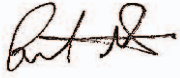


**ROSEVILLE**  
**REQUEST FOR COUNCIL ACTION**

Date: January 27, 2020  
Item No.: 9.i

Department Approval

City Manager Approval



Item Description: **Approve the National Incident-Based Reporting System (NIBRS) Joint Powers Agreement (JPA)**

**BACKGROUND**

All law enforcement agencies, including the Roseville Police Department (RPD) submit crime data to the Federal Bureau of Investigations (FBI) through their respective state agency. The Bureau of Criminal Apprehension (BCA) is the state agency that collects incident data and through which Minnesota crime statistics are reported to the Federal Bureau of Investigation (FBI).

The FBI has established January 1, 2021, as the deadline by which all states must submit crime statistics in the National Incident-Based Reporting System (NIBRS) format. According to the FBI, NIBRS is a much more comprehensive and detailed collection system than the Uniform Crime Report (UCR) Program's traditional Summary Reporting System (SRS). NIBRS will improve the overall quality of crime data collection by law enforcement.

To meet the FBI's mandated transition deadline, the State is in need of assistance from law enforcement agencies, including RPD to implement and certify the integration of incident reporting and the submission of crime statistics in the NIBRS format as well as crime statistics unique to Minnesota (MN-NIBRS). The BCA has authored the attached JPA in order to facilitate funding available to assist the Roseville Police Department to implement and certify crime statistics reporting to meet MN-NIBRS requirements.

As outlined in the JPA, RPD will coordinate and communicate with the other government agencies on the shared LETG records management server to ensure all understand the benefits of transitioning to NIBRS. RPD will then draft and execute an agreement with LETG and the other participating government agencies to implement an electronic submission format that will report its incident data in a format that meets BCA and MN-NIBRS reporting requirements.

The city attorney has reviewed the attached JPA.

**OBJECTIVE**

The Roseville Police Department seeks to enter into this JPA with the purpose of utilizing available State funding (up to \$8,000.00) to implement NIBRS by the FBI's established deadline, January 1, 2021.

**FINANCIAL IMPACTS**

34 There are no financial implications to this JPA as there is no city match requirement for this funding.  
35 The State will make payments to the City of Roseville totaling \$8,000.00 in accordance with the JPA  
36 deliverables list.

37 **STAFF RECOMMENDATION**

38 Staff recommends Council approval to accept the JPA and authorize the signing of the Agreement by  
39 the City of Roseville Mayor and the City of Roseville Manager.

40

41 **REQUESTED COUNCIL ACTION**

42 The Roseville Police Department is seeking Council approval of the JPA allowing for the required City  
43 of Roseville signatures, specifically the City of Roseville Mayor and City of Roseville Manager.

44 Prepared by: Sarah Mahmud  
Attachment: 2020 NIBRS Joint Powers Agreement



# Joint Powers Agreement

## National Incident-Based Reporting System (NIBRS)

## State of Minnesota

This Agreement is between the State of Minnesota, acting through its Commissioner of Public Safety on behalf of the Bureau of Criminal Apprehension [BCA] ("State"), and the City of Roseville, acting on behalf of its Police Department ("Governmental Unit").

### Recitals

- Under Minnesota Statutes § 471.59, subdivision 10, the State is empowered to engage such assistance as deemed necessary. The BCA is the state agency that collects incident data and through which Minnesota crime statistics are reported to the Federal Bureau of Investigation (FBI). The FBI has established January 1, 2021, as the deadline by which all states must submit crime statistics in the National Incident-Based Reporting System (NIBRS) format. The State is in need of assistance from the Governmental Unit to implement and certify the integration of incident reporting and the submission of crime statistics in the NIBRS format as well as crime statistics unique to Minnesota (MN-NIBRS).
- Law enforcement agencies in the State of Minnesota are required to report crime statistics to the State. Subsequently the State reports those statistics to the FBI pursuant to Minnesota Statutes § 299C.05. Current crime statistics reporting has less detail than is required to be MN-NIBRS compliant. The State has funding available to assist the Governmental Unit to implement and certify crime statistics reporting to meet MN-NIBRS requirements as well as submit incident data for use during investigations pursuant to Minnesota Statutes § 299C.40.

### Agreement

#### 1 Term of Agreement

- 1.1 Effective Date.** The Agreement is effective on the date the State obtains all required signatures under Minnesota Statutes § 16C.05, subdivision 2.
- 1.2 Expiration Date.** The Agreement ends December 31, 2020, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

#### 2 Agreement Between the Parties

The Governmental Unit Duties:

- Continue to submit its crime statistics until its submissions have been certified by State as MN-NIBRS compliant.
- Coordinate and communicate with any other government agencies using Governmental Unit's records management system ("RMS") to do crime reporting to ensure that all understand the benefits of transitioning to NIBRS.
- Draft and execute an agreement with its RMS vendor to implement an electronic submission format that will report its incident data in a format that meets BCA and MN-NIBRS reporting requirements. The Governmental Unit's agreement with its RMS vendor must provide that the vendor:
  - guarantees the Governmental Unit is compliant with State's requirements as listed below in Items 10 and 11 below;
  - is notified by the Governmental Unit of changes to the requirements listed below in Items 9 and 10;
  - is provided by the Governmental Unit with documentation of the Crime Reporting System ("CRS");
  - is required to assist in the resolution of any errors during the testing period and the corrective fixes be available to existing and future MN-NIBRS installations at no additional cost;
  - provides the Governmental Unit with any documentation necessary for the successful operation of the input submissions.
- Submit the agreement draft with its RMS vendor to the State for approval prior to execution.
- Create a project plan with its RMS vendor identifying how the vendor will ensure that all the work required for the Governmental Unit to submit incident data and MN-NIBRS complaint crime statistics are within the scope of this Agreement.
- Submit the project plan with its RMS vendor to the State for approval.

7. Refrain from authorizing work on the implementation of the MN-NIBRS compliant submissions until the State approves the RMS vendor agreement draft, the agreement is executed, and the State approves the RMS vendor project plan.
8. Require the Governmental Unit's staff and the staff of the RMS vendor attend periodic status meetings and demonstrations organized by the State.
9. Assure the RMS vendor installs a version of software that is compliant with the State requirements.
10. Ensure that the implementation meets the requirements of the Minnesota Department of Public Safety's Security Architecture, State of Minnesota Non-Visual Access Standards ([https://mn.gov/mnit/assets/Stnd\\_State\\_Accessibility\\_tcm38-61585.pdf](https://mn.gov/mnit/assets/Stnd_State_Accessibility_tcm38-61585.pdf)), and the CRS Vendor Adapter Specifications, and the CRS Data Mapping Requirements, which are posted on the CJIS Launch Pad (<https://bcanextest.x.state.mn.us/launchpad/>). These documents and any revisions posted to the website are incorporated into this Agreement by reference. The Governmental Unit is responsible for checking the website periodically for updates to these documents and providing any changes to its RMS vendor.
11. Test its electronic submissions in the State's test environment according to the "CRS Agency Vendor Test Plan" posted on the CJIS Launch Pad at <https://bcanextest.x.state.mn.us/launchpad/> located under MNJIS Training/ NIBRS. This document and any revisions posted to the website are incorporated into this Agreement by reference. The Governmental Unit is responsible for checking the website periodically for updates to these documents and providing any changes to its RMS vendor.
12. Achieve certification for its electronic submissions by sending three (3) consecutive months of MN-NIBRS compliant statistics with an error rate below 4% each month, a requirement of all government agencies reporting crime utilizing the RMS.
13. Transition reporting MN-NIBRS compliant crime statistics in coordination with the State at a date and time specified by the State.

The State's Duties:

1. Accept Governmental Unit's crime statistics in the existing format in use on the effective date of this Agreement.
2. Provide the Governmental Unit with documents listed in Items 10 and 11 above and maintain their accuracy including any changes made by the State or FBI.
3. Review Governmental Unit's agreement draft with its RMS vendor for the required content and either approve or disapprove the agreement. If the draft is disapproved, the State will notify Governmental Unit of the required changes to receive approval. State will review and act within ten (10) business days of receiving the agreement draft from the Governmental Unit.
4. Review Governmental Unit's project plan with its RMS vendor and either approve or disapprove the plan. If the plan is disapproved, the State will notify the Governmental Unit of the required changes to receive approval. State will review and act within ten (10) business days of receiving the plan from the Governmental Unit.
5. Schedule periodic status meetings and demonstrations as needed to ensure the project is completed.
6. Provide electronic schema and sample submission files that Governmental Unit can share with its RMS vendor.
7. Provide access to its test environment so that Governmental Unit can test its submissions.
8. Verify and validate Governmental Unit's submissions during the test period.
9. Provide training to Governmental Unit on the submission requirements and best practices for MN-NIBRS compliance.
10. Verify and validate Governmental Unit's submissions during the certification period including those made by government agencies using the RMS.
11. Issue written certification of MN-NIBRS compliance to Governmental Unit when the standards for submission have been met.
12. Provide access to its production environment and authorize Governmental Unit to switch to MN-NIBRS reporting following the written certification.

**3 Payment**

The State will make payments to the Governmental Unit in accordance with the following deliverables list.

Deliverable	Payment
Receipt of an executed Agreement between Governmental Unit and its RMS vendor	\$1,000
Approval of project plan	\$1,000
Receipt of mapping document of RMS data	\$1,000

elements to CRS data elements	
Submission of first successful test	\$1,000
Completion of training provided by vendor	\$1,000
Submission of RMS documentation to support successful operation (training and/or administrative documentation)	\$1,000
Successful completion of the CRS agency vendor NIBRS test plan by Governmental Unit staff	\$1,000
Certification of submissions of all appropriate investigative and crime data by the Governmental Unit	\$1,000

The total obligation of the State under this Agreement will not exceed **Eight Thousand and 00/100 Dollars (\$8,000.00)**.

**4 Authorized Representatives**

The State's Authorized Representative is the person below or her successor:

Name: Dana Gotz, Deputy Superintendent  
 Address: Department of Public Safety; Bureau of Criminal Apprehension  
 1430 Maryland Street East  
 Saint Paul, MN 55106  
 Telephone: 651.793.1007  
 Email Address: [dana.gotz@state.mn.us](mailto:dana.gotz@state.mn.us)

The Governmental Unit's Authorized Representative is the person below or his/her successor:

Name: Rick Mathwig, Chief  
 Address: 2660 Civic Center Drive  
 Roseville, MN 55113  
 Telephone: 651.792.7203  
 Email Address: [rick.mathwig@cityofroseville.com](mailto:rick.mathwig@cityofroseville.com)

**5 Assignment, Amendments, Waiver, and Agreement Complete**

- 5.1 Assignment.** The Governmental Unit may neither assign nor transfer any rights or obligations under this Agreement.
- 5.2 Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
- 5.3 Waiver.** If the State fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.
- 5.4 Agreement Complete.** This Agreement contains all negotiations and agreements between the State and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

**6 Liability**

The State and Governmental Unit agree 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. The State's liability shall be governed by provisions of the Minnesota Tort Claims Act, Minnesota Statutes § 3.736, and other applicable law. The Governmental Unit's liability shall be governed by provisions of the Municipal Tort Claims Act, Minnesota Statutes §§ 466.01-466.15, and other applicable law.

**7 State Audits**

Under Minnesota Statutes § 16C.05, subdivision 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six (6) years from the end of this Agreement.

**8 Government Data Practices**

The Governmental Unit and State must comply with the Minnesota Government Data Practices Act, Minnesota

Statutes Chapter 13, as it applies to all data provided by the State under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this agreement. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by either the Governmental Unit or the State.

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

**9 Venue**

Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**10 Termination**

**10.1 Termination.** The State or the Governmental Unit may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

**10.2 Termination for Insufficient Funding.** The State may immediately terminate this agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Governmental Unit. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Governmental Unit will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Governmental Unit notice of the lack of funding within a reasonable time of the State's receiving that notice.

**11 E-Verify Certification (In accordance with Minnesota Statutes § 16C.075)**

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

**12 Continuing Obligations**

The following clauses survive the expiration or cancellation of this Agreement: 6, Liability; 7, State Audits; 8, Government Data Practices; and 9, Venue.

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

**3. DEPARTMENT OF PUBLIC SAFETY;  
BUREAU OF CRIMINAL APPREHENSION**

By: \_\_\_\_\_  
(with delegated authority)

Signed: \_\_\_\_\_

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

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

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

SWIFT PO Number:     3-64686    

**2. GOVERNMENTAL UNIT**

**4. COMMISSIONER OF ADMINISTRATION**  
*As delegated to Office of State Procurement*

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

By: \_\_\_\_\_

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

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