

**RESOLUTION
 CITY OF SAINT PAUL, MINNESOTA**

Presented by _____

1 BE IT RESOLVED, that the Saint Paul City Council authorizes the City of Saint Paul to enter into the
 2 attached agreement with the Regents of the University of Minnesota, Veterinary Medical Center. This
 3 agreement provides for health care service for pre-certified dogs (2) from March 1, 2013 to June 30,
 4 2013. A copy of said agreement is to be kept on file and on record in the Office of Financial Services.

	Yeas	Nays	Absent
Bostrom			
Brendmoen			
Carter			
Lantry			
Stark			
Thune			
Tolbert			

Requested by Department of: **POLICE**


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

Approved by the Office of Financial Services

By: _____

Approved by City Attorney

By: _____

Approved by Mayor for Submission to Council

By: _____

Adopted by Council: Date _____

Adoption Certified by Council Secretary

By: _____

Approved by Mayor: Date _____

By: _____

**ANNUAL PLAN AGREEMENT
WITH THE REGENTS OF THE UNIVERSITY OF MINNESOTA
AND**

(CHECK ONE):

- STATE OF MINNESOTA
DEPARTMENT OF _____
- COUNTY OF _____
- CITY OF _____
- POLICE DEPARTMENT: City of St Paul, Police Department

DEPARTMENT Accounting Information:

Agency:	Fiscal Year: <u>2012-13</u>	Vendor Number:
Total Amount of Contract: <u>\$ 690.00</u>	Amount of Contract First FY:	
Commodity Code:	Commodity Code:	Commodity Code:
Object Code:	Object Code:	Object Code:
Amount: <u>\$ 690.00</u>	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund:	Fund:	Fund:
Appr:	Appr:	Appr:
Org/Sub:	Org/Sub:	Org/Sub:
Activity:	Rept Catg:	Rept Catg:
Amount: <u>\$ 690.00</u>	Amount:	Amount:

Processing Information: (Some entries may not apply.)

Begin Date: March 1, 2013 End Date: June 30, 2013

Contract Number:

Contractor: Regents of the University of Minnesota
Veterinary Medical Center
305 Veterinary Medical Center
1365 Gortner Avenue
St. Paul, MN 55108

Bill to address: The University of Minnesota
Veterinary Medical Center
VMC
1365 Gortner Ave
Room 440A
St. Paul, MN 55108

DEPARTMENT: _____
Principal Investigator: _____
Phone Number: _____

**ANNUAL PLAN AGREEMENT
WITH THE REGENTS OF THE UNIVERSITY OF MINNESOTA
AND**

(CHECK ONE):

- STATE OF MINNESOTA
DEPARTMENT OF _____
- COUNTY OF _____
- CITY OF _____
- POLICE DEPARTMENT: City of St Paul, Police Department

This Contract, and amendments and supplements thereto, subject to the laws of Minnesota, is between the above listed party (hereinafter "DEPARTMENT"), and the Regents of the University of Minnesota, by and through the College of Veterinary Medicine, Veterinary Medical Center, 1365 Gortner Ave, St. Paul, MN 55108 (hereinafter "UNIVERSITY").

WHEREAS, the DEPARTMENT, pursuant to Minn. Stat. §15.061 is empowered to engage such assistance as deemed necessary, and
WHEREAS, the DEPARTMENT, is in need of K-9 health care service, and
WHEREAS, the UNIVERSITY, represents that it is authorized, qualified and willing to perform these services.

NOW, THEREFORE, it is agreed by the DEPARTMENT and the UNIVERSITY as follows:

- I. **UNIVERSITY'S DUTIES:** The UNIVERSITY shall perform the professional or technical services as follows:
Provide K9 Health Care Service for pre-certified dogs enrolled as K9 officers for a flat fee per year. This fee is based on a rate of \$1,035.00 per K9 Officer per year, \$345.00 prorated for 4 months. It is understood and agreed that University shall not be obligated to provide services for any K9 Officer to the extent that the total expenses incurred by the University in providing K9 Health Care Service for such K9 Officer has exceeded \$4,000.00 in the fiscal year, \$1,333 prorated for 4 months. Health Care Services shall mean annual examination, preventative health care including vaccines, heartworm preventative, flea and tick preventative, specialty and surgical services and emergency care as medically indicated and recommended by a University of Minnesota Veterinary Medical Center (VMC) veterinarian, but shall not include a pre-service examination for each K9 Officer, specialized tests, prescriptions, or shots, cremation urns, dog food, prescription dog food, and other daily maintenance supplies or tools suggested by DVMs. Any services provided outside of the VMC will not be covered under this agreement. University reserves the right to withhold services in the event the DEPARTMENT fails to make timely payments.

Services outside this agreement will be charged per the VMC fee schedule with a 20% discount. Current number of K9 Officers that will be enrolled would be two (2) additional K-9 officer. List K9 information on Exhibit A.

II. **CONSIDERATION AND TERMS OF PAYMENT:**

- A. **CONSIDERATION:** The consideration for all services performed by the UNIVERSITY pursuant to this Contract shall be paid by the DEPARTMENT as follows:
1. **COMPENSATION:** Compensation in an amount not to exceed \$690.00 which shall be paid in one payments prior due upon signing the contract.
 2. **REIMBURSEMENT:** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the UNIVERSITY in performance of this Contract in an amount not to exceed \$1.35 per mile.
 3. **THE TOTAL OBLIGATION OF THE DEPARTMENT FOR ALL COMPENSATION AND REIMBURSEMENTS TO THE UNIVERSITY SHALL NOT EXCEED:** six hundred ninety dollars and no cents (690.00), plus for additional/other services and supplies outside the agreement.

4. To maintain service under this plan, the handler for the K9 officer must abide by the UNIVERSITY'S prescribed care for the animal in order to maintain services under the plan. Subsequent care required as a result of a failure to abide by the University's prescribed care will not be covered by this Agreement.

B. TERMS OF PAYMENT:

1. INVOICE: Payments shall be made by the DEPARTMENT after the UNIVERSITY'S presentation of invoices and acceptance by the DEPARTMENT'S Authorized Representative pursuant to Clause VII. Invoices shall be submitted on a annual basis and in a form prescribed by the DEPARTMENT according to the following schedule: March 1, 2013.

2. RETAINAGE: In accordance with Minn. Stat. § 16C.08, Subd. 5(b), no more than ninety percent (90%) of the amount due under this Contract may be paid until the final product has been reviewed by the chief executive of the agency entering into the contract, and the chief executive has certified that the UNIVERSITY has satisfactorily fulfilled the terms of the Contract.

III. TIMELINESS: The UNIVERSITY shall comply with all of the time requirements described in this Contract.

IV. CONDITIONS OF PAYMENT: All services provided by the UNIVERSITY pursuant to this Contract shall be performed to the satisfaction of the DEPARTMENT, as determined at the sole reasonable discretion of the DEPARTMENT'S Authorized Representative, and in accordance with all applicable federal, DEPARTMENT, and local laws, ordinances, rules and regulations. The UNIVERSITY shall not receive payment for work reasonably found by the DEPARTMENT to be untimely or unsatisfactory, or performed in violation of federal, DEPARTMENT or local law, ordinance, rule or regulation.

V. TERM OF CONTRACT: This Contract shall be effective on March 1, 2013 or upon the date that the final required signature is obtained by the DEPARTMENT, pursuant to Minn. Stat. § 16C.05, subd. 2, whichever occurs later, and shall remain in effect until June 30, 2013, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been canceled, whichever occurs first. The UNIVERSITY shall have a continuing obligation, after said Contract period, to comply with the following provisions of Contract clauses: X. Liability; XI. DEPARTMENT Audits; XII. Government Data Practices Act; XIV. Publicity; and XVIII. Jurisdiction and Venue. **THE UNIVERSITY UNDERSTANDS THAT NO WORK SHOULD BEGIN UNDER THIS CONTRACT UNTIL ALL REQUIRED SIGNATURES HAVE BEEN OBTAINED AND THE UNIVERSITY'S AUTHORIZED REPRESENTATIVE IS NOTIFIED TO BEGIN WORK BY THE DEPARTMENT'S AUTHORIZED REPRESENTATIVE.**

Each K9 listed in Exhibit A are the only K9's covered in this agreement. K9 officers are enrolled in this agreement for the duration of the contract and no portion of the fee is refundable. Trading one K9 for another is not permitted.

VI. CANCELLATION: This Contract may be canceled by the DEPARTMENT, UNIVERSITY, or the Commissioner of Administration, at any time, with or without cause, upon thirty (30) days' written notice to the UNIVERSITY. In the event of cancellation, the UNIVERSITY shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

VII. AUTHORIZED REPRESENTATIVES, PRINCIPAL INVESTIGATOR, AND KEY PERSONNEL:

A. DEPARTMENT'S AUTHORIZED REPRESENTATIVE: The DEPARTMENT'S Authorized Representative responsible for the administration and supervision of this Contract is Chief Thomas Smith, who is authorized to accept the UNIVERSITY'S services, if such services are timely and satisfactory, and to certify said acceptance on each invoice submitted.

B. UNIVERSITY'S AUTHORIZED REPRESENTATIVE: The UNIVERSITY'S Authorized Representative responsible for the administration of this Contract is Pat Berzins, Ph: 612-624-8791. The UNIVERSITY'S Authorized Representative shall have full authority to represent the UNIVERSITY in its fulfillment of the terms, conditions, and requirements of this Contract.

C. PRINCIPAL INVESTIGATOR AND KEY PERSONNEL: The UNIVERSITY'S Principal Investigator for this Contract is Paula Buchner COO/CFO. The UNIVERSITY'S Key Personnel required for this Contract shall be: Debra Vogt, Director SA Receiving Services (612-626-6466). The UNIVERSITY shall not add, replace, remove, or substitute the named principal investigator or the key personnel, if named, without the prior written approval of

the DEPARTMENT.

VIII. ASSIGNMENT: The UNIVERSITY shall not assign, delegate, or transfer any rights or obligations under this Contract without the prior written consent of the DEPARTMENT.

IX. AMENDMENTS: Any amendments or modifications to this Contract shall be in writing and shall not be effective until executed by the parties to this Contract and approved by all DEPARTMENT officials as required by law.

X. LIABILITY: Each party shall be responsible for claims, losses, damages and expenses which are proximately caused by the wrongful or negligent acts or omissions of that party or its agents, employees or representatives acting within the scope of their duties. The liability of each party is as set out in chapter 3.736 of the Minnesota Statutes and subject to the limitations therein. Nothing herein shall be construed to limit either party from asserting against third parties any defenses or immunities (including common law, statutory and constitutional) it may have or be construed to create a basis for a claim or suit when none would otherwise exist. This provision shall survive the termination of this Agreement.

XI. DEPARTMENT AUDITS: The books, records, documents, and accounting procedures and practices of the UNIVERSITY and its employees, agents, and subcontractors, relevant to this Contract, shall be made available and subject to examination by the DEPARTMENT, including the Contracting Agency/DEPARTMENT, Legislative Auditor, and DEPARTMENT Auditor, for a minimum of six years from the end of the contract.

XII. 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 DEPARTMENT in accordance with this Contract, and as it applies to all data, collected, received, stored, used, maintained, or disseminated by the CONTRACTOR in accordance with this Contract. The civil remedies of Minnesota Statutes Section 13.08, apply to the release of the data referred to in this Article by either the CONTRACTOR or the DEPARTMENT.

In the event the CONTRACTOR receives a request to release the data referred to in this Article, the CONTRACTOR must immediately notify the DEPARTMENT. The DEPARTMENT will give the CONTRACTOR instructions concerning the release of the data to the requesting party before the data is released.

XIII. NOT APPLICABLE

XIV. PUBLICITY: Any publicity given to the program, publications, or services provided resulting from this Contract, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the UNIVERSITY or its employees individually or jointly with others or any subcontractors, shall identify the DEPARTMENT as the sponsoring agency. Publication of methods and results derived from this project in theses, academic or professional journals or their presentation at symposia or scholarly meetings is hereby authorized, provided they contain the required acknowledgement of state support and necessary steps have been taken to protect copyright and other intellectual property rights resulting from the project.

XV. AFFIRMATIVE ACTION: (When applicable.) The UNIVERSITY certifies that it has a valid and current certificate of compliance from the commissioner of Human Rights pursuant to Minn. Stat. § 363.073.

XVI. WORKERS' COMPENSATION: In accordance with the provisions of Minn. Stat. § 176.182, the UNIVERSITY shall provide acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Minn. Stat. § 176.181, subd. 2, as amended, prior to the commencement of any duties to be performed under this Contract.

XVII. PROMPT PAYMENT TO SUBCONTRACTORS: (When applicable.) Prime contractors are required to pay subcontractors pursuant to Minn. Stat. § 16A.1245.

XVIII. JURISDICTION AND VENUE: This Contract shall be governed by the laws of the DEPARTMENT of Minnesota. Venue for all legal proceedings arising out of this Contract, or breach thereof, shall be in the DEPARTMENT or federal court with competent jurisdiction in Ramsey County, Minnesota.

XIX. COMPLETE CONTRACT: This Contract, and amendments and supplements, constitutes the entire agreement between the parties.

XX. OTHER PROVISIONS: (Attach additional pages as necessary and incorporate by reference here.) Otherwise "none."

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

APPROVED:

1. DEPARTMENT ENCUMBRANCE VERIFICATION

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

By (authorized signature)
Date
Contract number:

3. _____ :

Agency Contract approval	
By (authorized signature)	
Title	Thomas E. Smith, Chief of Police
Date	

2. REGENTS OF THE UNIVERSITY OF MINNESOTA:

On behalf of the Regents of the University of Minnesota, the undersigned person(s) warrants that he or she is authorized to execute the contract and legally bind the UNIVERSITY thereto.

By (authorized signature)
Title
Date

By (authorized signature)
Title
Date

