

**RESOLUTION
 CITY OF SAINT PAUL, MINNESOTA**

Presented by _____

- 1 WHEREAS, the City of Saint Paul, Police Department (SPPD) wishes to enter into a Joint Powers
 2 Agreement with the Independent School District 625 (ISD 625) for Operation of a Student Program to
 3 Promote Achievement, Fitness, and Healthy Living; and
 4
 5 WHEREAS, this agreement will establish the "PAL Fitness and Healthy Living" initiative by partnering
 6 together the SPPD Police Activities League (PAL) program and ISD 625; and
 7
 8 WHEREAS, this initiative, which will operate out of Harding High School in Saint Paul, will provide year-
 9 round school day and after school academic and fitness programming; and
 10
 11 THEREFORE BE IT RESOLVED, the Saint Paul City Council authorized the City of Saint Paul to enter
 12 into, and Chief Thomas E. Smith to implement the attached agreement with the Independent School
 13 District 625.
 14

	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: _____

JOINT POWERS AGREEMENT
Between the City of Saint Paul and Independent School District 625 for
Operation of a Student Program to Promote
Achievement, Fitness, and Healthy Living

This is an agreement by and between the City of Saint Paul (“City”), a Minnesota municipality, on behalf of its Police Department (“SPPD”), and Independent School District 625 (“District”), a governmental unit under Minnesota Statutes section 471.59.

WHEREAS, the City and the District, pursuant to the provisions of Minnesota Statutes section 471.59, are authorized to enter into an agreement to exercise jointly the governmental powers and function each has individually; and

WHEREAS, the City and the District, pursuant to the provisions of Minnesota Statutes section 471.64, are authorized to lease, sell, and buy materials between one another; and

WHEREAS, the District wishes to provide its students with additional resources for academic achievement and skills for healthy living, and the SPPD wishes to partner with the District to further its community outreach and engagement efforts; and

WHEREAS, the parties have reached agreement on the terms and conditions under which the SPPD and the District will jointly operate a student program to promote academic achievement, fitness, and healthy living.

NOW THEREFORE, IT IS HEREBY AGREED, by and between the parties as follows:

I. Purpose.

The SPPD, through its Police Activities League (“PAL”), and the District will partner together to establish the “PAL Fitness and Healthy Living” initiative, which will be operated out of Harding High School in Saint Paul, Minnesota. PAL Fitness and Healthy Living will provide year-round school day and after school academic and fitness programming. Participants will have the opportunity to earn a varsity letter. The PAL Fitness and Healthy Living initiative will also include an update to the Tim Jones Memorial Fitness Center located within Harding High School.

II. Costs.

a. Tim Jones Memorial Fitness Center:

Updates to the Tim Jones Memorial Fitness Center will be accomplished through the work of volunteers and District and SPPD staff assigned to PAL Fitness and Healthy Living. All expenses, including expenses for materials and equipment, will be funded through in-kind contributions from the District and the City, grants, or other funding sources.

b. City In-kind Contributions:

- i. One or more police officers to work onsite during day and afterschool programming to mentor, motivate, and connect with participants.
- ii. Use of SPPD PAL van for student transportation to be used by SPPD personnel.

c. District In-kind Contributions:

- i. One or more licensed teachers.
- ii. One or more certified athletic trainers.
- iii. District staff will identify potential participants, assess each student and enroll all program participants in PAL Fitness and Healthy Living.
- iv. District staff will develop an individual wellness plan for each participant. The wellness plan will include both fitness and academic components.
- v. The District will monitor participants on a daily basis and will conduct monthly assessments of participant achievement. The District will compile and maintain monitoring and assessment data to evaluate student performance and program quality.
- vi. Use of Harding High School gym, fields, pool, cafeteria, and locker rooms.

III. Liability.

Nothing in this Agreement shall constitute a waiver of the rights, privileges, and benefits that each party is entitled to under Minnesota Statutes. Each party agrees that it will be responsible for its own acts and/or omissions and those of its officials, employees, representatives, and agents in carrying out the terms of this Agreement and the results thereof, to the extent authorized by law and shall not be responsible for the acts and/or omissions of the other party and the results thereof. The liability and the monetary limits of liability of the parties, their officials, employees, representatives and agents shall be governed by Minnesota Torts Claim Act, Minnesota Statutes Chapter 466, et seq., Minnesota Statutes § 471.59, and other applicable law.

IV. Performance.

Both parties accept full responsibility for performance of the duties outlined herein, but neither the City nor the District shall be held responsible for non-performance of its duties or responsibilities under this Agreement if the party's performance was prevented by acts or events beyond the party's reasonable control, including but not limited to: severe weather and storms, earthquake or other natural occurrences, strikes and other labor unrest, power failures, electrical power surges or current fluctuations, nuclear or other civil or military emergencies, or acts of legislative, judicial, executive, or administrative authorities. Additionally, each assigned police officer will remain under the City's direction and control and will be subject to police emergency recalls for service, activation of any Tactical Alert throughout the City, and/or as officer necessities arise elsewhere in the City. Emergency recall/tactical alert/officer necessity decisions are within the City's discretion and are not subject to question or liability under this Agreement.

V. Data Practices

Nothing in this Agreement can be construed to be contrary to Minnesota Statutes, Chapter 13, Minnesota Government Data Practices Act, and in particular Minnesota Statutes sections 13.05, subdivisions 6 and 11, and 13.37, subdivision 1(b). All of the data created, collected, received, stored, used, maintained, or disseminated by the parties in performing functions under the Agreement is subject to the requirements of Minnesota Government Data Practices Act and all parties must comply with those requirements. If any provision in this Agreement is in conflict with the Minnesota Government Data Practices Act, the Act will control.

VI. Audit

Until the expiration of six (6) years after the termination of this Agreement, each party will, upon written request of the other party, make available to the requesting party, the State Auditor or the requesting party's ultimate funding sources, a copy of this Agreement and the books, documents, records and accounting procedures and practices relating to this Agreement. Both parties will comply with and address audit findings.

VII. Term/Termination

A. Term

This Agreement will be effective upon final execution by both parties until December 31, 2014. Thereafter, this Agreement will automatically renew for up to four additional one-year periods unless either party gives the other party written notice of its intent not to renew by November 1 of the then-current term. The term of this Agreement, including all renewals, shall not exceed 5 years.

B. Termination

Either party may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party

C. Distribution of Assets and Property.

Upon expiration, dissolution, or other termination of this Agreement, all property used to support PAL Fitness and Healthy Living will be returned to the party that initially loaned or otherwise provided the property.

VIII. Assignment

Neither party to this Agreement may assign, delegate or transfer any rights or obligations under this Agreement without prior written consent from the other party.

IX. Amendments

Any amendment or modification to this Agreement must be in writing and will not be effective until executed by both parties.

X. Interpretation of Agreement; Venue

This Agreement will be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement must be venued in the appropriate state or federal district court in Ramsey County, Minnesota.

XI. Severability

The provisions of this Agreement are severable, and if any provision hereof or the application of any such provision under any circumstances is held to be invalid, such invalidity will not affect any other provision of this Agreement or the application of any other provision.

XII. Waiver.

Any failure of a party to assert any right under this Agreement shall not constitute a waiver or a termination of that right, this Agreement, or any provisions of this Agreement.

XIII. Notices.

Written notices required by this agreement are to be addressed to the following representatives of each party:

City of Saint Paul:

Amy Brown
Research and Grants Manager
Saint Paul Police Department
367 Grove Street
Saint Paul, MN, 55101

District:

Saint Paul Public Schools
Chief Operations Officer
360 Colborne Street
Saint Paul, MN 55102

[The remainder of this page is intentionally left blank.]

XIV. Entire Agreement


This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written negotiations.

IN WITNESS WHEREOF, the City of Saint Paul and Independent School District 625 have executed this Agreement on the date last written below.

CITY OF SAINT PAUL

INDEPENDENT SCHOOL DISTRICT 625

Thomas Smith, Chief of Police
Dated: _____



Chair
Dated: _____

Christopher B. Coleman, Mayor
Dated: _____



Clerk
Dated: _____

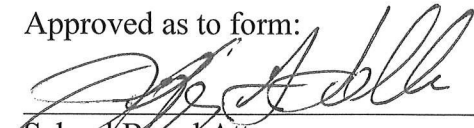
Director, Office of Financial Services
Dated: _____

Director, Department of Human Rights
and Equal Economic Opportunity
Dated: _____

Approved as to form:

Approved as to form:

Assistant City Attorney
Dated: _____



School Board Attorney
Dated: 4-4-14

Tim Jones Memorial Fitness Center

The Saint Paul Police Activities League (PAL) looks forward to partnering with Harding High School in a new and innovative program. Harding High School will allow PAL as part of their school curriculum in a course that would be called "PAL Fitness and Healthy Living."

The focal point of this program will be the Tim Jones Memorial Fitness Center. The weight room is currently outdated. Officer Jones was a proud Humboldt graduate. PAL and the Harding staff will give the weight room a cosmetic face-lift inside and outside of the building. This will be accomplished through volunteer work by PAL staff, Harding staff and any other officers or volunteers interested in helping out.

The second part of this plan is to replace the outdated and broken equipment. The new equipment would include an image of Officer Jones' badge and bear his name. When the project is completed there will be a meaningful tribute that will attract youth from all over the city to interact and bond with Saint Paul police officers.

Here are the highlights and goals of the partnership:

- Teachers and fitness instructor will assess each student and enroll each participate in PAL.
- An individual "Personal Wellness Plan" will be developed which will include an academic component.
- Staff will identify students that will benefit from this program and place them in the PAL Fitness Course. Those not in the classes will be placed in the same program after school and will include non-Harding students.
- Staff will monitor PAL kids daily and assess them monthly to accumulate data to evaluate student performance and the program quality.
- Program will include community leaders/role models and police officers to speak and motivate PAL members as part of the program.
- The program would include a daily academic component as well as a varsity lettering program in which PAL members can earn a varsity letter.
- The summer program would run all day and include recruiting younger middle school aged youth to introduce and recruit them to the PAL program.

Attached estimate to update gym facility – \$52,000

Additional costs are in-kind by the school district and police department:

In-kind school district:

Staff \$125,000

Facilities (pool, track, fields, gym, locker room and shower, cafeteria) \$100,000

In-kind police department:

Sergeant \$120,000

Officer \$101,000

Funds Raised to date -- \$28,800 – the Police Foundation has committed to raise additional funds for the initiative.

Next Steps – JPA with the school district (attached)



2nd Wind Exercise, Inc.

Shon Hartman
 7585 Equitable Drive
 Eden Prairie, MN 55344
 (952) 224-1210
 Fax: (952) 906-6905

Quote

Quote Order 22-013377

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Date 05/30/13

Ship To Information

Harding High School
 Dave Dochniak
 1540 E 6th St.
 St. Paul, MN 55106

Cell: (651) 271-0493

Bill To Information

Harding High School
 Attention: Accounts Payable
 1540 E 6th St.
 St. Paul, MN 55106

Home: (651) 793-7900 Work: (651) 793-4724

Expiration Date: 6/29/2013

Terms: Net 30

Qty	SKU	Description	Delivery Method	Tax	Your Price	Ext. Price
3	VY-D691	Matrix Varsity Double Half Rack 8'	Deliver	<input type="checkbox"/>	\$2,248.00	\$6,744.00
3	VY-D695	Matrix Varsity Series FI Bench w/Horizontal Adj	Deliver	<input type="checkbox"/>	\$680.00	\$2,040.00
3	MG-PS86	Magnum Series 6' x 8' w/Hardwood Center Platform	Deliver	<input type="checkbox"/>	\$1,244.00	\$3,732.00
3	OPT10	Matrix Magnum Series Custom Platform Logo	Deliver	<input type="checkbox"/>	\$199.00	\$597.00
1	HF-HD-1500	Hoist Dual Multi Press	Deliver	<input type="checkbox"/>	\$2,085.00	\$2,085.00
1	HF-HD-2300	Hoist Dual Mid Row/Lat Pulldown	Deliver	<input type="checkbox"/>	\$2,085.00	\$2,085.00
1	HF-HD-2400	Hoist Dual Seated LE/Hamstring Curl	Deliver	<input type="checkbox"/>	\$2,413.00	\$2,413.00
1	HF-HD-1610	Hoist Dual Leg Press/Toe Raise	Deliver	<input type="checkbox"/>	\$2,772.00	\$2,772.00
1	HF-HD-1900	Hoist Personal Pulley Gym	Deliver	<input type="checkbox"/>	\$2,285.00	\$2,285.00
2	HF-CF-3160	Hoist Flat/Incline Bench	Deliver	<input type="checkbox"/>	\$590.00	\$1,180.00
1	DBK-575	Hampton Durabells 5-75# (5# Increments) - Pair	Deliver	<input type="checkbox"/>	\$1,685.00	\$1,685.00
1	DB-5	Hampton Durabell 5#-PAIR	Deliver	<input type="checkbox"/>		
1	DB-10	Hampton Durabell 10lb-PAIR	Deliver	<input type="checkbox"/>		
1	DB-15	Hampton Durabell 15#-PAIR	Deliver	<input type="checkbox"/>		
1	DB-20	Hampton Durabell 20#-PAIR	Deliver	<input type="checkbox"/>		
1	DB-25	Hampton Durabell 25#-PAIR	Deliver	<input type="checkbox"/>		
1	DB-30	Hampton Durabell 30#-PAIR	Deliver	<input type="checkbox"/>		
1	DB-35	Hampton Durabell 35#-PAIR	Deliver	<input type="checkbox"/>		
1	DB-40	Hampton Durabell 40#-PAIR	Deliver	<input type="checkbox"/>		
1	DB-45	Hampton Durabell 45#-PAIR	Deliver	<input type="checkbox"/>		
1	DB-50	Hampton Durabell 50#-PAIR	Deliver	<input type="checkbox"/>		
1	DB-55	Hampton Dura-Bell 55lbs-PAIR	Deliver	<input type="checkbox"/>		
1	DB-60	Hampton Dura-Bell 60lbs-PAIR	Deliver	<input type="checkbox"/>		
1	DB-65	Hampton Durabell 65#-PAIR	Deliver	<input type="checkbox"/>		
1	DB-70	Hampton Durabell 70#-PAIR	Deliver	<input type="checkbox"/>		
1	DB-75	Hampton Durabell 75#-PAIR	Deliver	<input type="checkbox"/>		
1	2T-FLT	Hampton 2 Tier DB Rack	Deliver	<input type="checkbox"/>	\$491.00	\$491.00
2	HF-CF-3264	Hoist Adjustable Decline Ab Bench	Deliver	<input type="checkbox"/>	\$664.00	\$1,328.00
3	Y32110	York Needle Bearing Chrom Oly Bar	Deliver	<input type="checkbox"/>	\$300.00	\$900.00
6	IB-86-15Z	Hampton 7' Int bar 1500#	Deliver	<input type="checkbox"/>	\$299.00	\$1,794.00
6	300SET	Hampton Rubber Grip Plates: 300lbs	Deliver	<input type="checkbox"/>	\$485.00	\$2,910.00



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Terms: Net 30

Qty	SKU	Description	Delivery Method	Tax	Your Price	Ext. Price
3	PBP	Hampton Buper Set: 230lbs	Deliver	<input type="checkbox"/>	\$396.00	\$1,188.00
3	T3X	Matrix T3x TREADMILL AC110	Deliver	<input type="checkbox"/>	\$3,585.00	\$10,755.00
2	QPRO370-09	Octane PRO 370 (20.5" stride)	Deliver	<input type="checkbox"/>	\$2,723.00	\$5,446.00
2	U1x	Matrix U1x UPRIGHT CYCLE	Deliver	<input type="checkbox"/>	\$1,389.00	\$2,778.00
1		Factory Freight		<input type="checkbox"/>	\$980.00	\$980.00
1		Delivery Charge		<input type="checkbox"/>	\$2,400.00	\$2,400.00
1		Trade In		<input type="checkbox"/>	\$3,050.00	\$3,050.00

Special Instructions:

Item Total:	\$55,538.00
Tax:	\$0.00
TOTAL:	\$55,538.00

Standard Terms and Conditions

- All orders must be prepaid before shipment without approved credit.
- These prices are subject to change after 30 days from document date.
- There will be a 1.5% monthly service charge on all overdue accounts. The buyer is also responsible for any collection and/or legal fees involved in collecting past due accounts.
- Any changes on orders must be made within 7 days after the order is accepted.
- If customer requires a certificate of insurance that includes a waiver of subrogation or if the additional insured is to be on a primary non-contributory basis the customer agrees to assume the additional cost.
- Clerical errors subject to correction. All prices and agreements are contingent upon strikes, accidents, and other causes avoidable or beyond our control.
- Buyer agrees to promptly file claim for all goods damaged in transit.
- There will be a 15% restocking charge on merchandise ordered but not accepted. Delivery, Set-Up and Freight charges will not be refunded.
- A Preventative Maintenance Agreement is available for all equipment.
- Equipment lease is available with approved credit.
- All unit prices are F.O.B. manufacturer.
- Products purchased without commercial warranties that are placed in non-residential settings void manufacturer's warranty. All repair costs are customers responsibility.

Acceptance of Proposal:

These prices, specifications and conditions are satisfactory and are hereby accepted.
 I am authorized to order the listed equipment with full understanding
 of the payment terms.

Authorized Signature: _____

Print Name: _____

P.O. Number: _____

Date of Acceptance: _____

....Isn't it time you
got your 2nd Wind?