

**RESOLUTION
 CITY OF SAINT PAUL, MINNESOTA**

Presented by _____

1 WHEREAS, the City of Saint Paul, Police Department is requesting authorization to enter into the
 2 attached contract with the State of Minnesota, through its Commissioner of Public Safety, Bureau of
 3 Criminal Apprehension (BCA) – Forensic Science Service; and
 4
 5 WHEREAS, this agreement will allow the state to authorize its qualified scientists to complete forensic
 6 controlled substance analysis and associated courtroom testimony related to recovered physical
 7 evidence; and
 8
 9 WHEREAS, the City of Saint Paul Police Department will reimburse the BCA for the services of two
 10 scientists who will give priority to the department's cases; and
 11
 12 WHEREAS, the term of the agreement will run from March 1, 2015 and expire on February 28, 2017 or
 13 until all obligations have been satisfactorily fulfilled, whichever occurs first and the total obligation of the
 14 contract will not exceed a total of \$340,000.00; and
 15
 16 THEREFORE BE IT RESOLVED, the Saint Paul City Council authorizes the City of Saint Paul to enter
 17 into, and Chief Thomas E. Smith to implement the attached agreement with the State of Minnesota.
 18
 19

	Yeas	Nays	Absent
Bostrom			
Brendmoen			
Lantry			
Stark			
Thao			
Thune			
Tolbert			

Requested by Department of: **POLICE**


By: **Thomas E. Smith, Chief of Police**

Form Approved by City Attorney
 By: _____

Adopted by Council: Date _____

Adoption Certified by Council Secretary

By: _____

Approved by Mayor: Date _____

By: _____

Form Approved by Mayor for Submission to Council

By: _____

Income Contract

State of Minnesota
SWIFT Contract No.: 86149

This agreement is between the State of Minnesota, acting through its Commissioner of Public Safety, Bureau of Criminal Apprehension -Forensic Science Service, 1420 Maryland Ave. E., St. Paul, MN 55106 ("State") and the City of Saint Paul, Saint Paul Police Department, whose designated address is 367 Grove St., St. Paul, MN 55101 ("Governmental Unit").

Recitals

1. Under Minn. Stat. § 471.59, subd. 10, the State is empowered to engage such assistance as deemed necessary.
2. Under Minn. Stat. § 471.59, subd. 3, the State is authorized to receive funds from the Governmental Unit to carry out the purposes of this Contract.
3. The Governmental Unit is in need of Forensic Controlled Substance (drug) analysis and associated courtroom testimony related to physical evidence and is able to reimburse the State for the services of two Controlled Substance (drug) scientists who will give priority to the Government Unit's cases and will be employed by the State.
4. The State represents that it is duly qualified and agrees to provide the services described in this contract.

Contract

1 Term of Contract

1. **Effective date:** March 1, 2015, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
2. **Expiration date:** February 28, 2017, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Agreement between the Parties

- 2.1 The State will employ two Controlled Substance scientists that will be dedicated to the Governmental Unit's cases. The Governmental Unit may set the priority of the cases these scientists will work by providing the State's Authorized Representative of this Contract with a priority case list. These scientists will be employees of the State and will assist in the technical review of Controlled Substance cases from other jurisdictions as well as complete proficiency tests required by the American Society of Crime Laboratory Directors Laboratory Accreditation Board (ASCLD/LAB) as directed by their supervisor. As such, they will follow all Minnesota Department of Public Safety, Minnesota Bureau of Criminal Apprehension (BCA) and State standard operating procedures, and policies.
- 2.2 The Governmental Unit will reimburse the State for all costs for employing two Controlled Substance scientists during this Contract. The Governmental Unit's Authorized Representative of this agreement will meet with the State's Authorized Representative of this agreement as needed to establish and/or review priority case lists assigned to these scientists and/or if needed to obtain progress reports.

3 Payment

The Governmental Unit will reimburse the State up to but not exceeding a total of \$85,000.00 annually per scientist employed under this Contract. The amount includes salary, fringe benefits, overtime, court testimony costs, and any training costs. The State will cover the costs of space,

equipment, supplies and other costs associated with Controlled Substance analysis of the Governmental Unit's cases.

The total obligation of the Governmental Unit under this contract will not exceed a total of \$340,000.00 unless agreed upon by both parties and this contract is so amended.

Itemized invoices will be filed by the State's Authorized Representative of this agreement with the Governmental Unit's Authorized Representative of this agreement in arrears, monthly and within 30 days of the period covered by the invoice for costs incurred.

Reimbursement to the State will be made by the Governmental Unit within 30 days of date of invoice, and will be paid directly to the Minnesota Department of Public Safety with payment being sent to the State's accounting officer: MN Dept. of Public Safety, Office of Fiscal & Administrative Services, Attn: Gary Johnson, 445 Minnesota St., Suite 126, Town Square, St. Paul, MN 55101-5126.

4 Authorized Representatives

The State's Authorized Representative is Catherine Knutson, Director, BCA Forensic Science Laboratory, 1430 Maryland Ave. E., St. Paul, MN 55106, 651-793-2959, or her successor.

The Governmental Unit's Authorized Representative is Assistant Chief Kathleen Wuorinen, St. Paul Police Department, 367 Grove St., St. Paul, MN 55101, 651-266-5606, or her successor.

5 Amendments, Waiver, and Contract Complete

1. **Amendments.** Any amendment to this contract 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 contract, or their successors in office.
2. **Waiver.** If the State fails to enforce any provision of this contract, that failure does not waive the provision or its right to enforce it.
3. **Contract Complete.** This contract contains all negotiations and agreements between the State and the Governmental Unit. No other understanding regarding this contract, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof. The Minnesota Torts Claims Act, Minn. Stat. § 3.736, Minnesota Statute 466.01 et seq., Minnesota Statute 471.59 and other applicable laws governing the Governmental Unit's liability.

7 Government Data Practices

The Governmental Unit must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Government 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.

8 State Audit

Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this contract are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a total of six years.

9 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this contract. Venue for all legal proceedings out of this contract, or its breach, must be in the appropriate state or federal court

with competent jurisdiction in Ramsey County, Minnesota.

10 Termination

10.1 Termination. Either party 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 Governmental Unit may immediately terminate this Contract if it does not obtain funding from the St. Paul City Council, 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 State. The Governmental Unit is not obligated to pay for any services that are provided after notice and effective date of termination. However, the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The Governmental Unit will not be assessed any penalty if the Contract is terminated because of the decision of the St. Paul City Council, or other funding source, not to appropriate funds. The Governmental Unit must provide the State notice of the lack of funding within a reasonable time of the Governmental Unit's receiving that notice.

Distribution:
Governmental Unit
State
State's Authorized Representative

1. GOVERNMENTAL UNIT

By: _____
Title: Chief of Police
Date: _____

By: _____
Title: City Attorney
Date: _____

By: _____
Title: Director of the Office of Financial Services
Date: _____

By: _____
Title: Mayor
Date: _____

By: _____
Title: Director of Human Resources and Equal
Economic Opportunity
Date: _____

2. STATE AGENCY

By: _____
(with delegated authority)
Title: _____
Date: _____

3. COMMISSIONER OF ADMINISTRATION
As delegated to Materials Management Division

By: _____
Date: _____