

# RESOLUTION CITY OF SAINT PAUL, MINNESOTA

Presented by \_\_\_\_\_

1 RESOLVED, that the City of Saint Paul, Police Department is authorized to enter into the attached Joint  
2 Powers Agreement with the State of Minnesota, acting through its Commissioner of Public Safety,  
3 Division of Homeland Security and Emergency Management. This agreement will allow for the  
4 reimbursement of expenses incurred by the department's bomb disposal unit for assistance provided as  
5 requested by the State. The term of the agreement is from July 1, 2011 through June 30, 2013. A copy of  
6 the said agreement is to be kept on file and on record in the Office of Financial Services.

7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

	Yeas	Nays	Absent
Benanav			
Bostrom			
Harris			
Helgen			
Lantry			
Montgomery			
Thune			

Requested by Department of: **POLICE**

By: Thomas E Smith  
KAS

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: \_\_\_\_\_

## STATE OF MINNESOTA JOINT POWERS AGREEMENT

This agreement is between the State of Minnesota, acting through its Commissioner of Public Safety, Division of Homeland Security and Emergency Management ("State") and City of St. Paul, St. Paul Police Department ("Governmental Unit").

### Recitals

Under Minn. Stat. § 471.59, subd. 10, and Minn. Stat. § 299C.063, subd. 2 and 3, the State is empowered to engage such assistance as deemed necessary, to enter into agreements with bomb disposal units, and to reimburse State approved bomb disposal units for reasonable expenses incurred providing services under this agreement.

### Agreement

#### 1 Term of Agreement

- 1.1 **Effective date:** July 1, 2011, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** June 30, 2013, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

#### 2 Agreement between the Parties

2.1 Definitions: The terms used in this agreement have the meaning given them in Minn. Stat. §299C.063, subd. 1:

- (a) "Bomb disposal unit" means a commissioner-approved unit consisting of persons who are trained and equipped to dispose of or neutralize bombs or other similar hazardous explosives and who are employed by a municipality; and
- (b) "Commissioner" means the commissioner of public safety; and
- (c) "Municipality" has the meaning given it in section 466.01; and
- (d) "Hazardous explosives" means explosives as defined in section 299F.72, sub. 2., explosive devices and incendiary devices as defined in section 609.668, subd. 1, and all materials subject to regulation under United States Code, title 18, chapter 40.
- (e) "Geographic jurisdiction" means the corporate limits of the Governmental Unit.

2.2 Governmental Unit will provide the following services when responding to calls:

- (a) Governmental Unit is an approved bomb disposal unit, and will provide bomb squad services outside of its geographic jurisdiction for another municipality or otherwise outside the jurisdiction of the employer-municipality but within the state.
- (b) Governmental Unit will only invoice the State for expenses incurred while providing bomb disposal unit services outside its geographic jurisdiction for another municipality or otherwise outside the jurisdiction of the employer-municipality but within the state. Expenses incurred and invoiced to the State will be set at a flat rate of \$175.00 per hour. Should the Governmental Unit have a contract with another entity other than the State for these services, the Governmental Unit will not invoice the State for services covered by that contract.
- (c) A set flat rate of \$175.00 per hour for expense reimbursement to the Governmental Unit is inclusive of the bomb squad unit and all services provided.
- (d) Governmental Unit will provide reports to the State's Authorized Representative at least quarterly, but not more often than monthly using a reporting format approved by the State. Reports must include a brief outline of services provided and costs incurred. This report must be submitted to the State's Authorized Representative with invoice for expense reimbursement.

#### 3 Payment

3.1 The State will reimburse the Governmental Unit no more than \$27,000.00 from July 1, 2011 through June 30, 2012, and an additional \$27,000.00 from July 1, 2012 through June 30, 2013, for Governmental Unit's bomb disposal unit responding to calls as specified under Clause 2 of this agreement, and in accordance with the following:

- (a) The Governmental Unit will be reimbursed at a flat rate of \$175.00 per hour for services provided when

responding to calls. This flat rate is inclusive of the bomb disposal unit and services provided.

- (b) Reimbursement is limited to the extent of appropriated funds.
- (c) Funds not expended by the Governmental Unit during the first state fiscal year of this agreement will be canceled and re-established in the following state fiscal year of this agreement.

3.2 The State will make payments to the Governmental Unit promptly after the Governmental Unit's presentation of invoices for services performed, and acceptance of such services by the State's Authorized Representative pursuant to Clause 4 of this agreement. Invoices will be submitted in a form prescribed by the State and in accordance with the following schedule:

- (a) Itemized invoices will be filed in arrears at least quarterly, but not more often than monthly and within 30 days of the period covered by the invoice for work performed. Final invoice for the first state fiscal year of this agreement must be received by the State no later than July 31, 2012. Reimbursement from the second state fiscal year may commence on or after July 1, 2012. The final invoice pertaining to the second year of this agreement must be received by the State no later than July 31, 2013.
- (b) Expenditures of each state fiscal year of this agreement must be for services performed within applicable state fiscal year and within the terms of this agreement.
- (c) Funds specified for the second state fiscal year of this agreement may not be expended until July 1, 2012 and may only be expended for services provided in the second state fiscal year of this agreement (July 1, 2012 through June 30, 2013).

3.3 The total obligation of the State for all reimbursement to the Governmental Unit under this agreement will not exceed \$54,000.00.

#### 4 Authorized Representatives

The State's Authorized Representative is Bill Chandler, Homeland Security Branch Director, Division of Homeland Security and Emergency Management, 444 Cedar Street, Suite 223, St. Paul, MN 55101-6223, (651) 201-7450, William.chandler@state.mn.us, or his/her successor or designee.

The Governmental Unit's Authorized Representative is Sargent John Adamek, Bomb Squad Commander, St. Paul Police Department, 367 Grove Street, St. Paul, MN 55101, Phone: (651) 266-5768, or his/her successor or designee

#### 5 Assignment, Amendments, Waiver, and Contract Complete

- 5.1 **Assignment.** The Governmental Unit may neither assign nor transfer any rights or obligations under this agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 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 **Contract 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

Each party will be responsible for their own acts and the results thereof. The Municipal Tort Claims Act, Minnesota Statutes, Chapter 466 governs the Governmental Unit's liability. Minnesota Statutes sections 3.732 to 3.736 and section 176.192 govern the State's liability. A member of the Governmental Unit's bomb disposal unit approved by the Commissioner of the Department of Public Safety and employed by the Governmental Unit is considered an employee of the State when engaged in the disposal or neutralization of bombs or other similar hazardous explosives, as defined in section 299C.063 outside the jurisdiction of the municipality but within the state for the purpose of the Minnesota Tort Claims Act, Minnesota Statutes 3.732-3.736. This clause shall not be construed to bar any legal remedies the Governmental Unit may have for the State's failure to fulfill its obligations pursuant to this agreement.

The Governmental Unit's geographic jurisdiction is defined as follows: For purposes of this agreement, the Governmental Unit's normal geographic jurisdiction is corporate city limits of the Saint Paul, Minnesota.

## 7 Workers' Compensation

The Governmental Unit certifies that it has complied with the workers' compensation requirement of Minnesota Statutes Section 176.181, subd. 2. Notwithstanding Clause 6 of this agreement, a member of the Governmental Unit's bomb disposal unit approved by the Commissioner of the Department of Public Safety and employed by the Governmental Unit is considered an employee of the Department of Public Safety solely for the purposes of Minnesota Statutes Chapter 176 relating to workers' compensation when disposing of or neutralizing bombs or other similar hazardous explosives, as defined in section 299C.063 outside the jurisdiction of the Governmental Unit.

The Governmental Unit's geographic jurisdiction is defined as follows: For purposes of this agreement, the Governmental Unit's normal geographic jurisdiction is the corporate city limits of the City of Saint Paul, Minnesota.

## 8 State Audits

Under Minnesota Statute § 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 years from the end of this agreement.

## 9 Government Data Practices

The Governmental Unit and State must comply with the Minnesota Government Data Practices Act, Minnesota Statute Ch. 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 Statute § 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.

## 10 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.

## 11 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.

## 12 E-Verify Certification (In accordance with Minn. Stat. §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.

**1. STATE ENCUMBRANCE VERIFICATION**

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

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

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

SWIFT Purchase Order No.: 3-6181 \_\_\_\_\_

**2. GOVERNMENTAL UNIT**

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

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

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

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

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

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

**3. STATE AGENCY**

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

(with delegated authority)

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

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

**4. COMMISSIONER OF ADMINISTRATION**

As delegated to Materials Management Division

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

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

Distribution:

Agency

Governmental Unit

State's Authorized Representative - Photo Copy