

MINNESOTA DEPARTMENT OF PUBLIC SAFETY



Office of the Commissioner

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October 20, 2020

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

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:

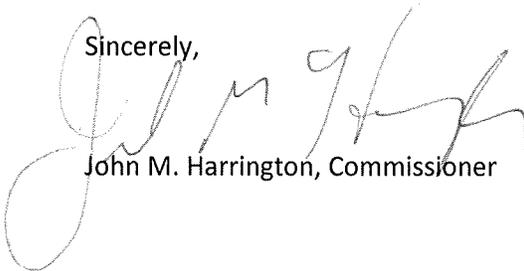
- Interagency or service-level agreements and any renewals or extensions of existing interagency or service-level agreements with another agency if the cumulative value is more than \$100,000 in the previous fiscal year.
- Transfers of appropriations between accounts within or between agencies if the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

In fiscal year 2020, the Department of Public Safety (DPS) had 3 interagency and service-level agreements with a cumulative value of more than \$100,000, for a total amount of \$20,105,000. These agreements were made with Minnesota IT Services and Minnesota Management and Budget. Attached please find a spreadsheet entitled, "FY20 Transfer Report Final - IAs," which lists the agreements DPS has in FY 2020. This document provides details about the agreements, including the agency, amount, legal authority, purpose, effective date and duration.

In fiscal year 2020, DPS had 81 transfers with a cumulative value of more than \$100,000, totaling \$222,541,448. Attached please find a spreadsheet entitled, "FY20 Transfer Report Final – MMB 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". The signature is fluid and cursive, with a large initial "J" and "H".

John M. Harrington, Commissioner

Attachments

Minnesota Management and Budget (MMB)
FY 2020 Transfers
October 15, 2020

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				
MMB	General Fund	G9R0025	Management Services	(461,000)	Governor's Office	Other Misc Spec Revenue	P076721	Governor's Office Spec Rev	461,000		Community Justice Reinvestment Account		MS 299A.707
MMB	General Fund	G9R0346	MRP Debt Service Account	(30,000.00)	DPS	Other Misc Special Revenue	P072001	Disaster Asst. Cont. Acct-DACA	30,000.00		State disaster operating acct		MS 12.221 6 & MS 128.25 1
DPS	General Funds	P0720C1	Emergency Mgmt - Genl Fund	(20,000.00)	DPS	Other Misc Special Revenue	P072001	Disaster Asst. Cont. Acct-DACA	20,000.00		State disaster operating acct		MS 12.221 6 & MS 128.25 1
DPS	Other Misc Special	P0720C1	Disaster Asst. Cont. Acct-DACA	(1,849,955)	DPS	Other Misc Special Revenue	P072111	2016-SD-008 7.9-11.16 Sev Strm	1,849,955		State disaster operating acct		MS 12.221 6 & MS 128.25 1
DPS	Other Misc Special	P0720C1	Disaster Asst. Cont. Acct-DACA	(4,349,746)	DPS	Other Misc Special Revenue	P072121	2019 SD-033 6/27-7/17-19windfltd	4,349,746		State disaster operating acct		MS 12.221 6 & MS 128.25 1
DPS	Other Misc Special	P0720C1	Disaster Asst. Cont. Acct-DACA	(2,198,429)	DPS	Other Misc Special Revenue	P072131	2019 SD-034 7/16-20 storms	2,198,429		State disaster operating acct		MS 12.221 6 & MS 128.25 1
DPS	Other Misc Special	P0720C1	Disaster Asst. Cont. Acct-DACA	(477,119)	DPS	Other Misc Special Revenue	P072141	2019SD-035 09/10-15 storms	477,119		State disaster operating acct		MS 12.221 6 & MS 128.25 1
DPS	Other Misc Special	P0720C1	Disaster Asst. Cont. Acct-DACA	(1,370,606)	DPS	Other Misc Special Revenue	P072151	2019SD-036 03/12-042819	1,370,606		State disaster operating acct		MS 12.221 6 & MS 128.25 1
DPS	Other Misc Special	P0720C1	Disaster Asst. Cont. Acct-DACA	(108,850)	DPS	Other Misc Special Revenue	P072161	2019SD-037 09/24	108,850		State disaster operating acct		MS 12.221 6 & MS 128.25 1
DPS	Other Misc Special	P0720C1	Disaster Asst. Cont. Acct-DACA	(472,547)	DPS	Other Misc Special Revenue	P072251	2019SD-037 09/24	472,547		State disaster operating acct		MS 12.221 6 & MS 128.25 1
DPS	Other Misc Special	P0720C1	Disaster Asst. Cont. Acct-DACA	(440,736)	DPS	Other Misc Special Revenue	P072291	2017-SD-014	440,736		State disaster operating acct		MS 12.221 6 & MS 128.25 1
DPS	Other Misc Special	P0720C1	Disaster Asst. Cont. Acct-DACA	(8,336)	DPS	Other Misc Special Revenue	P072321	DR4069 Public Assistance Match	8,336		State disaster operating acct		MS 12.221 6 & MS 128.25 1
DPS	Other Misc Special	P0720C1	Disaster Asst. Cont. Acct-DACA	(2,993,826)	DPS	Other Misc Special Revenue	P072351	2017 SD-024 WnterStrm&Wind	2,993,826		State disaster operating acct		MS 12.221 6 & MS 128.25 1
DPS	Other Misc Special	P0720C1	Disaster Asst. Cont. Acct-DACA	(2,892,558)	DPS	Other Misc Special Revenue	P072361	2018-SD-025 N/R/S/L wrtrSflod	2,892,558		State disaster operating acct		MS 12.221 6 & MS 128.25 1
DPS	Other Misc Special	P0720C1	Disaster Asst. Cont. Acct-DACA	(49,239)	DPS	Other Misc Special Revenue	P072371	2018 SD-026 LtPMar Apr/Ma	49,239		State disaster operating acct		MS 12.221 6 & MS 128.25 1
DPS	Other Misc Special	P0720C1	Disaster Asst. Cont. Acct-DACA	(23,150)	DPS	Other Misc Special Revenue	P072381	2018-SD-027 Slopefail Landslid	23,150		State disaster operating acct		MS 12.221 6 & MS 128.25 1
DPS	Other Misc Special	P0720C1	Disaster Asst. Cont. Acct-DACA	(274,894)	DPS	Other Misc Special Revenue	P072391	2018-SD-028FillRedLakeRainFldg	274,894		State disaster operating acct		MS 12.221 6 & MS 128.25 1
DPS	Other Misc Special	P0720C1	Disaster Asst. Cont. Acct-DACA	(401,734)	DPS	Other Misc Special Revenue	P072411	2018-SD-029 Houston Rain Fld	401,734		State disaster operating acct		MS 12.221 6 & MS 128.25 1
DPS	Other Misc Special	P0720C1	Disaster Asst. Cont. Acct-DACA	(4,947)	DPS	Other Misc Special Revenue	P072421	2018-SD-030 Aitkin 8.31.18	4,947		State disaster operating acct		MS 12.221 6 & MS 128.25 1
DPS	Other Misc Special	P0720C1	Disaster Asst. Cont. Acct-DACA	(1,194)	DPS	Other Misc Special Revenue	P072431	2018-SD-031 Cook Cty 10/3-	1,194		State disaster operating acct		MS 12.221 6 & MS 128.25 1
DPS	Other Misc Special	P0720C1	Disaster Asst. Cont. Acct-DACA	(33,679)	DPS	Other Misc Special Revenue	P072441	DR4131Public Assistance Match	33,679		State disaster operating acct		MS 12.221 6 & MS 128.25 1
DPS	Other Misc Special	P0720C1	Disaster Asst. Cont. Acct-DACA	(2,199,237)	DPS	Other Misc Special Revenue	P072461	DR4182 Public Assist Spec Rev	2,199,237		State disaster operating acct		MS 12.221 6 & MS 128.25 1
DPS	Other Misc Special	P0720C1	Disaster Asst. Cont. Acct-DACA	(381,729)	DPS	Other Misc Special Revenue	P072481	DR 4290 Public Assist Spec Rev	381,729		State disaster operating acct		MS 12.221 6 & MS 128.25 1
DPS	Other Misc Special	P0720C1	Disaster Asst. Cont. Acct-DACA	(2,106,699)	DPS	Other Misc Special Revenue	P072511	DR4390 Public Assistance Match	2,106,699		State disaster operating acct		MS 12.221 6 & MS 128.25 1
DPS	Other Misc Special	P0720C1	Disaster Asst. Cont. Acct-DACA	(2,022,388)	DPS	Other Misc Special Revenue	P072631	DR4414 Public Assistance Match	2,022,388		State disaster operating acct		MS 12.221 6 & MS 128.25 1
DPS	Other Misc Special	P0720C1	Disaster Asst. Cont. Acct-DACA	(2,555,785)	DPS	Other Misc Special Revenue	P072661	DR 1941 Public Assist Spec Rev	2,555,785		State disaster operating acct		MS 12.221 6 & MS 128.25 1
DPS	Other Misc Special	P0720C1	Disaster Asst. Cont. Acct-DACA	(207,668)	DPS	Other Misc Special Revenue	P072011	2018SD-038 10/21/19 sev storm	207,668		State disaster operating acct		MS 12.221 6 & MS 128.25 1
DPS	Other Misc Special	P0720C1	Disaster Asst. Cont. Acct-DACA	(199,658)	DPS	Other Misc Special Revenue	P072021	2020SD-039sev storm	199,658		State disaster operating acct		MS 12.221 6 & MS 128.25 1
DPS	Other Misc Special	P0720C1	Disaster Asst. Cont. Acct-DACA	(1,432,765)	DPS	Other Misc Special Revenue	P072031	2020SD-040 09/20-10/17/19 Fld	1,432,765		State disaster operating acct		MS 12.221 6 & MS 128.25 1
DPS	Other Misc Special	P0720C1	Disaster Asst. Cont. Acct-DACA	(94,700)	DPS	Other Misc Special Revenue	P072041	2020SD-041 12/28-30/19	94,700		State disaster operating acct		MS 12.221 6 & MS 128.25 1
DPS	Other Misc Special	P0720C1	Disaster Asst. Cont. Acct-DACA	(256,200)	DPS	Other Misc Special Revenue	P072051	2020SD-042 Morrison Cty	256,200		State disaster operating acct		MS 12.221 6 & MS 128.25 1
DPS	Other Misc Special	P0720C1	Disaster Asst. Cont. Acct-DACA	(9,814,443)	DPS	Other Misc Special Revenue	P072PA1	DR 4442 PublicAssistance Match	9,814,443		To Federal disaster operating account		MS 12.221 6 & 12A.15 1
DPS	Other Misc Special	P072111	2016-SD-008 7.9-11.16 Sev Strm	(643,663)	DPS	Other Misc Special Revenue	P0720C1	Disaster Asst. Cont. Acct-DACA	643,663		return unused funds to contingency acct		MS 12.221 6
DPS	Other Misc Special	P072251	2017-SD-018	(202,257)	DPS	Other Misc Special Revenue	P0720C1	Disaster Asst. Cont. Acct-DACA	202,257		return unused funds to contingency acct		MS 12.221 6
DPS	Other Misc Special	P072391	2018-SD-028	(130,492)	DPS	Other Misc Special Revenue	P0720C1	Disaster Asst. Cont. Acct-DACA	130,492		return unused funds to contingency acct		MS 12.221 6
DPS	Special Revenue	P072R2P	Railroad & Pipeline Safety	(104,000)	Pollution Control	Other Misc Special Revenue	R32F128	ER Rail Safety	104,000		To PCA for Railroad & Pipeline safety		MS 299A.21(b)
DPS	Special Revenue	P074012	Fire Safety Account	(850,000)	DPS	Special Revenue	P072002	Haz Mat & Chemical Assessment	850,000		Hazardous Mat and Chem Assessment Teams		2019 1S5 05 11 02 (a)
DPS	Special Revenue	P074012	Fire Safety Account	(225,000)	DPS	Special Revenue	P072R2C	St Cloud ER Team	225,000		Emergency Response Teams		2019 1S5 05 11 02 (f)
DPS	Special Revenue	P074012	Fire Safety Account	(225,000)	DPS	Special Revenue	P072R2D	Duluth ER Team	225,000		Emergency Response Teams		2019 1S5 05 11 02 (f)
DPS	Special Revenue	P074012	Fire Safety Account	(100,000)	DPS	Special Revenue	P072R2E	Moorhead ERT	100,000		Emergency Response Teams		2019 1S5 05 11 02 (f)
DPS	Special Revenue	P074012	Fire Safety Account	(125,000)	DPS	Special Revenue	P072R2F	Railroad & Pipeline Safety	125,000		Emergency Response Teams		2019 1S5 05 11 02 (f)
DPS	Special Revenue	P074012	Fire Safety Account	(6,322,000)	DPS	Special Revenue	P074002	State Fire Marshal Account	6,322,000		Fire Marshall operating budget		2019 1S5 05 01 011 004
DPS	Special Revenue	P074012	Fire Safety Account	(300,000)	DPS	Special Revenue	P074442	Healthcare increase	300,000		Inspection of Nursing Homes & Boarding Care		2019 1S5 05 01 011 004
DPS	Special Revenue	P074012	Fire Safety Account	(650,000)	DPS	Special Revenue	P074F32	SFM Fire Safety 1Time	650,000		Fire Marshal activities and equipment		2019 1S5 05 01 011 005 (d)
DPS	Special Revenue	P074012	Fire Safety Account	(4,265,000)	DPS	Special Revenue	P079702	Mn Firefighters - Trng & Ed	4,265,000		Firefighter Board training & operating budget		2019 1S5 05 01 011 005 (a)
DPS	Special Revenue	P074012	Fire Safety Account	(954,274)	DPS	Special Revenue	P079752	MBFTE Task Force 1	954,274		Firefighter Task Force 1 activities		2019 1S5 05 01 011 005 (a)(d)
DPS	Special Revenue	P074012	Fire Safety Account	(250,000)	DPS	Special Revenue	P079762	MBFTE Air Rescue	250,000		Firefighter Air Rescue activities		2019 1S5 05 01 011 005 (c)
DPS	Special Revenue	P074012	Fire Safety Account	(60,000)	DPS	Special Revenue	P079782	MBFTE MnFire	60,000		MnFire Firefighter activities		2019 1S5 05 01 011 005 (d)
DPS	Special Revenue	P077062	Dwi Reinstatement-Sp Rev	(7,179,340)	MMB Non-	General Fund	G9R0017	Misc Cancellation Pr Oth	7,179,340		General Fund Use		M.S. 171.29 2B
DPS	Special Revenue	P077062	Dwi Reinstatement-Sp Rev	(944,650)	Health Department	Special Revenue	H122198	Brain Injury/Trauma Rgstry	944,650		Tramatic Brain and Spinal Cord Injury Services		M.S. 171.29 2B
DPS	Special Revenue	P077062	Dwi Reinstatement-Sp Rev	(302,228)	DPS	Special Revenue	P073052	Bca Acct-Confidential Fund	302,228		Forensic Lab Services		M.S. 171.29 2B
DPS	Special Revenue	P077062	Dwi Reinstatement-Sp Rev	(75,557)	DPS	Special Revenue	P073082	Bca Acct-Confidential Fund	75,557		Undercover Buy Fund and Witness/Victim Protection		M.S. 171.29 2B
DPS	Special Revenue	P077062	Dwi Reinstatement-Sp Rev	(236,116)	DPS	Special Revenue	P075862	Vehicle Forfeiture Acct	236,116		Vehicle Forfeitures		M.S. 171.29 2B
DPS	Special Revenue	P077062	Dwi Reinstatement-Sp Rev	(944,464)	DPS	Special Revenue	P077112	Driver Serv. Control Acct.	944,464		Per Statute transfer 20% of Appropriated funds to Operating Approp		M.S. 171.29 2B
DPS	Special Revenue	P077082	Dwi Reinstatement 1St Half+25	(123,135)	MMB Non-	General Fund	G9R0017	Misc Cancellation Pr Oth	123,135		General Fund Use		M.S. 171.29 2F
DPS	Special Revenue	P077082	Dwi Reinstatement 1St Half+25	(37,300)	Health Department	Special Revenue	H122198	Brain Injury/Trauma Rgstry	37,300		Tramatic Brain and Spinal Cord Injury Services		M.S. 171.29 2F
DPS	Special Revenue	P077082	Dwi Reinstatement 1St Half+25	(5,974)	DPS	Special Revenue	P073052	Bca Acct-Confidential Fund	5,974		Forensic Lab Services		M.S. 171.29 2F
DPS	Special Revenue	P077082	Dwi Reinstatement 1St Half+25	(1,494)	DPS	Special Revenue	P073082	Bca Acct-Confidential Fund	1,494		Undercover Buy Fund and Witness/Victim Protection		M.S. 171.29 2F
DPS	Special Revenue	P077082	Dwi Reinstatement 1St Half+25	(4,667)	DPS	Special Revenue	P075862	Vehicle Forfeiture Acct	4,667		Vehicle Forfeitures		M.S. 171.29 2F
DPS	Special Revenue	P077082	Dwi Reinstatement 1St Half+25	(18,670)	DPS	Special Revenue	P077112	Driver Serv. Control Acct.	18,670		Per Statute transfer 20% of Appropriated funds to Operating Approp		M.S. 171.29 2F
DPS	Special Revenue	P077092	Dwi Reinstatement 2nd Pymt	(208,900)	MMB Non-	General Fund	G9R0017	Misc Cancellation Pr Oth	208,900		Per Statute 67% of appropriated funds to General Fund Approp		M.S. 171.29 2F
DPS	Special Revenue	P077092	Dwi Reinstatement 2nd Pymt	(3,516)	DPS	Special Revenue	P073052	Bca Acct-Confidential Fund	3,516		Tramatic Brain and Spinal Cord Injury Services		M.S. 171.29 2F
DPS	Special Revenue	P077092	Dwi Reinstatement 2nd Pymt	(879)	DPS	Special Revenue	P073082	Bca Acct-Confidential Fund	879		Forensic Lab Services		M.S. 171.29 2F
DPS	Special Revenue	P077092	Dwi Reinstatement 2nd Pymt	(2,747)	DPS	Special Revenue	P075862	Vehicle Forfeiture Acct	2,747		Undercover Buy Fund and Witness/Victim Protection		M.S. 171.29 2F
DPS	Special Revenue	P077092	Dwi Reinstatement 2nd Pymt	(10,988)	DPS	Special Revenue	P077112	Driver Serv. Control Acct.	10,988		Vehicle Forfeitures		M.S. 171.29 2F
DPS	Special Revenue	P077102	Vehicle Serv. Control Acct	(26,513,000)	DPS	Special Revenue	P077902	Vehicle Serv. Expenditure Acct	26,513,000		Per Statute transfer 20% of Appropriated funds to Operating Approp		191 003 01 004 04A
DPS	Special Revenue	P077102	Vehicle Serv. Control Acct	(2,400,000)	DPS	Special Revenue	P077922	Temp Staff COVID19	2,400,000		trans appropriated funds to operating approp		20 071 01 001
DPS	Special Revenue	P077102	Vehicle Serv. Control Acct	(78,148)	DPS	Special Revenue	P077002	Vehicle Services Bulk Data	78,148		Approp funds transferred to vehicle service operating approp and vehicle		M.S. 168.327 4 2C, M.S. 3.9741 Subd 5
DPS	Special Revenue	P077112	Driver Serv. Control Acct.	(36,752,000)	DPS	Special Revenue	P077912	Driver Serv. Expenditure Acct	36,752,000		trans appropriated funds to operating approp		191 003 01 004 04A
DPS	Special Revenue	P077112	Driver Serv. Control Acct.	(307,707)	DPS	Special Revenue	P077012	Driver Services Bulk Data	307,707		Approp funds transferred to driver service operating approp to cover D/L		M.S. 168.327 5C, M.S. 3.9741 Subd 5
DPS	Special Revenue	P077132	Support Our Troops	(570,879)	Veterans Affairs	Special Revenue	H751S0T	Support Our Troops	570,879		Transfer approp funds to cover grants to veteran service organizations and		M.S.190.19 Subd 1.2.(a)(4)
DPS	Special Revenue	P077132	Support Our Troops	(571,369)	Military Affairs	General Fund	P012201	Support Our Troops	571,369		Transfer approp funds to cover grants to eligible individuals, foundations and		M.S.190.19 Subd 1.2.(a)(4)
DPS	Special Revenue	P077132	Support Our Troops	(490)	DPS	Special Revenue	P077102	Vehicle Serv. Control Acct	4				

DEPARTMENTAL LEASE

LANDLORD: DEPARTMENT OF ADMINISTRATION	
DEPARTMENT/AGENCY (as TENANT) Public Safety	
BUILDING NAME/ADDRESS Administration, 50 Sherburne Avenue	DIVISION/SECTION NAME Capitol Complex Security

TERMS AND CONDITIONS:

1. **LEASED PREMISES** LANDLORD grants and TENANT 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:

<u>Level/Suite No.</u>	<u>Square Feet</u>	<u>Use</u>
Ground	6,449	Office
First	69	Office
Third	7	Mothers Room
TOTAL	6,525	

2. **TERM** The term of this Lease is two (2) years, commencing July 1, 2019 and continuing through June 30, 2021.
3. **RENT** TENANT agrees to pay to LANDLORD rent in accordance with the rent schedule set forth below:

FY: 20	ROOM OR FLOOR	SQUARE FEET		RATE PER SQUARE FOOT		MONTHLY AMOUNT	QUARTERLY AMOUNT	AMOUNT FOR LEASE PERIOD
		OFFICE	STORAGE	OFFICE	STORAGE			
LEASE PERIOD								
7/1/19 - 6/30/20	Ground	6,449		\$23.90		\$12,844.26	\$38,532.78	\$154,131.12
	First	69		\$23.90		\$137.43	\$412.29	\$1,649.16
	Third	7		\$23.90		\$13.94	\$41.82	\$167.28
TOTAL		6,525				\$12,995.63	\$38,986.89	\$155,947.56

FY: 21	ROOM OR FLOOR	SQUARE FEET		RATE PER SQUARE FOOT		MONTHLY AMOUNT	QUARTERLY AMOUNT	AMOUNT FOR LEASE PERIOD
		OFFICE	STORAGE	OFFICE	STORAGE			
LEASE PERIOD								
7/1/20 - 6/30/21	Ground	6,449		\$23.90		\$12,844.26	\$38,532.78	\$154,131.12
	First	69		\$23.90		\$137.43	\$412.29	\$1,649.16
	Third	7		\$23.90		\$13.94	\$41.82	\$167.28
TOTAL		6,525				\$12,995.63	\$38,986.89	\$155,947.56

4. **DUTIES OF LANDLORD** See Exhibit B.
5. **TENANT 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.
6. **EXECUTION IN COUNTERPARTS** The Lease may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts of this Lease taken together shall constitute but one and the same Lease. Delivery of an executed counterpart of this Lease by facsimile or email or a PDF file shall be equally as effective as delivery of an original executed counterpart of this 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.

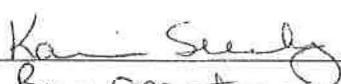
LANDLORD:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER

By 
REAL ESTATE AND CONSTRUCTION SERVICES
Date 9-5-19

TENANT:
DEPARTMENT OF PUBLIC SAFETY

By 
Title CFO
Date 9/4/19

APPROVED:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
FACILITIES MANAGEMENT DIVISION

By 
Title Bus Operations Mgr
Date 8-28-19

STATE ENCUMBRANCE VERIFICATION

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

By 
Date 4 SEPT 2019
Contract No. 127892



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. Prakash
Checked By: C. Bergstrom
Approved By:

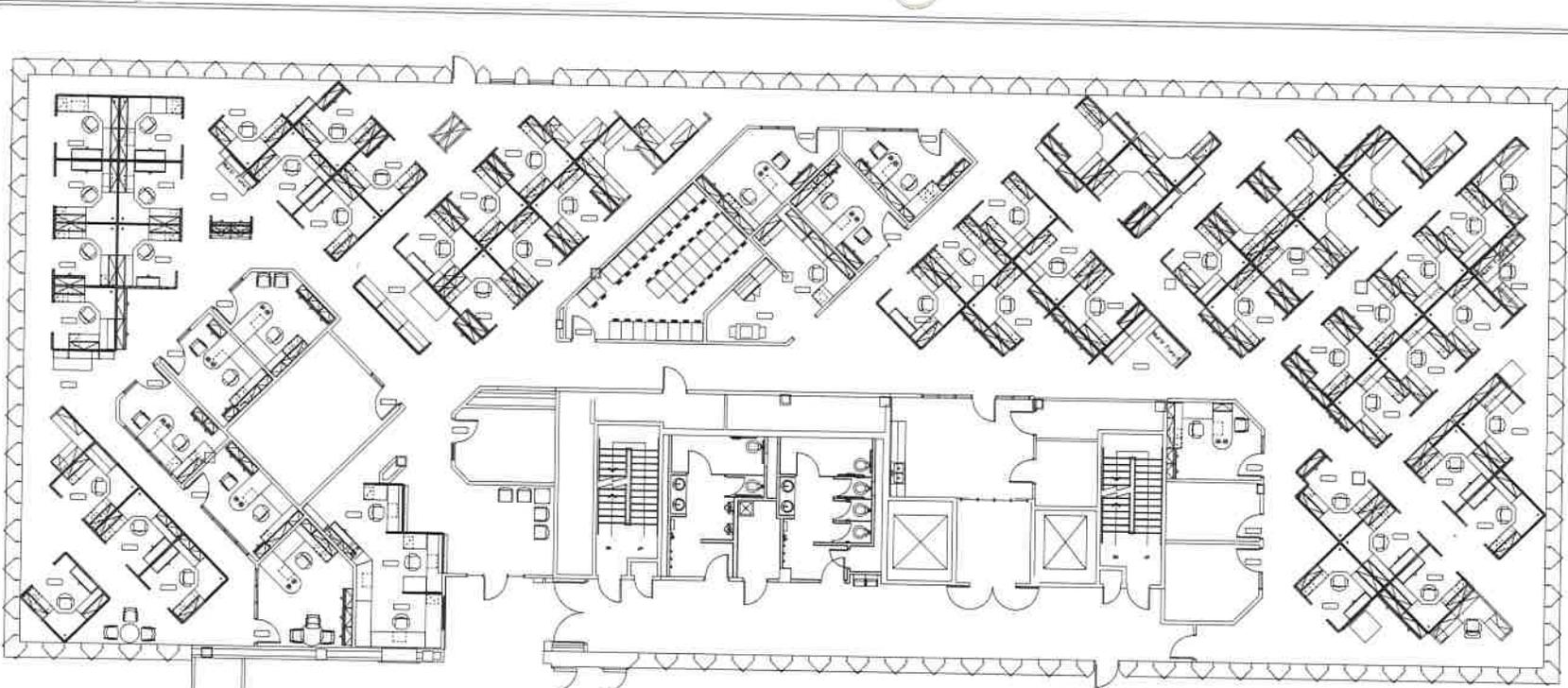
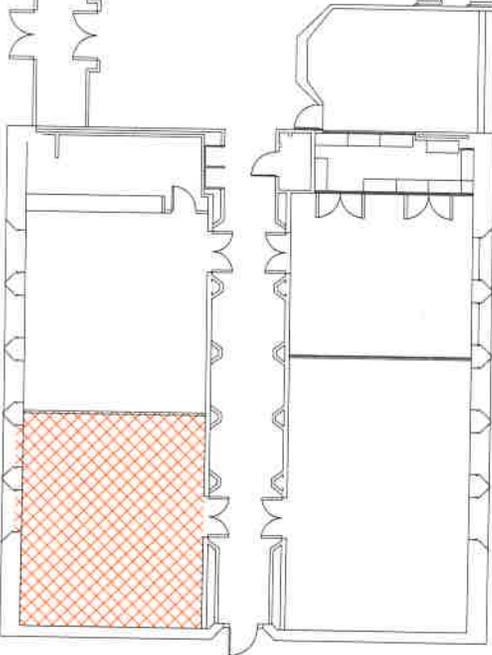


EXHIBIT A



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

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 LANDLORD's Service Line or check website: www.mn.gov/admin/government/buildings-grounds for more information. Terms and conditions in items b-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 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.

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 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.

j. Keys All keys 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 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 forward communication to tenants as appropriate. 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. Insuring contents is the responsibility 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, Ventilation and Air Conditioning LANDLORD will maintain the Leased Premises within the acceptable range of temperature identified below, under all but the most extreme weather conditions. For purposes hereof, the acceptable ranges of temperature are as follows:

(i) From October 1 through April 30, between 70°F and 74°F. Temperature settings

will be lowered to 60°F to 62°F during periods outside of building operating hours.

- (ii) From May 1 through September 30, between 72°F and 76°F. Temperature settings will be increased to 85°F during periods outside of building operating hours.
 - (iii) Unless established to the contrary through a 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.
 - (iv) 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 LANDLORD as required by the application and the needs of the system. Unless established to the contrary in writing, in advance, air-handling systems will operate as required to maintain occupied space temperatures between building operating hours, Monday through Friday, excluding State holidays.
- b. Water/Sewage** LANDLORD shall provide the Leased Premises with adequate domestic water and sewage facilities sufficient to serve its design population capacity.
- c. Electrical**
- (i) LANDLORD shall provide the Leased Premises with electrical infrastructure for its 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 required specialized electrical operation, are considered a special program needs and shall be the direct responsibility of TENANT at TENANT's cost. All TENANT equipment installation must be approved in accordance with the provisions of this lease with LANDLORD. TENANT shall be billed by LANDLORD on a fee-for-service basis 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 complex 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 building operating 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 reasonable possible.

3. REDUCTION, REUSE, RECYCLING, AND SUSTAINABILITY

- a. Pursuant to Minnesota Statutes, Section 16B.24, subdivision 6 (d), LANDLORD shall provide space for common recycling materials.
- b. LANDLORD will provide common area recycle, compost and trash containers.
- c. 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.
- d. 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 accessible carpeted main traffic aisles.
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 (up to 10 feet).
Clean carpeted traffic aisles.
- Annually: Clean carpet. May be extraction, tip clean or rotary shampoo.

NOTE: Detail dusting in an office setting shall be done only in accessible areas if it can be done without the risk of damage to property. LANDLORD shall not move personal items and electronic equipment to clean or dust. LANDLORD shall trash only waste receptacles and items in common areas that are clearly 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.
Spot 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-Annual: 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 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

Daily: Sanitize drinking fountains.
Spot check interior stairwells.
Remove unapproved 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 one (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, and to communicate with LANDLORD on postings of work which may affect the building tenants or building operations. TENANT will also designate at least one (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. Arrange and pay for recycling of confidential materials.
 - c. Ensure recyclables do not contain contaminating materials.
 - d. Use recycling containers and equipment only for designated recycling purposes.
 - e. Direct general waste and recycling questions to LANDLORD's Building Manager or designee.
 - 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 jurisdictions 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 15th of January the subsequent calendar year for which the recycling took place.

F. WASTE PREVENTION, ENERGY CONSERVATOIN AND USE OF UTILITY SERVICES Heating, ventilation and air conditioning, electrical, water and sewage (please refer to DUTIES OF LANDLORD, 2.Utlity Services).

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.

3. TENANT will ensure optimal use 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.

4. 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.

5. TENANT will provide reasonable accommodations for LANDLORD to perform scheduled after hour outages.

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 are 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 LANDLORD's Service Line to request access.

3. TENANT agrees to consider all common areas in the building not located within the Leased Premises including entrances and lobbies, 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

LANDLORD's Service Line for more information regarding special events and rules governing them.

4. TENANT agrees that 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 agreed 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 areas.

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

7. TENANT shall fund any additional pest control services outside the regular maintenance program. To aide with pest management, TENANT shall keep all food items in sealed containers.

8. 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.

9. 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 operate, maintain, repair, replace and 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 duress 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 accordance with DUTIES OF LANDLORD, A.1. Building Management Services as it pertains to carpet, interior decoration and window treatments.

M. COMMUNICATION

1. 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.

2. TENANT shall forward LANDLORD's communication to TENANT agency team members as appropriate.

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, scooters or segways are not allowed inside the buildings or tunnels.

P. CONTENT LIABILITY AND INSURANCE Liability for damages to TENANT property is at TENANT's discretion and cost in all instances, including but not limited to, natural disasters, protests, fire and damage from building system failures.

Q. PLANTS TENANT shall ensure that all plants are properly maintained. TENANT will be responsible for any damages or air quality issues as a result of plants.

R. EMERGENCIES

1. TENANT is responsible for all emergency communications, including evacuation plans, routes, drills, etc.

2. In accordance with M.S.16B.04 subdivision 2 (4) and 2 (5) and M.S.16B.24 subdivision 1 and in the event of a LANDLORD declared emergency, TENANT hereby agrees that any vacant office or meeting spaces within its Leased Premises may be temporarily reassigned to other agencies until the emergency is declared satisfied by the Commissioner of Administration. Lease billing adjustments for the temporarily reassigned space will be made accordingly by the LANDLORD.

S. ANIMALS Animals are not allowed inside LANDLORD managed facilities.

T. ADA ACCOMMODATIONS Animals, equipment and materials that are necessary to provide reasonable accommodations must be approved by TENANT agency's Human Resources and LANDLORD.

DEPARTMENTAL LEASE

LANDLORD: DEPARTMENT OF ADMINISTRATION	
DEPARTMENT/AGENCY (as TENANT) Public Safety	
BUILDING NAME/ADDRESS Capitol, 75 Rev. Dr. Martin Luther King Jr. Blvd.	DIVISION/SECTION NAME Capitol Security

TERMS AND CONDITIONS:

- LEASED PREMISES** LANDLORD grants and TENANT accepts the lease of six hundred fifty eight (658) square feet of space in the basement, as shown on the plan attached as Exhibit A.
- TERM** The term of this Lease is two (2) years, commencing July 1, 2019 and continuing through June 30, 2021.
- RENT** TENANT agrees to pay to LANDLORD rent in accordance with the rent schedule set forth below:

FY: 20		SQUARE FEET		RATE PER SQUARE FOOT		MONTHLY AMOUNT	QUARTERLY AMOUNT	AMOUNT FOR LEASE PERIOD
LEASE PERIOD	ROOM OR FLOOR	OFFICE	STORAGE	OFFICE	STORAGE			
7/1/19 - 6/30/20	Basement	658		\$27.15		\$1,488.73	\$4,466.19	\$17,864.76
FY: 21		SQUARE FEET		RATE PER SQUARE FOOT		MONTHLY AMOUNT	QUARTERLY AMOUNT	AMOUNT FOR LEASE PERIOD
LEASE PERIOD	ROOM OR FLOOR	OFFICE	STORAGE	OFFICE	STORAGE			
7/1/20 - 6/30/21	Basement	658		\$29.00		\$1,590.17	\$4,770.51	\$19,082.04

- DUTIES OF LANDLORD AND TENANT** See Exhibit B.
- TENANT'S 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.
- EXECUTION IN COUNTERPARTS** The Lease may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts of this Lease taken together shall constitute but one and the same Lease. Delivery of an executed counterpart of this Lease by facsimile or email or a PDF file shall be equally as effective as delivery of an original executed counterpart of this 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.

LANDLORD:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER

By 
REAL ESTATE AND CONSTRUCTION SERVICES
Date 7-25-19

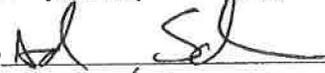
TENANT:
DEPARTMENT OF PUBLIC SAFETY

By 
Title CFO
Date 7/10/19

APPROVED:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
FACILITIES MANAGEMENT DIVISION

By 
Title Bus Operations Mgr
Date 7-9-19

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

By 
Date 7/10/19
Contract No. _____

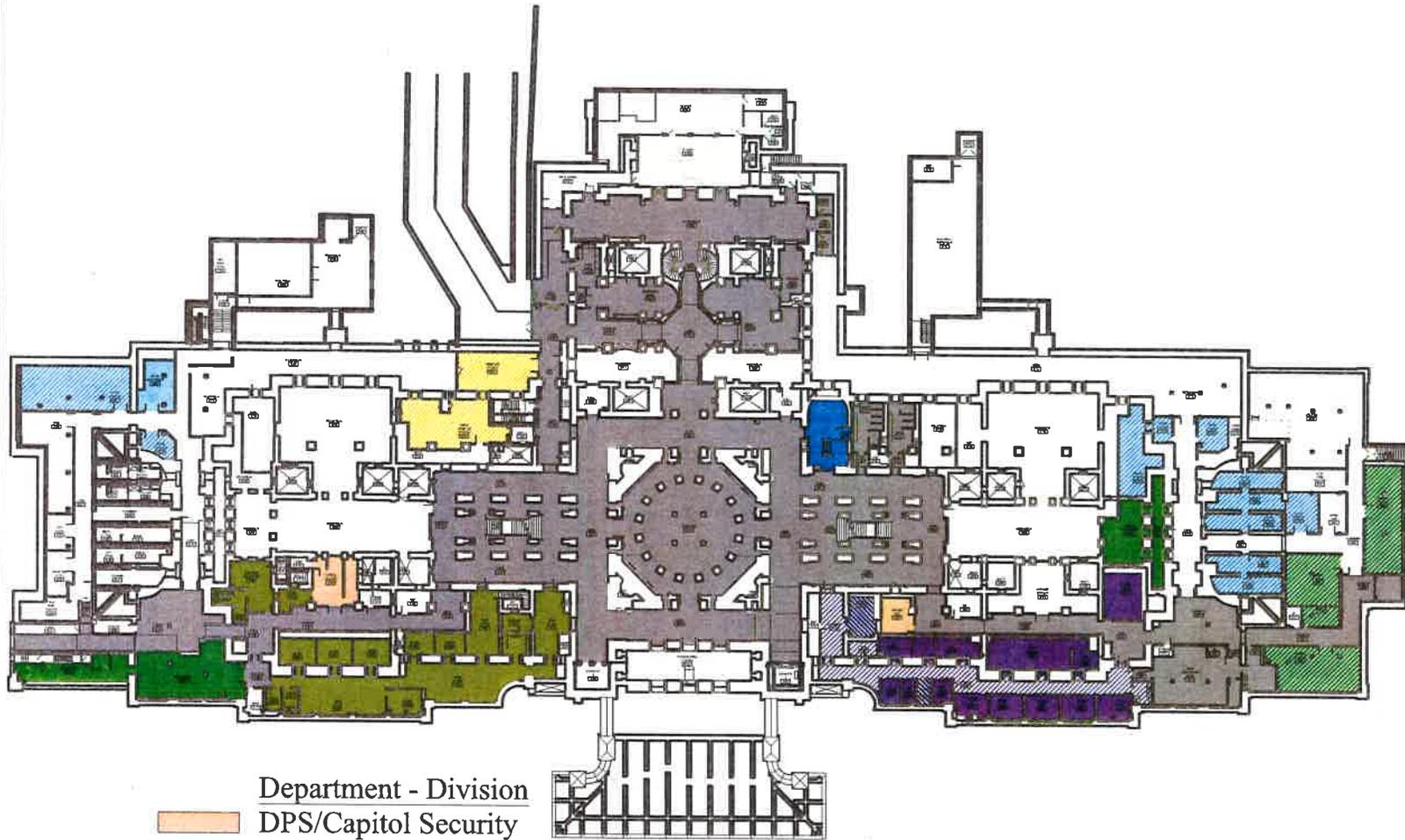


EXHIBIT A

- Department - Division
- DPS/Capitol Security
 - Governor's Office
 - MGRC
 - MN House of Representatives
 - MN House of Representatives Storage
 - MN Historical Society Storage
 - MN Senate
 - MN Senate Storage
 - Press Corps.
 - Press Corps Shared
 - Press Corps. Vacant
 - Public Space



**State
of
Minnesota**

Department
of
Administration
Real Estate
and Construction
Services

State Capitol Building
G0231010062

- Notes / Remarks
- 9/29/00 Original - NAHF
 - 11/28/00 Review - NAHF
 - 1/29/01 Review - NAHF
 - May 2001
 - August 2001
 - 4/12/02 Rate Package C Bergstrom
 - 4/19/04 Rate Package C Bergstrom
 - 4/1/06 Rate Package C Bergstrom
 - 4/18/08 Rate Package Jesse Oates
 - 10/30/09 Rate Package Jedd Prokash
 - 10/7/11 Tim Olson
 - 1/10/12 Rate Package Tim Olson
 - 4/9/14 Rate Package Lauren Klahunde
 - 4/9/18 Rate Package C Bergstrom

Lower Level

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 LANDLORD's Service Line or check website: www.mn.gov/admin/government/buildings-grounds for more information. Terms and conditions in items b-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 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.

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 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.

j. Keys All keys 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 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 forward communication to tenants as appropriate. 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. Insuring contents is the responsibility 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, Ventilation and Air Conditioning LANDLORD will maintain the Leased Premises within the acceptable range of temperature identified below, under all but the most extreme weather conditions. For purposes hereof, the acceptable ranges of temperature are as follows:

(i) From October 1 through April 30, between 70°F and 74°F. Temperature settings

will be lowered to 60°F to 62°F during periods outside of building operating hours.

- (ii) From May 1 through September 30, between 72°F and 76°F. Temperature settings will be increased to 85°F during periods outside of building operating hours.
 - (iii) Unless established to the contrary through a 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.
 - (iv) 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 LANDLORD as required by the application and the needs of the system. Unless established to the contrary in writing, in advance, air-handling systems will operate as required to maintain occupied space temperatures between building operating hours, Monday through Friday, excluding State holidays.
- b. Water/Sewage** LANDLORD shall provide the Leased Premises with adequate domestic water and sewage facilities sufficient to serve its design population capacity.
- c. Electrical**
- (i) LANDLORD shall provide the Leased Premises with electrical infrastructure for its 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 required specialized electrical operation, are considered a special program needs and shall be the direct responsibility of TENANT at TENANT's cost. All TENANT equipment installation must be approved in accordance with the provisions of this lease with LANDLORD. TENANT shall be billed by LANDLORD on a fee-for-service basis 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 complex 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 building operating 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 reasonable possible.

3. REDUCTION, REUSE, RECYCLING, AND SUSTAINABILITY

- a. Pursuant to Minnesota Statutes, Section 16B.24, subdivision 6 (d), LANDLORD shall provide space for common recycling materials.
- b. LANDLORD will provide common area recycle, compost and trash containers.
- c. 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.
- d. 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 accessible carpeted main traffic aisles.
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 (up to 10 feet).
Clean carpeted traffic aisles.
- Annually: Clean carpet. May be extraction, tip clean or rotary shampoo.

NOTE: Detail dusting in an office setting shall be done only in accessible areas if it can be done without the risk of damage to property. LANDLORD shall not move personal items and electronic equipment to clean or dust. LANDLORD shall trash only waste receptacles and items in common areas that are clearly 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.
Spot 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-Annual: 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 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

Daily: Sanitize drinking fountains.
Spot check interior stairwells.
Remove unapproved 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 one (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, and to communicate with LANDLORD on postings of work which may affect the building tenants or building operations. TENANT will also designate at least one (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. Arrange and pay for recycling of confidential materials.
 - c. Ensure recyclables do not contain contaminating materials.
 - d. Use recycling containers and equipment only for designated recycling purposes.
 - e. Direct general waste and recycling questions to LANDLORD's Building Manager or designee.
 - 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 jurisdictions 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 15th of January the subsequent calendar year for which the recycling took place.

F. WASTE PREVENTION, ENERGY CONSERVATOIN AND USE OF UTILITY SERVICES Heating, ventilation and air conditioning, electrical, water and sewage (please refer to DUTIES OF LANDLORD, 2.Utlity Services).

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.

3. TENANT will ensure optimal use 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.

4. 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.

5. TENANT will provide reasonable accommodations for LANDLORD to perform scheduled after hour outages.

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 are 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 LANDLORD's Service Line to request access.

3. TENANT agrees to consider all common areas in the building not located within the Leased Premises including entrances and lobbies, 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

LANDLORD's Service Line for more information regarding special events and rules governing them.

4. TENANT agrees that 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 agreed 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 areas.

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

7. TENANT shall fund any additional pest control services outside the regular maintenance program. To aide with pest management, TENANT shall keep all food items in sealed containers.

8. 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.

9. 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 operate, maintain, repair, replace and 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 duress 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 accordance with DUTIES OF LANDLORD, A.1. Building Management Services as it pertains to carpet, interior decoration and window treatments.

M. COMMUNICATION

1. 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.

2. TENANT shall forward LANDLORD's communication to TENANT agency team members as appropriate.

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 January 1, 2017. 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, scooters or segways are not allowed inside the buildings or tunnels.

P. CONTENT LIABILITY AND INSURANCE Liability for damages to TENANT property is at TENANT's discretion and cost in all instances, including but not limited to, natural disasters, protests, fire and damage from building system failures.

Q. PLANTS TENANT shall ensure that all plants are properly maintained. TENANT will be responsible for any damages or air quality issues as a result of plants.

R. EMERGENCIES

1. TENANT is responsible for all emergency communications, including evacuation plans, routes, drills, etc.

2. In accordance with M.S.16B.04 subdivision 2 (4) and 2 (5) and M.S.16B.24 subdivision 1 and in the event of a LANDLORD declared emergency, TENANT hereby agrees that any vacant office or meeting spaces within its Leased Premises may be temporarily reassigned to other agencies until the emergency is declared satisfied by the Commissioner of Administration. Lease billing adjustments for the temporarily reassigned space will be made accordingly by the LANDLORD.

S. ANIMALS Animals are not allowed inside LANDLORD managed facilities.

T. ADA ACCOMMODATIONS Animals, equipment and materials that are necessary to provide reasonable accommodations must be approved by TENANT agency's Human Resources and LANDLORD.

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: Carrie Chesbrow
(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.

Interagency Agreement

State of Minnesota
SWIFT Contract No: 170413
SWIFT Purchase Order No: 3-65805

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, 2019, 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, 2021, 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 set by the Department of Administration and approved by Minnesota Management and Budget. The FY20 rates that are effective as of July 1, 2019 are listed in Attachment A which is attached and incorporated into this contract.

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, not more often than monthly, and within 30 days of the period covered by the invoice for work satisfactorily performed. Final invoices must be received no later than August 30, 2020, and August 30, 2021.
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, DPS Mail Services Supervisor, 445 Minnesota St, Saint Paul MN 55101 651-201-7648, 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 651-201-3149, 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: Carolyn A. Neels

Date: 3/4/2020

2. Department of Administration

By: C. A. Neels
(with delegated authority)

Title: Director, FMI

Date: 3/5/20

3. Department of Public Safety

By: [Signature]
(with delegated authority)

Title: DVS Director

Date: 3/6/20

ATTACHMENT A
RATE SHEET

FY20 Rates Effective July 1, 2019

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 2020**

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 agencies to provide legal services; and

WHEREAS, the Department of Public Safety (DPS) needs legal services in order to administer and deliver its programs in Minnesota;

NOW, THEREFORE, IT IS AGREED:

1. **Scope:** DPS agrees to pay the Attorney General's Office (AGO) in FY 2020 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 \$133.00 for attorney services and \$85.00 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 his 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, 2019.
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, 2019.

Each billing report will typically include two (2) complete pay periods. Billing reports may contain (3) complete pay periods in certain months or less than (2) complete pay periods at the beginning and end of the fiscal year. 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 to DPS 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 DPS Chief Financial Officer Larry Freund.

APPROVED:

DEPARTMENT OF PUBLIC SAFETY

By: Larry Freund
Title: CFO
Date: 10/1/19

**OFFICE OF THE ATTORNEY
GENERAL**

By: David J. Vozjt
Title: Deputy Attorney General
Date: 10-2-19

**MINNESOTA MANAGEMENT AND
BUDGET**

By: [Signature]
Title: Deputy Commissioner
Date: 10/4/19



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 envelope 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

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

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.

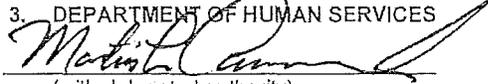
1. **STATE ENCUMBRANCE VERIFICATION**

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

Signed:  Rita Strafeldae

Date: 9-20-18

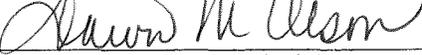
3. **DEPARTMENT OF HUMAN SERVICES**

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 State of Minnesota

SWIFT Contract Number: 1166011

SWIFT Purchase Order Number: 3-62929

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, 2019 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, 2020.

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-six cents (\$0.36)** 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-six cents (\$0.36)** per combined stub and check processed. Further, DPS will pay DHS a sum of **fifty-one cents (\$0.51)** 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, 2020. 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

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

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.

INTENTIONALLY LEFT BLANK

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Carolee Ahles

Date: 10/21/2019

3. DEPARTMENT OF HUMAN SERVICES

By: Martin L. Cannon
(with delegated authority)

Title: Financial Operations Director

Date: 8-14-2019

2. DEPARTMENT OF PUBLIC SAFETY; DRIVER AND VEHICLE SERVICES

Signature: Alice Emma Corrie

Printed Name: Alice Emma Corrie

Title: Driver and Vehicle Services Director

Date: 10/21/19



State of Minnesota Interagency Agreement

SWIFT Contract #161569

This Agreement is between the Minnesota Department of Public Safety, acting on behalf of the Minnesota State Patrol ("MSP"), and the Department of Military Affairs, (DMA)

Agreement

1 Term of Agreement

- 1.1 **Effective Date.** July 1, 2019, or on the date the MSP obtains all required signatures under Minnesota Statutes § 16C.05, subdivision 2.
- 1.2 **Expiration Date.** June 30, 2021, or until all obligations have been satisfactorily fulfilled, whichever comes first.

2 Scope of Agreement

This agreement will provide for the use of ground, facilities, supplies and services at Camp Ripley for training related activities by MSP which will be scheduled in advance for appropriate services as required by MSP for each training event. Upon satisfactory negotiation by MSP and DMA, DMA will provide a written quote to MSP. Based on the written quote, MSP will provide an approved Purchase Order to DMA for the use of the negotiated grounds and facilities and in advance of each use of the ground and facilities at Camp Ripley.

MSP shall obtain all necessary permits and licenses required for its activities. MSP shall obtain adequate insurance coverage for persons and property associated with activities conducted pursuant to this agreement.

MSP shall be responsible for internal security of personnel and property within the areas assigned to it. MSP shall accept full responsibility for the conduct of all MSP employees and other individuals invited by MSP admitted to Camp Ripley pursuant to this agreement. MSP shall immediately report any violation of the laws, ordinances, rules or regulations, including the Camp Ripley Regulations, to the Camp Ripley Security Force at the Main Gate or Building 2-299, Ext. 7339.

In the event that any property of the United States or State of Minnesota is damaged or destroyed by the MSP in Camp Ripley, the MSP shall pay an amount sufficient to compensate for the loss sustained by the United States or the State of Minnesota by reason of damages to, or destructions of government property.

No liability for loss of MSP's personal property resulting from fire, tornado, civil disorder, theft or any cause whatsoever is the responsibility of MSP except as may be attributed to DMA's negligence, acts or omissions as determined by a court of law.

MSP shall vacate the grounds and facilities assigned to it and restore the grounds and facilities to as good order and condition as that existed upon its arrival.

No Smoking is allowed on the Camp Ripley premises pursuant to Minnesota Statutes § 16B.24, Subd. 9.

All notices, or communications between MSP and DMA shall be deemed sufficiently given or rendered if in writing or 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

MSP will pay DMA for the use of grounds, facilities, supplies and services in accordance with the written quote amount for each event. The total obligation of MSP for all compensation and reimbursement to DMA under this agreement will not exceed Eight Hundred Fifty Thousand Hundred and 00/100 Dollars (\$850,000.00)

Invoice for each training session must be submitted no later than thirty (30) calendar days following the completion of each training session. Final invoice for State FY20 must be received no later than July 15, 2020. Final invoice for State FY21 must be received no later than July 15, 2021.

4 Conditions of Payment

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

5 Authorized Representatives

MSP Authorized Representative is the person below, or his successor:

Name: Andrew Thelen, Lieutenant, Training & Development
Address: Dept. of Public Safety; Minnesota State Patrol
1900 W County Road I
Shoreview, MN 55126
Telephone: 651-757-1911
Email Address: Andrew.thelen@state.mn.us

DMA Authorized Representative is the person below, or his successor:

Name: Donald Kerr, Executive Director
Address: Department of Military Affairs
20 12th Street West
Saint Paul, MN 55155
Telephone: 651.268.8913
Email Address: Donald.j.kerr2.nfg@mail.mil

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

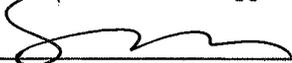
Each party will be responsible for its own acts and behavior and the results thereof.

8 Termination

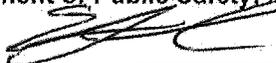
Either party may terminate this Agreement at any time, with or without cause, upon 30 days written notice to the other party.

THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK

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

By: 
Date: 7/18/19

3 **Department of Public Safety: Minnesota State Patrol**

By: 
(with delegated authority)
Printed Name: Mark Lamber
Title: Chief
Date: 7-9-19

2 **Department of Military Affairs**

By: KERR.DONALD.JOHN.1138993198 Digitally signed by
KERR.DONALD.JOHN.1138993198
Date: 2019.07.17 16:56:33 -05'00'

(with delegated authority)

Printed Name: Donald J. Kerr
Title: Executive Director
Date: 17 July 2019

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

This agreement is between the Minnesota Departments 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, 2019, 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, 2021, 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, 2019 by the DNR or all services will be stopped as of June 30, 2019

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 \$273,109.00 per fiscal year
- 3.1.2 For CAD connectivity, and annual fee of \$67,680.00 per fiscal year. The CAD fee is based on 188 mobile data computers at \$360 each per year.
- 3.1.3 Additional services or costs for technical support to resolve technical issues/concerns related to CAD and mobile data computers to 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 a the overtime rate of \$95.85 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 invoiced to the DNR for services satisfactorily performed. DPS shall invoice the DNR annually on December 1st, of each state fiscal year for each state fiscal year's services stated in this agreement.

The total obligation of DNR for all compensations and reimbursements to the DPS under sub-section 3.1.1 through 3.1.4 of the agreement will not exceed \$360,259.00 per fiscal year, for a total of \$720,518.00 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 Col Rodmen Smith, DNR/Enforcement Division, 500 Lafayette Road. 115, St. Paul, MN 55155, 651-259-5042 or his successor.

DPS's Authorized Representative is Major Bruce Brynell, MSP Central 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 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: 6/25/19

Contract 160384 / PO - 3-153800

2. MN Dept of Natural Resources - Enforcement

By: [Signature]
(With delegated authority)

Title: Assistant Director

Date: 6/25/19

3. MN Department of Public Safety

By: [Signature]
(with delegated authority)

Title: Assistant Chief

Date: 07-03-19

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, 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, 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

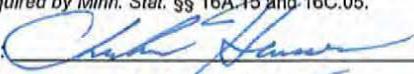
Each party will be responsible for its own acts and behavior and the results thereof.

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

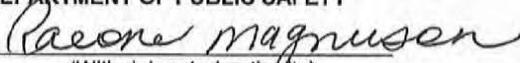
2. DEPARTMENT OF CORRECTIONS

By: 
(With delegated authority)

Title: Deputy Commissioner

Date: 4/11/16

3. DEPARTMENT OF PUBLIC SAFETY

By: 
(With delegated authority)

Title: Director

Date: 1-15-14

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 Jozefalda

Date: 5/12/17

SWIFT PO Number: 3000043543

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

By: Raeone Magnusen
(With delegated authority)

Title: Director

Date: 5/12/17

2. DEPARTMENT OF CORRECTIONS

By: [Signature]
(With delegated authority)

Title: Deputy Commissioner

Date: 5/9/2017

Interagency Agreement Amendment 2 State of Minnesota

SWIFT Contract Number: **101463**
SWIFT Purchase Order Number: **3000043543**

Agreement Start Date:	<u>07/01/2015</u>	Total Agreement Amount:	<u>\$576,000.00</u>
Original Expiration Date:	<u>06/30/2017</u>	Original Agreement:	<u>\$192,000.00</u>
Current Expiration Date:	<u>06/30/2019</u>	Previous Amendment(s) Total:	<u>\$192,000.00</u>
Requested Expiration Date:	<u>06/30/2021</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, 2019~~ June 30, 2021, 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 ~~Three hundred eighty four thousand and 00/100 Dollars (\$384,000.00)~~ Five hundred seventy six thousand and 00/100 Dollars (\$576,000.00)

REVISION 3. Clause 5, **Authorized Representatives**, is amended as follows:

- 5 DPS's Authorized Representative is ~~Raeone Magnuson~~ Kathryn Weeks, Executive Director, Office of Justice Programs, 445 Minnesota Street, Suite 2300, Saint Paul, MN 55101, 651-201-7305, ~~raeone.magnuson@state.mn.us~~ kathryn.weeks@state.mn.us, or her successor.

DOC's Authorized Representative is ~~Ron Solheid~~ Sarah Walker, Deputy Commissioner, 1450 Energy Park Drive, Suite 200, Saint Paul, MN 55108, 651-361-7234 ~~651-361-7226~~, ~~ron.solheid@state.mn.us~~ sarah.walker@state.mn.us, or his her successor.

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: 7/22/2019

SWIFT PO Number: 3000043543

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

By: 
(With delegated authority)
Title: Executive Director
Date: 5/17/19

2. DEPARTMENT OF CORRECTIONS

By: 
(With delegated authority)
Title: Deputy Commissioner
Date: 5/17/19



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	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.

3.2 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

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

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 Strupella

Date: 8/7/18

SWIFT Purchase Order Number: 55429 - Plates
55430 - Bar Code Freight & Storage

2. DEPARTMENT OF CORRECTIONS; MINNCOR INDUSTRIES

By: Dino O. Milton
(with delegated authority)

Title: CEO

Date: 8/29/18

3. DEPARTMENT OF PUBLIC SAFETY; DRIVER AND VEHICLE SERVICES

By: Arnon M. Olson
(with delegated authority)

Title: DVS Director

Date: 9/4/18



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: 5/27/19

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

**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.

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

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

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

**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). Mn.DOT 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 1st 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: *Alvin M Olson*
Title: DVS Director
Date: 6/15/16

**MINNESOTA DEPARTMENT OF
TRANSPORTATION**

By: *Mark P. Burns*
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: *Janice Rudebusch*
Date: 6/15/16
SWIFT
Contract # 110737

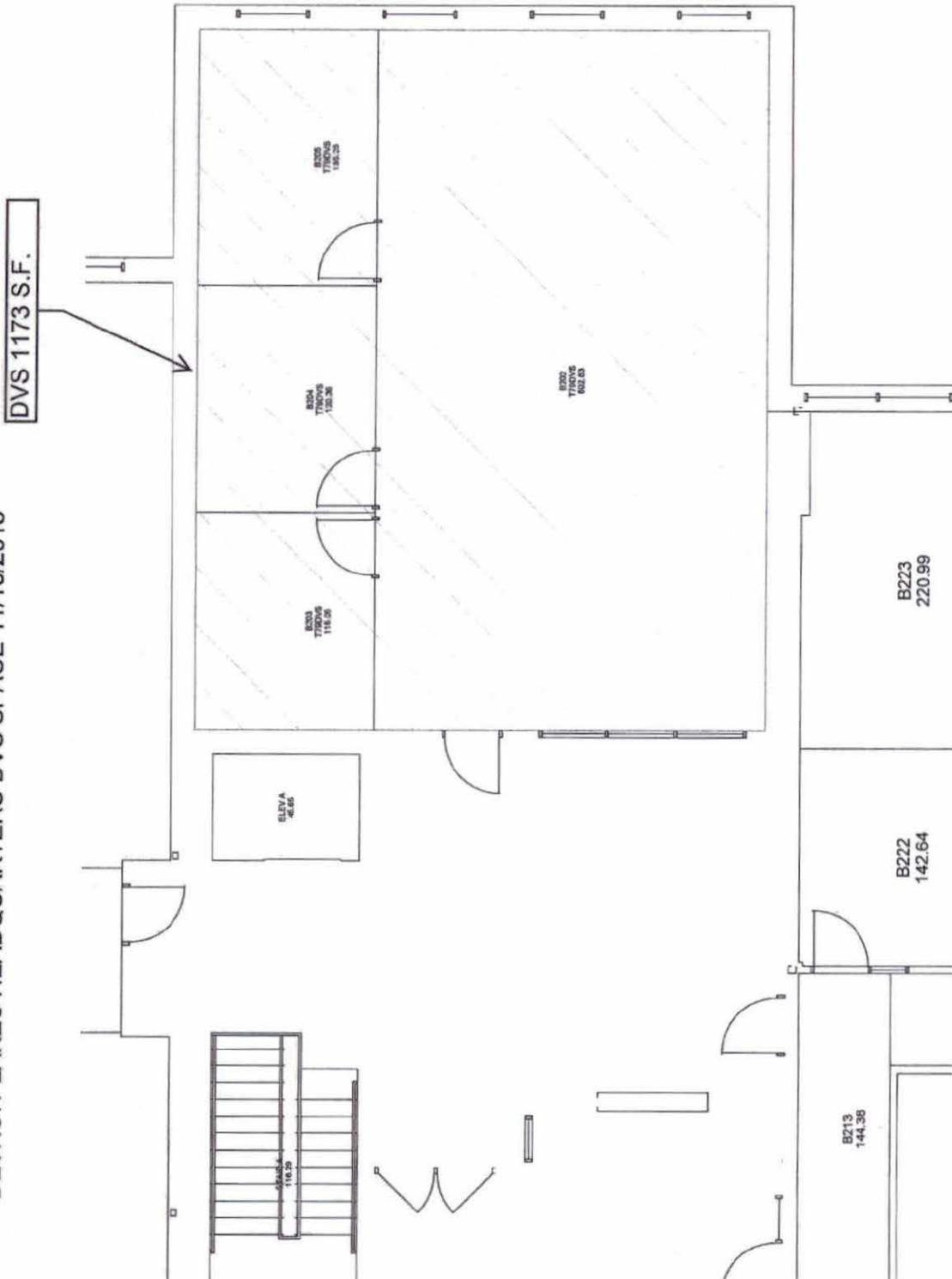
~~COMMISSIONER OF ADMINISTRATION~~

MnDOT Contract Management

By: *Ryan Hauke*
Date: 6/21/16

SWIFT
Purchase
Order # 3000040960

DETROIT LAKES HEADQUARTERS DVS SPACE 11/19/2015



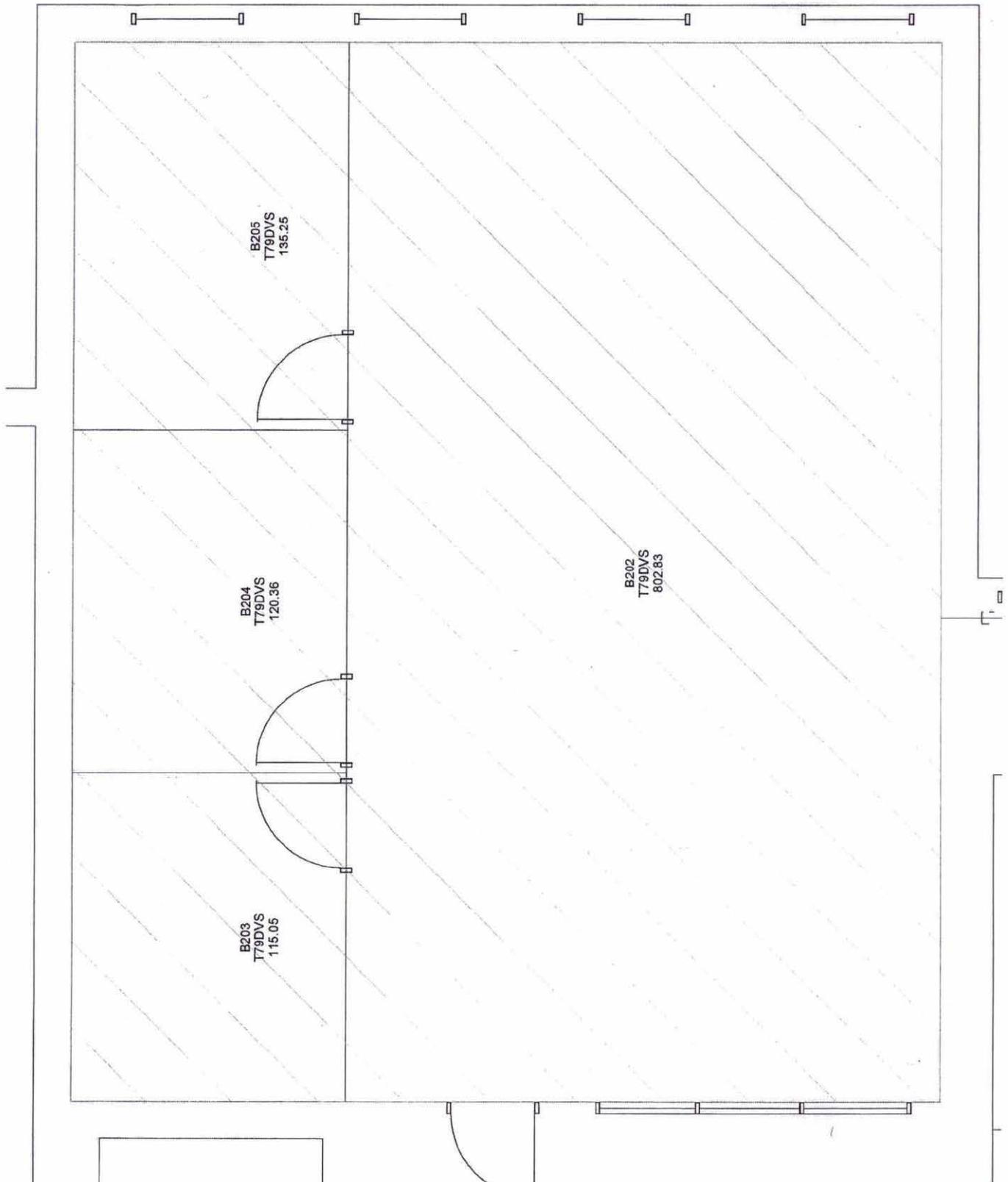


Exhibit B
 Estimated Cost/Rent for
 LEASED SPACE

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
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		

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	<u>2,867,381.24</u>
TOTAL	<u>\$50,330,662.09</u>

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>
Total Reimbursement	<u>\$15,359,167.35</u>

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

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

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: *Sam Jerns*

Date: 12/22/15

SWIFT Purchase Order Number: 300038412

Mn/DOT

By: *Robert Khan*
(with delegated authority)

Title: Assistant Commissioner – State Aid

Date: 12/21/15

**DEPARTMENT OF PUBLIC SAFETY;
EMERGENCY COMMUNICATION NETWORKS**

By: *Jacqueline Morris*

Title: Director

Date: 12/22/15

Mn/DOT CONTRACT MANAGEMENT

By: *[Signature]*

Date: Dec 21, 2015

**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 per Year	Cost per year	Monthly 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	

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}CDL testing area.

5.3 MnDOT and DPS-DVS shall work together to schedule dates for use of the space for DPS-DVS' testing.

AJ 10/20/15
perm 10/7/15

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

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

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 Tebor
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

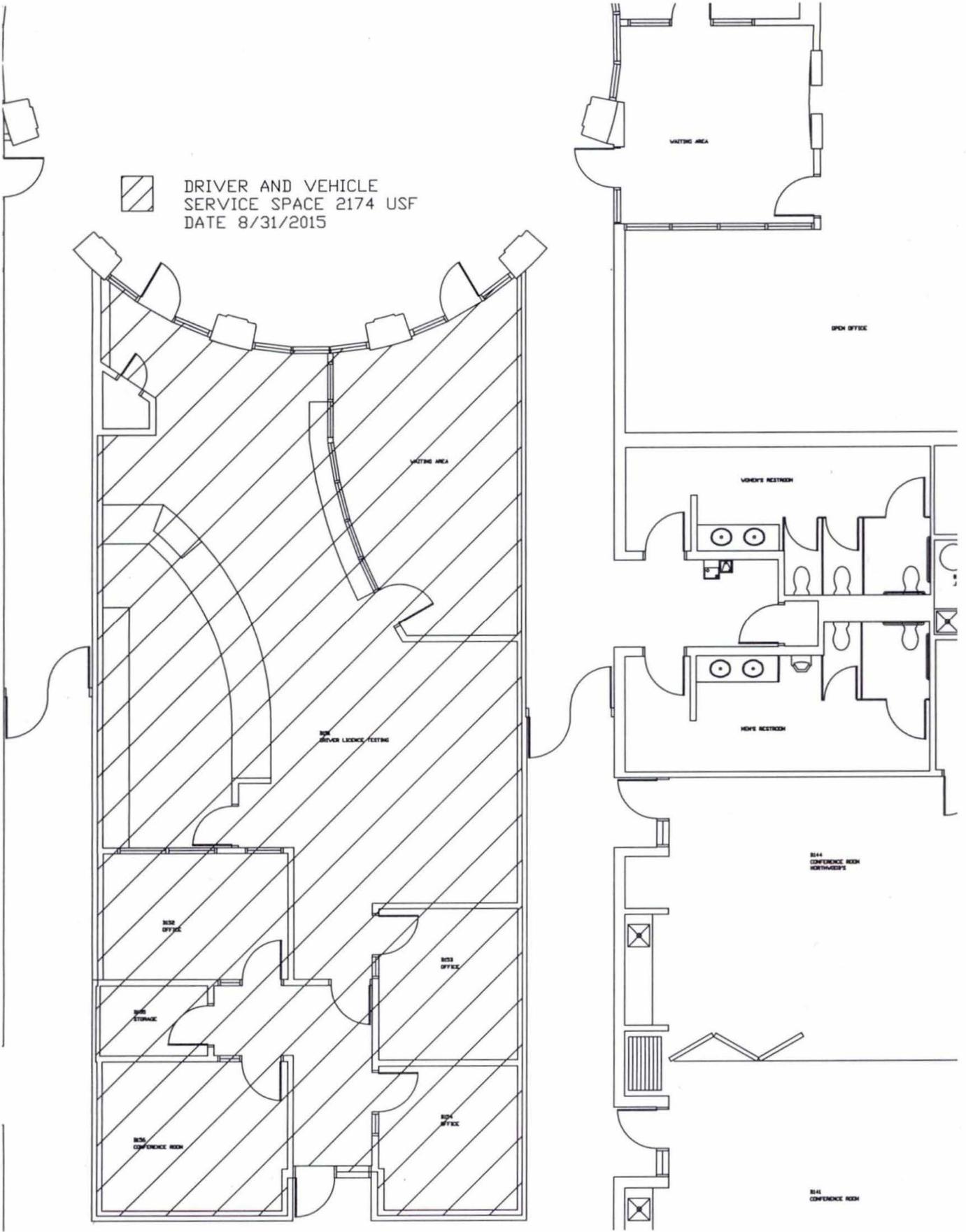
By: Jane Johnson
Date: 9-29-15
SWIFT Contract # 101079

By: [Signature]
Date: 10-20-15

SWIFT Purchase Order # 3000636840

10

 DRIVER AND VEHICLE
SERVICE SPACE 2174 USF
DATE 8/31/2015



STATE OF MINNESOTA
INTERAGENCY PARTNERSHIP CONTRACT
Between
DEPARTMENT OF TRANSPORTATION
And
DEPARTMENT OF PUBLIC SAFETY
For
USE OF SPACE

This contract 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 contracts; and
2. Under Minnesota Statutes Section 174.02, subdivision 6, the Commissioner of Transportation may enter into contracts 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. A contract 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 contract.

Notes

Regional Transportation Management Center (RTMC) and Southern Regional Communications Center (SRCC) facilities:

This contract does not currently (July 1, 2019) 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. Additional consideration of these facilities will be incorporated into this Contract by a supplemental contract as necessary.

Abandoned DPS dispatch space:

This contract does not currently (July 1, 2019) 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 Use of Space Contract document shall be reviewed to incorporate any space related contracts.

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CONTRACT

1. Term of Contract; Attachment

- 1.1. *Effective date:* July 1, 2019, or the date all required signatures have been obtained under Minnesota Statute Section 16C.05, subdivision 2, whichever is later.
- 1.2. For payment purposes use of space costs will begin accruing and will be paid from the effective date of July 1, 2019.
- 1.3. *Expiration date:* June 30, 2021, or until terminated, whichever occurs first.
- 1.4. *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 MSP 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 MSP. 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 contract is Tiffany Dagon, Building Services Director, Office of Maintenance, 395 John Ireland Blvd, MS 715, 651-366-3573, tiffany.dagon@state.mn.us or her successor.
- 2.2. DPS' authorized representative for purposes of administering this contract is Major Christopher Erickson, 445 Minnesota St, Suite 130, 651-201-7145, christpher.erickson@state.mn.us or his successor.

3. Space Use Attachment

- 3.1. Attachment A ("Attachment"), which is attached and incorporated into this contract 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 contract 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 contract, or their successors in the office. **Changes to the Attachment or this contract shall require an amendment to this contract.**
- 3.4. Rates for the biennium of this contract may not be increased. Should rates need to be increased for future bienniums of this contract, 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 a contract, an amendment is required to extend the current contract to a date certain at the rate of the current contract.
- 3.5. A reduction or increase in the square footage identified in 3.1 shall necessitate an amendment to the contract 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, either at the MnDOT Training Center in Arden Hills or in other MnDOT facilities, are not included in this contract, 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 provide custodial services to MSP space in MnDOT Truck station or weigh scale 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 MSP 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 a Facility Manager as a 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 Facilities 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. Such use shall be requested from and coordinated with the Facility Manager prior to use.
- 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.
- 6.3. MnDOT shall be compensated for any damage or staff overtime resulting from the uses described in 6.1 and 6.2.

7. Appeal Process

- 7.1. Either party may appeal a decision or action under this contract. 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 contract. A final appeal may be made to the Partnering Executive Group consisting of the Lieutenant Colonel of DPS and the Assistant Commissioner 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 contract, DPS shall pay MnDOT based on annual costs stated below:

\$841,974.05: For 7/1/2019 through 6/30/2020

\$850,393.79: For 7/1/2020 through 6/30/2021 (1% 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 contract.
- 9.3. Note: Quarterly payments to MnDOT and the total annual amount for each state fiscal year of this contract are adjustable to actual DPS occupancy dates of space, and shall require an amendment to this contract.
- 9.4. DPS shall make payments, referencing MnDOT contract 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

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 contract. The liability of the MnDOT and DPS is governed by Minnesota State Statute 3.736.

11. Audit

- 11.1. Under Minnesota Statutes 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices of MnDOT and DPS relevant to this contract are subject to examination by MnDOT, DPS and/or the Legislative Auditor for a minimum of six years from the end of this contract.

12. Termination

- 12.1. This contract 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.
- 12.2. DPS agrees that at the termination of this contract 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. Alternations 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 contract without the prior consent of the other party and a fully executed assignment contract, executed and approved by the same parties who executed and approved this contract, or their successors in office.
- 13.2. *Amendments*: Any amendment to this contract shall be in writing and shall not be effective until it has been executed and approved by the same parties who executed the original contract, or their successors in office.

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/Wi-Fi, 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 contract are as follows:
 - a. Heating temperatures shall be set at the following maximum temperatures during normal working hours:
 - i. 72°F for all occupied areas.
 - ii. Temperature settings for all the above referenced space 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.
 - iii. 55°F to 60°F for all unoccupied spaces.
 - b. Cooling temperatures shall be set at the following minimum temperatures during normal working hours:
 - i. 75°F for all occupied areas.
 - ii. Temperature settings for all the above referenced space 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 contract, air-handling systems shall operate as required to maintain occupied space temperatures.

Electrical

- 14.5. MnDOT shall provide the premises identified in contract 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 contract 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 is to be approved in accordance with the provisions of this contract 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. 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 contract 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 contract 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 contract 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 contract.
 - a. MnDOT's Facility Manager 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 modify the condition of the physical and/or operational characteristics of the premises identified in contract. 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 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 contract. 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/MSP provides scope of work to the MnDOT District, or directly to the Building Services Section (BSS) for non-district facilities.
- MnDOT District approves and submits scope of work to the BSS in the Office of Maintenance, to determine estimated project cost.
- When required, an application shall be submitted to the Division of Labor and Industry (DOLI) for review.
- b. 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.
 - c. 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/MSP and MnDOT that can make financial commitments for their agency).
 - 1. Standard submittal package to include:
 - (a) Project scope
 - (b) Project estimated duration (concept to close out)
 - (c) Preliminary construction estimate (current year)
 - (d) BSS project management/program delivery costs for consultant or in house design and construction administration.
 - ii. Executive Board determines:
 - 1. If the project moves forward.
 - 2. BSS program delivery funding (including funding year)
 - 3. Project construction funding sources (including funding strings and year)
 - d. 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/MSP and MnDOT that can make financial commitments for their agency).
 - 1. Standard submittal package to include:
 - (a) Project scope
 - (b) Project estimated duration (concept to close out)

- (c) Preliminary construction estimate (current year)
 - (d) BSS project management/program delivery costs for consultant or in house design and construction administration.
 - (e) 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:
 - 1. If the project moves forward
 - 2. Which Agency will make the funding request to the Legislature
 - 3. BSS program delivery funding (based on MnDOT's involvement).

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, and remodeling or renovation work being initiated or coordinated by MnDOT in the premises identified in contract or building. All work shall be in accordance with the Governor's Environmental Sustainability directives.

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 by DPS shall be made from MnDOT sample selections. If DPS desires to replace carpet prior to it reaching its life cycle, 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 life cycle 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 prior to the paint reaching its life cycle, 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 life cycle 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 to replace an exterior window treatment prior to it reaching its life cycle, 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 re place 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 basis 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 DPS/MSP, 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 the MnDOT District Facility Manager in advance of any issues regarding maintenance, construction, renovation, and remodeling. Work shall not proceed until approved in writing by MnDOT
- 19.2. If an issue is not resolved appropriately, DPS may use the appeal process identified in Section 7 of this contract.
- 19.3. Identification in this contract of space for DPS within MnDOT facilities is the responsibility of 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 deviation from this schedule may occur based on available resources and/or extenuating circumstances.

- 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
- a. Clean/sanitize restrooms, showers and locker rooms. To include all fixtures, containers, benches, doors and floors. Restock supplies.
 - b. Clean & mop all hard floors in entrances, lobbies, elevators, stairwells, halls and offices.
 - c. Vacuum carpet in high traffic areas.
 - d. Empty all trash containers and take out material marked as trash.
 - e. 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.
 - f. Spot clean ceiling, walls, floors, doors, windows, furniture and equipment as needed.

- 20.3. Weekly cleaning
 - a. Vacuum carpet in all areas, spot clean as needed. Sweep and mop all stair risers.
 - b. Dust common areas.
 - c. Buff/burnish hard floors, refinish as needed.
- 20.4. Semi-annual cleaning
 - a. Clean HVAC supply and return grills.
 - b. Wash windows in/out.
- 20.5. Annual cleaning
 - a. Shampoo carpets.

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 Manager.

- 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 contract.

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 contract. 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 PUBLIC SAFETY

Approved DocuSigned by:
By: *Rochelle Schrofer*
Title: 1BB18A04C5DD4E1...
Date: 5/21/2020

MINNESOTA DEPARTMENT OF TRANSPORTATION

Approved
By: _____
Title: _____
Date: _____

STATE ENCUMBRANCE VERIFICATION

By: *Susan K. Lee*
Date: 5/21/2020
SWIFT Contract No. _____
Purchase Order ID No. _____

MNDOT CONTRACT MANAGEMENT

By: _____
Date: _____

Minnesota Space Measurement Standards

USABLE SQUARE FEET

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.
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.
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 contract 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.

Minnesota Department of Transportation						
Space Location and Type	Who	SQ. FT.		Charged	Not Charged	
District 1						
Duluth HQ - T7910090221						
Office Space	MSP2700	4,029	Includes Old dispatch space of 660 sq. ft./ Reduced space of 4286 by 257 sq. ft. with removal of lunch/conference room Revised 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
Virginia HQ - T7915090123						
Office Space	MSP3100	4,796	Includes Old dispatch space of 1522 sq. ft. figures revised upward by 9sq ft to reflect 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
Carlton S.B. 35 - T7910090284						
Office Space	MSP2700	352		352		
Office Space	CV4750	459	Rest of building 374 sq. ft. restrooms and mechanical		459	
Heated Storage						
Cold storage						
Yard Storage						
Secured Yard Storage						
Parking Space						
Thompson Hill Patrol Building - T7910092141						
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
Saginaw Scale - T7910092125						
Office Space	CV4750	866	Changed from 844 to match Archibus drawing total 1/24/14		866	
Heated Storage	CV4750	818	Changed from 801 to match Archibus drawing 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						
Kettle River Rest Area - T7910095105						
Office Space	MSP2700	132			132	
Heated Storage						
Cold storage						
Yard Storage						
Secured Yard Storage						
Parking Space						
General Andrews Rest Area - T7910095106						
Office Space	MSP2700	132			132	
Heated Storage						
Cold storage						
Yard Storage						
Secured Yard Storage						
Parking Space						
Totals						
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					
Hallock 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
District 3B					
St Coud HQ - T7935090735					
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. #90787 Patrol Post Building - 211 sq. ft.	4,183	
Yard Storage	MSP2600	16,010		16,010	
Secured Yard Storage	MSP2600	10,090		10,090	
Parking Space					
Buffalo TS - T7935090753					
Office Space					
Heated Storage	MSP2600	172	On mezzanine. No charge by agreement??		172
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Monticello TS - T7935090742					
Office Space					
Heated Storage					
Cold storage					
Yard Storage	MSP2600	540	Proposed Command Vehicle Parking		540
Secured Yard Storage					
Parking Space	MSP2600	1			1
Central Minnesota TIC - T7935095360					
Office Space	MSP2600	99			99
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Enfield Rest Area - T7935095354					
Office Space	MSP2600	121			121
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Sauk Centre TS - T7935090772					
Office Space	MSP2600	121		121	
Heated Storage	MSP2600	170		170	
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space	MSP2600	1			1
Totals					
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
District 4					
Detroit Lakes HQ - T7940090616					
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 50/50, 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					
Morris HQ - T7945090820					
Office Space	MSP2600	114		114	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Alexandria TS - T7945090818					
Office Space	MSP2900	216	On mezzanine	216	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Fergus Falls TS - T7940090615					
Office Space	MSP2900	184		184	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Red River Weigh Scale - T7940092054					
Office Space	CV4760	2,501			2501
Heated Storage	CV4760	2,145			2145
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Totals					
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
District 6A					
Rochester HQ - T7960091225					
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	4,113	841
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
Preston TS - T7960091216					
Office Space	MSP2100	184		184	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Winona TS - T7960091218					
Office Space	MSP2100	211		211	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Totals					
Office Space	MSP2100	5,349		4,508	841
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
District 6B					
Owatonna HQ - T7965091327					
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
Albert Lea TS - T796509132719					
Office Space	MSP2100	372		372	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Red Wing TS - T7965091354					
Office Space	MSP2100	148		148	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Totals					
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
District 7W					
Windom HQ - T7975091445					
Office Space	MSP2300	252		252	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space	MSP2300	1			1
Luverne TS - T7975091609					
Office Space	MSP2300	55	2 desks in a shared office area	55	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
St James TS - T7975091632					
Office Space	MSP2200	170	Revised from 172 to match Archibus	170	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Worthington Weigh Scale - T7975092119					
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					
Jackson Truck Station - T7965091616					
Office Space					
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space			1 Parking space????? See MSP Space and 1 Location report		1
Totals					
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
District 8					
Marshall HQ - T7980091523					
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
Hutchinson TS - T7980091030					
Office Space	SP	283		283	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Pipestone TS - T7980091542					
Office Space	SP	253		253	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Totals					
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
District Metro					
Golden Valley HQ - T7990090931					
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					
Oakdale HQ - T7990091138					
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
RTMC - T7990091195					
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					
Maple Grove TS - T7990090992					
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					
Maplewood TS - T7990091117					
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					
Chaska TS - T7990090926					
Office Space	MSP2500	101			101
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					

Maryland Ave TS - T7990091165				
Office Space	MSP2400	140		140
Heated Storage				
Cold storage				
Yard Storage				
Secured Yard Storage				
Parking Space				
Daytonport Weigh Scale - T7990092139				
Office Space	CV4730	565		565
Heated Storage				
Cold storage				
Yard Storage				
Secured Yard Storage				
Parking Space				
First Building - T7990090906				
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				
Elm Creek Rest Area - T7990095500				
Office Space	MSP2500	189		189
Heated Storage				
Cold storage				
Yard Storage				
Secured Yard Storage				
Parking Space				
St Croix Rest Area - T7990095903				
Office Space	MSP2400	427		427
Heated Storage				
Cold storage				
Yard Storage				
Secured Yard Storage				
Parking Space				
St Croix Weigh Scale - T7990092129				
Office Space	CV4730	1,389		1,389
Heated Storage	CV4730	1,330		1,330
Cold storage				
Yard Storage				
Secured Yard Storage				
Parking Space				
SEE METRO DISTRICT TOTALS NEXT PAGE				

METRO DISTRICT TOTALS				
Totals				
Office Space	MSP2400	4,219		427
Heated Storage	MSP2400	180		180
Cold storage	MSP2400	1,781		
Yard Storage				
Secured Yard Storage				
Parking Space				
Patrol Parking Lot	MSP2400	6,882		6,882
Office Space	MSP2500	5,129		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		
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	
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	55,103	9,071
Heated Storage	SP	7,869	5,063	1923
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- other agreement	4,387	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				

**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 Mn/DOT 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 MetroWEAAccountsPayable.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) 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 23rd, 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			
	Effective:	February 20, 2015	Number: 15-30-013
	Subject:	UNIFORM AND EQUIPMENT ISSUE/TURN-IN (TROOPERS)	
	Reference:	General Orders 30-003, 30-008, and 30-010	
	Special Instructions:	Rescinds General Order 12-30-013	Distribution: 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								
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
ACCIDENT INVESTIGATION & DAILY USE				
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
AUTOMOTIVE TRUNK EQUIPMENT				
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		
BRASS + BADGES / MISC UNIFORM ACCESSORIES/ ID				
Breast Badge		2		
Badge Rank _____	09-	2		

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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, 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 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 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		

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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		

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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 • Power Cord		
Digital Recorder Model #: • Leather Case • Charging Base & Cord • USB Cable • Manual • XD Card		
Air Card • Phone #	ESN Hex:	ESN DEC:
Cell Phone Model: _____ • Phone # _____ • Charging Cable • 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:	
	-Magazines	N/A		3	Make & Model:
	-Ammunition	N/A		Varies	*Attach signed buy back form if firearm was purchased pursuant to General Order 30-007. Retain ammunition at district.
	-Carrying Case	N/A		1	
Handgun (Glock 27)	N/A	1		Serial Number:	
	-Magazines	N/A	2	Make & Model:	
	-Ammunition	N/A	Varies	*Attach signed buy back form if firearm was purchased pursuant to General Order 30-007. Retain ammunition at district.	
	-Carrying Case	N/A	1		
Rifle	N/A	1		Serial Number:	
	-Magazines	N/A	2	Make & Model:	
	-Ammunition	N/A	Varies	*Retain ammunition at district.	
Taser	N/A	1		Serial Number:	
	-Download Kit	N/A		Make & Model:	
	-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 #: _____ • W/2 Keys	N/A		N/A	
Video System (Circle One) • 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) • 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 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	\$18,690.18	\$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	\$189,903.90	\$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>For Minnesota Management & Budget Only</p> <p>Appropriate Class of Assignment: _____ (explain if necessary)</p> <p>Approved by: _____ Name _____ Date _____</p> <p>NOTE: Unless otherwise exempted, by all inter-agency agreements must be approved by Minnesota Management & Budget.</p>	<p>Payment Information</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 _____
--------------------------	------------



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

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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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 FY 18

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 Zabor

Title: Asst Division Director - Ops

Date: 8/1/17

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: CM

Date: 7-19-17

~~COMMISSIONER OF ADMINISTRATION~~

Office of Contract Management

Signed: Angela Freyler

Date: 8/1/17

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:

- a. 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.
- b. The aggregate amount of LESSEE's Rent payments for said same period.
- c. The difference, "Rent Adjustment," if any, between LESSEE's Rent paid and LESSOR's Actual Operating Costs.
- d. 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 445 Cedar St # 183 St Paul MN 55101 Ph. #: 651-201-7624	Joan Kopcinski 445 Cedar St # 183 St Paul, MN 55101 Ph. #: 651-201-7666
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LESSOR's Authorized Representative is as follows:

Carrie Miller 1500 West Co Rd B2 Roseville MN 55113 Ph. #: 651.234.7730 <u>Carrie.Miller@state.mn.us</u>	Mark Pavelch 1500 West Co Rd B2 Roseville MN 55113 Ph. #: 651.234.7731 <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.

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. Etes
Real Estate and Construction Services

Date AUG -15 2011

LESSEE
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER
acting for the benefit of the Department of Public
Safety

By Beverly H. Krom
Real Estate and Construction Services

Date JUN 30 2011

APPROVED:
STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION

By Scott L Z
Title Metro District Engineer

Date 7/22/11

APPROVED:
STATE OF MINNESOTA
DEPARTMENT OF PUBLIC SAFETY

By Larry Trumb

Title CFO

Date 6/30/11

STATE ENCUMBRANCE VERIFICATION

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

By Holly Kildin

Date 6/30/11

Contract No. SC = 28744

PO = FY12 funds

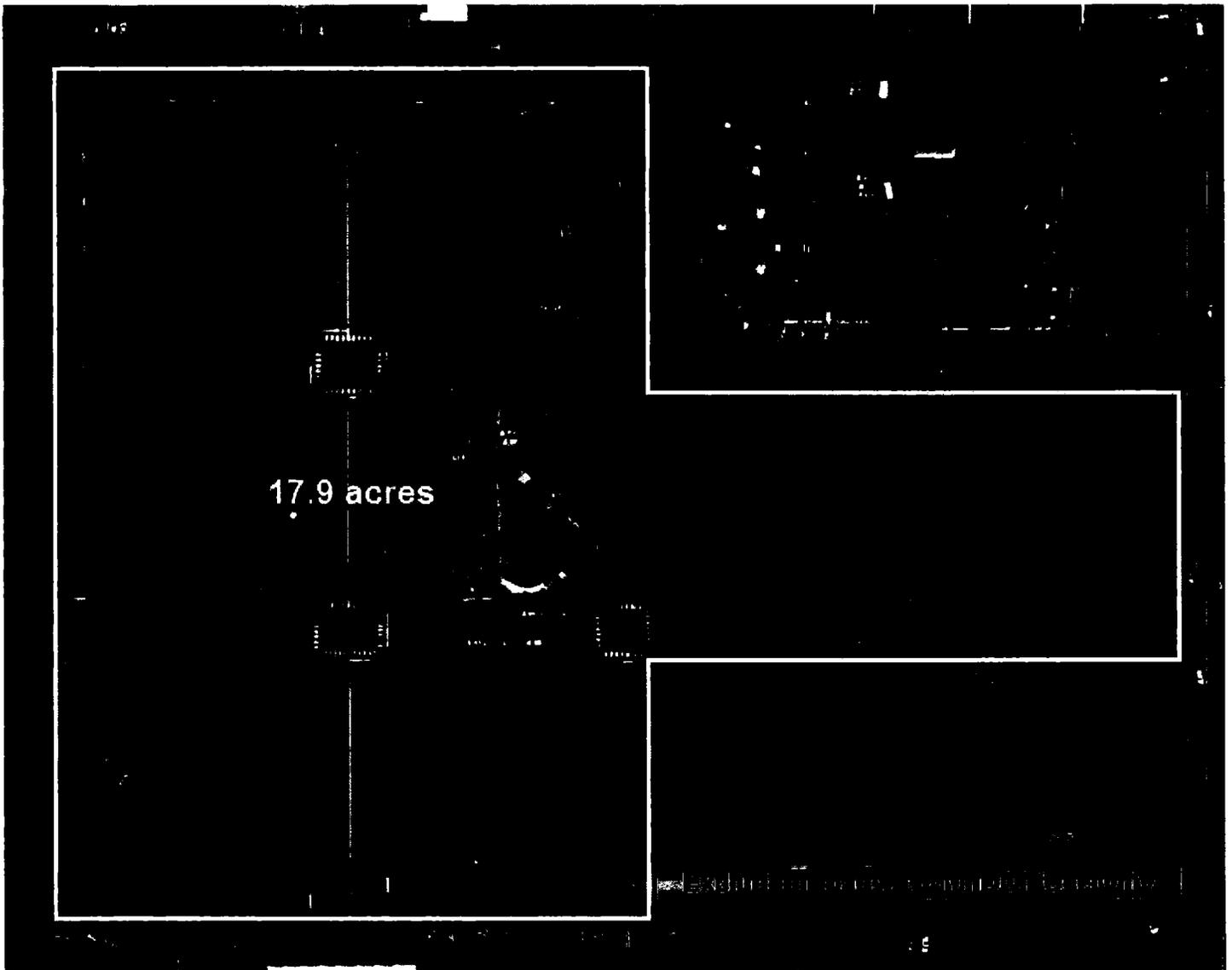
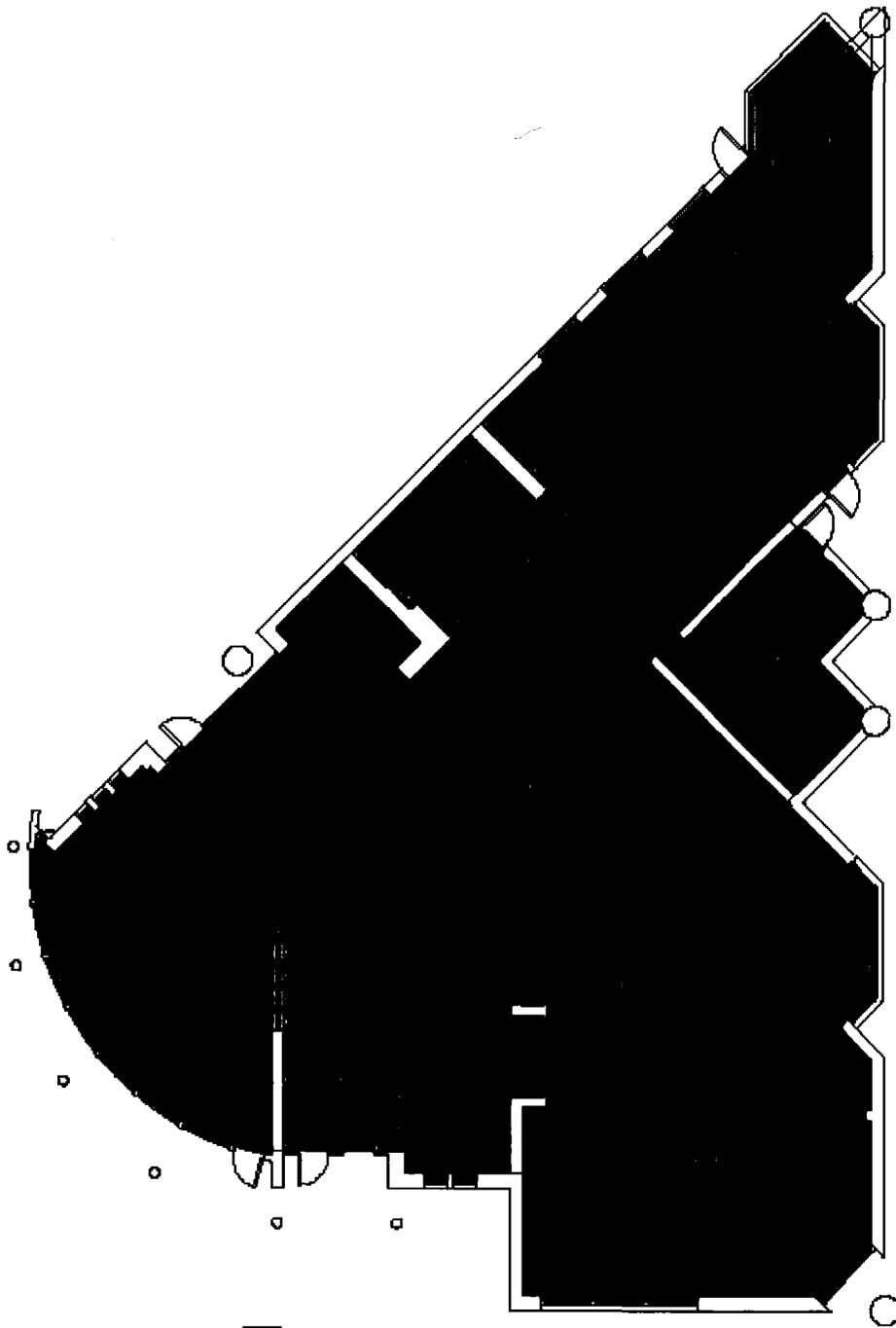


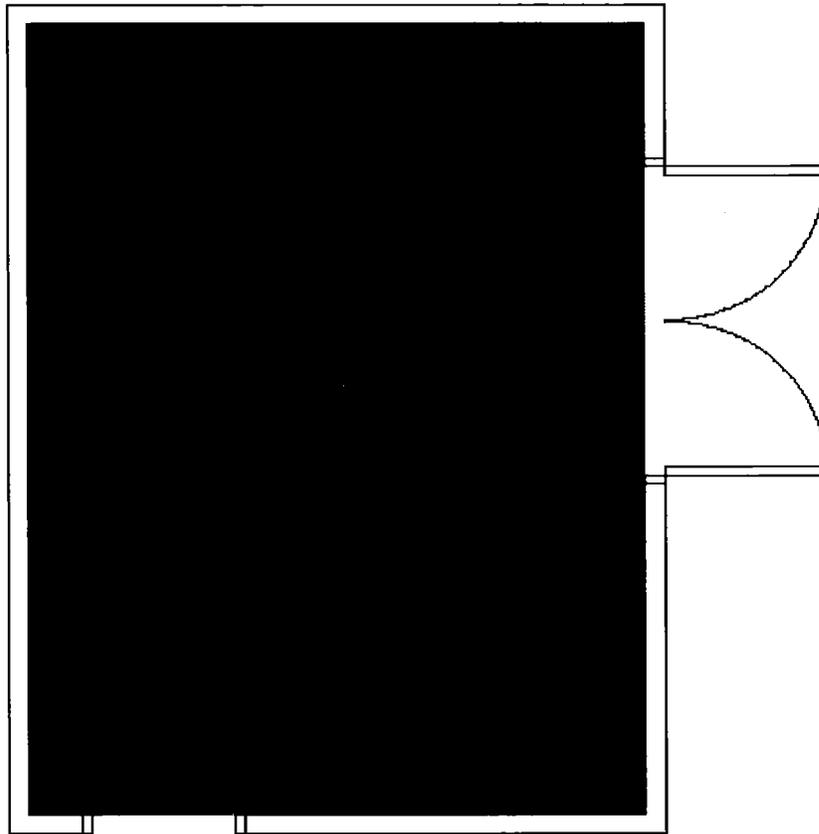
EXHIBIT A
LEASED PREMISES



■ - 6,130 USF
Date: 08/30/2010

WEST FLORIDA
POWER/ST-2000 POWER/ST-11
1/2000/2010

EXHIBIT B
MAIN DRIVER VEHICLE FACILITY



■ = 179 USF
Date: 08/30/2010

FIRST FLOOR—
PLYMOUTH—2455 FERNBROOK LN
T7900092047

EXHIBIT C

SHED

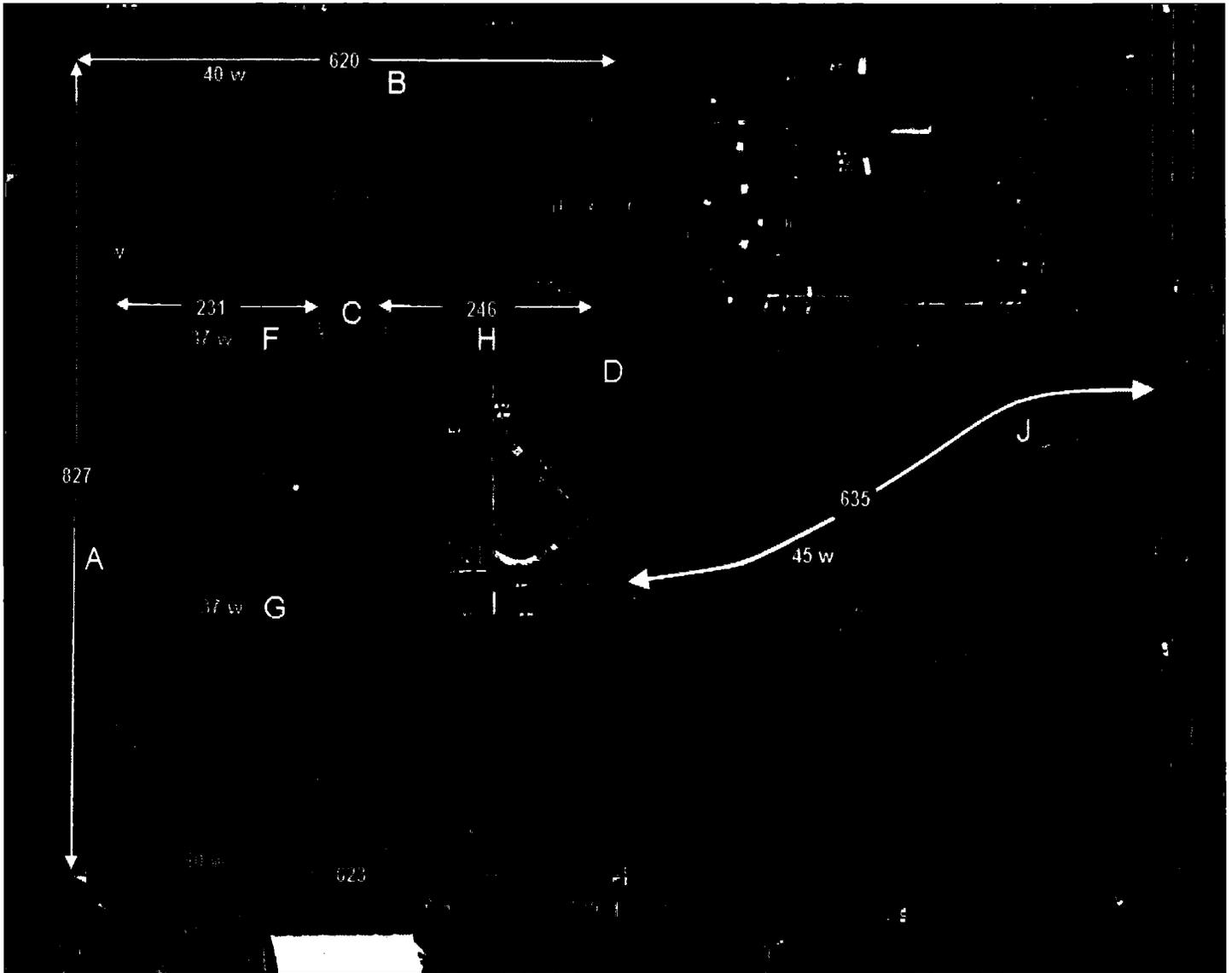
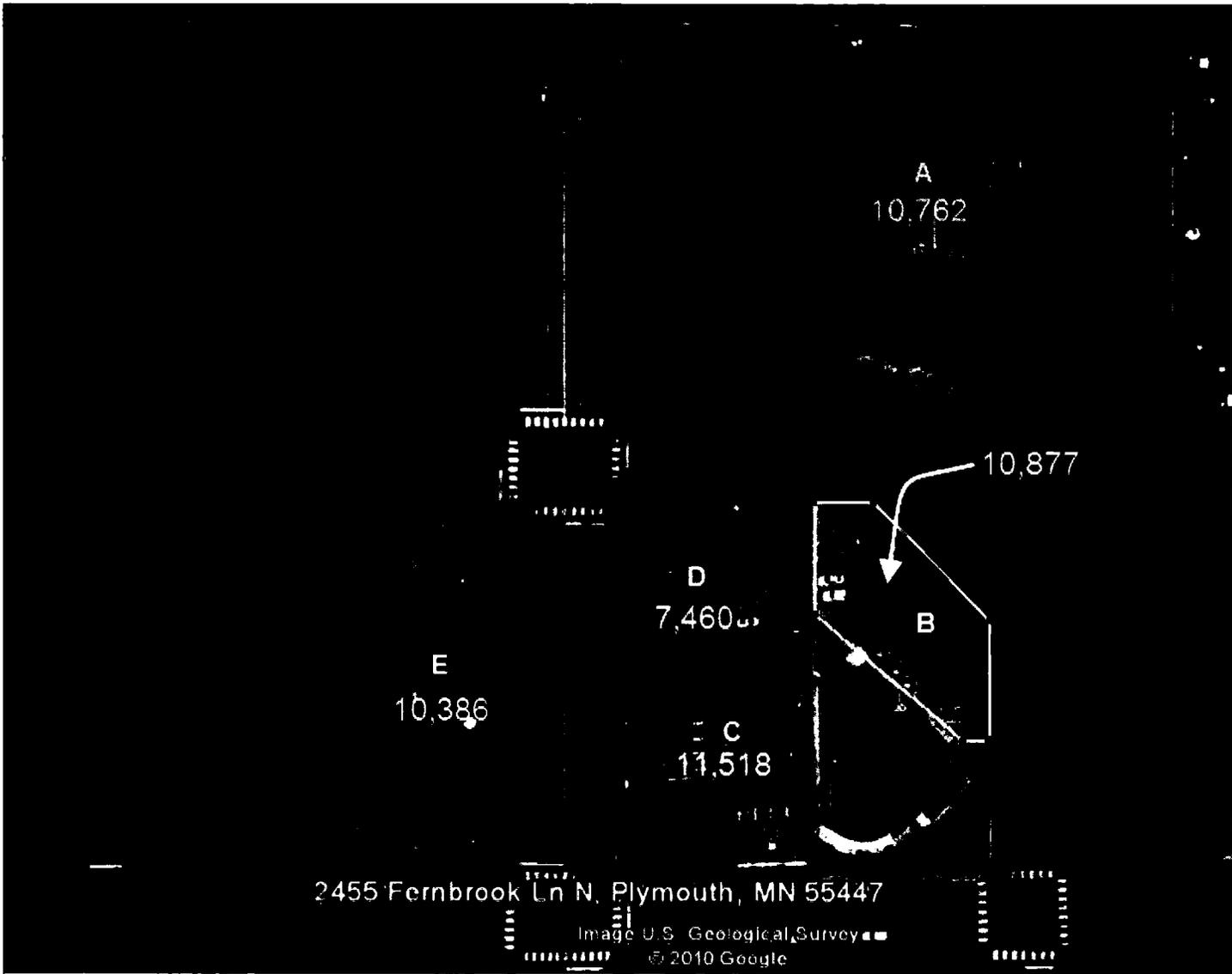


EXHIBIT D
Roads



**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**

REPAIRS AND MAINTENANCE	
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
TOTAL FACILITY EXPENSE	\$26,000
TOTAL FACILITY SQUARE FEET	6,130
FACILITY RATE PER SQUARE FOOT	\$4.24
ROADS/GROUNDS	
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
TOTAL ROADS/PARKING LOT EXPENSE	\$44,500
Parking Lots	51,003
<u>Bituminous Roads</u>	<u>232,681</u>
Total Area	283,684
TOTAL ROADS/GROUNDS EXPENSE PSF	\$0.16
MANAGEMENT/ADMINISTRATIVE	
Professional Management (outsourced)	\$36,000
MNDOT Administrative Fee	\$5,369
TOTAL MANAGEMENT/ADMIN FEE	\$41,369
BUDGET SUMMARY	
TOTAL FACILITY EXPENSE	\$26,000
TOTAL ROADS/GROUNDS EXPENSE	\$44,500
TOTAL MANAGEMENT/ADMIN FEE	\$41,369
TOTAL ESTIMATED BUDGET AMOUNT	\$111,869

**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 6th Street, Suite 1400
Minneapolis MN 55402
Phone: 651-289-3506
Fax: 651-289-0294
Email: amy.hinger@cassidyurley.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...
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...
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.19 and §16C.05.

By Hollye Kollen
Date 1/16/13

Contract No. 28744
Po #3000001093

PLYMOUTH DRIVER EXAM STATION - 2013 FISCAL YEAR OPERATING BUDGET

	July	August	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	12 Month Total	Per 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
TOTAL INCOME	0	0.00												
OPERATING EXPENSES														
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
TOTAL RECOVERABLE EXPENSE	2,975	4,025	6,075	2,875	6,575	7,175	6,825	8,225	6,425	4,375	7,275	3,675	66,500	10.85
NON-RECOVERABLE EXPENSES	0	0.00												
TOTAL OPERATING EXPENSES	2,975	4,025	6,075	2,875	6,575	7,175	6,825	8,225	6,425	4,375	7,275	3,675	66,500	10.85
OPERATING INCOME	(2,975)	(4,025)	(6,075)	(2,875)	(6,575)	(7,175)	(6,825)	(8,225)	(6,425)	(4,375)	(7,275)	(3,675)	(66,500)	(10.85)
Emergency & Special Projects	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
TOTAL EXPENSES	2,975	4,025	6,075	2,875	6,575	7,175	6,825	8,225	6,425	4,375	7,275	3,675	66,500	10.85
CASH FLOW	(2,975)	(4,025)	(6,075)	(2,875)	(6,575)	(7,175)	(6,825)	(8,225)	(6,425)	(4,375)	(7,275)	(3,675)	(66,500)	(10.85)

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 Total	Per Sq. Ft.
INCOME														
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
TOTAL INCOME	0	0.00												
RECOVERABLE EXPENSES														
CLEANING														
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
TOTAL CLEANING	0	0	250	0	350	250	0	0	250	0	350	250	1,700	0.28
R/M - PAYROLL														
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
TOTAL R & M PAYROLL	600	7,200	1.17											
ELECTRICAL														
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
TOTAL ELECTRICAL	50	0	200	1,000	0.16									
FIRE & LIFE SAFETY														
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
TOTAL FIRE & LIFE SAFETY	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 Total	Per Sq. Ft.
HVAC														
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
TOTAL HVAC	75	1,075	75	75	1,075	75	75	1,075	75	75	1,075	75	4,900	0.80
PLUMBING														
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
TOTAL PLUMBING	50	0	250	50	0	250	50	0	250	50	0	250	1,200	0.20
OTHER BUILDING MAINTENANCE														
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
TOTAL OTHER BUILDING MAINTENANCE	50	50	50	50	50	50	50	50	50	50	550	50	1,100	0.18
GENERAL BLDG. MAINTENANCE														
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
TOTAL GENERAL BLDG. MAINTENANCE	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
UTILITIES														
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
TOTAL UTILITIES	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
LANDSCAPING & GROUNDS														
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
TOTAL LANDSCAPING & GROUNDS	150	250	150	50	0	0	0	0	0	50	150	250	1,050	0.17

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 Total	Per Sq. Ft.	
PARKING LOT/GARAGES															
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	
TOTAL 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															
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	
TOTAL ADMINISTRATIVE	2,000	24,000	3.92												
TAXES AND INSURANCE															
5765 Real Estate Taxes														0	0.00
5770 Insurance														0	0.00
TOTAL TAXES AND INSURANCE	0	0.00													
TOTAL RECOVERABLE EXPENSES	2,975	4,025	6,075	2,875	6,575	7,175	6,825	8,225	6,425	4,375	7,275	3,675	66,500	10.85	
NON-RECOVERABLE EXPENSES															
Improvements/expenses specific to MaDot														0	0.00
TOTAL NON-RECOVERABLE EXPENSES	0	0.00													
TOTAL OPERATING EXPENSES	2,975	4,025	6,075	2,875	6,575	7,175	6,825	8,225	6,425	4,375	7,275	3,675	66,500	10.85	
EMERGENCY & SPECIAL PROJECTS															
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	
TOTAL EMERGENCY & SPECIAL PROJECTS	0	0.00													
TOTAL EXPENSES	2,975	4,025	6,075	2,875	6,575	7,175	6,825	8,225	6,425	4,375	7,275	3,675	66,500	10.85	
CASH FLOW	(2,975)	(4,025)	(6,075)	(2,875)	(6,575)	(7,175)	(6,825)	(8,225)	(6,425)	(4,375)	(7,275)	(3,675)	(66,500)	(10.85)	

EXHIBIT A

Plymouth Drivers Exam Station (08717)

Income Statement

Period = Jun 2012

Book = Cash

	Period to Date	%	Year to Date	%
INCOME				
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

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@cassidyturley.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 200 South 6th Street Suite #1400 Minneapolis, MN 55402

Service Location:
Plymouth/DVS 2455 Fernbrook Lane Plymouth, MN

Description	Unit	Qty	Rate	Amount	Due Date
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	10/11/2012
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	10/11/2012
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	10/11/2012
Thanks for the opportunity to work with you. Dave (651)336-6804			Total	\$21,175.00	

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.

hansen bros. fence

Gaining your respect
the old fashioned way — we earn it

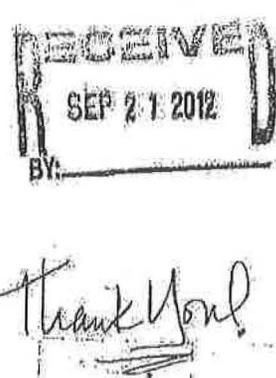
319 Ulysses Street N.E. • Minneapolis, MN 55413-2602
North 763-441-0447 • Central 612-520-0922 • South 612-721-7115 • Outstate 800-416-9694 • Fax 612-520-0991

Invoice

DATE	INVOICE #
9/18/2012	17133

BILL TO
CASSIDY TURLEY MIDWEST, INC. 200 SOUTH 6th STREET, SUITE 1400 MINNEAPOLIS, MN 55402

SHIP TO
DEPARTMENT OF PUBLIC SAFETY 2455 FERNBROOK LANE 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
						
Total					\$12,415.00	

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
				\$ 6,837.50	\$ 82,050.00
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. [Signature]
Title District Engineer
Date 3/28/14

APPROVED:
STATE OF MINNESOTA
DEPARTMENT OF PUBLIC SAFETY

By [Signature]
Title CEO
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 Total	Per 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
TOTAL INCOME	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
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
TOTAL RECOVERABLE EXPENSE	4,000	4,050	7,600	3,150	7,350	8,450	8,600	10,500	9,700	6,150	8,750	3,750	82,050	13.38
NON-RECOVERABLE EXPENSES	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
TOTAL OPERATING EXPENSES	4,000	4,050	7,600	3,150	7,350	8,450	8,600	10,500	9,700	6,150	8,750	3,750	82,050	13.38
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)	(82,050)	(13.38)
Emergency & Special Projects	27,000	0	0	0	0	0	0	0	0	0	0	0	27,000	4.40
TOTAL EXPENSES	31,000	4,050	7,600	3,150	7,350	8,450	8,600	10,500	9,700	6,150	8,750	3,750	109,050	17.79
CASH FLOW	(31,000)	(4,050)	(7,600)	(3,150)	(7,350)	(8,450)	(8,600)	(10,500)	(9,700)	(6,150)	(8,750)	(3,750)	(109,050)	(17.79)

PLYMOUTH DRIVERS EXAM STATION - 2014 FISCAL YEAR OPERATING BUDGET

	July	August	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	12 Month Total	Per Sq. Ft.
INCOME														
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
TOTAL INCOME	0	0.00												
RECOVERABLE EXPENSES														
CLEANING														
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
TOTAL CLEANING	0	0	250	0	350	250	0	0	250	0	350	250	1,700	0.28
R/M - PAYROLL														
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
TOTAL R & M PAYROLL	650	7,800	1.27											
ELECTRICAL														
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
TOTAL ELECTRICAL	50	0	200	1,000	0.16									
FIRE & LIFE SAFETY														
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
TOTAL FIRE & LIFE SAFETY	0	0	0	0	0	250	0	0	0	0	0	0	250	0.04

PLYMOUTH DRIVERS EXAM STATION - 2014 FISCAL YEAR OPERATING BUDGET

		July	August	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	12 Month Total	Per Sq. Ft.
HVAC															
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
TOTAL HVAC		75	1,075	75	4,900	0.80									
PLUMBING															
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
TOTAL PLUMBING		50	0	250	1,200	0.20									
OTHER BUILDING MAINTENANCE															
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
TOTAL OTHER BUILDING MAINTENANCE		275	275	275	275	775	275	275	275	275	275	775	275	4,300	0.70
GENERAL BLDG. MAINTENANCE															
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
TOTAL GENERAL BLDG. MAINTENANCE		0	0	0	0	0.00									
UTILITIES															
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
TOTAL UTILITIES		0	0	0	0	0.00									
LANDSCAPING & GROUNDS															
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
TOTAL LANDSCAPING & GROUNDS		900	50	900	50	0	0	0	0	0	50	900	50	2,900	0.47

PLYMOUTH DRIVERS EXAM STATION - 2014 FISCAL YEAR OPERATING BUDGET

	July	August	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	12 Month Total	Per Sq. Ft.	
PARKING LOT/GARAGES															
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	3,000	0	6,000	0.98	
5705	Parking Lot Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0.00	
TOTAL 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															
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	24,000	3.92	
5725	Management Fee Retainage (hold)												0	0.00	
5720	Management Fee Retainage (payment)												0	0.00	
TOTAL ADMINISTRATIVE		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	
TAXES AND INSURANCE															
5765	Real Estate Taxes													0	0.00
5770	Insurance													0	0.00
TOTAL TAXES AND INSURANCE		0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
TOTAL RECOVERABLE EXPENSES		4,000	4,050	7,600	3,150	7,350	8,600	10,500	9,700	6,150	8,750	3,750	82,050	13.38	
NON-RECOVERABLE EXPENSES															
	Improvements/expenses specific to MnDot													0	0.00
TOTAL NON-RECOVERABLE EXPENSES		0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
TOTAL OPERATING EXPENSES		4,000	4,050	7,600	3,150	7,350	8,600	10,500	9,700	6,150	8,750	3,750	82,050	13.38	
EMERGENCY & SPECIAL PROJECTS															
6205	General Building	27,000	0	0	0	0	0	0	0	0	0	0	27,000	4.40	
6220	Parking Lot / Garages												0	0.00	
TOTAL EMERGENCY & SPECIAL PROJECTS		27,000	0	0	0	0	0	0	0	0	0	0	27,000	4.40	
TOTAL EXPENSES		31,000	4,050	7,600	3,150	7,350	8,600	10,500	9,700	6,150	8,750	3,750	109,050	17.79	
CASH FLOW		(31,000)	(4,050)	(7,600)	(3,150)	(7,350)	(8,600)	(10,500)	(9,700)	(6,150)	(8,750)	(3,750)	(109,050)	(17.79)	

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 FEET</u>	<u>RATE PER SQ. FT. (rounded)</u>	<u>MONTHLY PAYMENT</u>	<u>RENT FOR 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
				\$ 8,076.94	\$ 193,846.56

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.

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. 28744
Pat 300001093

PLYMOUTH DRIVERS EXAM STATION - 2015 FISCAL YEAR OPERATING BUDGET

	July	August	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	12 Month Total	Per 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
TOTAL INCOME	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
OPERATING EXPENSES														
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
TOTAL RECOVERABLE EXPENSE	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
NON-RECOVERABLE EXPENSES	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
TOTAL OPERATING EXPENSES	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
OPERATING INCOME	(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)
Emergency & Special Projects	16,500	0	0	0	0	0	0	0	0	0	0	0	16,500	2.69
TOTAL EXPENSES	19,550	4,300	6,650	2,900	7,100	8,200	8,350	10,250	9,450	5,900	10,800	3,500	96,950	15.82
CASH FLOW	(19,550)	(4,300)	(6,650)	(2,900)	(7,100)	(8,200)	(8,350)	(10,250)	(9,450)	(5,900)	(10,800)	(3,500)	(96,950)	(15.82)

EXHIBIT A

PLYMOUTH DRIVERS EXAM STATION - 2015 FISCAL YEAR OPERATING BUDGET

	July	August	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	12 Month Total	Per Sq. Ft.
INCOME														
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
TOTAL INCOME	0	0.00												
RECOVERABLE EXPENSES														
CLEANING														
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
TOTAL CLEANING	0	0	250	0	350	250	0	0	250	0	350	250	1,700	0.28
R/M - PAYROLL														
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
TOTAL R & M PAYROLL	400	4,800	0.78											
ELECTRICAL														
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
TOTAL ELECTRICAL	50	0	200	1,000	0.16									
FIRE & LIFE SAFETY														
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
TOTAL FIRE & LIFE SAFETY	0	0	0	0	0	250	0	0	0	0	0	0	250	0.04

PLYMOUTH DRIVERS EXAM STATION - 2015 FISCAL YEAR OPERATING BUDGET

	July	August	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	12 Month Total	Per Sq. Ft.
HVAC														
5420	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
5425	75	75	75	75	75	75	75	75	75	75	75	75	900	0.15
5430	0	1,000	0	0	1,000	0	0	1,000	0	0	1,000	0	4,000	0.65
5435	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
5440	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
TOTAL HVAC	75	1,075	75	4,900	0.80									
PLUMBING														
5455	50	0	0	50	0	0	50	0	0	50	0	0	200	0.03
5460	0	0	250	0	0	250	0	0	250	0	2,500	250	3,500	0.57
TOTAL PLUMBING	50	0	250	50	0	250	50	0	250	50	2,500	250	3,700	0.60
OTHER BUILDING MAINTENANCE														
5505	50	50	50	50	50	50	50	50	50	50	50	50	600	0.10
5510	0	0	0	0	500	0	0	0	0	0	500	0	1,000	0.16
5515	175	175	175	175	175	175	175	175	175	175	175	175	2,100	0.34
5520	50	50	50	50	50	50	50	50	50	50	50	50	600	0.10
TOTAL OTHER BUILDING MAINTENANCE	275	275	275	275	775	275	275	275	275	275	775	275	4,300	0.70
GENERAL BLDG. MAINTENANCE														
5540	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
5545	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
5550	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
5560	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
5585	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
TOTAL GENERAL BLDG. MAINTENANCE	0	0	0	0	0.00									
UTILITIES														
5595	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
5620	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
5625	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
TOTAL UTILITIES	0	0	0	0	0.00									
LANDSCAPING & GROUNDS														
5655	200	0	200	0	0	0	0	0	0	0	200	0	600	0.10
5660	0	50	0	50	0	0	0	0	0	50	0	50	200	0.03
5665	0	500	0	0	0	0	0	0	0	0	500	0	1,000	0.16
TOTAL LANDSCAPING & GROUNDS	200	550	200	50	0	0	0	0	0	50	700	50	1,800	0.29

PLYMOUTH DRIVERS EXAM STATION - 2015 FISCAL YEAR OPERATING BUDGET

		July	August	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	12 Month Total	Per Sq. Ft.
PARKING LOT/GARAGES															
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
TOTAL 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															
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
TOTAL 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
TAXES AND INSURANCE															
5765	Real Estate Taxes													0	0.00
5770	Insurance													0	0.00
TOTAL TAXES AND INSURANCE		0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
TOTAL RECOVERABLE EXPENSES		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
NON-RECOVERABLE EXPENSES															
	Improvements/expenses specific to MnDot													0	0.00
TOTAL NON-RECOVERABLE EXPENSES		0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
TOTAL OPERATING EXPENSES		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
EMERGENCY & SPECIAL PROJECTS															
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
TOTAL EMERGENCY & SPECIAL PROJECTS		16,500	0	0	0	0	0	16,500	2.69						
TOTAL EXPENSES		19,550	4,300	6,650	2,900	7,100	8,200	8,350	10,250	9,450	5,900	10,800	3,500	96,950	15.82
CASH FLOW		(19,550)	(4,300)	(6,650)	(2,900)	(7,100)	(8,200)	(8,350)	(10,250)	(9,450)	(5,900)	(10,800)	(3,500)	(96,950)	(15.82)

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

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:

<u>LEASE PERIOD</u>	<u>SPACE TYPE</u>	<u>SQUARE FEET</u>	<u>RATE PER SQ. FT. (rounded)</u>	<u>MONTHLY PAYMENT</u>	<u>RENT FOR LEASE PERIOD</u>
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

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 TRANSPORTATION

By Scott L. [Signature]
Title Metro District Engineer
Date 10/12/15

APPROVED:
STATE OF MINNESOTA
DEPARTMENT OF PUBLIC SAFETY

By Larry [Signature]
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 [Signature]
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 Total	Per 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
TOTAL INCOME	0	0	0	0	0	0	0.00							
OPERATING EXPENSES														
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
TOTAL RECOVERABLE EXPENSE	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
NON-RECOVERABLE EXPENSES	0	0	0	0	0	0	0.00							
TOTAL OPERATING EXPENSES	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
OPERATING INCOME	(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
TOTAL EXPENSES	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
CASH FLOW	(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)

EXHIBIT A

12 Month Actual to Budget

Flymouth Drivers Exam Station (88717)

Per006 = Jul 2014-Jun 2015

Book = Cash ; Tree = ysl,c/,m,nspe

	Actual Jul 2014	Actual Aug 2014	Actual Sep 2014	Actual Oct 2014	Actual Nov 2014	Actual Dec 2014	Actual Jan 2015	Actual Feb 2015	Actual Mar 2015	Actual Apr 2015	Actual May 2015	Actual Jun 2015	Total Actual+ Budget	Original 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	899.00	83.00	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	899.00	83.00	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

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 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
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
					\$ 5,687.22	\$ 136,493.28

- 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

1 | Page
1 / 4 / 2 0 1 7

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.

- 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 PAYMENT</u>	<u>RENT FOR 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 Ali Sal

Date 2 Oct 2017

SWIFT P.O. 3000 48815

Contract No. 128068

PLYMOUTH D P S

FY 17

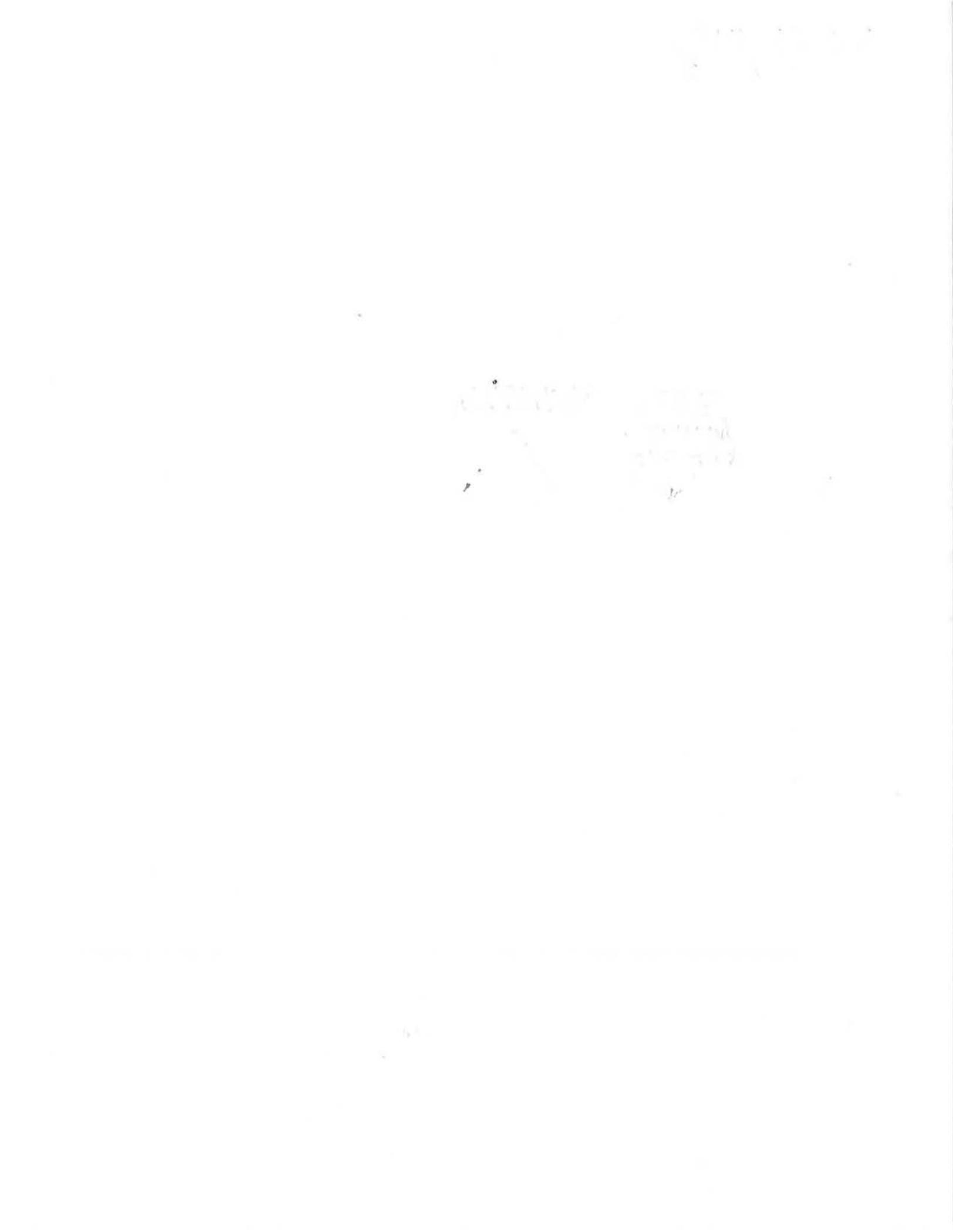
		Monthly Mgmt Fee	Monthly Reimbursable Expenses	Capital Improvements	TOTALS
CONTRACT # 111993	Total Contract Amount	\$ 131,242.00	\$ 240,641.00		\$ 371,883.00
Invoice 17-01 8/16/2016	Billed this Invoice	\$ 2,122.00	\$ 278.00		\$ 2,400.00
Invoice 17-02 9/27/2016	Billed this Invoice	\$ 2,122.00	\$ 2,512.70		\$ 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
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\$97,657.98

PAID Lump Sum by DPS

Exhibit A



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 Susant. 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 Susant. 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

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:

- a. 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.
- b. The aggregate amount of LESSEE's Rent payments for said same period.
- c. The difference, "Rent Adjustment," if any, between LESSEE's Rent paid and LESSOR's Actual Operating Costs.
- d. If the Rent Adjustment results in LESSEE's underpayment of Actual Operating

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:

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

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 Pavelich
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.Pavelich@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.

EXHIBITS:

Exhibit A – Leased Premises	Exhibit E – Parking Lots
Exhibit B – Main Driver Vehicle Facility	Exhibit F – Code Violation Improvements
Exhibit C – Shed	Exhibit G – Operating Budget
Exhibit D – Roads	

- 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.

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

LESSEE
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER
acting for the benefit of the Department of Public
Safety

By Beverly H. Koenig
Real Estate and Construction Services

Date JUN 30 2011

APPROVED:
STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION

By Scott L. Zi
Title Metro District Engineer
Date 7/22/11

APPROVED:
STATE OF MINNESOTA
DEPARTMENT OF PUBLIC SAFETY

By Larry Truitt
Title CFO
Date 6/30/11

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

By Holly K. Koenig
Date 6/30/11

Contract No. SC = 28744
PO = PY12 funds



State of Minnesota Interagency Agreement

SWIFT Contract No. 170849

This Agreement is between the Minnesota Department of Public Safety, acting through the Bureau of Criminal Apprehension ("BCA") and the Minnesota Department of Health (MDH).

Recitals

BCA received federal funds from the U.S Department of Justice (DOJ), Office of Justice Programs (OJP) and Bureau of Justice Assistance (BJA), specifically Grant Award number 2019-AR-BX-K050, CFDA number 16.838 – Comprehensive Opioid Abuse Site-Based Program (COAP), to provide timely treatment, strengthened service and effective evaluation for overdose prevention: Linkage to Care across Minnesota.

MDH under this Agreement, will plan, implement, and provide enhancements and evaluations to statewide projects and services that deal with drug overdose prevention.

Agreement

1 Term of Agreement

- 1.1 **Effective Date.** This Agreement is effective on the date BCA obtains all required signatures under Minnesota Statutes § 16C.05, subdivision 2.
- 1.2 **Expiration Date.** **September 30, 2022**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

MDH Duties

MDH, during the term of this agreement, will implement and evaluate the following Work Plan with partnering agencies:

- 2.1 Establish up to eight sites across Minnesota's Emergency Medical Services (EMS) regions to implement Subcategory 2a activities (Statewide Implementation Projects)
 - a. Use MDH race rate disparity data and vulnerability assessment (overdose and infectious disease) data to determine priority Subcategory 2a implementation regions.
 - b. Identify stakeholder agencies within priority regions with which to establish partnerships for implementation of Subcategory 2a activities.
 - c. Establish formal agreements with all partnering agencies.
- 2.2 Implement Peer Recovery Specialist (PRS) services (treatment linkage, recovery support) for non-fatal overdose patients in partnering emergency departments (EDs).
 - a. Provide technical assistance to partner EDs to support their development of protocols, PRS hiring and training materials.
 - b. For EDs also participating in the MDH Minnesota Drug Overdose and Substance Use Pilot Surveillance System (MNDOSA), provide technical assistance to train PRS to assist with MNDOSA case reporting and other MDH-led drug overdose surveillance activities.
 - c. Establish ongoing communication with partner EDs to monitor activity progress and provide technical assistance as needed.
- 2.3 Implement substance use disorder treatment and recovery support linkage follow-up visits with individuals who have interacted with partnering Emergency Medical Services (EMS) agencies due to non-fatal drug overdose.
 - a. Provide technical assistance to partnering EMS agencies to support their development of protocols and training materials.
 - b. Establish ongoing communication with partner EDs to monitor activity progress and provide technical assistance as needed.

- 2.4 Implement overdose fatality review teams in each regional site.
 - a. MDH will create and provide partners with an overdose fatality review manual and provide technical assistance to sites to prepare for their fatality reviews.
 - b. Identified regional sites will review five fatalities that occurred within their jurisdiction.
 - c. MDH will provide technical assistance to sites to plan action steps for identified recommendations from the fatality reviews.
 - d. MDH will share the completed manual for inclusion on the COAP Resource Center.
- 2.5 Enhance up to thirteen (13) syringe services programs (SSPs) in Minnesota by providing each SSP with naloxone to distribute to participants who use opioids.
 - a. Facilitate agreements between a local distributor of naloxone and the SSPs to purchase naloxone doses in bulk.
 - b. Establish processes with each SSP to track invoices and distribution of naloxone.
- 2.6 Enhance eight (8) ongoing MDH-funded opioid overdose prevention pilot projects.
 - a. Establish new formal agreements with all pilot sites specific to COAP funding.
 - b. Establish processes with each site to track invoices and activity measure specific to COAP funding.
- 2.7 Evaluate eight (8) ongoing MDH-funded opioid overdose prevention pilot projects
 - a. Collaborate with pilot sites to finalize evaluation plan and define the outcome measures.
 - b. Implement evaluation plan in each site.
 - c. Create and share annual reports of evaluation indicators for each site.
 - d. Create a Tackling Opioids Use With Networks (TOWN) Manual with COAP and potential sites for expansion.
 - e. Share TOWN Manual with COAP and potential sites for expansion.
- 2.8 Share process and outcome data with the BCA for project evaluation.
- 2.9 MDH will follow and comply with the Sub-recipient Grant Monitoring of Federal Funds Policy labeled as "Exhibit A", which is attached and incorporated into this agreement.

BCA Duties

- 2.10 The BCA project coordinator will ensure communication and collaboration between the state agencies and provide oversight and accountability for the work of MDH.
- 2.11 The BCA will provide oversight to the project and work with MDH on implementation and management of funded activities.
- 2.12 The BCA will review the activity evaluations of the projects performed by MDH and their proposed partners.

These activity evaluations will be done by Dr. Catherine Diamond.
- 2.13 In addition to quarterly reporting, the BCA will provide data that measure the results of the work done under the award per the requirements of the grant.
- 2.14 The BCA will submit quarterly financial reports, semi-annual progress reports, final financial and progress reports, and, if applicable, an annual audit report in accordance with the 2 CFR Part 200 Uniform Requirements or specific award conditions.
- 2.15 The BCA will attend meetings with MDH, State Substance Abuse Authority in the Department of Human Services and a State Opioid Oversight Project to ensure efforts are complementary and synergistic without duplication of efforts at the state and federal level.
- 2.16 BCA will follow and comply with the Sub-recipient Grant Monitoring of Federal Funds Policy labeled as "Exhibit A", which is attached and incorporated into this agreement.

3 Consideration and Payment

- 3.1 BCA will reimburse MDH as follows:
 - a. MDH will submit quarterly invoices detailing the services actually performed including a description of the tasks achieved. MDH is authorized to submit amounts for time spent and expenses incurred to complete the work described. The invoice must tie the expenses incurred with the description of the tasks in this Agreement.

- b. BCA will review the submission for earlier expenses and grant or deny the request within seven (7) days of receipt.
 - c. Reimbursement will occur as provided in Clause 3.3.
- 3.2** The total obligation of BCA for all compensation and reimbursement to MDH under this Agreement will not exceed Six Million Three Hundred Fifty-Six Thousand Eight Hundred Ninety-One and 30/100 Dollars (\$6,356,891.30).
- 3.3**
- a. The MDH will submit an invoice within thirty (30) days after the end of each quarter
 - b. Invoices shall be reviewed by the BCA Authorized Representative.
 - c. Payment shall be made by BCA within thirty (30) calendar days after the MDH presents itemized invoices for services performed to the satisfaction of BCA's Authorized representative.
 - d. The final invoice must be presented to BCA no later than October 30, 2022.

4 Conditions of Payment

All services provided by MDH under this Agreement must be performed to the satisfaction of BCA as determined at the sole discretion of BCA's Authorized Representative.

5 Authorized Representatives

BCA's Authorized Representative is the person listed below, or her successor:

Name: Susan Burggraf, Special Agent in Charge
Minnesota Bureau of Criminal Apprehension
Address: 1430 Maryland Avenue East
St. Paul, MN 55106
Phone number: 651-793-7082
Email Address: susan.burggraf@state.mn.us

MDH's Authorized Representative is the person listed below, or his successor:

Name: Dana Farley, MS, Alcohol and Drug Policy Director,
Injury and Violence Prevention Section
Minnesota Department of Health
Address: 85 East Seventh Place, Suite 220
P.O. Box 64882
St. Paul, MN 55164-0882
Phone number: 651-201-5396
Email Address: dana.farley@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 Minnesota Statutes §§ 16A.15 and 16C.05.

DocuSigned by:
Stacey Longmuir
F6F0699CB14042E...
By: _____
4/1/2020

Date: _____

Purchase Order Number: 3-66301

2. Minnesota Department of Health

DocuSigned by:
Todd M Goetze
By: _____
(with delegated authority)

Printed Name: Todd Goetze

Title: Accounting Director

Date: 03/19/2020

3. Department of Public Safety: Bureau of Criminal Apprehension

DocuSigned by:
Jeff Hansen
51A11E9AA3E64CA...
By: _____
(with delegated authority)

Printed Name: Jeff Hansen

Title: 04/01/2020

Date: 4/1/2020



Subrecipient Grant Monitoring of Federal Funds Grant Award 2019-AR-BX-K050

EXHIBIT A

Version: 03/05/2020

Document Number: INV-7029

Distribution: INV

Policy Statement / Objective:

To ensure proper stewardship of federal funds the Minnesota Bureau of Criminal Apprehension (BCA) will monitor the programmatic and financial activities of the subrecipient. For the purpose of this policy the subrecipient is the Minnesota Department of Health (MDH) and the grant is COAP Grant Award 2019-AR-BX-K050.

Definitions:

Prime Grantee: A Prime grantee is the division/office that receives federal assistance directly from a federal agency. For the purpose of this policy, the BCA is the Prime Grantee.

Grantor: A grantor is the federal agency awarding the grant. For purposes of this policy, the Grantor is U.S. Department of Justice, Office of Justice Programs.

Subrecipient: A subrecipient is the division/office that receives federal assistance through a non-federal agency. For the purpose of this policy, MDH is the subrecipient.

Policy:

To ensure compliance with applicable federal laws and regulations, as well as compliance with special conditions of grant awards, the BCA will use the following procedures to address responsibilities, assist administrators, and monitor subrecipient performance.

Roles and Responsibilities:

BCA Business Shared Services (BSS) and Investigations will complete the following tasks:

- I. Pre-award** - When applying for a federal grant where a subrecipient is identified:
 - A. Complete the subrecipient risk assessment and assign a risk rating (*Attachment 1*)
 1. Perform a search on SAM.gov to determine if the organization has been debarred or excluded from doing business with the federal government and maintain a copy of the results in the grant/subrecipient file.
 2. Review subrecipient's single audit report (CAFR)
 3. Review past and current performance as reported through the quarterly review process, both financial and programmatic
 4. Place award Stage Assessment of Subrecipient Checklist in Grant/Subrecipient file
 - B. Ensure applicable federal special conditions of grant award are passed down by requesting that the subrecipient sign a document acknowledging receipt of, and agreement to comply with, the grant award special conditions (*Attachment 4*)
 - C. Collaborate with the subrecipient regarding the subrecipient's application narrative, goals of the sub award, and the subrecipient's grant budget
 - D. Create and execute an agreement (contract) between BCA and the subrecipient
 - E. Notify the subrecipient of the grant award approval or denial
- II. Post award** - after the Grantor has approved and awarded the grant:
 - A. Clearly identify the federal award information for the subrecipient that includes the following:
 1. Federal award number and name of federal grant
 2. Subrecipient name & DUNS number
 3. Federal award date
 4. Sub award period of performance start and end date

5. Amount of federal funds obligated to the subrecipient
 6. Total amount of federal award to the prime grantee
 7. Federal award project description
 8. Name of federal awarding agency, prime grant recipient, contact information of the awarding official
 9. CFDA number
 10. All requirements imposed by the prime grantee on the subrecipient so that the federal award is used in accordance with federal statutes, regulations, and the terms and conditions of the grant award
 11. Indirect cost rate, if applicable
 12. Access to the subrecipient's financial records to meet the requirements of 2 CFR 200
 13. Appropriate terms and conditions concerning closeout of the sub award
- B. Provide to subrecipient 'Requirements of sub award documentation to be submitted by subrecipient to the Prime Grantee during the grant period' (Attachment 2).
 - C. BSS will coordinate quarterly programmatic progress reporting (PMT) of subrecipient; send to the investigations point of contact for review and approval of quarterly PMT reports prior to submitting on PMT website and attaching PMT Report in the Grants Management System
 - D. Monitor subrecipient responses and ability of the subrecipient to meet objectives of the sub award
 - E. Coordinate and participate in annual monitoring of subrecipient
 - F. Participate in subrecipient monitoring training, when available, in coordination with BCA BSS, Investigations and subrecipient, if necessary
 - G. Update and revise, as needed, BCA subrecipient policy

III. Continuous analysis during grant award period

- A. BCA BSS and Investigations will continuously analyze the administrative and programmatic performance of the subrecipient through the following methods:
 1. Internal Controls (2 CFR 200.303) – Ensure the subrecipient provides reasonable assurance of subrecipient compliance with federal statutes, regulations, and the terms and conditions of the federal award:
 2. Subrecipient must return signed acknowledgement of the terms and conditions of the sub award to the prime grantee (Attachment 4)
 3. Subrecipient must agree to evaluation and monitoring of their compliance with statutes, regulations, and terms and conditions of the sub award by allowing access to subrecipient records and financial statements, and the performance of on-site reviews of the subrecipient's program operations. (as noted in Attachment 4)
 4. Subrecipient must take prompt action to come into compliance when instances of noncompliance are identified
 5. Subrecipient must take reasonable measures to safeguard sensitive information consistent with applicable federal state, and local laws.
 6. Subrecipient must participate in programmatic reporting training, when available
 7. Maintain regular communication with subrecipient regarding administrative and programmatic performance.
 8. Invoice review – ensure invoices are timely, accurate, and contain the appropriate backup documentation such as payroll and expenditure reports, along with copies of all paid invoices to support the expenditures. Make sure sales tax is not included in the invoice amount. For any questionable expense(s), request additional backup from the subrecipient specific to the charge(s) prior to payment.
 9. Request financial reports from the subrecipient that show: sub award amount, invoice(s) submitted for reimbursement by sub award budget category, and remaining sub award amount after expenses. Ensure cumulative expenses do not exceed the total approved sub award amount and ensure the rate of spend is consistent with the timeline of the project.
 10. Review of any other financial or non-financial reports required by the sub award such as subrecipient list of supplies and equipment purchased with grant funds.
 11. Coordination of subrecipient budget revision requests, process the submission, and grantor approval.

12. Documentation supporting subrecipient monitoring efforts: email correspondence, invoices, deliverables such as relevant data for quarterly progress report(s) (PMT), and other supporting documentation.
13. Request quarterly programmatic efforts reports from the subrecipient; BCA will review programmatic efforts as they relate to the goals defined in the grant application; and upon approval, submit the quarterly programmatic report (PMT) in the online DOJ/BJA/PMT system.
14. Complete annual subrecipient site visit
15. Follow up with subrecipient with written findings from the annual subrecipient site visit and request written documentation of the subrecipient's resolution of site visit findings.
16. High Risk Sub awards. For purposes of this policy, high risk sub awards includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. For high risk sub awards, the following additional steps are required:
 - a. Request additional supporting detail for all financial invoices and expenses in accordance with the sub award terms and conditions
 - b. Document and retain communications regarding project performance
 - c. Document any significant issues found and maintain in subrecipient's file.
 - d. Further action could include: withholding payments, performing additional site visits, termination of the sub award

IV. Annual Site Visit

- A. BCA will conduct an annual site visit of the subrecipient, no matter their level of risk.
- B. BCA will contact subrecipient to coordinate a site-visit date on the subrecipient's premises that is an acceptable time for both BCA and subrecipient
- C. After site visit date and time is established, BCA will send details of what the site visit will focus on such as: gathering assurance that the subrecipient is compliant with federal statutes, regulations, and the terms and conditions of the federal award; invoice(s) and a detailed list of supplies and equipment purchased with grant funds that will be reviewed while on site.
- D. Opening/Entrance conference: BCA staff will begin the site visit with a meeting that includes the subrecipient personnel participating in the site visit. The meeting will describe the reason for the site visit, review items to be discussed and supplies and equipment purchased with grant funds that will be seen.
- E. During the site visit, BCA staff will follow the Monitoring checklist that satisfies the administrative, financial, and programmatic elements of the sub award. (Attachment 3)
- F. Exit conference: BCA staff will end the site visit with a meeting that discusses the program and items purchased with grant funds. Any non-compliance issues will be brought to the attention of the subrecipient.
- G. After the site visit, BCA will send an explanation of the items reviewed and whether the subrecipient procedures satisfy the compliance standards for federal statutes, regulations, and conditions of the federal award, and explanation of all findings related to subrecipient compliance.
- H. Following the site visit, BCA staff will note findings and request subrecipient resolution of issues on the 'Subrecipient Site Visit Evaluation Report' and in the Post-Site Visit letter. This report will be sent to the subrecipient within thirty (30) days of the site visit, the findings will be discussed during the Exit meeting.
 1. Subrecipient will have thirty (30) days to respond in writing with resolution of issues/findings as a result of the site visit.
 2. BCA will review the subrecipient resolution to the site visit findings, approve if adequate or require additional information if inadequate. All findings and resolutions will be filed in the Grant/subrecipient file.

V. Closing out subawards

- A. The subrecipient will be notified via email by the BCA at 180 days and at 90 days prior to the grant end date that the grant is ending on 9/30/2022.
- B. At 120 days prior to the grant end date, the subrecipient will be told they have 90 days after the grant end date to liquidate their encumbrance(s). At 120 days prior to the grant end

date, the subrecipient will be requested to provide confirmation via email that subrecipient will spend the entire subaward and liquidate all encumbrance(s) within the 90 day period after the grant end date.

- C. All final invoices must be submitted to BCA BSS along with a final financial report that shows subaward amount, all invoices reimbursed by the grant, and the amount remaining in subaward.
- D. The final programmatic report is due during the last quarter of the grant period. The subrecipient will submit responses to the final PMT quarterly report by the date specified by the BCA.
- E. The following documents are typically required from the subrecipient for close out by the date specified by the BCA:
 - 1. Final invoice(s)
 - 2. Final Financial Report
 - 3. Final Programmatic responses
 - 4. Final Supplies and Equipment report
- F. BCA BSS performs a final desk audit of final invoices, final Financial Reports, and final Programmatic responses and, if necessary, may request additional supporting documentation.

Attachment 1

Award Stage Risk Assessment for Subrecipient - Checklist

- Performed search of SAM.gov for debarment/exclusion
- Reviewed single audit (CAFR) of subrecipient organization
- Reviewed subrecipient single audit (CAFR) recommendations and findings to determine timely and effective resolutions and corrections by subrecipient organization
- Reviewed previous financial and programmatic performance of subrecipient
- Issued grant award special conditions to subrecipient and received acknowledgement from the subrecipient of receipt and agreement for compliance to grant special conditions

Based on my review and subrecipient's past performance, this subrecipient is determined to be

Low Risk

Medium Risk

High Risk

Susan Longpratt
BCA Representative

3/30/20
Date

Note: BCA will perform an annual site visit to the Subrecipient's location to perform annual site visit monitoring, regardless of the Subrecipient Risk level.

BCA Subrecipient Monitoring Risk Assessment Tool

Subrecipient Name:

Grant Number:

No. of Attributes	Risk Factor	Risk Score	Weight	Weighted Score
1	Subrecipient Type	Non-Profit, Educational Unit (2) Municipality, County (1) Other (0)		
2	New Subrecipient	Yes (2) No (0)		
3	Award Amount	≥\$300,000 (2) \$100,001 - \$299,999 (1) ≤\$100,000 (0)		
4	Matching Funds	Yes (2) No (0)		
5	Number of Adjustments Requested	≥ 3 (2) 1-2 (1) 0 (0)		
6	Financial Reports	2 Untimely Submissions (2) 1 Untimely Submission (1) 0 Untimely Submission (0)		
7	Progress Reports	2 Untimely Submissions (2) 1 Untimely Submission (1) 0 Untimely Submission (0)		
8	Independent Single Audit	No and Federal expenditures ≥ \$750,000 (2) No and Federal expenditures < \$750,000 (1) Yes (0)		
9	Single Audit Opinion	Adverse, Disclaimer, Going Concern (2) Qualified (1) Unqualified (0)		
10	Program Income and on Financial Report	Yes (2) No (0)		
11	Equipment Expenditure	Yes (2) No (0)		
12	Conference Costs	Yes (2) No (0)		
13	Received an On-Site Review	No monitoring visit performed (2) Monitoring visit is 2 or more years ago (1) Monitoring visit is less than 2 years ago (0)		
14	Grant Training	Yes (0) No (2)		
Pre-Award Risk Rating		High (2) Medium (1) Low (0)		
Composite Risk Score:				

The weight assigned to a risk factor should be determined by the level of importance accorded to the risk factor. Based on the resulting composite risk score, a monitoring plan can be developed to address any concerns.

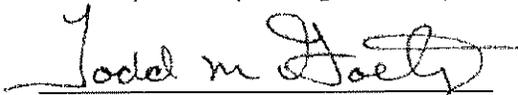
Note: This is a sample and not an exhaustive list of risk factors, and pass through entities are not required to use all of these to weigh the risk of their subrecipient's. Pass through entities should tailor the risk assessment based on the grant program, scope of work, location of work, and other factors.

Page 2 of 2 (Award Stage Risk Assessment for Subrecipient)

Attachment 2**I. Requirements of sub award documentation to be submitted by subrecipient:**

- A. Copy of signed Agreement or contract.
- B. Signed acknowledgement of receipt of grant award special conditions and agreement to comply with grant award special conditions (see Attachment 4)
- C. Subrecipient will submit requests for payment of goods and services for approved budgeted expenses on a reimbursement basis only. Invoices for reimbursement must be accompanied by sufficient and accurate backup documentation that supports the expense, such as payroll and expenditure reports, along with copies of all paid invoices to support the expenditures. Expenses incurred prior to the grant begin date or after the grant end date will not be reimbursed.
- D. List of Supplies/Equipment purchased with grant funds. List should show description of supply/equipment, serial number if any, vendor name, date of purchase, amount of item, location where the items are kept, funding source (which grant paid for items), disposal date, value at disposal date.
- E. Subrecipient financial report that shows: sub award amount, invoices paid by sub award budget category, remaining amount of sub award after invoices paid. Funds remaining unused after the end of the grant award will be returned to the prime grantee.
- F. Response by subrecipient (email is acceptable) for information requested for the quarterly programmatic progress (PMT) reports.
- G. Response by subrecipient (email is acceptable) of agreement to cooperate during annual site visit for review of Internal Controls supporting compliance of federal statutes, regulations, and terms/conditions of award, and on-site reviews of the subrecipient's program operations, and allow access to subrecipient's financial records.
- H. Budget modification requests, as needed, should be submitted by the subrecipient, along with explanation of why a budget modification is needed and how the budget modification supports the goals and objectives of the grant application.
- I. Change in Scope requests, as needed, should be submitted by the subrecipient, along with explanation of why a change in scope is needed and how the change in scope supports a law enforcement initiative and/or additional goals and objectives of the grant application/solicitation.
- J. Resolution of findings within 30 days, if any, after annual site visit.
- K. For grant closeout, subrecipient must submit the following within the time frame defined by the BCA:
 1. Final Invoice(s)
 2. Final Financial Report
 3. Final Programmatic responses
 4. Final Supplies and Equipment report

By signing below, I agree to provide all documents listed above and additional documentation if needed, to the prime grantee by the date requested by the prime grantee.



MDH Representative

03/19/2020

Date

Attachment 3

Monitoring checklist that satisfies administrative, financial, and programmatic elements of Site Visit

- _____ Pre-site visit letter sent to subrecipient.
- _____ Is the BCA in receipt of signed agreement, signed acknowledgement of grant special conditions, and signed 'Requirements of sub award documents to be submitted by subrecipient.'
- _____ List of invoices paid under each federal grant and corresponding list of equipment/supplies to be reviewed during the annual site visit provided to subrecipient.
- _____ Are invoices from subrecipient delayed, inconsistent, fail to provide backup, improperly documented?
- _____ Do the subrecipient's invoices support the goals and objectives of the grant?
- _____ Does subrecipient submit a financial report each quarter that lists invoices paid by the sub award and sub award remaining balance?
- _____ Does subrecipient submit information required for quarterly programmatic progress reports?
- _____ Is the subrecipient's rate of spending appropriate for their progress?
- _____ Has the subrecipient provided a list (inventory) of supplies and equipment purchased with grant funds
- _____ Is programmatic performance progressing in an expected manner to support the goals and objectives of the grant?
- _____ Are there severe programmatic or administrative issues which will lead to the sub award being terminated?
- _____ Does the subrecipient respond timely to requests for financial, programmatic, or budget/scope revision information?
- _____ Was Site Visit Evaluation report submitted to the subrecipient, complete with findings and request for resolution to issues?
- _____ Post site-visit letter sent to subrecipient.
- _____ Subrecipient resolution of site visit findings and issues received by the BCA?

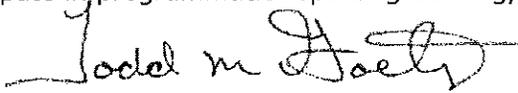
Attachment 4

Comprehensive Opioid Abuse Site-based Program (COAP)
2019-AR-BX-K050
Award period: 10/1/2019 – 9/30/2022

Sub-recipient:

Please carefully review the COAP 2019-AR-BX-K050 grant award and special conditions and keep a copy for your files. The grant award and special conditions, as well as 2 CFR 200 Uniform Guidance, defines federal grant statutes, regulations and terms of the grant. Items such as food, drink, and gift cards are unallowable. Also, grant funds are not allowed to be used to purchase supplies that contain the logo of your agency. All training/conferences require pre-approval from the grantor. Please sign, and return to: BCA/BSS

By signing, you acknowledge that you have received the grant special conditions and agree to:
Comply with all applicable federal statutes, regulations, terms, and special conditions of the grant,
Not begin any programmatic or financial activities prior to signing the agreement and prior to BCA's withholding special conditions and budget approval clearance by the DOJ,
Allow access to your financial records by the prime grantee,
Agree to on-site monitoring,
Agree prompt action will be taken when instances of noncompliance are identified,
Take reasonable measures to safeguard sensitive information consistent with applicable federal state, and local laws,
Participate in programmatic reporting training, when available.



MDH Representative

MDH Representative



State of Minnesota Interagency Agreement

This Agreement is between Minnesota Department of Public Safety, acting on behalf of the Bureau of Criminal Apprehension ("DPS" or "BCA") and the Office of MN.IT Services ("MNIT").

Agreement

1 Term of Agreement

- 1.1 **Effective Date.** July 1, 2019, 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, 2021, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

Participation in State/County Collaboration Program ("SCCP") for FY2020-2021 Biennium

The Bureau of Criminal Apprehension agrees to support a collaborative information and telecommunications technology program shared among participating Minnesota state government entities and county governments seeking to benefit from cooperative financing of shared services managed by MN.IT Central Services.

By consolidating networking needs and leveraging a MNIT-shared services infrastructure, SCCP enables sharing of an available, secure, consistent, QoS-enabled wide area network infrastructure to support state-to-county, county-to-county and county-to-public connections among 94 participants (8 state and 86 county entities). Minnesota counties leverage Minnesota's Network for Telecommunications (MNET) for secure, reliable, QoS-enabled connectivity to the state agency business systems and data applications critical to state programs in public safety, health and human services, justice and other disciplines. For purposes of this Agreement, the standard MNIT WAN Service Level Agreement covers the services provided by SCCP.

3 Consideration and Payment

DPS agrees to contribute funding to support SCCP. Remittance to MNIT by DPS will be made in equal monthly payments not to exceed **Four Hundred Forty Seven Thousand Six Hundred and 00/100 Dollars (\$447,600.00)** for each of fiscal years 2020 and 2021. The total obligation of DPS to MNIT shall not exceed **Eight Hundred Ninety Five Thousand Two Hundred and 00/100 Dollars (\$895,200.00)** during the Term of Agreement.:

DPS funds will be used exclusively for costs associated with SCCP and costs will be shared based on the fixed and variable costs of SCCP.

MNIT will serve as the fiscal manager of this Agreement and 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 MNIT services rates for access circuits, routers, bandwidth, etc., which are pre-approved by Minnesota Management and Budget and published in the current Rate Schedule.

4 Conditions of Payment

Upon execution of this Agreement, MNIT will bill BCA on a monthly basis, and BCA will process payment to MNIT using SWIFT bilateral netting.

5 Authorized Representatives

BCA's Authorized Representative is the person below, or her successor:

164581

SWIFT Contract Number: ~~157899~~

Name: Dana Gortz, Deputy Superintendent
Address: Dept. of Public Safety; Bureau of Criminal Apprehension
1430 Maryland Avenue East
Saint Paul, MN 55106
Telephone: 651.793.1007
Email Address: Dana.Gotz@state.mn.us

MNIT's Authorized Representative is the person below, or his successor:

Name: Tu Tong, Chief Financial Officer
Address: Minnesota IT Services
400 Centennial Bldg., 658 Cedar Avenue
Saint Paul, MN 55155
Telephone: 651.556.8028
Email Address: Tu.Tong@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.

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164581

SWIFT Contract Number: ~~157699~~

1 State Encumbrance Verification

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

By: Stacey Longmuir

Date: 8/13/19

Purchase Order Number: ~~3-59816~~ 3-62185

2 Minnesota IT Services (MNIT)

DocuSigned by:
By: Tracy Gerasch
58BF08075AF64... (with delegated authority)

Printed Name: Tracy Gerasch

Title: Procurement Director

Date: 6/27/2019

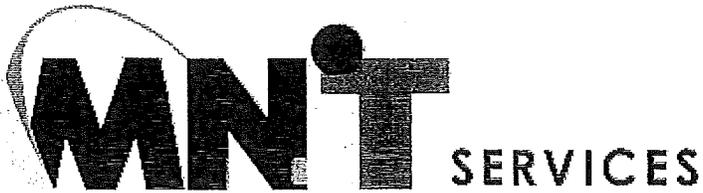
3 Department of Public Safety; Bureau of Criminal Apprehension

By: Dana Gotz
(with delegated authority)

Printed Name: Dana Gotz, Deputy Superintendent

Title: _____

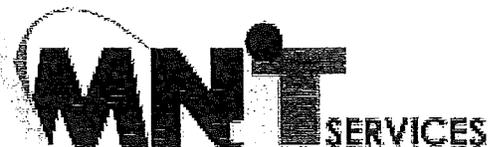
Date: 6/27/2019



Comprehensive IT Service Level Agreement

in Direct Support of the Department of Public Safety
Business Operations

Effective Date: July 1, 2012



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 that reads 'Mary Ellison' is written over a horizontal line.

Mary Ellison

Deputy Commissioner

MN Dept. of Public Safety

June 28, 2012

A handwritten signature in cursive script that reads 'Paul B. Meekin' is 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, 2012,¹ 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

¹ *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.



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
Agency Primary Contact:	Mary Ellison	651/201-7173	mary.ellison@state.mn.us
MN.IT Services Contact	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.



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
Critical-1 Incident is identified	Agency is notified that a Critical-1 incident is in progress	Email sent to Critical-1 distribution list Service Desk ACD (Automated Call Distributor) is updated	Within 20 minutes of Critical incident being identified

COMPREHENSIVE IT SERVICE LEVEL AGREEMENT

During a Critical-1 Incident	The Service Desk updates Agency regularly while the Critical-1 incident is occurring	Email to the Critical-1 distribution list Service Desk ACD message updated	Every hour, on the hour or as pertinent information becomes available
Critical-1 Incident is resolved	Agency is notified of resolution	Email to the Critical-1 distribution list Service Desk ACD message updated.	Within 10 minutes of resolution
After-Action Analysis and Agency follow-up	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	Service.Desk@state.mn.us
Web Site and Service Catalog	www.MN.gov/oet

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	https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx

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 Time to Resolve: 2 hours Ticket update interval: 30 minutes
High (P2)	Down: Archive Services, CCH Agency Interface, DANCO, IBIS 2-Finger , ISS, Statute Service. Degraded: CCH, AFIS, eCharging, Hot Files, LEMS, NCIC, NLETS, PsPortals, Telephone voice service, VPN Service	Time to Engage: 15 minutes Time to Resolve: 4 hours 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,	Time to Engage: 2 hours or next bus. day Time to Resolve: 4 business hours Ticket update interval: 2 business hours
Low (P4)	Warrant Services Down: Automated Pawn System, BCA Insider/Intranet, CJIR, CRM, Crime Scene App, Supplemental Reporting.	Time to Engage: Next business day Time to Resolve: 40 business hours 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
Critical-1 Incident is identified	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
During a Critical-1 Incident			
Critical-1 Incident is resolved			
After-Action Analysis and Agency follow-up			

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	http://dps-web.dps.state.mn.us/Pubportal/View_Community_OTSS.asp

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	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 Service Desk HEAT Ticket is updated	
During a Critical-1 Incident		Email to the Critical-1 distribution list Service Desk HEAT Ticket message updated	
Critical-1 Incident is resolved		Email to the Critical-1 distribution list 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.



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

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:

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

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 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:

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

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

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* *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 Priority 3: Medium - 2 business days Priority 2: High - 8 hours 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* *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 Priority 3: Medium - 2 business days Priority 2: High - 8 hours 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 Priority 3: Medium - 2 business days Priority 2: High - 8 hours 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:

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

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

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* *not including Downtime for scheduled maintenance

COMPREHENSIVE IT SERVICE LEVEL AGREEMENT

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 Priority 3: Medium - 2 business days Priority 2: High - 8 hours 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* *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 Priority 3: Medium - 2 business days Priority 2: High - 8 hours 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.

COMPREHENSIVE IT SERVICE LEVEL AGREEMENT

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* *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 Priority 3: Medium - 2 business days Priority 2: High - 8 hours 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* *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 Priority 3: Medium - 2 business days Priority 2: High - 8 hours 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"> The service is not operational for one or more users outside of the hours of availability.
Priority 3: Medium	<ul style="list-style-type: none"> A major function of the service is reported as non-operational during Downtime Period. Enhancement requests
Priority 2: High	<ul style="list-style-type: none"> A minor function of service is not operational for one or more users (who can continue to use other service functions). A user has questions about the service functionality or needs assistance in using the service. A user needs administrative assistance.
Priority 1: Critical	<ul style="list-style-type: none"> The service is not operational for multiple users during scheduled availability. A major function of the service is not operational for multiple users during the hours that the service is scheduled for availability.

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. <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 Priority 3: Medium - 2 business days Priority 2: High - 8 hours 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"> • The service is not operational for one or more users outside of the hours of availability
Priority 3: Medium	<ul style="list-style-type: none"> • A major function of the service is reported as non-operational during Downtime Period • Enhancement requests
Priority 2: High	<ul style="list-style-type: none"> • A minor function of the service is not operational for one or more users (who can continue to use other application functions) • A user has questions about the service functionality or needs assistance in using the service

COMPREHENSIVE IT SERVICE LEVEL AGREEMENT

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

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 Priority 3: Medium - 2 business days Priority 2: High - 8 hours Priority 1: Critical - 2 hours
Service Request	Measure the maximum time required to respond to a request.	Typical – 1 business day 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 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"> • Dial Tone Services – minor incidents that do not affect overall functionality • Voice Related Services – minor incidents that do not affect overall functionality
Priority 3: Medium	<ul style="list-style-type: none"> • Dial Tone Services – telephone service for individual user is non-functional • Voice Related Services – a service for an individual user is non-functional

COMPREHENSIVE IT SERVICE LEVEL AGREEMENT

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

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* *not including Downtime for scheduled maintenance
Service Availability – PBX	Measures the availability for MN.IT Enterprise IPT services.	99.9% availability* *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 Priority 3: Medium - 2 business days Priority 2: High - 8 hours 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* *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 Priority 3: Medium - 2 business days Priority 2: High - 8 hours 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:

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

Applicable days in calendar month x 24 x 60

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

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 Priority 3: Medium - 2 business days Priority 2: High - 8 hours 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 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:

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

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"> • Troubleshooting of one-off "additional" software • Troubleshooting of accessories and peripherals
Priority 3: Medium	<ul style="list-style-type: none"> • A workstation hardware failure or software error • Troubleshooting of commonly requested "additional" software
Priority 2: High	<ul style="list-style-type: none"> • A major function of the Workstation Management supporting infrastructure, such as a file or print server unavailable to end users
Priority 1: Critical	<ul style="list-style-type: none"> • Workstation virus or malware outbreak

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* *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 Priority 3: Medium - 2 business days Priority 2: High - 8 hours 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 ** 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** 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* *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 Priority 3: Medium - 2 business days Priority 2: High - 8 hours 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 Priority 3: Medium - 2 business days Priority 2: High - 8 hours 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; 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* *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 Priority 3: Medium - 2 business days Priority 2: High - 8 hours 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* *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 Priority 3: Medium - 2 business days Priority 2: High - 8 hours 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. *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 Priority 3: Medium - 2 business days Priority 2: High - 8 hours 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 Priority 3: Medium - 2 business days Priority 2: High - 8 hours Priority 1: Critical - 2 hours	
Service Request	Measures the maximum time required to respond to a request.	Typical - 1 business day 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 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* *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 Priority 3: Medium - 2 business days Priority 2: High - 8 hours 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. ** If workstation and/or resources demands exceed supply, delivery of hardware may impact	Up to 10 workstations - 10 business days from receipt of hardware. ** 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	



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

Descriptor: 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

Descripton: 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

Descripton: Web-based grants mgmt 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 %:

Sunday All Other (Typically 7x24)

Holiday All Other (Typically 7x24)

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

Descripton: WEGO

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): 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

Descriptor: 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:

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

Descriptor: Database of all fire incidents reported to SFM.

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:

Application Name: Fire Marshal Suite

Contact: State Fire Marshal Division

Descriptor: Inspection, Investigation, Sprinkler Permit / Plan Review, Fireworks, Explosives Applications, SFM Training

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: 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

Descripton: 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

Descripton: 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

Descriptor: Database of burn injuries reported to SFM under MS 626.522.

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:

Application Name: Central Employee Resource System (CER)

Contact: FAS, Rita Wurm

Descriptor: 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)

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: **Critical Incident Mgmt Software**

Contact: HSEM

Description: Operations of the State Emergency Operation Center

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:

Application Name: **Arson Suspect Pointer System**

Contact: State Fire Marshal Division

Description: Database of arson suspects.

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: **Background History/Electronic Fingerprints**

Contact: A&GED

Descripton: Integrated system to provide background history checks and fingerprint chacks 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:

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: **MCAN Amber Alert**

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: **BCA**

Business Purpose:

Application Name: **In-service training (Right to know training)**

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:

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 telephoens

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:

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)
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: Public

Additional Comments:

Best estimate - awaiting confirmation from BCA section

Business Division: BCA Administrative Services

Business Purpose: Criminal justice administration

Application Name: Duty Officer Application

Contact: 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 Persons

Contact: 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

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

Descriptor: Genotyping software for DNA lab.

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: Confidential or Protected Nonpublic

Additional Comments:

New application, Best estimate - awaiting confirmation from BCA section

Application Name: LabWeb **Contact:** BCA, Frank Dolesji, Laboratory Director

Descriptor: 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)	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): 4 Weeks (28 Days) **RTO achievable?:** TBD **Criticality:** Low

Regulatory Compliance Service Requirements:

Information Classification Service Requirements: Public

Additional Comments:

Business Division: BCA MNJIS

Business Purpose: Appropriate use-CJ systems

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

Descripton: Build and deploy 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): 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

Descripton: Centralized management of Cisco wireless network equipment.

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:

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)	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:** 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)	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:
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

Descripton: Static analysis of application source code for security vulnerability 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 %:	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: FreeRADIUS **Contact:** BCA, Kurt Augustin, Ass't Director

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%
Sunday	All Other (Typically 7x24)		
Holiday	All Other (Typically 7x24)		

Recovery Time Objective (RTO): TBD **RTO achievable?:** TBD **Criticality:**

Regulatory Compliance Service Requirements:

Information Classification Service Requirements:

Additional Comments:

Business Division: BCA MNJIS

Business Purpose: Backend service

Application Name: Kiwi Syslog

Contact: BCA, Kurt Augustin, Ass't Director

Descripton: Network device logging and reporting.

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: Loadrunner

Contact: BCA, Kurt Augustin, Ass't Director

Descripton: Automated application performance and testing.

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: 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:

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

Descripton: Will provide email notifications to Statute Service notification subscribers.

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:** 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

Descripton: Hosts BCA Insider intranet site, BCA Catalog of Services site, and others.

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:

Business Division: BCA MNJIS
Business Purpose: Backend service

Application Name: Microsoft Team Foundations Server (TFS) **Contact:** BCA, Kurt Augustin, Ass't Director

Descripton: 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

Descripton: 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:

Business Division: BCA MNJIS
Business Purpose: Backend service

Application Name: Oracle RAC **Contact:** BCA, Kurt Augustin, Ass't Director

Descripton: 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:
Additional Comments:

Application Name: Oracle RDB **Contact:** BCA, Kurt Augustin, Ass't Director

Descripton: 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:
Additional Comments:

Business Division: BCA MNJIS
Business Purpose: Backend service

Application Name: Oracle Weblogic **Contact:** BCA, Kurt Augustin, Ass't Director

Descripton: 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

Descripton: 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: WSUS **Contact:** BCA, Kurt Augustin, Ass't Director

Descripton: Management of security and other Windows updates to Windows-based desktop computers and serves.

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:

Application Name: Qflex **Contact:** BCA, Kurt Augustin, Ass't Director

Descripton: 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:

Business Division: BCA MNJIS
Business Purpose: Backend service

Application Name: NetApp Operations Manager **Contact:** BCA, Kurt Augustin, Ass't Director

Descripton: 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:

Application Name: Quest (for SCOM) **Contact:** BCA, Kurt Augustin, Ass't Director

Descripton: 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:

Business Division: BCA MNJIS
Business Purpose: Backend service

Application Name: Rational Software Architect **Contact:** BCA, Kurt Augustin, Ass't Director

Descripton: 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

Descripton: 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:

Business Division: BCA MNJIS
Business Purpose: Backend service

Application Name: Rational Team Concert **Contact:** BCA, Kurt Augustin, Ass't Director

Descriptor: 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: RedHat Satellite Server **Contact:** BCA, Kurt Augustin, Ass't Director

Descriptor: Centralized management of Red Hat Enterprise Linux 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): 24 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: RSA SecurID Ace server **Contact:** BCA, Kurt Augustin, Ass't Director

Descripton: 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:

Application Name: Scribe **Contact:** BCA, Kurt Augustin, Ass't Director

Descripton: 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:

Business Division: BCA MNJIS

Business Purpose: Backend service

Application Name: Service Desk Express

Contact: BCA, Kurt Augustin, Ass't Director

Descriptor: 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)

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: Solarwinds

Contact: BCA, Kurt Augustin, Ass't Director

Descriptor: Network management and troubleshooting.

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:

Business Division: BCA MNJIS
Business Purpose: Backend service

Application Name: SQL Server 2005 **Contact:** BCA, Kurt Augustin, Ass't Director

Descripton: 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:

Application Name: SQL Server 2008 **Contact:** BCA, Kurt Augustin, Ass't Director

Descripton: 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:

Business Division: **BCA MNJIS**

Business Purpose: **Backend service**

Application Name: **Websense**

Contact: BCA, Kurt Augustin, Ass't
Director

Descripton: 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

Descripton: 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:

Business Division: BCA MNJIS

Business Purpose: Backend service

Application Name: VMware vCenter

Contact: BCA, Kurt Augustin, Ass't Director

Descripton: 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:

Business Division: BCA MNJIS

Business Purpose: Citizen information

Application Name: Public CCH on the Internet

Contact: BCA, CHRI Asst. Director

Descriptor: 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:

Business Division: BCA MNJIS

Business Purpose: Criminal justice administration

Application Name: Print Print

Contact: BCA, Margarita Rock, Ass't Director

Descripton: 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:

Application Name: PSNext

Contact: BCA, Oded Galili, Deputy Director

Descripton: 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

Descriptor: The user interface for accessing the Law Enforcement Message Switch

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: 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

Descriptor: 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)	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: 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

Descriptor: 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

Descriptor: Service that provide download 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

Business Division: **BCA MNJIS**

Business Purpose: **Criminal justice administration**

Application Name: **MyBCA**

Contact: BCA, Kurt Augustin, Ass't
Director

Descriptor: 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

Descriptor: 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:

Business Division: BCA MNJIS

Business Purpose: Criminal justice administration

Application Name: MNJIS LaunchPad

Contact: BCA, Dana Gotz, Executive Director

Descriptor: 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)	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: 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

Descriptor: 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)	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: N/A

Information Classification Service Requirements: Private or Nonpublic

Additional Comments:

Business Division: BCA MNJIS

Business Purpose: Criminal justice administration

Application Name: Livescan

Contact: BCA, Margarita Rock, Ass't Director

Descriptor: 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.

Application Name: LiveScan Message Enhancement (LME)

Contact: BCA, Margarita Rock, Ass't Director

Descriptor: 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:

Business Division: BCA MNJIS
Business Purpose: Criminal justice administration

Application Name: Identity and Access Management (IdAM) **Contact:** BCA, Kurt Augustin, Ass't Director

Descripton: 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

Descripton: 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:

Business Division: BCA MNJIS
Business Purpose: Criminal justice administration

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

Business Division: BCA MNJIS

Business Purpose: Criminal justice administration

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:

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:

Business Division: BCA MNJIS

Business Purpose: Criminal justice administration

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:

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:

Business Division: BCA MNJIS

Business Purpose: Criminal justice administration

Application Name: DNR-CCH Match

Contact: BCA, Margarita Rock, Ass't Director

Descriptor: 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:

Application Name: Agency Interface (AI)

Contact: BCA, CHRI Asst. Director

Descriptor: 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:

Business Division: BCA MNJIS

Business Purpose: Criminal justice administration

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:

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

Business Division: BCA MNJIS

Business Purpose: Law enforcement

Application Name: Automated Fingerprint Identification System (AFIS) **Contact:** BCA, Margarita Rock, Ass't Director

Descriptor: 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

Descriptor: 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

Business Division: BCA MNJIS
Business Purpose: Law enforcement

Application Name: Criminal Justice Reporting System (CJRS) **Contact:** BCA, Dana Gotz, Executive Director

Descripton: 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)	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:** 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

Descripton: Provides for the centralixzed sharing of Records Management Data between law enforcement

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:

Business Division: BCA MNJIS

Business Purpose: Law enforcement

Application Name: Flat Print Rapid Identification (2FRID) **Contact:** BCA, Margarita Rock, Ass't Director

Descriptor: Technology that allows the use of two finger biometric capture 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

Descriptor: 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

Business Division: BCA MNJIS
Business Purpose: Law enforcement

Application Name: License Plate Reader (LPR) **Contact:** BCA, Robert Johnson, Deputy Director

Descripton: 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:

Application Name: Law Enforcement Message Switch (LEMS) **Contact:** BCA, Robert Johnson, Deputy Director

Descripton: 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:

Business Division: BCA MNJIS
Business Purpose: Law enforcement

Application Name: Minnesota Repository of Arrest Photos (MRAP) **Contact:** BCA, Margarita Rock, Ass't Director

Descriptor: 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:

Application Name: Minnesota Hot Files **Contact:** BCA, Margarita Rock, Ass't Director

Descriptor: 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:

Business Division: BCA MNJIS
Business Purpose: Law enforcement

Application Name: Permit Tracking System (PTS) **Contact:** BCA, Margarita Rock, Ass't Director

Descriptor: 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:

Application Name: Supplemental Reporting **Contact:** BCA, Dana Gotz, Executive Director

Descriptor: 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:

Business Division: BCA MNJIS

Business Purpose: Law enforcement

Application Name: Predatory Offender Registration System
(POR)

Contact: BCA, CHRI Asst. Director

Descripton: Registry of statute identified predatory offenders

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: MN State Statute

Information Classification Service Requirements: Confidential or Protected Nonpublic

Additional Comments:

Business Division: COMM

Business Purpose:

Application Name: COM Vest Reimbursement

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:

Application Name: Employee Recognition

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: DVS

Business Purpose:

Application Name: eFax

Contact:

Descripton: route incoming faxes, supports ID, DL, MV functions

Attended Hours of Operation:

Monday - Friday All Other (Typically 7x24)

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:

Application Name: Arrival /Ascent / 3m Program

Contact:

Descripton:

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: DVS

Business Purpose: Accounting and budgeting

Application Name: DVS No Good Checks (aka Bad Checks)

Contact: DVS Support Services

Descripton: 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

Descripton: 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

Application Name: Document Management

Contact: DVS Support Services

Descriptor: 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:

Business Division: DVS

Business Purpose: infomration and access

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

Descriptor: 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:

Business Division: DVS

Business Purpose: Licenses or permits

Application Name: Qtest

Contact:

Descripton: 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

Descripton: 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:

Business Division: DVS

Business Purpose: Licenses or permits

Application Name: E-Support Collections

Contact: DVS DriversServices

Descripton: litems 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:

Descripton: 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:

Business Division: DVS

Business Purpose: Licenses or permits

Application Name: eSupport - dealer system

Contact:

Descriptor: 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:

Application Name: eSupport - driver evaluation

Contact:

Descriptor: 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:

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

Descripton: 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:

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)

Saturday N/A

Sunday N/A

Holiday N/A

Hours of Operation currently met?: Yes

Availability Service Levels %: 100%

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:

Descriptor: 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:

Descriptor: 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:

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:

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:

Business Division: HSEM

Business Purpose:

Application Name: **HSEM PR1 - Radiological Preparedness Annual Report**

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:

Application Name: **CDX viewer for Pollution Prevention data**

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: HSEM

Business Purpose:

Application Name: EPCRA Tier II Manager

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: Verification Report

Contact:

Descripton:

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:

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:

Business Division: MSP

Business Purpose: Criminal justice administration

Application Name: Electronic Citation Warning Application

Contact: State Patrol

Descriptor: 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

Descripton: Assists in managing property seized under the forfeiture process.

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?:** Yes **Criticality:** Low

Regulatory Compliance Service Requirements:
Information Classification Service Requirements:
Additional Comments:

Application Name: ASPEN **Contact:** State Patrol

Descripton: Report Commercial Vehcile and Driver Inspections to the Federal Government.

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:

Business Division: MSP
Business Purpose: Law enforcement

Application Name: Automated Field Reporting **Contact:** State Patrol

Descriptor: Will allow Troopers to complete law enforcement reports 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): 8 Hours **RTO achievable?:** Yes **Criticality:** High

Regulatory Compliance Service Requirements:
Information Classification Service Requirements:
Additional Comments:

Application Name: Accident Reconstruction **Contact:** State Patrol

Descriptor: Allows Troopers to reconstruct accidents using technology.

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?:** Yes **Criticality:** Medium

Regulatory Compliance Service Requirements:
Information Classification Service Requirements:
Additional Comments:

Business Division: MSP

Business Purpose: Law enforcement

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:

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:

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)
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:

Application Name: Audio Log

Contact: State Patrol

Description: Records 911 and communications center audio.

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: Automated Vehicle Location Software

Contact: State Patrol

Description: Captures GPS data from squads.

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: Backup Exec 2010

Contact: State Patrol

Description: Enterprise backup software for systems and 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: **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:

Business Division: MSP

Business Purpose: Law Enforcement

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:

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:

Business Division: MSP
Business Purpose: Law Enforcement

Application Name: Solarwinds **Contact:** State Patrol

Descriptor: Network management and troubleshooting.

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: SQL Server 2005 **Contact:** State Patrol

Descriptor: 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:

Business Division: MSP
Business Purpose: Law Enforcement

Application Name: SQL Server 2008 **Contact:** State Patrol

Descripton: 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:

Application Name: State Unit Crashes **Contact:** State Patrol

Descripton: 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:

Business Division: MSP
Business Purpose: Law Enforcement

Application Name: Symantec Altiris Helpdesk/Deployment Solution **Contact:** State Patrol

Descripton: 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

Descripton: 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

Descripton: 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

Descripton: 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:

Business Division: MSP
Business Purpose: Law Enforcement

Application Name: WatchGuard Squad Video

Contact: State Patrol

Description: Captures squad car video

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: Websense

Contact: State Patrol

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): 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: 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:

Business Division: MSP
Business Purpose: Law Enforcement

Application Name: WSUS **Contact:** State Patrol

Descriptor: 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

Descriptor: 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

Descripton: 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

Descripton: 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:

Business Division: MSP
Business Purpose: Law Enforcement

Application Name: Positron NG 911 software **Contact:** State Patrol

Descriptor: 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:

Application Name: Power DMS **Contact:** State Patrol

Descriptor: 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:

Business Division: MSP

Business Purpose: Law Enforcement

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)

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:

Regulatory Compliance Service Requirements:

Information Classification Service Requirements:

Additional Comments:

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)

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: MDC Log Report Application **Contact:** State Patrol

Descripton: Report generator for mobile data computer information

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: Media Web **Contact:** State Patrol

Descripton: Allows State Patrol to post public data involving traffic crashes to the 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 %:	99%
Sunday	All Other (Typically 7x24)		
Holiday	All Other (Typically 7x24)		

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

Application Name: MSP Application Security **Contact:** State Patrol

Descripton: Usernames, Passwords, Application Access/Rights for MSP developed 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): 72 Hours **RTO achievable?:** **Criticality:** Low

Regulatory Compliance Service Requirements:
Information Classification Service Requirements:
Additional Comments:

Application Name: MSP Aviation **Contact:** State Patrol

Descripton: Application used by MSP Flight Section

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: 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:

Business Division: MSP
Business Purpose: Law Enforcement

Application Name: CAD Reports Application **Contact:** State Patrol

Descriptor: 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

Descriptor: 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:

Business Division: MSP

Business Purpose: Law Enforcement

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:

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:

Business Division: MSP

Business Purpose: Law Enforcement

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:

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:

Business Division: MSP
Business Purpose: Law Enforcement

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:

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:

Business Division: MSP
Business Purpose: Law Enforcement

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:

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

Descripton: 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

Descripton: 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

Descripton: 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

Descripton: 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:

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: **OJP Training**

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: OOC

Business Purpose:

Application Name: OOC Press Release 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: **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:

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: **DPS Intranet CMS**

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: OTSS

Business Purpose:

Application Name: DPS Main

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: DPS Web Content Management

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:

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:

Business Division: SFM

Business Purpose: Suite

Application Name: Explosives Database

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 Explosives Application

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 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.

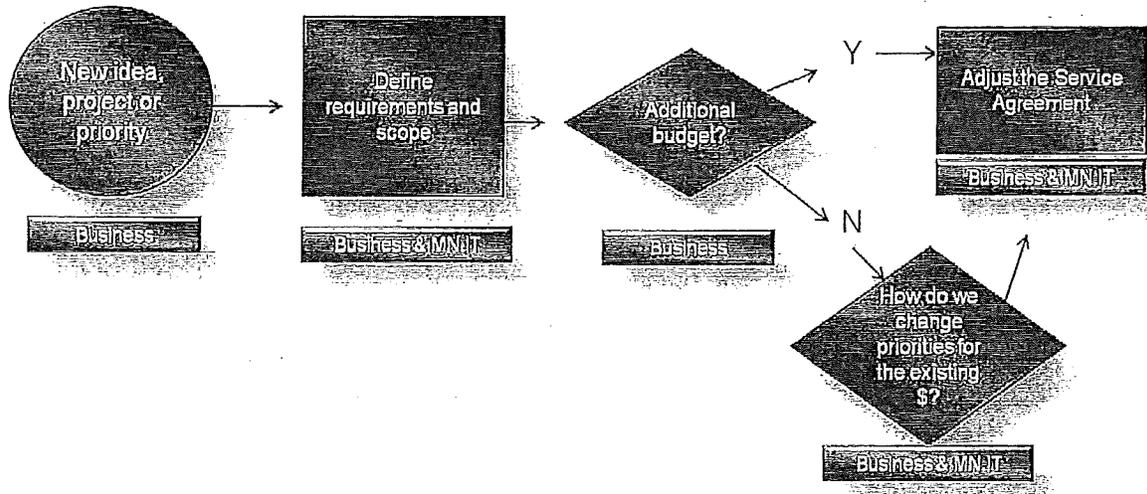
Under the terms of this SLA, the management of IT project resources and project priorities is an iterative process throughout the fiscal year, managed through a cooperative relationship between MN.IT Services and Agency business leadership.

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/\(Policies and Standards\)](http://mn.gov/oet/policies-and-standards/(Policies%20and%20Standards))
- 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

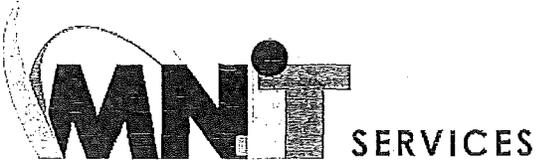
Application Development	8:00 AM – 4:30 PM (M-F)	Steve Mueller	651/201-7755	steve.l.mueller@state.mn.us
MSP Project Management	8:00 AM – 4:30 PM (M-F)	Steve Bluml	651-201-7119	steven.bluml@state.mn.us
MNJIS Project and Portfolio Management	7:00 AM – 4:30 PM (M-F)	Oded Galili	651/793-2710	oded.galili@state.mn.us

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.



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/Program 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	Contract	Software	Telecommunications	Hardware	Repairs & Maintenance	Other/Non-Salary	Total Expense by Type
Standard IT Services	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
Applications	3,540,208	2,007,342	4,177,379	3,373,161	81,948	19,520	384,480	13,584,037
Projects & Initiatives	1,400,422	11,231,725	742,899	241,235	2,062,417	491,264	152,091	16,322,053
Enabling Services	1,498,558	58,560	139,002	60,176	34,688	8,263	162,749	1,961,995
Support Services	2,342,878	91,554	217,318	94,081	54,232	12,918	254,445	3,067,426
Total:	12,053,000	13,517,000	5,580,000	3,900,000	2,309,000	550,000	1,309,000	39,218,000

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	Description	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

COMPREHENSIVE IT SERVICE LEVEL AGREEMENT

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	Salaries	Inf/Tech	Software	Telecomm. / consultants	Hardware	Repair / maint / travel	All Other / non-Salary	Total Expense by Type
Standard IT Services	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
Projects & Initiatives	28,050	0	330	2,640	0	0	2,970	33,990
Enabling Services	0	0	0	0	0	0	0	0
Support Services	28,900	0	340	2,720	0	0	3,060	35,020
Total:	85,000	0	1,000	8,000	0	0	9,000	103,000



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

- 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.



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.



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>
- 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.



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: 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"> ▪ Enterprise e-mail or enterprise messaging outage or impaired service ▪ State portal services down or impaired ▪ VOIP/CCM/phone outage or impaired service ▪ Mainframe or significant LPAR outage or impaired service ▪ Network outage or impaired service impacting large subset of Users 	<p>2 Hours</p> <p>(24x7)</p>	<ol style="list-style-type: none"> 1. Incident submission 2. ACD updates 3. Email/phone updates* 4. Incident ticket updates 5. External media (e.g., reporters, newspaper) 6. Incident resolution 7. Incident closure <p>* Email is the preferred medium; phone updates will be utilized as deemed appropriate</p>	<ol style="list-style-type: none"> 1. Automated email 2. Initial; then hourly 3. Initial notification; then hourly 4. Initial acceptance from assignee group within 15 minutes; updates every 30 minutes 5. As determined by the Communication Director and Executive Team 6. Email 7. Automated email

COMPREHENSIVE IT SERVICE LEVEL AGREEMENT

Priority	Description	Resolution Target	Notification/Communication	Media / Timescale
2: 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"> ▪ being highly visible, ▪ impacting a significant number of Users, ▪ impacting a major agency, application or service, <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"> 1. Incident submission 2. Incident ticket updates 3. Email / Phone updates to submitter 4. Incident closure 	<ol style="list-style-type: none"> 1. Automated email 2. Initial acceptance from assignee group within 15 minutes; updates every 60 minutes 3. Every two hours 4. Automated email
3: 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"> ▪ being visible, ▪ impacting a limited number of Users, <p>where a resource or service is down or degraded.</p>	<p>2 Business Days</p>	<ol style="list-style-type: none"> 1. Incident submission 2. Incident ticket updates 3. Email / Phone updates to submitter 4. Incident closure 	<ol style="list-style-type: none"> 1. Automated email 2. Initial acceptance from assignee group within one business hour; updates every 4 business hours 3. Once per business day 4. Automated email
4: Low	<p>Any Incident that impacts:</p> <ul style="list-style-type: none"> ▪ a small number of Users or a single User, <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"> 1. Incident submission 2. Incident ticket updates 3. Email / Phone updates to submitter 4. Incident closure 	<ol style="list-style-type: none"> 1. Automated email 2. Initial acceptance from assignee group within one business day; updates every two days 3. Minimally twice during lifecycle of Incident 4. Automated email

Incident/Request Status Definitions:

Status	Description
Assigned	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.
Accepted	Incident has been accepted by the Support Group and been assigned to an individual in the group to resolve the Incident.
Resolved	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
Closed	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
Suspended Internal	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.
Customer Pending	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



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



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.

YTD IT Expenses, Enterprise Credit Amount, Adj. YTD IT Expenses, Non-Payroll Encumbrance Amt, Salary & Fringe F

BY IT SPEND CATEGORY, TYPE, AGENCY DESCRIPTION

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
<input type="checkbox"/> P07-PUBLIC SAFETY DEPARTMENT	\$77,142,146	(\$774,322)	\$76,367,824	\$88,714			\$76,456,538
<input type="checkbox"/> AGENCY PASS-THROUGH	\$64,325,242		\$64,325,242	\$88,714			\$64,413,956
<input type="checkbox"/> NON-PAYROLL	\$44,478,462		\$44,478,462	\$88,714			\$44,567,176
<input type="checkbox"/> PAYROLL	\$19,846,780		\$19,846,780	\$0			\$19,846,780
<input type="checkbox"/> ENTERPRISE SERVICES	\$12,816,904	(\$774,322)	\$12,042,583				\$12,042,583
<input type="checkbox"/> BILLCOR	\$0		\$0				\$0
<input type="checkbox"/> COMPUTING	\$9,234,115	(\$772,414)	\$8,461,701				\$8,461,701
<input type="checkbox"/> MANBILL	\$95,518		\$95,518				\$95,518
<input type="checkbox"/> VOICE	\$874,178		\$874,178				\$874,178
<input type="checkbox"/> WAN	\$2,613,093	(\$1,907)	\$2,611,185				\$2,611,185
Total	\$77,142,146	(\$774,322)	\$76,367,824	\$88,714			\$76,456,538

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