

**STATE OF MINNESOTA
DEPARTMENT OF PUBLIC SAFETY
ANNUAL PLAN AGREEMENT**

This Annual Plan Agreement is for professional/technical services, interpreted pursuant to laws of the State of Minnesota, between **City of Saint Paul Police Department, 367 Grove Street, Saint Paul, MN 55101** ("Contractor") and the Commissioner of the Department of Public Safety acting on behalf of the Minnesota State Patrol ("State").

Pursuant to Minnesota Statutes § 15.061, the State is empowered to enter into professional/technical Agreements.

By written acceptance below, the Contractor agrees to perform the following work:

Sergeant Dan Day will coordinate the following training courses and instruction by an instructor qualified for the training as specified in Standardized Field Sobriety Tests (SFST) Program Duties, Exhibit A, which is attached and incorporated into this agreement. Training courses may include the following: Standardized Field Sobriety Testing (SFST); Driving While Impaired (DWI) SFST Update; and Advanced Roadside Impaired Driving Enforcement (ARIDE). Funding for each class is based on \$60.00 per hour for the length of each class. Funding is provided via the State's Drug Recognition Evaluator (DRE) Training Grant through the National Highway and Traffic Safety Administration (NHTSA). CFDA # 20.616.

- 1. Conditions of Payment.** All services provided by the Contractor pursuant to this Annual Plan Agreement must be performed to the satisfaction of the State, as determined in the sole discretion of the State, and not in violation of any federal, state or local laws, ordinances, rules and regulations. The Contractor will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state or local law, ordinance, rule or regulation. Under Minnesota Statutes § 16C.08, subdivision 2(10), no more than 90 percent of the amount due under this Annual Plan Agreement may be paid until the final product of this Annual Plan Agreement has been reviewed by the State's agency head. The balance due will be paid when the State's agency head determines that the Contractor has satisfactorily fulfilled all the terms of this Annual Plan agreement.
- 2. Cancellation.** This Annual Plan Agreement may be canceled by the State or the commissioner of Administration at any time, with or without cause, upon 30 days written notice to the Contractor. In the event of such a cancellation, the Contractor will be entitled to payment, determined on a pro rata basis, for the work or services satisfactorily performed.
- 3. Amendments.** Any amendments or modifications to this Annual Plan Agreement must be in writing and will not be effective until executed by the parties to this Agreement and approved by all State officials as required by law.
- 4. Indemnification.** In the performance of this contract by Contractor, or Contractor's agents or employees, the Contractor must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the State, to the extent caused by Contractor's:
 - 1) Intentional, willful, or negligent acts or omissions; or
 - 2) Actions that give rise to strict liability; or
 - 3) Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligation under this contract.

5. **State Audit.** The books, records, documents, and accounting procedures and practices of the Contractor and its employees or representatives, relevant to this Agreement must be made available and subject to examination by the State, including the State, Legislative Auditor, and State Auditor, for a minimum of six years from the end of this Annual Plan Agreement.
6. **Government Data Practices Act.** The Contractor must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the State in accordance with this Agreement, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the Contractor in accordance with this Agreement. The civil remedies of Minnesota Statutes § 13.08, apply to the release of the data referred to in this Article by either the Contractor or the State. In the event the Contractor receives a request to release the data referred to in this Article, the Contractor must immediately notify the State. The State will give the Contractor instructions concerning the release of the data to the requesting party before the data is released.
7. **Data Disclosure.** Under Minnesota Statutes § 270C.65, subdivision 3, and other applicable law, the Contractor consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the Contractor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.
8. **Jurisdiction and Venue.** This Annual Plan Agreement is governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this Annual Plan Agreement, or breach thereof, will be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

The Contractor must sign its approval in the designated signature block and return the original signed Agreement to the address shown below, prior to the commencement of services.

Agreement Begin Date: **December 11, 2017** Agreement End Date: **June 30, 2018**

The total amount that the State agrees to pay for the above services shall not exceed **Two Thousand Seven Hundred Sixty and 00/100 Dollars (\$2760.00)**, which will be invoiced by the Contractor within thirty (30) calendar days of the Agreement End Date.

The Contractor must submit one invoice upon completion of the above services to:

**Minnesota State Patrol Headquarters
Attn: Dawn Quirk
445 Minnesota Street, Suite 130
St. Paul, MN 55101-5155**

1. ENCUMBRANCE VERIFICATION:

Signed:
Date:
Swift PO No:

2. CONTRACTOR: City of Saint Paul Police Department

By:
Title: Assistant Chief of Police
Date:

By:
Title: Assistant City Attorney
Date:

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

3. STATE OF MINNESOTA, DEPARTMENT OF PUBLIC SAFETY:

By (authorized signature)
Title:
Date: