/2015





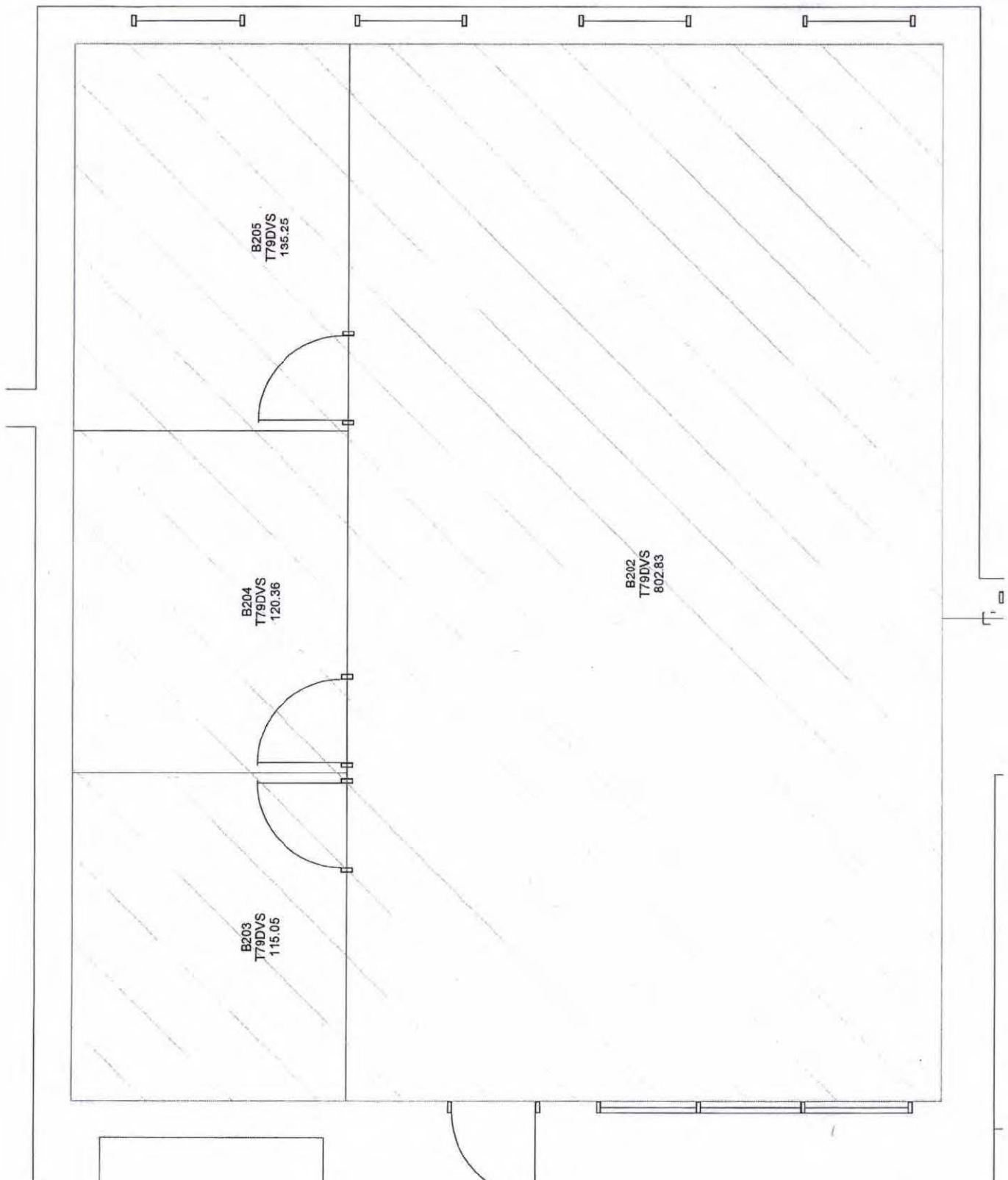


Exhibit B  
Estimated Cost/Rent for  
LEASED SPACE

Lease # 111245  
MnDOT Contract No: 1002086

MnDOT DETROIT LAKES HEADQUARTERS FACILITY

| Description                               | Amount          |            |                |                   |
|---|-----------------|------------|----------------|-------------------|
| FY 15 Operating Expense                   | \$ 1,036,359.58 |            |                |                   |
| Capital Expenditures (CE)                 | \$ 79,782.00    |            |                |                   |
| Depreciation (D)                          | \$ 341,413.55   |            |                |                   |
| Assessmentsw                              | \$ 2,800.00     |            |                |                   |
| Subtotal (AOP+CE+D)                       | \$ 1,460,355.13 |            |                |                   |
| Admin +10%                                | \$ 146,035.51   |            |                |                   |
| Total Costs (Subtotal+Admin)              | \$ 1,606,390.64 |            |                |                   |
| Square Footage                            | 92,630          |            |                |                   |
| Cost per square foot                      | \$ 17.34        |            |                |                   |
| DPS-DVS square feet                       | 1,173           |            |                |                   |
| DPS-DVS Yearly Rental FY 2016             | \$ 20,342.18    |            |                |                   |
| Period                                    | Est Incr/Yr     | Cost/Year  | Monthly Rental | Quarterly Payment |
| 07/01/15 to 06/30/16                      | \$              | 20,342.18  | \$ 1,695.18    | \$ 5,085.55       |
| 07/01/16 to 06/30/17                      | 3% \$           | 20,952.45  | \$ 1,746.04    | \$ 5,238.11       |
| 07/01/17 to 06/30/18                      | 3% \$           | 21,581.02  | \$ 1,798.42    | \$ 5,395.25       |
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| Total Estimated Cost of Partnership Lease | \$              | 107,999.40 |                |                   |

MNIT Services  
Finance Dashboard

Total IT Spend Summary

Enterprise Services

Agency Pass through

AGENCY DESCRIPTION

All

Fiscal Year

- ☐ FY 2018
- ☒ FY 2019
- ☐ FY 2020

Exec/Non-Exec

- ☐ Select all
- ☐ Executive Branch

Agency Group

- ☐ Select all
- ☐ Wave 3



A1 TOTAL IT SPEND  
Overview of Total IT Spend

6/30/2019  
Last Computing Bill Date

6/30/2019  
Last WAN Bill Date

6/30/2019  
Last Voice Bill Date

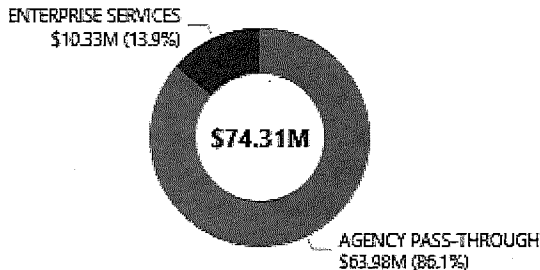
6/25/2019  
Last Credit Date

9/23/2019  
Latest Refresh Date

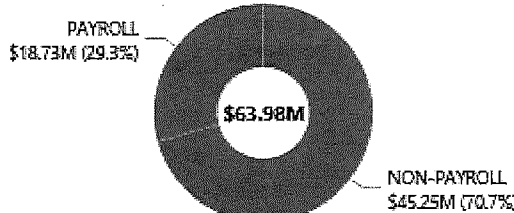
Overview

Wave 3 FY20 Optimization Impact

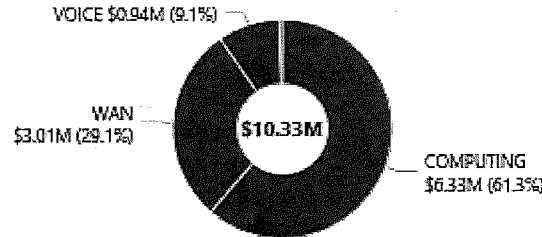
ADJ. YTD EXPENSES by IT SPEND CATEGORY



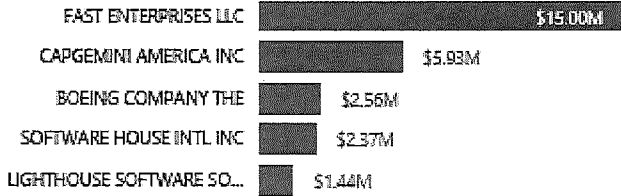
YTD AGENCY PASS-THROUGH EXPENSES by TYPE



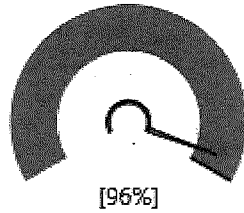
ADJUSTED YTD ENTERPRISE SERVICES CHARGES by TYPE



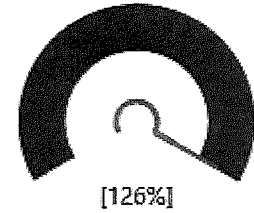
TOP 5 VENDORS BY EXPENDITURES



YTD EXPENSES and @AGENCY BUDGET



ADJUSTED YTD EXPENSES & ENTERPRISE BUDGET



| AGENCY DESCRIPTION   | YTD IT Expenses     | Enterprise Credit Amount | Adj. YTD IT Expenses | Non-Payroll Encumbrance Amt | Salary & Fringe Projection | Enterprise Svcs Remaining Forecast | PROJECTED TOTAL IT SPEND | BUDGET AMOUNT       | Over/ (Under) Budget Amt | % Total Spen Budg |
|--|---------------------|--------------------------|----------------------|-----------------------------|----------------------------|------------------------------------|--------------------------|---------------------|--------------------------|-------------------|
| <input checked="" type="checkbox"/> P07-PUBLIC SAFETY DEPARTMENT | \$74,829,534        | (\$519,862)              | \$74,309,672         | \$1,787,422                 |                            |                                    | \$76,097,094             | \$74,837,740        | \$1,259,354              | 101%              |
| <input checked="" type="checkbox"/> AGENCY PASS-THROUGH          | \$63,977,912        |                          | \$63,977,912         | \$1,787,422                 |                            |                                    | \$65,765,334             | \$66,636,457        | (\$871,123)              | 98%               |
| <input checked="" type="checkbox"/> ENTERPRISE SERVICES          | \$10,851,622        | (\$519,862)              | \$10,331,760         |                             |                            |                                    | \$10,331,760             | \$8,201,284         | \$2,130,477              | 125%              |
| <b>Total</b>   | <b>\$74,829,534</b> | <b>(\$519,862)</b>       | <b>\$74,309,672</b>  | <b>\$1,787,422</b>          |                            |                                    | <b>\$76,097,094</b>      | <b>\$74,837,740</b> | <b>\$1,259,354</b>       | <b>101%</b>       |

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

This agreement is between Minnesota Departments of Bureau of Criminal Apprehension and the Office of MN.IT Services Central Office.

**Agreement**

**1 Term of Agreement**

- 1.1 *Effective date:* July 1, 2017 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, 2019 or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**2 Scope of Work**

*Participation in State/County Collaboration Program (SCCP) for FY2018 2019 Biennium*

With the execution of this Agreement, the Bureau of Criminal Apprehension agrees to support a collaborative information and telecommunications technology program shared among Minnesota state government entities and county governments seeking to benefit from cooperative financing of shared services managed by MN.IT Central.

By consolidating networking needs and leveraging a MN.IT shared services infrastructure, the State/County Collaboration Program (SCCP) enables sharing of a highly-available, secure, consistent, QoS-enabled wide area network infrastructure to support state-to-county, county-to-county and county-to-public connections among the 94 participants (8 state and 86 county entities). Today, Minnesota counties leverage MNET for secure, reliable, QoS-enabled intranet connections to the state agency business systems and data applications critical to the state programs in public safety, health and human services, justice and other disciplines. For purposes of this Agreement, the standard MN.IT WAN Service Level Agreement covers the services provided by the SCCP Program

**3 Consideration and Payment**

Each year of the biennium, DPS agrees to contribute funding to support SCCP. Payment to MN.IT by DPS will be made monthly, not to exceed the total fiscal year amounts as follows:

FY2018 - \$512,800.00

FY2019 - \$512,800.00

MN.IT agrees to serve as the fiscal manager for this agreement. Funds will be used exclusively for costs associated with this program.

MN.IT will use standard service rates to provision services, and then use SCCP program funds to pay those fees. Total SCCP costs are determined by using standard MN.IT services rates for access circuits, routers, bandwidth, etc., approved by Finance Department and published in the current Rate Schedule.

For the SFY 2018-2019 Biennium, costs will be shared based upon the fixed and variable costs of the program.

**4 Conditions of Payment**

Upon execution of this agreement, MN.IT Central will bill BCA on a monthly basis for fees associated with this program, and BCA will promptly process payment to MN.IT Central in accordance with the prompt payment law, using SWIFT bilateral netting.

**5 Authorized Representative**

BCA's Authorized Representative is Dana Gotz, Deputy Superintendent, 1430 Maryland Avenue East, St. Paul, MN 55106, 651-793-1007, or his/her successor.

MN.IT Central's Authorized Representative is Tu Tong, Chief Financial Officer, MN.IT, 400 Centennial Building, 658 Cedar St, St. Paul, MN 55155, telephone number 651.556.8028, or his successor.

**6 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.

**7 Liability**

Each party will be responsible for its own acts and behavior and the results thereof.

**8 Termination**

Either party may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

**1. STATE ENCUMBRANCE VERIFICATION**

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

Signed: [Signature]  
Date: 7/20/17

SWIFT PO # 3-48261

**3. MN.IT Central**

By: [Signature]  
(with delegated authority)

Title: State Cio

Date: 6-29-2017

**2. BCA**

By: [Signature]  
(With delegated authority)

Title: Deputy Director

Date: 6/29/2017