



## Minnesota Board of Peace Officer Standards and Training

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St. Paul, MN 55104-3825  
(651) 643-3060 • Fax (651) 643-3072  
[www.post.state.mn.us](http://www.post.state.mn.us)

October 12, 2022

Representative Carlos Mariani, Chair, Public  
Safety and Criminal Justice Reform Finance  
and Policy Division

[rep.carlos.mariani@house.mn](mailto:rep.carlos.mariani@house.mn)

Representative Brian Johnson, Public Safety  
and Criminal Justice Reform Finance and  
Policy Division [rep.brian.johnson@house.mn](mailto:rep.brian.johnson@house.mn)

Senator Warren Limmer, Chair, Senate  
Judiciary and Public Safety Finance Policy  
Committee [sen.warren.limmer@senate.mn](mailto:sen.warren.limmer@senate.mn)

Senator Ron Latz, Senate Judiciary and Public  
Safety Finance Policy Committee  
[sen.ron.latz@senate.mn](mailto:sen.ron.latz@senate.mn)

**Subject:** Interagency Agreements and Intra-Agency Transfers

In accordance with Minnesota Laws of 2017, First Special Session, Chapter 4 Article 2 Section 16 and M.S. 15.0395, attached is the specified list of FY2022 interagency and intra-agency transfers, and copies of the required agreements.

Please do not hesitate to contact me at 651-201-7789 or email [erik.misselt@state.mn.us](mailto:erik.misselt@state.mn.us) with questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Erik Misselt".

Erik Misselt  
Executive Director  
Minnesota Board of Peace Officer Standards and Training

Attachments

cc: Legislative Reference Library

**Peace Officers Board (POST)**  
 FY 2022 Interagency Agreements and Service Level Agreements  
 October 14, 2022

Agency	Amount	Legal Authority	Purpose	Effective Date	Duration
MNIT Administration	\$ 533,849 \$ 103,000	MS 471.59 MS 16B.371	MNIT to provide IT services to agency Admin to provide SMART services	7/1/2021 7/1/2021	FY 2022 FY 2022-23
<b>Total</b>	<b>\$ 636,849</b>				



## BENCHMARK ANALYTICS® SOFTWARE AS A SERVICE AGREEMENT

<b>Benchmark Solutions LLC DBA Benchmark Analytics LLC ("Benchmark")</b> 4619 N. Ravenswood Avenue Suite 203 Chicago, IL 60640 <a href="mailto:support@benchmarkanalytics.com">support@benchmarkanalytics.com</a>	<b>This Software as a Service Agreement "Agreement" is not valid until accepted and signed by an authorized representative of Benchmark in Chicago, Illinois.</b>  Effective Date: <u>Upon date of final signature</u>
<b>Client Information</b>	
Client: State of Minnesota, Office of MN.IT Services, for and on behalf of the Minnesota Board of Peace Officer Standards and Training  Address: 658 Cedar St., St. Paul, MN 55155	Contact: Title: Telephone: Email:

**I. Subscription Fees:**

Annual subscription fees ("Fees"), inclusive of integrations noted in Section III below, shall be in the amount of \$275,000 for year 1 of the Term. Pricing for the subsequent Years 2 and 3 of any renewals shall be as follows:

Year 2: \$240,000.00

Year 3: \$280,000.00

Fees are subject to an annual increase up to 2% in each year subsequent to year 3 of the Term. Client shall pay Fees for year 1 of the Term within 30 days from the effective date set forth above (the "Effective Date") and shall pay Fees for each subsequent year of the Term on or before the subsequent anniversary of the Effective Date. Notwithstanding the foregoing, the Parties agree that purchases of software subscriptions, if any, will be purchased through an authorized reseller under a State of Minnesota contract, and any payments will be made directly to the authorized reseller, subject to reseller markup, and not the Licensor.

**II. Service Level Specifications:**

**III. Additional Terms:**

1. **Access and Use.** Benchmark has developed a software application designed for its clients' personnel to enter, manage, track, report and analyze various law enforcement-related information and to perform other incidental and subsidiary functions, known as "Benchmark Analytics" (the "Services"). Subject to and conditioned on Client's payment of Fees and compliance with all other terms and conditions of this Agreement, Benchmark hereby grants Client a non-exclusive, non-transferable right to access and use the Services indicated below, during the Term, solely for use by Client's administrators, employees and other Client-authorized persons or entities ("Users") in accordance with the terms and conditions herein and any additional terms applicable to Users. Such use is limited to Client's internal use. Benchmark shall provide to Client the necessary passwords, security codes and network links or connections to allow Client to access the Services ("Access Credentials").
  - Internal complaint and case management tracking system
  - Internal Affairs data submission portal
  - Officer Database
2. **Term.** The initial term of this Agreement shall be for one (1) year from the Effective Date (the "Initial Term"), unless terminated earlier pursuant to this Agreement's express provisions, and Client shall have the option to renew for subsequent one (1) year terms (collectively the "Term"), at pricing pursuant to section I of this Agreement.
3. **Restrictions.**
  - a. Client may only use the Services strictly in accordance with (1) all applicable laws, including without limitation, employment laws and data privacy and security laws, (2) the supporting materials ("User Materials") provided by Benchmark, and (3) any other restrictions and requirements set forth herein. Client agrees that while the Services and the reports generated for Client ("Client Reports") may be used by Client in employment-related matters, they are not designed to be, nor shall they be, utilized as the substantial or sole factor in any employment-related decisions and are only designed to provide information to Client. Benchmark shall not be responsible for Clients' or its Clients' employees' use of the Services or any Client Reports generated by the Service. All employment-related decisions of Client, including without limitation the termination or discipline of any employee of Client, and Client's use of the Services, is at the sole discretion and responsibility of Client, and Benchmark shall have no responsibility whatsoever for any such decisions. In no event shall Benchmark be required to monitor or supervise the use of the Services by Client or any authorized users and compliance with the terms of this Agreement by all authorized users shall at all times be and remain the Client's sole responsibility.
  - b. Client shall not use the Services for any purposes beyond the scope of the access granted in this Agreement. Client shall not at any time, directly or indirectly, permit any Users or any third-party to: (i) copy, modify, or create derivative works of the Services or User Materials, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or User Materials; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or User Materials, misappropriates, or otherwise violates any intellectual property (IP) right or other right of any person, or that violates any applicable law; or (v) use the Services or User Materials for the purpose of creating any competing or similar service or software.
4. **Intellectual Property.**
  - a. Benchmark acknowledges that, as between Benchmark and Client, Client owns all right, title, and interest, including all intellectual property rights, in and to information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Client or a User through the Services ("Client Data"). Client hereby grants to Benchmark a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Client Data and perform all acts with respect to the Client Data as may be necessary for Benchmark to provide the Services to Client..
  - b. Client acknowledges that, as between Client and Benchmark, Benchmark and its licensors own all right, title, and interest, including all intellectual property rights, in and to the Services, all underlying software for the Services, the User Materials, and any and all intellectual property provided to Client or any User in connection with the foregoing, including, without limitation, Aggregated Statistics and any information, data, or other content derived from Benchmark's monitoring of Client's access to or use of the Services ("Benchmark IP"). For the avoidance of doubt, Benchmark IP excludes Client Data.
5. **Aggregate Statistics.** Notwithstanding anything to the contrary in this Agreement, Benchmark may monitor Client's use of the Services and collect and compile data and information related to Client's use of the Services that is used by Benchmark in an aggregate and anonymized manner, including, but not limited to, compilation of statistical and performance information related to the provision and operation of the Services ("Aggregated Statistics"). Client acknowledges that Benchmark may compile Aggregated Statistics based on Client Data input into the Services; provided, that such Aggregated Statistics do not identify Client or Client's Confidential Information.



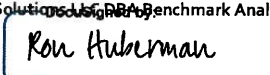
6. **Support Services.** Benchmark shall provide a customer support number for client. The customer support line may be accessed through a toll-free telephone number (1-888-40-BENCH) or via e-mail (support@benchmarkanalytics.com) and will be available Monday through Friday 8:00AM – 6:00PM (CST), excluding all federal holidays. In the event of a system wide outage, the client shall be provided with a 24-hour hotline for immediate response.
7. **Client's Obligations.**
  - a. Client is responsible and liable for all uses of the Services and User Materials resulting from access provided by Client, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Client is responsible for all acts and omissions of Users, and any act or omission by a User that would constitute a breach of this Agreement if taken by Client will be deemed a breach of this Agreement by Client. Client shall make all Users aware of this Agreement's provisions as applicable to such User's use of the Services, and shall cause Users to comply with all such provisions. For the avoidance of doubt, the Client's liability is governed by the Minnesota Tort Claims Act, Minnesota Statutes section 3.736.
  - b. Client understands and agrees that (i) Client is responsible for obtaining and installing all software and/or hardware upgrade, fixes, or enhancements required by the applicable browser software; and (ii) that Benchmark is not responsible for any compromise of data transmitted across computer networks or telecommunications facilities, including, but not limited to, the Internet.
  - c. Client shall be responsible for: (i) securely administering the distribution and use of all Access Credentials and protection against any unauthorized access to or use of the Services; and (ii) controlling the content and use of Client Data, including the uploading or other provision of Client Data to or through the Services and the accuracy thereof. Client shall immediately notify Benchmark if Client becomes aware of any loss or theft or unauthorized use of any Access Credentials.
  - d. Client shall immediately notify Benchmark if it becomes aware that the Services, or Client's use of the Services, violates or potentially violates any applicable laws.
  - e. Client is solely responsible for maintaining the confidentiality of Client's user name(s) and password(s)
8. **Mutual Obligations.** "Confidential Information" means any information that is protected from disclosure under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, which may include the following: (a) for Benchmark, all information relating to its business affairs, products, technology (including, but not limited to, source code, research and/or analytics), confidential intellectual property, trade secrets, third-party confidential information and other sensitive or proprietary information; and (b) for Client, the identities of its Users, records of interactions with the Users, and Client Data (including, but not limited to, information regarding Client's employees). Neither party shall disclose any Confidential Information of the other party to any person or entity, except to those of its employees or contractors who require access to it in order for the party to be able to perform its obligations under this Agreement, and who are bound by confidentiality obligations consistent with the terms of this Section, and except to the extent otherwise permitted by the licenses granted in Sections 5. The receiving party shall be responsible and liable for compliance with this Section by its employees and contractors. This Section does not apply to any information that (i) becomes generally publicly available other than as a result of improper disclosure by the receiving party; (ii) is independently developed by the receiving party without use of the Confidential Information of the disclosing party; (iii) becomes available on a non-confidential basis from a third-party that is not bound by confidentiality; or (iv) is known to the receiving party at the time of disclosure. To the extent required by any applicable law, regulation, or order of any court or governmental body, disclosure of Confidential Information is not a breach of this Agreement; provided, that the party required to disclose it (a) promptly, and prior to such disclosure, notifies the other party so that it can seek a protective order or other remedy, and (b) prior to any disclosure, asserts the confidential nature of the Confidential Information.
9. **Indemnification.** Benchmark shall indemnify, defend, to the extent permitted by the Minnesota Attorney General, and hold harmless Client from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("Losses") incurred by Client resulting from any third-party claim, suit, action, or proceeding ("Third-Party Claim") that the Services, or any use of the Services in accordance with this Agreement, infringes or misappropriates such third-party's valid U.S. patent or copyright, provided that Client promptly notifies Benchmark in writing of the claim, cooperates with Benchmark, and allows Benchmark sole authority to control the defense and settlement of such claim. If such a claim is made or appears possible, Client agrees to permit Benchmark, at Benchmark's sole discretion, to (i) modify or replace the Services, or component or part thereof, to make it non-infringing, or (ii) obtain the right for Client to continue use. This Section will not apply to the extent that the alleged infringement arises from: (i) use of the Services in combination with data, software, or technology not provided by Benchmark or authorized by Benchmark in writing; (ii) modifications to the Services not made by Benchmark; (iii) failure to timely implement any modifications, upgrades, replacements or enhancements made available to Client by or on behalf of Benchmark; or (iv) Client Data or any other Client materials. THIS SECTION SETS FORTH CLIENT'S SOLE REMEDIES AND BENCHMARK'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD-PARTY.
10. **Limited Warranty: Disclaimer of Warranties.**
  - a. Benchmark warrants that the Services will substantially perform according to written functional specifications provided by Benchmark from time to time.
  - b. THE SERVICES AND BENCHMARK IP ARE PROVIDED "AS IS" AND BENCHMARK HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. BENCHMARK SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT AS STATED IN SECTION 9, BENCHMARK MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES AND BENCHMARK IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CLIENT'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.
11. **Limitation of Liability.** IN NO EVENT WILL BENCHMARK BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) DAMAGES OF ANY NATURE WHATSOEVER IN CONNECTION WITH, RELATED TO OR ARISING OUT OF ANY TERMINATION OR DISCIPLINE OF A CLIENT EMPLOYEE, OR ANY CLIENT EMPLOYMENT-RELATED MATTER, (c) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (d) LOSS OF GOODWILL OR REPUTATION; ; OR (f) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER BENCHMARK WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL BENCHMARK'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED \$250,000.
12. **Time to File Claims.**
13. **Termination.**
  - a. In addition to any other express termination right set forth in this Agreement, this Agreement may be terminated as follows: by Benchmark, if Client is in breach of any payment obligation contained in this Agreement and fails to cure such breach within ninety (90) days written notice of such breach by Benchmark; or by either party, if the other party is in material breach of any other provision of this Agreement (other than Client's obligation to pay Fees), by written notice to the other party effective sixty (60) days after the receipt of such notice unless the other party cures such breach within the sixty (60) day. In addition, Benchmark may terminate this Agreement immediately upon notice to Client in the event Client breaches its obligations under Section 4 above. Upon expiration or earlier termination of this Agreement, (i) Client shall immediately discontinue use of the Benchmark IP and, without limiting Client's obligations under Section 8, Client shall delete, destroy, or return all copies of the Benchmark IP; and (ii) Benchmark may immediately deactivate Client's account, and, after providing Client with ninety (90) days limited access to the Services for the sole purpose of permitting Client to retrieve Client Data, delete Client's account and bar any further access to such information and the Services. Client understands and agrees that Benchmark is not liable to Client, its Users, or any third-party for any termination of Client's access to the Services or deletion of Client Data or any other data of any kind.
  - b. This Section 13, and Sections 3, 4, 5, 8, 9, 10, 11, 12, 13 and 15 through 22 of Article III will survive any termination or expiration of this Agreement.
14. **Public Disclosure.** [Reserved].
15. **Severability.** Each paragraph and provision of this Agreement is severable from the entire Agreement, and, if one provision is declared invalid, the remaining provisions shall remain in effect and the invalid provision shall be reformed and amended to the extent needed to be valid.



- 16. **Force Majeure.** In no event shall Benchmark be liable to Client, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement, if and to the extent such failure or delay is caused by any circumstances beyond Benchmark's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.
- 17. **Taxes.** Fees do not include any local or state sales, value added, use or other applicable excise taxes now in force or enacted in the future, any assessment of which shall be paid by Client. Without limiting the foregoing, Client shall promptly pay to Benchmark any amounts actually paid or required to be collected or paid by Benchmark pursuant to any statute, ordinance, rule or regulation of any legally constituted taxing authority.
- 18. **Entire Agreement; Amendment; Waiver.** This Agreement supersedes all prior agreements and understandings between Client and Benchmark, including any representations, expressed or implied. Client acknowledges that this Agreement may not be changed or terminated orally. No change, termination or attempted waiver of any of the provisions of this Agreement shall be binding unless in writing and signed by an authorized representative of the party against who the same is sought to be enforced. The parties, each acting under proper authority, have signed this Agreement on the date indicated below. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- 19. **Notices.** Any notices required or permitted under this Agreement shall be in writing and shall be effective when delivered in person or sent by registered or certified mail, return receipt requested, with proper postage affixed, or by personal courier to the address set forth in this Agreement or any more recent address to which the sending party has been apprised.
- 20. **Relationship of the Parties.** Benchmark and Client are independent contractors. Neither party shall make any contracts, warranties, representations, or assume or create any other obligations, whether express or implied, in the other party's name or on its behalf.
- 21. **Assignment.** Neither party may assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the other party, and fully executed assignment agreement. Any purported assignment of rights in violation of this Section is null and void.
- 22. **Third-party Beneficiaries.** This Agreement does not and is not intended to confer any rights or remedies upon any person or entities other than Benchmark and Client.

BY SIGNING BELOW, EACH PARTY CERTIFIES THAT IT HAS READ AND AGREES WITH AND SHALL BE BOUND BY THE TERMS HEREOF.

Client: DocuSigned by:  
  
 Signature: 50BF08075AF6441  
 Name: Tracy Gerasch  
 Title: Procurement Director  
 Date: 1/28/2022

Benchmark Solutions LLC, DBA Benchmark Analytics LLC  
 Signature: 7B5F8F243A1F485...  
  
 Name: Ron Huberman  
 Title: CEO  
 Date: 1/27/2022

## Amendment 1 to SWIFT Contract No. 187276

Contract Effective Date:	<u>01/02/2021</u>	Total Contract Amount:	<u>\$100,000.00</u>
Original Contract Expiration Date:	<u>02/01/2022</u>	Original Contract:	<u>\$200,000.00</u>
Current Contract Expiration Date:	<u>02/01/2022</u>	Previous Amendment(s) Total:	<u>\$0.00</u>
Requested Contract Expiration Date:	<u>n/a</u>	This Amendment:	<u>(\$100,000.00)</u>

This amendment is by and between the State of Minnesota, acting through its Commissioner of the Minnesota Department of Information Technology Services ("State") and Benchmark Analytics whose designated business address is 4619 N Ravenswood Ave, Suite 203, Chicago, IL 60640 ("Contractor"). State and Contractor may be referred to jointly as "Parties."

### Recitals

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1. The State has a contract with the Contractor identified as SWIFT Contract Number 187276 ("Original Contract") to provide new technology for the Minnesota's Board of Peace Officer Standards and Training (POST) to capture information related to peach officers employed within the state, which is a mandate through Legislation.
2. This contract is being amended to reduce the contractual duties and the cost of the original contract.
3. The State and the Contractor are willing to amend the Original Contract as stated below.

### Contract Amendment

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

#### REVISION 1. Clause 2. "Contractor's Duties" is amended to remove:

##### 2. Contractor's Duties

The Contractor shall perform all duties described in this Contract to the satisfaction of the State.

The Contractor, who is not a State employee, shall:

Complete the duties as outlined in Revised Exhibit C, which is attached and incorporated into this contract and outlined below:

- Implement and configure a complaint submission and tracking system;
- Implement and configure a portal for data submission by Law Enforcement Agencies;
- ~~Implement and configure a training management system;~~
- Implement and configure a database to capture peace officer information.

#### REVISION 2. Clause 4.1 "Consideration" is amended as follows:

4.1 Consideration. The State will pay for performance by the Contractor under this Contract as follows:

4.1.1 Compensation. The Contractor will be paid in accordance with the breakdown of costs as set forth in Revised Exhibit D, which is attached and incorporated into this contract.

4.1.2 Total obligation. The total obligation of the State for all compensation and reimbursements to the Contractor under this Contract will not exceed ~~\$200,000.00.~~ \$100,000.00.

**REVISION 4.** Clause 7. "Exhibits" is amended as follows:

**7. Exhibits**

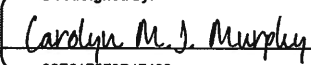
The following Exhibits are attached and incorporated into this Contract. In the event of a conflict between the terms of this Contract and its Exhibits, or between Exhibits, the order of precedence is first the Contract, and then in the following order:

- Exhibit A: Contract Terms
- Exhibit B: Insurance Terms
- Revised Exhibit C: Specifications, Duties, and Scope of Work
- Revised Exhibit D: Pricing

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 all previous amendments remain in full force and effect.

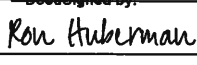
**1. State Encumbrance Verification**

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

Print Name: Carolyn M.J. Murphy  
DocuSigned by:  
 Signature:   
 Title: Contract Manager Date: 1/24/2022  
06E61F5E8D17493...  
 SWIFT Contract No. 187276- 3000036292

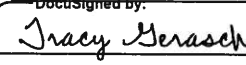
**2. Contractor**

*The Contractor certifies that the appropriate person has executed the Contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.*

Print Name: Ron Huberman  
DocuSigned by:  
 Signature:   
 Title: CEO Date: 1/24/2022  
7B5F9F243A1F465...

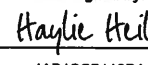
**3. State Agency**

*With delegated authority*

Print Name: Tracy Gerasch  
DocuSigned by:  
 Signature:   
 Title: Procurement Director Date: 1/24/2022  
58E59875AF5411

**4. Commissioner of Administration**

*As delegated to The Office of State Procurement*

Print Name: Haylie Heil  
DocuSigned by:  
 Signature:   
 Title: Contracts Specialist Date: 1/25/2022  
4AB4CCB119DA413  
 Admin ID: 69525

## **Revised Exhibit C: Specifications, Duties, and Scope of Work**

### Proposal Details

The Contractor will provide a holistic, synergistic solution that offers the greatest benefit to the State of Minnesota, this includes both software and services to support internal affairs data capture, compliance reviews, centralized officer database, and a training management system. The software components provide the on-going platform for data capture and reporting. The services section details how Benchmark will provide implementation, training, support to agencies, and a comprehensive rollout.

#### Software Components

The statewide platform from Benchmark is comprised of two (2) components: Benchmark's Internal Affairs Module and the ~~Training Management & Officer Profile~~ module.

##### 1. Complaint and Misconduct Tracking & Case Management

Benchmark's Internal Affairs module will provide a complete solution to both individual law enforcement agencies (LEA) and POST. Each LEA will have access to an Internal Affairs portal for submitting all required data to POST. From POST's standpoint, the system is hyper-configurable, allowing POST to accomplish multiple tasks. POST will have access to a complaint intake form, an investigation management form (case management), and a compliance review form. Each of these forms can be configured independently of one another and include their own submission criteria and workflow. With data captured in Benchmark's platform, our Reporting and Analytics engine provides robust ability for both compliance reporting and analytic insight. This engine will allow reports to be configured for: (1) Statewide Views, (2) County-Level Analysis, and (3) Agency-Level Reporting.

##### 2. Officer Profile/Centralized Database and ~~Training Management System (TMS)~~

Benchmark's Officer Profile Database includes out-of-the-box functionality that can be utilized for Minnesota's statewide centralized database. The system will allow POST to design a standardized officer profile for every peace officer across the state. This profile will be able to capture officer license status, employment history, discipline history, and additional data sets determined by POST. ~~This module will also allow POST to process and accept payments from individual officers for their licenses. This approach will allow POST to review critical officer information across the state, within a specific region, or within a specific law enforcement agency. Additionally, Benchmark's Training Management System is a robust and comprehensive platform. It will allow POST to manage all training vendor information, approved training courses available to LEAs, mandatory yearly training tracking, and analyze training course efficacies. If additional views are requested, our flexible reporting tools can be utilized to create those specific views (e.g., regions of the State, etc.). All data stored within the system is stored securely via encryption in-transit and encryption at rest.~~

#### Services Components

To ensure the optimal configuration of Benchmark's platform for the variety of POST requirements – as well as to facilitate adoption – we propose a set of implementation services associated with the configuration of the Benchmark Management System (BMS), including: (1) Configuration, (2) Agency Outreach, (3) Training, and (4) Support.



## 1. Configuration and Implementation

Benchmark Analytics is tenacious about implementation. Our team is comprised of former government practitioners who know all too well that a thoughtful, well-managed implementation plan and execution is just as important as the technology itself. In configuration and implementation, we ensure that the modules are configured exactly as it should be, that all of the labels and workflows are correct and mirror the business processes of POST. This process provides time for staff to review internal policies and general orders to ensure the processes are correct and up to date and are in lockstep with the technology.

Our proposed approach for implementation as follows:

### Project Kick-off and Discovery Session:

The Benchmark team will lead a series of discovery conversations regarding infrastructure, integrations, people data and initial clarity on configuration, technical requirements and detailed specifications for the system.

Our methodology for this portion of the assessment will include a review of legislation requirements, a review of policies and a selection of reports and other documentation from a select group of departments, interviews with staff experts, and analysis of data. Benchmark will configure an Internal Affairs system, an Officer Profile database, ~~and a Training Management System~~, based on POST's requirements and environment.

### Requirements Gathering Session

Benchmark will schedule meetings with POST to go through our configuration/specification worksheets, as well as to finalize any open technical items. These worksheets help guide our **detailed understanding of the state's requirements and needs for the system, including custom fields, custom labeling, custom workflow, chain-of-command and required in-app notifications and communications.**

### Sandbox Deployment

Using the configuration worksheets and other output from the Requirements Gathering session, as well as any other follow-up items, **Benchmark will configure the system specifically to POST's specifications, including any custom labeling, chain-of-command review and notifications.** We will open up this testing environment for relevant POST stakeholders in a sandbox environment for final user acceptance testing and overall review.

### Go-Live

After the sandbox environment is confirmed as correctly configured with all open items closed, we obtain Client sign-off and go live in a production environment.

Within 30 days of Go-Live, perform Web Application Vulnerability Scan. Provide results report and mitigation plan (if needed).

## 2. Outreach

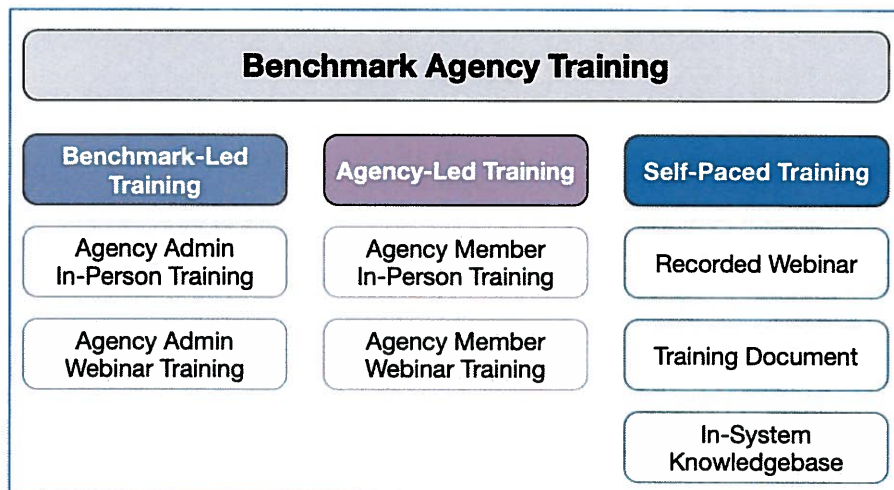
User adoption is a critical component of any system roll-out. Our experience providing statewide services indicates that coupling legislation mandates with clear and targeted outreach ensures rapid and consistent technology adoption. As part of our outreach service, Benchmark team members will focus

their entire effort on communicating with POST and facilitating adoption of the platform and reporting. This service will also serve as a vital information conduit regarding implementation and any modifications that POST might consider to further support local law enforcement.

### 3. Training

Once POST Acceptance Training (Testing) has occurred in the Sandbox environment and is approved by POST for full go-live, Benchmark will initiate training on the system. We will work with POST to develop the right training methodology for each LEA. We generally rely on a train-the-trainer model which provides training for key administrators and managers/users who will be utilizing the system on a day-to-day basis. Because we understand that there can be turnover, we also provide a training refresh to new POST staff or administrators at no additional cost on an on-going basis.

Benchmark provides several tools to support training. The repository of all project documentation is available throughout the implementation to be leveraged as needed. We deliver a fully configured sandbox system complete with accounts for designated POST staff. Additionally, Benchmark will allow POST to test the data submission portal with a select group of LEAs. Lastly, Benchmark’s training manual, recorded training videos, and knowledge base are available 24/7 as quick references which comprehensively cover the core system features and functions.



### 4. Customer Support

Benchmark Analytics will provide a knowledge base for immediate support to local agencies, email support, and a phone line for live customer support during business hours scheduled Monday through Friday from 7AM CT to 7PM CT. Additionally, Benchmark provides a 24-hour 7-day-a-week hotline for any systemwide outage. Benchmark’s customer support structure will allow individual LEAs to contact Benchmark for system support or system issues.

## System Benefits

Implementing a single Internal Affairs data submission portal, a standardized complaint and investigation process, an internal compliance review form, a centralized database for officer data, a modern Training

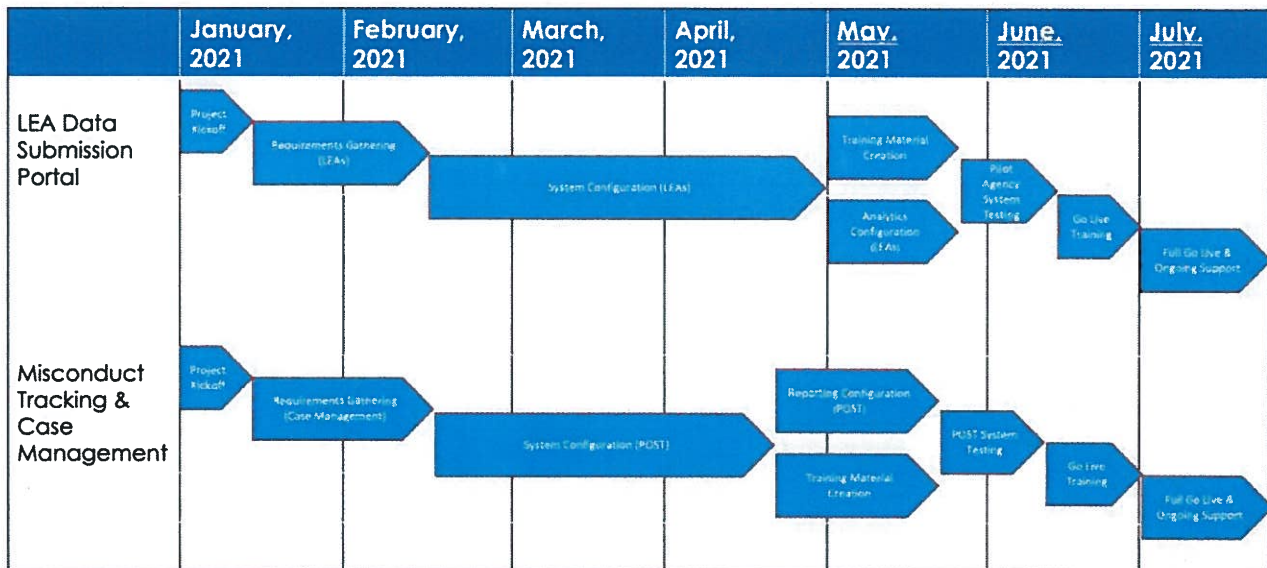
Management System, and a robust reporting engine positions Minnesota POST to exceed the requirements set forth in the state’s legislation. From data and reporting to agency-specific efficiencies, the system we propose can improve POST’s data tracking, collection, and analysis in key areas.

- **Improved Data:** By providing one system for storing data on internal affairs, officer data, and mandatory yearly training POST can ensure that data is consistently captured. A single system will improve the quality of data across the state to better understand licensing, training, and internal affairs data.
- **Improved Reporting and Analysis:** With a single system to store data, the system we propose will also provide a single platform for reporting and analyzing data. This system will allow POST to provide uniform reporting to internal staff, to legislators, and to the public. A centralized set of tools for capturing and reporting data will ensure consistent definitions within reports and provide an opportunity for benchmarking agencies relative to peer groups and the state overall.
- **Agency Efficiencies:** The statewide system we propose will provide agencies with a single portal for sharing and viewing data. Those agencies with limited budgets or without existing systems will benefit from a toolset that allows them to capture and report on internal affair cases, complying with the legislation, and eliminating manual, paper-based processes.
- **Rapid deployment:** Having a statewide system available to POST and LEAs around the state means that the state can more rapidly adjust to the enacted legislation.

### Implementation Plan / Timeline

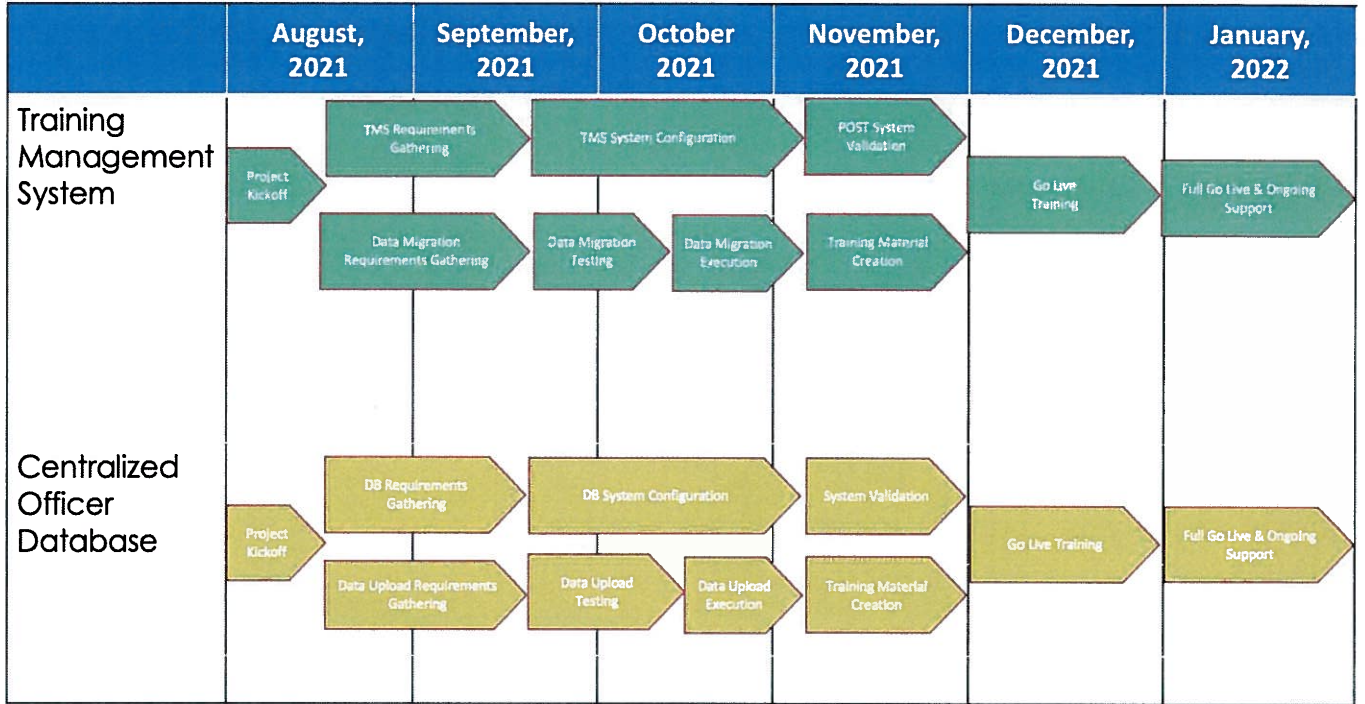
Following the presentation of Benchmark Analytics’ workplan, we will convene a kick-off meeting to start the goal identification process and to clarify the boundaries of the project. As discussed in the proposed services, the Benchmark team will lead a series of discovery conversations regarding infrastructure, security, workflow, configuration, technical requirements and detailed specifications for the system. Based on legislative timelines, Benchmark has broken the project into two implementation phases, the complaint tracking system and the TMS/Officer Database.

### Complaint Tracking & LEA IA Data Submission Portal



Training Management System & \* Centralized Officer Database

\*with the removal of "Training Management System" header, the below labeled portion "Training Management System" of the diagram below shall be considered null and void.



**Revised Exhibit D: Pricing**

Deliverable Description	Fee
One-Time Fixed Implementation Cost	<del>\$200,000</del> <u>\$100,000</u>
Project Initiation and Management	Included in Fixed Implementation Cost
Business Requirements Analysis and Design	Included in Fixed Implementation Cost
Development, Testing and Deployment of Modules	Included in Fixed Implementation Cost
Training and Training Material for Train the Trainer, Technical Users and End Users	Included in Fixed Implementation Cost
System Implementation to Include User Acceptance Training	Included in Fixed Implementation Cost
Technical Costs	Included in Annual License Cost
Hosting Environment	For Benchmark GovCloud SaaS, up to 3TB of storage on AWS included in the annual license fee.
Hosting Environment (Technical Support)	No additional charge.
Maintenance and Technical Support; including patches, upgrades and compliance with security requirements.	No additional charge.

**Payment Schedule**

Fee	Due Date
\$100,000	Upon delivery and sign off of the Complaint and Misconduct Tracking and Case Management System sandbox.
<del>\$100,000</del>	<del>Upon delivery and sign off of the Training Management System sandbox.</del>



**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

Admin's Small Agency Resource Team (SmART) seeks to improve the efficiency and effectiveness of financial and human resources services for small agencies, boards, and councils. SmART enables administrative efficiency by sharing the specialized resources and expertise of a larger administrative organization. SmART's services enable partner agencies to better focus on their core business.

This agreement is between the Minnesota Department of Administration SmART (Admin) and the Board of Peace Officer Standards and Training (Agency).

**Agreement**

**1. Term of Agreement**

1.1 **Effective date:** July 1, 2021.

1.2 **Expiration date:** June 30, 2023 or until all obligations have been satisfactorily fulfilled, whichever comes first.

**2. Scope of Work**

Admin will provide human resource services, accounting transaction and other financial services to the Agency as described in Exhibits A, B, C, D and E, which are attached and incorporated into this agreement. Exhibits A, B, C and D describes the division of responsibilities between Admin and the Agency as it relates to this work. The success of the work that takes place under this agreement is dependent on both Admin and the Agency understanding and upholding their respective roles and responsibilities.

The Agency retains decision-making authority and responsibility for its human resource decisions for ongoing implementation of appropriate business processes. Admin provides transactional, relational, and other human resource expertise in an advisory capacity. The parties understand and agree that Admin is not and not intended to be the employer or joint employer of the Agency's applicants, employees or former employees by reason of the work performed or services provided under the Agreement. The Agency is responsible for following all applicable employment laws, collective bargaining agreements and compensation plan requirements, state policies and procedures.

The Agency retains ownership and responsibility for its spending decisions and for ongoing implementation of appropriate business processes, while Admin provides transaction and other financial services and serves in an advisory capacity.

**3. Authorized Representative**

Admin's Authorized Representative is Lenora Madigan, Deputy Commissioner, 50 Sherburne Avenue, St Paul, MN 55155, or her successor.

The Agency's Authorized Representative is Erik Misselt, Executive Director, or his successor.

In the event the Agency has a dispute involving services provided by Admin that cannot be resolved through normal interaction with Admin staff, the Agency, at its discretion, should contact Admin's Deputy Commissioner, Lenora Madigan, to seek resolution.

**4. Consideration and Payment**

The total cost for all services covered by this agreement is \$103,000 for FY22 with the FY23 amount

to be determined in June 2022. Admin will invoice the Agency quarterly, in an equal amount each quarter, for the services outlined in this agreement. The Agency will approve invoices and make timely payment to Admin for the services outlined in this agreement.

**5. Amendments**

Any amendment to this agreement, with the exception of changes to the purchasing and payment signature authorities identified in Exhibit E, 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. Changes to the signature authorities in Exhibit E must be acknowledged with a revised Exhibit E signed by the Agency's Authorized Representative or by other written communication (memo, email, etc.)

**6. Government Data Practices**

Admin and the Agency must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data exchanged under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by either party to 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.

**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 90 days' written notice to the other party.

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

Signed: Laura Goiffon  
004D107150D9453...

Purchase Order: 197377/300-455

Date: 8/9/2021 (originally encumbered on 7/19/21)

**Board of Peace Officer Standards and Training (Agency)**

By: [Signature] (with delegated authority)

Title: EXECUTIVE DIRECTOR

Date: 6/28/21

**Department of Administration (Admin)**

By: Lenora Madigan (with delegated authority)  
Digitally signed by Lenora Madigan  
Date: 2021.06.30 19:16:12 -05'00'

Title: Deputy Commissioner

6.30.21

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

## **EXHIBIT A to Interagency Agreement between the Department of Administration Human Resources (Admin) and Board of Peace Officer Standards and Training (Agency)**

**Admin (in addition to the roles and responsibilities described in Exhibit B of this agreement) is responsible for the following human resource transactions/duties:**

### ***Accommodations***

- Review and provide advice and guidance in responding to requests for ADA accommodation.
- Complete ADA reports for the Agency.
- Advise managers and supervisors of the requests for reasonable accommodations.
- Lead the interactive process for evaluating the merits of requests for reasonable accommodation.
- Determine eligibility for reasonable accommodation.

### ***Ad Hoc Reporting***

- Upon request, provide ad hoc reports on employee costs; leave use; hires; separations; and other employment information contained in the state's information warehouse.

### ***Affirmative Action Plan, Action Items and Reports***

- Draft Affirmative Action Plans and discuss with Agency leadership for approval.
- Submit biennially to Minnesota Management and Budget (MMB) for review and approval.
- Facilitate Action Items in consultation with Agency leadership.
- Monitor efforts and progress and report to Agency leadership on a quarterly basis.
- Complete Quarterly Hiring Reports for the Agency and submit to MMB.
- Provide consultation and direction of program requirements and principles to executive agency management and supervisors.
- Provide a confidential resource for employees to discuss workplace issues related to discrimination or harassment that impacts their ability to do their job, or their job performance.
- Conducts and/or coordinate investigations of alleged discrimination charges and provide clear written summaries of the issues, facts, and findings.
- Provide advice, or make recommendations, to the appropriate members of management as to actions to be taken in response to investigations or workplace harassment or discrimination.

### ***Classification and Compensation***

Admin has received delegated authority from MMB to make classification and compensation decisions. Admin must abide by accepted practices and rules governing classification and compensation in order to retain this delegation. MMB periodically audits Admin's work to determine compliance with rules and laws.

- Review position descriptions, determine appropriate classification or class option, bargaining unit designation, and Fair Labor Standards Act (FLSA) status, document audit decisions, and explain the rationale for classification decisions.
- Advise on and approve or deny compensation requests outside of Agency delegation of authority.
- Admin is not responsible for processing information if it has not received the proper documentation as outlined in Exhibit B and on the Managers and Supervisors SharePoint site.

### ***Communications***

- Disseminate pertinent information in a timely fashion via GovDelivery.
- Promptly and accurately respond to or forward email messages from the HR email box to the appropriate representative.

### ***Contract Administration***

- Advise managers and supervisors on the application of labor contracts and plan language.
- Advise managers and supervisors on the practical application of employment laws such as FMLA, FLSA, ADA, USERRA, and all discrimination laws.



### ***File Maintenance and Storage***

- Maintain and securely store the personnel files and I-9 documents of Agency employees.
- Maintain and store audit (job classification decisions) documentation and requisition (vacancy filling) files. This does not include information that managers and supervisors develop during search processes including interview questions, scoring metrics, assessments, etc., which must be maintained by the Agency.
- Agency is responsible for maintaining supervisory files.
- Inform the Agency on the types of personnel information that should be securely maintained at Agency worksite.

### ***General Benefits Administration***

- Convey benefit updates and information from MMB to Agency Representative for distribution to employees of the Agency.
- Benefits questions and issues will be handled directly by the State Employee Group Insurance Program (SEGIP) at MMB.

### ***Labor Relations, Investigations and Employment Law***

- Advise and/or respond to grievances for the Agency as appropriate.
- Advise management regarding relationship with union, including meet and confer sessions, union leave.
- Convey new laws, state rules, and issues from MMB to Agency Representative for distribution to employees of the Agency.
- Advise supervisors and managers on other employment law issues such as discrimination, sexual harassment, etc.
- Review unemployment claims and represent management in unemployment hearings. Prepare and submit documentation for UI appeals, contested cases, etc. The Agency should work with DEED to make Admin their unemployment agent.
- Human Resources will provide intake services of complaints, will forward the complaint to the appropriate person at the Agency, will advise on potential liability issues and best practices for handling. Labor Relations Consultant(s) will provide investigative services, when appropriate.
- Advise managers and supervisors on potential discipline associated with investigations.

Under the law, employers have an obligation to conduct a prompt and thorough investigation of discrimination or harassment complaints. In addition, bargaining contracts/plans require an investigation prior to the issuance of any discipline, whether for work performance or conduct. Admin will perform compliant intake, investigations when appropriate, and case management. Agencies should be prepared to retain an outside investigator if this is determined to be the appropriate course of action. Admin is able to coordinate with the Agency in contracting an outside investigator. The Agency is responsible for paying all costs associated with independent investigations. Should a complaint be filed against the head of an agency, Admin will consult with the agency's Board Chair or the Governor's office, as appropriate.

### ***Leave Coordination***

- Process and coordinate FMLA requests.
- Guide Agency managers, supervisors, and employees on other leave types.
- Process transactions involving leaves.
- Provide guidance to the Agency's timekeepers, managers, supervisors, and employees regarding the appropriate data that needs to be entered into the timesheet.

### ***New Employee Orientation (NEO)***

- Prepare and deliver bi-weekly NEO for all new employees to the Agency.

### ***Payroll***

- Process bi-weekly payroll within established timelines, answer questions, resolve payroll issues, and review payroll records on a regular basis following all applicable federal laws and state guidelines and processes.

- Process retirement and resignation payouts in accordance with collective bargaining agreements or plans.

### ***Performance Management***

- Coach managers and supervisors on performance management.
- Assist the agency in initial screening of allegations relating to employee misconduct, performance or attendance problems; and conduct and/or coordinate investigations.
- Advise managers and supervisors on managing performance, attendance, conduct issues, and assist with implementing corrective action, including withholding of performance increases, issuing disciplinary action, letters of expectations, etc.

### ***Recruitment and Selection***

- Provide expertise to managers and supervisors in the hiring process to ensure the Agency follows collective bargaining unit contracts and plans, employment laws, and state laws governing state positions.
- Advise on minimum and preferred qualifications and recruitment options.
- Post vacancies in accordance with HR/LR Policies.
- Review position applications to determine which applicants meet the minimum qualifications and refer qualifying candidates to the hiring supervisor.
- Respond to appeals of applicant qualification determinations under Minn. R. 3900.4700.
- Review interview questions and other selection criteria and exercises used in the hiring process, and assist managers and supervisors in developing questions, when requested.
- Document hires for affirmative action purposes.
- Compose and issue offer and employment confirmation letters.
- Examine I-9 documentation, after hire, for legal hiring.
- Notify applicants of position hiring decisions.

### ***Safety & Workers' Compensation***

- File yearly OSHA lost-time reports.
- Assist with first reports of injury filings.

Admin has a Safety Administrator on staff. If the Agency needs guidance or assistance with safety issues, upon availability, the Safety Administrator can be hired as a consultant on a case-by-case basis.

### ***Training***

- Train managers and supervisors on human resources practices, employment law, bargaining unit contract language, compensation, and other topics directly related to human resources.
- Conduct training and/or track completion on topics mandated by law or policy – code of conduct, sexual harassment prevention, right-to-know, etc., based on availability.
- Train managers and supervisors in accordance with Affirmative Action Plan goals and Action Items along with implicit bias.

### ***Transactions***

- Complete accurate and timely transactions related to:
  - Changes in employee information
  - Hire
  - Funding
  - Promotion
  - Separation dates
  - Increase dates
  - Department ID
  - Medical leaves of absence
  - Performance reviews, etc.
- Serve as the Security Administrator for processing access to the State HR systems that an agency employee might need and review that access on an annual basis per state guidelines.

Timely transactions depend on Admin receiving timely information from supervisors and managers about employee status. Admin is not responsible for processing information if it has not received a written request.

## **EXHIBIT B to Interagency Agreement between the Department of Administration Human Resources (Admin) and Board of Peace Officer Standards and Training (Agency)**

### **SERVICE LEVEL AGREEMENT**

#### **Admin SmART Human Resources Responsibilities:**

Admin will provide the following level of service:

- Vacancies will be posted within three business days\* of receipt of a completed request to fill (if the position does not need to be allocated or the allocation changed).
- Managers and supervisors will receive a list of qualified candidates within five business days of the closing of a posting.
- Positions requiring initial allocation will be allocated within two weeks of the receipt of a complete position description, organizational chart, and signed Position Transaction Request Form.
- Positions requiring reallocation will be audited within six weeks of the receipt of a complete position description, organizational chart, and signed Position Transaction Request Form.
- Investigations will be conducted promptly. Timing depends on the exact circumstances and availability of investigators and union representatives.
- Leave requests will be reviewed promptly and answers provided within three business days.
- NEO will be conducted twice per month on Wednesdays, at the start of a new pay period.
- Transactions turned in by Thursday of the non-payroll week will take effect that payroll period.
- Employees hired during the last two days of the pay period may not be paid for those days until the next pay period.
- Changes to state policies/procedures will be communicated within two business days of receipt from Admin or MMB.

\*Admin SmART will do our best to adhere to the timelines listed above based on staffing levels, volume of work, and other changes mandated by MMB.

#### **Agency Human Resource Responsibilities:**

Management of the Agency is responsible for the actions of the organization's employees, including unethical, violent, or harassing behavior and failure to follow state policies and procedures.

Like all other agencies, the Agency is also responsible for completing the following human resource actions:

#### ***Accommodation Requests***

- Timely notification of requests for accommodation will be made to the ADA Coordinator.
- No accommodation requests will be denied without first consulting with the ADA Coordinator.

#### ***Affirmative Action Plan***

- Work jointly with Admin in the creation and implementation of biennial Affirmative Action Plan and Action Items.
- Adhere to the plan and make it a living document.

#### ***Classification***

- All positions have position descriptions that are updated at least every three years and a copy placed in the supervisory file.
- Position descriptions must be consistent with the employees' actual job duties, include a listing of essential functions under the ADA, and clearly indicate the employee's level of decision-making authority.

- Send completed and signed position descriptions electronically to the HR Services Mailbox.
- The Agency must provide documentation of requests to convert unclassified position to the classified service at least one month in advance of the end of the unclassified position.

### ***Employee Evaluation***

- New employees must receive copies of their position descriptions and onboarding to their work and their work unit.
- All new employees must receive mid-probationary and end of probationary reviews.
- All employees must be given feedback on their performance at least once a year with a written formal evaluation placed in the supervisory file.
- Performance expectations are made clear for all employees.
- Send completed and signed employee evaluations electronically to the HR Services Mailbox.
- Employees whose performance, attendance, or behavior is problematic must be discussed with the appropriate Labor Relations Consultant or HR Staffing Representative.

### ***File Maintenance and Storage***

- Maintain supervisory files in accordance with all applicable state laws and guidelines.

### ***Hiring***

- Managers and supervisors will not offer employment prior to the Admin SmART Human Resource office affirming that all parts of the process are complete.
  - Hiring managers will provide their HR Staffing Representative:
    - A list of panel members
    - A list of candidates selected for interview prior to sending invitations
    - Draft interview questions and assessments, if applicable
    - Interview Summary Sheet or similar documentation providing summary of the interview process and identification of finalist(s)

### ***Labor Relations***

- The Agency is responsible for paying all costs associated with an independent investigation.
- Timely notice will be given to Admin for Labor Relations issues.

### ***Leave/FMLA Requests***

- Timely notice will be given to the Admin Leave Mailbox when knowledge of possible FMLA/Other Leave related events occur.

### ***Policies and Procedures***

- Appoint an Ethics Officer and communicate that designation to employees and Admin.
- Ensure formal delegations of duties are on file.
- Ensure operating practices are consistent with state policies.
- Appropriate action is taken for violations of policy.
- Respond to data practices requests. Consult with Admin as needed.
- Provide operating policies and procedures to Admin.

### ***Training***

- Employees receive appropriate training related to their position.
- All classified managers and supervisors attend required training(s) through Enterprise Training and Development (ETD).
- Payment of all costs associated with training provided by ETD, MN-IT or other agencies external to the State.

### ***Worker's Compensation***

- Submit the First Report of Injury (FRI) within three business days of the incident/injury

**EXHIBIT C to Interagency Agreement between the  
Department of Administration Financial Management and Reporting (Admin) and  
Board of Peace Officer Standards and Training (Agency)**

**Admin (in addition to the roles and responsibilities described in Exhibit D of this agreement) is responsible for the following financial transactions/duties:**

***Access to Information***

- Maintain to the best of Admin's ability staff assignments and security access into the state's accounting/procurement, payroll/human resource, and budget systems to prevent access to functions that are considered incompatible for the maintenance of strong internal financial controls.
- Ensure separation of duties or maintain compensating internal controls for work done by Admin.

***Budget***

- Enter biennial budget financial data into BPAS or more current system.
- Enter completed fiscal notes into the FNTS or other more current system and provide guidance and consultation on fiscal note development and processes.
- Enter annual and revised budget data into the state's accounting/procurement system.

***Daily Processes***

- Expedite the payment process by increasing an encumbrance for an invoice approved for payment by the Agency without requiring a signature, email or other approval to process the increase *if the encumbrance balance is not sufficient to cover the payment*. The encumbrance will be increased enough to allow the payment to be processed. If an encumbrance is short by more than \$2,500, Admin will contact the Agency for approval before the increase is processed.
- Process payments in accordance with the prompt pay statutory requirement.
- Enter/process expense reports in the state's payroll system and retain original expense reports and supporting documents for audit purposes.
- Research any errors/discrepancies reported by the Agency and correct as needed.
- Assist with timely deposit of receipts, if needed, and enter deposit information into the proper account(s) in the state's accounting/procurement system.
- Maintain accurate capital asset records in SWIFT based on asset information provided by the Agency and purchasing activity conducted under this agreement.

***Procurement and Contracts***

- Enter purchase orders, professional/technical contracts, grant contracts, interagency agreements, annual plans, and other similar agreements into the state's accounting/procurement system, in order to encumber funds.
- Provide copies of any 16A.15-16C.05 or Purchasing Violation forms to OSP as required by statewide purchasing and contracting policies.

***Reports***

- Supply additional financial reports as needed.
- Advise and consult regarding financial reports available to the Agency.

***Other***

- Provide assistance as needed to support the Agency's responsibility to manage and monitor its budgets and discuss any questions or concerns with the Agency.
- Provide financial policies and procedures for use by the Agency.
- Complete and submit fiscal year-end certifications to MMB.

**EXHIBIT D to Interagency Agreement between the  
Department of Administration Financial Management and Reporting (Admin) and  
Board of Peace Officer Standards and Training (Agency)**

**Admin Financial Responsibilities:**

**Admin agrees to process the following financial transactions for the Agency:**

**Payments** will be processed in accordance with prompt payment statutory requirements (i.e. within 30 days of the later of the receipt of an invoice or receipt of goods or services).

**Purchase orders** requiring no bid process will be created within 4 days of receipt of a properly completed/approved EIOR Purchase Request in FMR. The time required to create orders requiring bid processes is highly variable, thereby precluding one standard target period for order creation.

**Accounts Receivable (AR)** Billing invoice requests will be processed in accordance with policies and procedures and based on the requested billing date. Prepare quarterly AR assignment for agency certification to MMB.

**Cash Management** Cash receipts will be processed daily or within one business day of request in accordance with policies and procedures and statutory requirements.

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The following additional terms apply to this agreement and are categorized by the basic steps in the purchasing and payment process:

***Purchase Request***

- An EIOR (or other more current system) purchase request must be completed by the Agency and submitted to Admin for all purchases.
- The agency is responsible for providing complete and correct specifications and related information on any purchase request forms submitted to Admin.
- Timely processing of orders is dependent on a correct and complete purchase request.
- The Agency must allow sufficient lead time when submitting a purchase request to allow for the normal purchasing process and shipment of goods or services.

As an addendum to this Interagency Agreement, the Agency will provide the names of its employees authorized to approve purchases. An updated Exhibit E or other written communication (memo, email, etc.) is required each time the list changes. An updated Exhibit E may be executed without formal amendment of the Interagency Agreement.

***Purchase Order***

- Purchase orders that Admin creates will comply with Authority for Local Purchase (ALP) requirements and other applicable statutory and policy requirements.
- Admin will advise the Agency regarding purchasing requirements (i.e. when a state contract purchase is required) as needed.
- Admin will transmit purchase orders under this agreement to the Agency.
- The Agency will transmit purchase orders to vendors as appropriate.
- The Agency will not initiate orders by phone calls to vendors or other means prior to the creation of a purchase order or other appropriate encumbering transaction in the state's accounting/procurement system by Admin unless necessary due to an emergency as defined by statute.

M.S. 16C.10 defines an emergency as a threat to public health, welfare, or safety that threatens the functioning of government, the protection of property, or the health or safety of people. The normal solicitation process is not required for emergency purchases, but the Agency must contact Admin as early as possible so that Admin can inform OSP in writing and enlist their assistance as is appropriate. If time permits, this contact should occur before making an emergency purchase, but if time does not permit, the Agency is expected to act promptly to address the emergency.

The Agency is responsible for distribution of pertinent documents to its property management coordinator or other personnel.

### ***Contract***

- The Agency must not direct a contractor to begin work until Admin has encumbered funds and the contract or agreement has been executed.
- Prior to encumbering an Annual Plan Agreement, the Agency will provide a copy of its approved Annual Plan Memo to Admin.
- The Agency will provide Admin with a fully signed copy of each contract that is executed.

### ***Receipt of Goods or Services***

- Goods ordered will be shipped directly to the Agency unless the purchase request indicates otherwise.
- The Agency must document the date goods or services are received.
- Packing slips, receiving reports, work orders or other documentation indicating receipt of goods/services must be sent to Admin to support invoices to be paid.
- The Agency is responsible for notifying its property management coordinator of receipt of goods when necessary.

### ***Invoices***

- Vendors will be instructed to send invoices directly to the Agency unless otherwise agreed or transmitted through the state's accounting/procurement system.
- After date-stamping invoices upon receipt and applying payment approval as discussed in the next section of this agreement, the Agency will promptly forward invoices to Admin to enable payment within the statutory time period established for prompt payment or any more restrictive payment terms agreed to.

### ***Payment Authorization***

- The Agency must provide authorization to pay each invoice, which may be indicated on the invoice itself.
- Invoices for services received under a contractual agreement (i.e., professional technical, grant, and other similar contracts) must be authorized for payment by the person designated in the contract as the state's authorized representative.
- If the contract does not specify a state's authorized representative, an Agency staff person with delegated authority to approve invoices will sign the invoice to approve payment.

### ***Payment Processing***

- Admin will process payments in accordance with the prompt pay requirements established by M.S. 16A.124 Subd 3. Prepayments are not allowed unless permitted by state policy.
- The Agency and Admin are responsible for meeting the state's prompt payment goal that 98% of invoices are paid within 30 days.

### ***Accounts Receivable***

- Admin will process AR billing invoice requests in accordance with policy and procedures and based on the agency requested billing date.
- Agency will be responsible for providing customer data and billing requirements to Admin for distribution.
- Admin will prepare the quarterly AR assignment for the agency to certify and submit to MMB.

### ***Cash Management***

- Admin will process cash receipt requests in accordance with policy and procedures and within one business day upon receiving the request.
- The agency is responsible for providing timely, complete, and accurate data.
- Admin will work with the agency to resolve any deposit discrepancies, returned items, and reconciliation issues.

### ***Filing of Documents***

- All documents must be retained in accordance with applicable records retention policies.
- Admin will retain the original purchase request, copy of the purchase order, the original packing slip or other similar documentation, and the original invoice unless otherwise agreed.

### ***SWIFT Implementation***

- As SWIFT is improved and enhanced, business processes may change.
- As system expertise increases and future phases are implemented, policy and process changes may continue.
- Examples include electronic purchase requests, asset management, approvals, signatures, sourcing, and contracts.
- SWIFT implementation may affect whether documents are retained in paper or electronic form.

### **Agency Financial Responsibilities:**

#### ***Access to Information***

- Ensure separation of duties or maintain compensating internal controls for work done by the Agency.

#### ***Budget***

- Provide financial information to support development of the Agency's biennial budget for entry into the Budget Planning and Analysis System (BPAS) or other more current system.
- Provide biennial budget narrative information and post to SharePoint website or other more current system.
- Analyze and provide any research necessary to respond to fiscal note requests and provide completed fiscal note responses to Admin for entry into the Fiscal Note Tracking system (FNTS) or other more current system.
- Determine annual budget plan once appropriated by the Legislature.
- Manage budgets, with assistance from Admin, to ensure that funds are allocated appropriately and not overspent.
- Determine budget plans for grant awards or other funding sources that may arise.

#### ***Daily Processes***

- Provide Admin with all necessary documentation for any financial transaction to enable Admin to code transactions properly in the state's accounting and/or payroll/human resources systems to the correct accounting period and the correct expense or revenue account.
- Ensure that all receipts \$1,000 or more are deposited daily. Receipts under \$1,000 must be deposited within the month received and must be adequately safeguarded in a locked area until deposit. Agency will provide deposit information by 1 p.m. on the business day of deposit to facilitate transaction entry in the state's accounting/procurement system.
- In accordance with State policies and procedures, record receipts received each day in a receipts log, establish appropriate separation of duties with respect to handling of receipts, and monthly reconcile receipts information in the state's accounting/procurement system to the Agency's receipts log.
- Responsible for reconciliation of epayment receipts with SWIFT and the bank.
- Date-stamp all invoices and expense reports with the date received, and forward payment documents to Admin in a timely manner to enable compliance with statutory and policy prompt



- payment requirements.
- Submit approved Authorization for Travel in Electronic Inter Office Requisition (EIOR) or more current system prior to any out-of-state travel to certify that sufficient budget funds are available, and the anticipated expenses are consistent with state travel policy and applicable bargaining agreements or compensation plans.
- Submit approved Special Expense forms in EIOR or more current system prior to incurring any expenses classified in applicable policies as "special expenses" to certify that the expenses meet the policy criteria.
- Submit completed employee or board/council/commission member travel expense reports supported by appropriate receipts, Authorization for Travel, Special Expense forms, and/or any other required documentation timely for prompt payment.
- Maintain records of all capital assets and sensitive items in accordance with State policies and procedures, and work with Admin's Surplus Services division to dispose of surplus property.
- Report to Admin any errors/discrepancies discovered relating to services performed by Admin under this agreement.
- Monitor any changes of board/council/commission/advisory committee members or their places of employment and determine each board/council/commission/advisory committee member's eligibility for per diems and expenses. Submit to Admin only eligible per diems and expenses.

### ***Procurement and Contracts***

- Monitor encumbrance balances on purchase orders regularly and request changes as needed to ensure they are sufficient to cover obligations.
- Request appropriate assistance from Admin's Office of State Procurement (OSP) and the Attorney General's Office (AG) on the development and approval of any professional/technical contracts, grant contracts, interagency agreements, annual plans, and other similar agreements.
- Attend training offered by OSP, as needed, on the topics of state procurement and contracting to understand applicable requirements and responsibilities.
- Provide copies of any 16A.15-16C.05 or Purchasing Violation forms to Admin as required by statewide purchasing and contracting policies, when applicable.

### ***Reports***

- Review and verify payroll reports and report any discrepancies to Admin. As part of this process, the Agency will document its review of the Payroll Posting Audit Trail as required by Admin's Verification of Payroll Posting Audit Trail Procedure.
- Review fiscal reports monthly from reporting package sent to Agency, including the Manager's Financial Report, expenditure, encumbrance, receipts reports, and salary reports to ensure the integrity of the Agency's fiscal data.

### ***SWIFT***


- SWIFT work processes may require various Agency employees to have system access for work processes including but not limited to electronic requisitions and approvals, asset management, contract solicitations and creation, and inquiries for access to information.

### ***Other***

- Follow statewide and Admin financial policies and procedures. The Agency can implement more restrictive policies and procedures.
- Follow Code of Conduct and Internal Control policies and procedures.
- Ensure that any business cell phone use complies with applicable state, Admin, and/or Agency policies and procedures. The Agency must retain an Acknowledgement of Receipt/Mobile Device Services and Equipment form completed by each employee to whom a cell phone is assigned.
- Assist Admin with information needed to complete fiscal year-end certifications.

**EXHIBIT E to Interagency Agreement between the  
Department of Administration Financial Management and Reporting (Admin) and  
Board of Peace Officer Standards and Training (Agency)**

Date 8/3/21 Agency MN POST Board

Agency Head Signature 

**Policy and Recommendations Regarding Separation of Duties**

In accordance with state accounting policy, agencies shall separate the financial duties of their employees to provide appropriate control in the processing of transactions. In those instances where separation is not feasible, e.g., a small agency or board with limited employees, compensating controls such as independent review must be established.

The Agency should separate duties among employees to ensure that no one person has control over the entire order and payment approval process. For optimum internal control:

- The person(s) authorized to approve purchase requests should not also be authorized to approve payments and vice versa.
- If two persons are authorized to approve both purchases and payments, neither person should perform both functions for any one purchase/payment transaction. For any one purchase/payment, one person should approve the purchase, and the other should approve the payment.
- In the event that one person approves purchase requests and payments for the same purchase/payment transaction(s), the Agency must document and implement compensating controls such as independent review of detailed expenditure reports.
- If at any time the Agency cannot maintain optimum separation of duties, the Agency should document the circumstances preventing optimum separation, and identify the compensating controls that will be implemented.

**Signatures of Staff Authorized to Approve Purchase Requests**

PRIMARY:  
Karsten Winger                        
Printed Name                                      Signature

BACKUP:  
Erik Misselt                                
Printed Name                                      Signature

**Agency Innovative Office Supply PO Approver:**

Abby Brown                                
Printed Name                                      Signature

**Signatures of Staff Authorized to Approve Payments**

PRIMARY:  
Karsten Winger                        
Printed Name                                      Signature

BACKUP:  
Erik Misselt                                
Printed Name                                      Signature