

**RESOLUTION
CITY OF SAINT PAUL, MINNESOTA**

Presented by _____

-
-
- 1 WHEREAS, the City of Saint Paul, Police Department (SPPD) has entered into the Joint Powers
2 Agreement with Ramsey County for the Violent Crime Enforcement Team (02-17064-I); and
3
4 WHEREAS, this agreement allows for SPPD participation and reimbursement of allowed expenses and
5 as authorized (RES PH 14-79); and
6
7 WHEREAS, Ramsey County is entering into a grant amendment with the State of Minnesota to extend
8 the grant and increase the grant amount and would like to extend this amendment to SPPD; and
9
10 THEREFORE BE IT RESOLVED, the Saint Paul City Council approves accepting the extension and
11 additional funds and Chief Thomas E. Smith to implement these changes under the Joint Powers
12 Agreement.

Requested by Department of: **POLICE**



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



Minnesota Department of Public Safety ("State") Commissioner of Public Safety Office of Justice Programs 445 Minnesota Street , Suite 2300 St. Paul, MN 55101-2139	Grant Program: Violent Crime Enforcement Teams 2015 Grant Agreement No.: A-VCET-2015-RAMSEYSD-00033 Grant Amendment No.: 1
Grantee: Ramsey County Sheriff's Department 425 Grove Street St Paul, Minnesota 55101	Grant Agreement Term: Effective Date: 1/1/2015 Expiration Date: 12/31/2015 <u>12/31/2016</u>
Grant Matching Requirement: Original Agreement Amount \$0.00 Previous Amendment(s) Total \$0.00 Current Amendment Amount \$0.00 Total Agreement Amount \$0.00	Grantee Agreement Amount: Original Agreement Amount \$480,755.00 Previous Amendment(s) Total \$0.00 Current Amendment Amount <u>\$480,755.00</u> Total Agreement Amount <u>\$961,510.00</u>

In this Amendment deleted agreement terms will be struck out and added agreement terms will be underlined.

Revision 1. Special Conditions, page 3 of the Original Grant Agreement is amended as follows:

1. Time limitations on funding use:

\$351,011.48 is available from January 1, 2015 through ~~December 31, 2015~~ June 30, 2016.

~~\$129,743.52~~ \$450,743.52 is available from July 1, 2015 through ~~December 31, 2015~~ December 31, 2016.

\$159,755.00 is available from July 1, 2016 through December 31, 2016.

Revision 2. Exhibit A of the Original Grant is replaced by Revised Exhibit A which is attached and incorporated into this Grant Agreement. Any references to Exhibit A now refer to Revised Exhibit A.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

$$\text{SPPD } 2015 = \$ 124,920$$

$$\text{SPPD } 2016 = \$ 124,920$$



The Original Grant Agreement and all previous amendments are incorporated into this amendment by reference.

1. ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

Grant Agreement No. A-VCET-2015-RAMSEYSD-00033/3-30692

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Distribution: DPS/FAS
Grantee
State's Authorized Representative

Budget Summary

Violent Crime Enforcement Teams: Ramsey County VCET	Award		
Budget Category	Award		
Personnel			
Personnel Costs for Civilian Staff	\$139,510.00		
Personnel Costs for Investigators	\$320,000.00		
Total	\$459,510.00		
Fringe and Benefits			
Fringe & Benefits	\$59,000.00		
Total	\$59,000.00		
Office Expenses			
Office Expenses	\$10,800.00		
Total	\$10,800.00		
Program Expenses			
Program Expenses	\$50,160.00		
Total	\$50,160.00		
Other Expenses			
Insurance Premium	\$50,000.00		
Total	\$50,000.00		
Contract Services			
Contract Services	\$137,200.00		
Total	\$137,200.00		
Training			
Training	\$17,000.00		
Total	\$17,000.00		
Travel			
Travel/Vehicle Costs	\$71,840.00		
Total	\$71,840.00		
Confidential Funds			
Confidential Funds	\$106,000.00		
Total	\$106,000.00		
Total	\$961,510.00		

ORIGINAL



Grant Agreement

Page 1 of 3

Minnesota Department of Public Safety ("State") Commissioner of Public Safety Office of Justice Programs 445 Minnesota Street, Suite 2300 St. Paul, MN 55101-2139	Grant Program: Violent Crime Enforcement Teams 2015 Grant Agreement No.: A-VCET-2015-RAMSEYSD-00033
Grantee: Ramsey County Sheriff's Department 425 Grove Street St Paul, Minnesota 55101	Grant Agreement Term: Effective Date: 1/1/2015 Expiration Date: 12/31/2015
Grantee's Authorized Representative: Julie Kleinschmidt, County Manager Ramsey County Sheriff's Department 50 West Kellogg Boulevard St Paul, Minnesota 55101 (651) 266-8000	Grant Agreement Amount: Original Agreement \$480,755.00 Matching Requirement \$0.00
State's Authorized Representative: Kristin Lail, Grants Specialist Coordinator Office of Justice Programs Bremer Tower, Suite 2300 445 Minnesota Street St Paul, Minnesota 55101 (651) 201-7322	Federal Funding: None State Funding: Minnesota Laws of 2013, Chapter 86, Article 1, Section 12 Special Conditions: Attached and incorporated into this grant agreement. See page 3.

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant agreement.

Term: Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, subd. 7, whichever is later. Once this grant agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a State employee will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved Violent Crime Enforcement Teams 2015 Application ("Application") which is incorporated by reference into this grant agreement and on file with the State at 445 Minnesota Street, Suite 2300, St. Paul, Minnesota 55101-2139. The Grantee shall also comply with all requirements referenced in the Violent Crime Enforcement Teams 2015 Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<http://app.dps.mn.gov/Egrants>), which are incorporated by reference into this grant agreement.

Budget Revisions: The breakdown of costs of the Grantee's Budget is contained in Exhibit A, which is attached and incorporated into this grant agreement. As stated in the Grantee's Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

Matching Requirements: (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the matching requirement will be met by the Grantee.



Payment: As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION

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

Signed: Gale Kotde
Date: 12/29/14

3. STATE AGENCY

By: [Signature]
(with delegated authority)
Title: Asst Director
Date: 12/29/14

Grant Agreement No. A-VCET-2015-RAMSEYSD-00033/3-30692

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: Kathleen A. Kapanen
Title: County Manager
Date: 11/24/14

By: [Signature]
Title: Sheriff
Date: 11/14/14

Distribution: DPS/FAS
Grantee
States' Authorized Representative

Approved as to form and insurance:

[Signature]
Assistant County Attorney



Special Conditions

1. Time limitations on funding use:

\$351,011.48 is available from January 1, 2015 through December 31, 2015.

\$129,743.52 is available from July 1, 2015 through December 31, 2015.

**JOINT POWERS AGREEMENT OF THE RAMSEY COUNTY VIOLENT CRIME
ENFORCEMENT TEAM**

This is an agreement between Ramsey County, a political subdivision of the State of Minnesota, and the City of Maplewood, the City of New Brighton, the City of Roseville, the City of St. Paul, and the City of White Bear Lake, Minnesota municipalities (hereinafter collectively referred to as "the Parties"), pursuant to the provisions of Minnesota Statutes §471.59, the Joint Powers Act ("Agreement").

WHEREAS, The Parties each have law enforcement agencies with police powers within their respective jurisdictions: Ramsey County has the Ramsey County Sheriff's Office, the City of Maplewood has the Maplewood Police Department, the City of New Brighton has the New Brighton Police Department, the City of Roseville has the Roseville Police Department, the City of St. Paul has the St. Paul Police Department and the City of White Bear Lake has the City of White Bear Lake Police Department (hereinafter collectively referred to as "the Agencies"); and

WHEREAS, The Agencies are responsible for the enforcement of controlled substance laws in their respective jurisdictions; and

WHEREAS, On February 7, 2005, Ramsey County, through the Ramsey County Sheriff's Office, and the City of St. Paul, through the St. Paul Police Department, executed a Joint Powers Agreement ("JPA") creating the East Metro Narcotics Task Force for a term of one year, with an automatic renewal clause; and

WHEREAS, On January 31, 2007, the JPA was amended to add the Cities of Maplewood, Roseville, and White Bear Lake as members of the Task Force; and

WHEREAS, On June 1, 2010, a Second Amendment to the Agreement was executed to change the name of the East Metro Narcotics Task Force to be the Ramsey County Violent Crimes Enforcement Team ("RCVCET") and to add the Cities of Lino Lakes and North St. Paul as members; and

WHEREAS, Since the execution of the Second Amendment, the Cities of Lino Lakes and North St. Paul have withdrawn from the RCVCET; and

WHEREAS, The RCVCET was formed for the purpose of enforcing controlled substance laws and investigating and prosecuting gang and violent crimes, especially felonies that have the likelihood of being related to the distribution of narcotics and/or other cases that have an impact on all Parties; and

WHEREAS, It is the intent of the Parties that this Agreement shall constitute an amendment to the JPA, as previously amended, effective upon final execution by all Parties;

THEREFORE, The Parties agree as follows:

1. General Purpose

The purpose of this Agreement is to formally create and establish the Ramsey County Violent Crime Enforcement Team (hereinafter "RCVCET") as an organization to coordinate efforts to investigate, apprehend, and prosecute drug offenders, violent offenders, gang members and career criminals and to define the rights and obligations of the Parties with respect to the duties and activities performed by the RCVCET throughout the term of the Agreement. The RCVCET is a separate and distinct public entity to which the Parties have transferred all responsibility and control for actions taken pursuant to this Agreement.

2. Members

The RCVCET is hereby established by the Parties. The RCVCET members are Ramsey County, the City of Maplewood, the City of New Brighton, the City of Roseville, the City of St. Paul, and the City of White Bear Lake.

3. Good Faith

The Parties and the Agencies shall cooperate and use their best efforts to ensure that the various provisions of this Agreement are fulfilled, and to undertake resolution of disputes, if any, in good faith and in an equitable and timely manner.

4. Term of Agreement/Termination

4.1 The initial term of this Agreement shall be for a one-year period, from January 1, 2013, through December 31, 2013 ("Initial Term").

4.2 This Agreement shall automatically renew for additional one year periods ("Renewal Term") up to a maximum of four Renewal Terms, unless all Parties give written notice to the other Parties of their intent not to renew at least sixty (60) days prior to the end of the Initial Term or the then-current Renewal Term.

4.3 A Party may withdraw from this Agreement at any time with a 30 days written notice to the other Parties. Withdrawal shall not excuse a Party from obligations incurred prior to the effective date of withdrawal. This Agreement shall automatically terminate when all but one Party has withdrawn.

4.4 Upon expiration, dissolution, or other termination of this Agreement,

4.4.1 any outstanding financial obligations of the RCVCET, excluding obligations for payment of claims as set forth in Section 7 of this Agreement, will be paid out of remaining RCVCET Funds and/or the proceeds of the sale of RCVCET-owned property. If such funds or proceeds are inadequate to meet all of such outstanding financial obligations, the shortage will be subject to payment by the individual Parties to this Agreement as follows: 50% will be paid by the Ramsey County Sheriff and the remaining 50% will be paid by the police departments of the Cities, each in a sum that is a percentage of the total obligation that is equal to the percentage the city's population bears to the

population of all of the Cities combined, upon receipt of a notice from the Fiscal Agent (See Section 9.2);

4.4.2 if, after payment of all outstanding financial obligations pursuant to section 4.4.1, there remain any RCV CET funds or property owned by the RCV CET, all RCV CET funds, property owned by the RCV CET, or the proceeds of a sale of RCV CET property shall be distributed to the Agencies that are members of the RCV CET at the time of the expiration, dissolution, or termination and who have been members of the RCV CET for a minimum of 12 consecutive months prior to the expiration, dissolution, or termination, using the formula set forth in section 4.4.1 for payment of outstanding financial obligations; and

4.4.3 property of the Agencies or the Parties that had been loaned for use by the RCV CET shall be returned to the loaning Agency or Party.

5. State Assistance for Narcotics Control

Ramsey County, acting on behalf of RCV CET, the Parties to this Agreement, and/or the Agencies, in relation to this Agreement, shall be the grant applicant for funding from the Minnesota Office of Justice Programs ("OJP"), Department of Public Safety ("DPS") for multi-jurisdictional narcotics task forces and violent crime teams, and all other sources for this Agreement. The Parties agree to seek and maintain certification pursuant to the provisions of Minn. Stat. §299A.642, subd.4.

6. RCV CET Board

6.1 The governing body of the RCV CET shall be a Board of Directors ("RCV CET Board"), to be made up of the chief law enforcement officer or designee from each of the Agencies; one representative from the RCAO; and up to three additional members selected by the governing body. All Directors shall serve at the pleasure of their appointing authorities. The RCV CET Board shall select an Executive Director on an annual basis, who shall conduct business meetings, document meeting minutes, and maintain frequent communication with members of the RCV CET Board and the Commander.

6.2 Directors shall not be deemed employees of the RCV CET and shall receive no compensation from the RCV CET for serving as directors.

6.3 The RCV CET Board has final administration and policy decision-making authority for the RCV CET, including development of a strategic enforcement plan. Decisions shall be made by a majority of the RCV CET Board.

6.4 The RCV CET Board shall meet quarterly to evaluate the progress of the RCV CET. The RCV CET Board shall maintain financial and other records of RCV CET activities. A special meeting may be called by any Director, or by the RCV CET Commander.

- 6.5 The RCV CET Board, through the Fiscal Agent, may apply for grants, approve contracts, including agreements for the rental of real property, incur expenses and make expenditures necessary and incidental to the effectuation of the purpose for which the RCV CET is organized as described in Section 1 of this Agreement and consistent with the powers of the RCV CET Board.
- 6.6 The RCV CET Board will develop and approve RCV CET priorities, a RCV CET budget, and RCV CET operational policies and procedures.
- 6.7 The RCV CET Board shall cooperate with other federal, state, and local law enforcement agencies when appropriate and necessary to accomplish the purpose for which the RCV CET is organized.
- 6.8 The RCV CET Board, through the Fiscal Agent, shall make the RCV CET books, reports, and records open to inspection by the Agencies at all reasonable times.
- 6.9 The RCV CET Board has sole authority to incur obligations and approve contracts and take final action on behalf of the RCV CET.
- 6.10 The RCV CET Board may not incur obligations or approve contracts that extend beyond the Initial Term or any Renewal Term of this Agreement or which will require the expenditure of funds in excess of RCV CET Funds available.
- 6.11 The RCV CET Board shall make a quarterly statistical report and a financial report to the Parties on all activities conducted by the RCV CET.
- 6.12 The RCV CET Board shall arrange an audit annually of all of the RCV CET's financial accounts, the cost of which will be paid out of state funds.

7. Insurance and Indemnification

- 7.1 The RCV CET shall purchase a policy of municipal liability insurance, and may purchase such other insurance as it deems appropriate and necessary, covering the acts and omissions of the RCV CET, its Board of Directors and its employees, and the Parties to this Agreement and their employees, officials, and agents, in an amount not less than the statutory maximum set forth in Minn. Stat. §466.04. The cost of the municipal liability insurance policy shall be paid from the RCV CET Funds. The cost of any other insurance shall be paid in a manner to be determined by the RCV CET Board
- 7.2 The RCV CET shall defend, indemnify and hold harmless the Parties, their officers, employees, and volunteers, from and against any and all claims, damages, losses, suits, judgments, costs, and expenses, including attorney's fees, arising out of or related to the acts or omissions of any person acting on behalf of the RCV CET Board in carrying out the terms of this Agreement.
- 7.3 For liability not covered by insurance, the Parties and the RCV CET agree to share the costs of such liability, including the costs of defense, using the formula

described in 4.4 for allocation of payment for outstanding obligations and distribution of assets on termination of this Agreement.

- 7.4 Nothing herein, including the purchase by the RCV CET of excess liability coverage for federal law claims, shall constitute a waiver of the limits of liability, exceptions, defenses, or immunities under Minnesota State statutes.
- 7.5 To the fullest extent permitted by law, actions by the Parties to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Parties that they shall be deemed a "single governmental unit" for the purposes of liability, as set forth in Minn. Stat. §471.59, subd. 1a (a), provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility or liability for the acts or omissions of another Party, its officials, employees, and volunteers.

8. RCVCET Operations

- 8.1 The RCV CET shall operate in compliance with the Multijurisdictional Task Force Operating Procedures and Guidelines Manual adopted by the Violent Crime Coordinating Council on June 12, 2013, as may be amended from time to time, all of which are incorporated herein and made part of this Agreement by reference.
- 8.2 Ramsey County shall serve as the Coordinating Agency. Daily operation and responsibility for carrying out the purpose of the RCV CET shall be under the direction of the RCV CET Commander, selected by the RCV CET Board.
- 8.3 The RCV CET Commander will plan and coordinate case activities and direct investigative activities based on intelligence provided by the Agencies, with priorities as determined by the RCV CET Board.
- 8.4 The RCV CET Board shall operate in compliance with all reporting requirements of a grant recipient.

9. Finances

- 9.1 RCV CET operations will be financed from the RCV CET Byrne grant funding, subject to the Terms and Conditions and Grant Program Guidelines, incorporated herein by reference; and may be additionally funded by supplemental funding from participating Agencies and/or from RCV CET drug forfeiture funds; and by any other grant funds obtained by the RCV CET ("RCVCET Funds").
- 9.2 Ramsey County shall serve as the Fiscal Agent for the RCV CET. Ramsey County shall not receive compensation from RCV CET Funds for its services.
- 9.3 Ramsey County, as Fiscal Agent, is authorized to receive all RCV CET Funds for deposit and make disbursements therefrom in accordance with generally accepted accounting practices and procedures, the current Office of Justice Program's Grant Manual, Governmental Accounting Standards, the Ramsey County Finance

Office Policies and Procedures for Fiscal Agents, and federal and state requirements. In conjunction therewith, the Ramsey County Sheriff's Office Accounting Division shall maintain current and accurate records of all obligations and expenditures of RCV CET Funds during the Initial Term and any Renewals and for six years after the termination of this Agreement in accordance with state law.

9.3.1 All RCV CET Funds handled by the Fiscal Agent shall be deposited into a separate RCV CET account at the County's depository bank.

9.3.2 Interest accrued on the RCV CET Funds shall be deposited in the RCV CET Funds account.

9.4 RCV CET Funds may be expended only as directed by the RCV CET Board and in accordance with this Agreement. In no event shall there be an expenditure of RCV CET Funds except per the approved RCV CET budget.

9.5 As Fiscal Agent, the Ramsey County Sheriff's Office shall be responsible for daily monitoring and maintenance of RCV CET financial matters and shall make and submit to the RCV CET Board a quarterly report of the budget status of the RCV CET Funds.

9.6 Any issues raised by a Member regarding the activities of the Fiscal Agent shall first be brought to the attention of the RCV CET Commander. If the matter is not resolved to the satisfaction of the Member, the Commander shall present the issue to the RCV CET Board for resolution. Any issues raised by the Fiscal Agent shall first be brought to the attention of the RCV CET Commander. If the matter is not resolved to the satisfaction of the Fiscal Agent, the Commander shall present the issue to the RCV CET Board for resolution.

9.7 As Fiscal Agent, Ramsey County is not responsible for providing services outside of the scope of services described in this Agreement. The County is not liable for management decisions made by the RCV CET. The County is not responsible for cash shortfalls due to funding shortfalls of the RCV CET.

10. RCV CET Personnel

10.1 The Agencies shall assign licensed peace officers and/or civilian personnel to the RCV CET as needed to carry out its purpose and to perform their responsibilities under this Agreement.

10.2 All personnel assigned to the RCV CET ("RCV CET Personnel") shall remain employees of the Party whose Agency assigned the personnel and shall not be considered temporary or permanent employees of any of the other Parties or Agencies or the RCV CET for any purpose whatsoever or be entitled to tenure rights or any rights or benefits by way of workers compensation, re-employment insurance, medical and hospital care, sick and vacation leave, severance pay, PERA or any other right or benefit of another of the Parties. The Parties

acknowledge their individual responsibility to provide all salary compensation and fringe benefits to their employees while performing services on behalf of the RCV CET. Benefits may include, but are not limited to, health care, disability insurance, life insurance, re-employment insurance, FICA, Medicare, PERA, vacation, sick leave, and unpaid leave of absence.

- 10.3 All RCV CET Personnel shall be required to comply with the Violent Crime Coordinating Council's Multijurisdictional Task Force Operating Procedures and Guidelines Manual and more restrictive rules of conduct and operating procedures prescribed by the RCV CET Commander, which shall be developed in consultation with the heads of the Agencies and in recognition of the rules of their respective Agencies, and adopted by the RCV CET Board. The RCV CET Commander, or his/her designee, shall refer disciplinary matters involving RCV CET Personnel to the person's originating Agency for investigation and disposition unless, based on the judgment of the RCV CET Commander, or his/her designee, a particular matter represents probable cause for the issuance of a criminal complaint, in which case the matter shall be referred directly to an external law enforcement agency for investigation, provided the person's Agency head is notified in advance thereof.
- 10.4 As assigned by the RCV CET Commander, RCV CET Personnel will be responsible for drug, gang and violent crime investigation, including information management, case development, and presenting cases for charging to the appropriate prosecuting authority. RCV CET Personnel may also assist other law enforcement agencies in surveillance and undercover operations. RCV CET Personnel will work cooperatively with assisting agencies. RCV CET Personnel who are peace officers and who take action in the jurisdiction of another jurisdiction are authorized to exercise the powers of a peace officer in the other jurisdiction for purposes of the RCV CET activities.
11. Advisor
The Ramsey County Attorney shall designate an Assistant Ramsey County Attorney to provide civil legal advice to the RCV CET Board as, and if, required.
12. Location
RCV CET activities shall take place out of a central location to be agreed to by the Agencies.
13. Forfeiture, Seizures and Fines
Proceeds received by the Agencies pursuant to Minnesota statutes on forfeitures from RCV CET case forfeitures shall be turned over to the Fiscal Agent to be used to support the efforts of the RCV CET according to the RCV CET Grant requirements. The use and disbursement of these proceeds must be approved by the RCV CET Board.

14. New Members

A governmental unit may become an additional member of the RCV CET upon approval by the RCV CET Board. Any governmental unit that applies to become a member must agree to assign at least one officer to the RCV CET. A governmental unit that becomes a new member shall be included in the term "Parties" as used in this JPA, its law enforcement agency shall be included in the term "Agencies" as used in this JPA, and the member and its agency shall be subject to all of the provisions of this JPA. Such governmental unit will become a member effective upon filing with the Fiscal Agent a certified resolution of the governmental unit's governing body approving and authorizing execution of this Agreement and an executed counterpart copy of this Agreement. Upon receipt of such resolution and executed copy, the Fiscal Agent will prepare a conformed copy showing execution by existing Parties and the new member and forward a copy to all Parties.

15. Counterparts


This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document. All executed counterparts of this Agreement shall be forwarded to the Fiscal Agent. Upon receipt of executed counterparts from all parties, the Fiscal Agent will prepare one conformed copy of this Agreement and provide a copy to each Party.


16. The Parties to this Agreement are subject to the provisions of Minn. Stat. §299A.642.

17. This Agreement shall amend the JPA signed on February 7, 2005, as amended on January 31, 2007, and June 1, 2010, effective upon final execution by all Parties ("Effective Date").

IN WITNESS THEREOF, the undersigned Parties, by action of their governing bodies, have caused this Agreement to be executed in accordance with the authority of Minnesota Statutes §471.59.

RAMSEY COUNTY


Rafael Ortega, Chair
Ramsey County Board of Commissioners


Bonnie Jackelen, Chief Clerk
Ramsey County Board of Commissioners

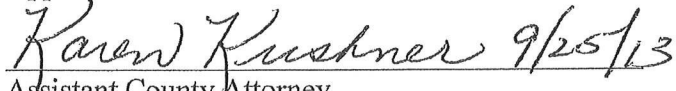
Date: 10/01/2013

2013-271

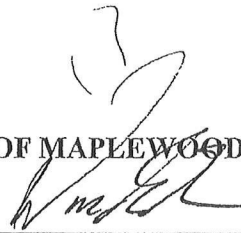
Approval recommended:


Matt Bostrom, Ramsey County Sheriff

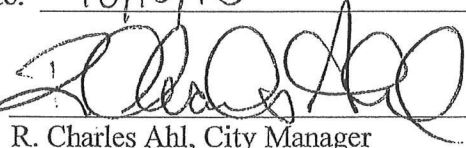
Approved as to form and insurance:


Karen Kustner 9/25/13
Assistant County Attorney

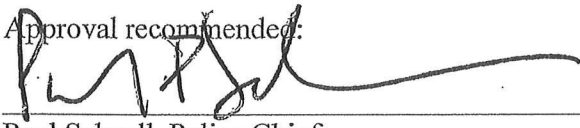
CITY OF MAPLEWOOD

By: 
Will Rossbach, Mayor

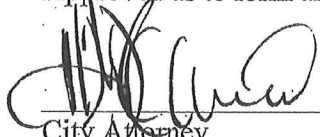
Date: 10/15/13


By: 
R. Charles Ahl, City Manager

Date: 10/15/13

Approval recommended:

Paul Schnell, Police Chief
Maplewood Police Department

Approved as to form and legality:


City Attorney


Financial Services Director

CITY OF WHITE BEAR LAKE

By: Jo Emerson
Jo Emerson, Mayor

Date: 6/14/13

Approval recommended:

Mark Sather
~~Lynn T. Bankes, Police Chief~~ MARK SATHER, City Manager
White Bear Lake Police Department

Approved as to form and legality:

Roger Kevan
City Attorney

Donald Rainbow
Financial Services Director

CITY OF ROSEVILLE


By: 
Dan Roe, Mayor

Date: 10-21-13

By: 
Patrick J. Trudgeon, Interim City Manager

Date: 10-22-13

Approval recommended:

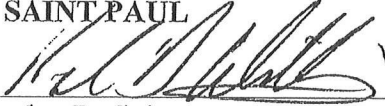

Rick Mathwig, Police Chief
Roseville Police Department

Approved as to form and legality:


City Attorney


Financial Services Director

CITY OF SAINT PAUL

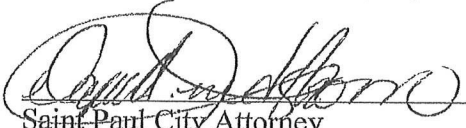
By: 
Christopher B. Coleman, Mayor

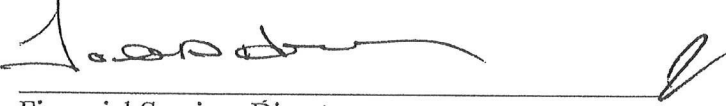
Date: 11/27/13

Approval recommended:



Thomas E. Smith, Police Chief
Saint Paul Police Department

Approved as to form and legality:

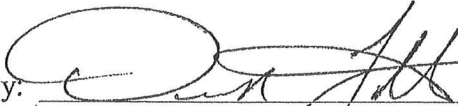

Saint Paul City Attorney


Financial Services Director

CITY OF NEW BRIGHTON


By: 
Dave Jacobsen, Mayor

Date: _____

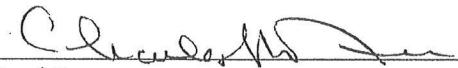
By: 
Dean R. Lotter, City Manager


Date: 10/08/13

Approval recommended:


Bob Jacobsen, Director
New Brighton Police Department

Approved as to form and legality:


City Attorney


Financial Services Director