

**Agreement**  
**Between the City of Saint Paul and City of White Bear Lake**

THIS AGREEMENT, made and entered into this 10 day of March, 2020, is by and between the City of Saint Paul, Minnesota, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as “**City**” and City of White Bear Lake, a political subdivision of the State of Minnesota, hereinafter referred to as “**Provider.**”

The City and Provider, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, agree as follows:

**SECTION 1: Scope of Services.**

A. Provider agrees to provide services or perform activities as related to its individual entity as described in the attached state grant award (Attachment A) and agrees to comply with all special conditions, financial reporting, and other requirements as detailed in Attachment A.

**SECTION 2: Time for Completion.**

A. The services described in Section 1 shall be commenced on February 15, 2021 and will be completed in accordance with the schedule mutually agreed upon with the City through September 30, 2021.

B. Provider shall not proceed with any task outside of the grant award without specific authorization from the Project Manager designated by the City.

C. There will be no extension of this contract beyond the date outlined above.

**SECTION 3: Billings, Payment and Reporting.**

A. For the Provider’s faithful performance of this Agreement, the City hereby agrees to compensate the Provider in the amounts and according to the provisions of Attachment A. Total payments to the Provider shall not exceed \$7,030.

B. The above amounts shall fully compensate the Provider for all costs. No claim for services and/or costs provided by the Provider, not specifically provided for in this Agreement will be honored by the City.

C. The Provider shall submit an itemized invoice as well as detailed backup documents to the City on a quarterly basis. The Provider will be provided with the deadline for submitting the detailed backup after the grant reporting deadlines have been finalized. The Provider shall submit the detailed backup within the budget categories as detailed on Attachment B. Upon receipt of the invoice and verification of the charges by the Project Manager, payment shall be made by the City to Provider within thirty (30) days of the City receiving payment or reimbursement from the State of Minnesota for services provided under this Agreement.

D. Provider shall submit programmatic reporting as requested by the fiscal agent, City of Saint Paul, on a quarterly basis. No payments shall be made to Provider without programmatic reports completed by the due date.

E. In the event the Provider fails to comply with any terms or conditions of the Agreement or grant award (see Attachment A) or to provide in any manner the work or services as agreed to herein, the City reserves the right to withhold any payment until the City is satisfied that corrective action has been taken or completed. This option is in addition to and not in lieu of the City's right to termination as provided in other sections of this Agreement.

**SECTION 4: Project Management.**

A. The City requires the Provider to assign specific individuals as principal project members and to assure that the major work and coordination will remain the responsibility of this individual during the term of the Agreement. Removal of any principal project member without replacement by equally qualified individual or without the prior written approval of the City is grounds for termination of the Agreement by the City. Provider's principal project member is:

Captain Phil Henry  
White Bear Lake Police Department  
4701 Highway 61  
White Bear Lake, MN 55110

B. The Provider has designated Kerri Kindsvater, Finance Director, as the Project Manager for this Agreement, and the individual to whom all communications pertaining to the Agreement shall be released. The Project Manager shall have the authority to transmit instructions, receive information, authorize amendments or changes to the Agreement, and interpret and define the Provider's policies and decisions pertinent to the work covered by this Agreement.

**SECTION 5: City Responsibilities.**

A. City agrees to provide the Provider with access to any information from City documents, staff, and other sources needed by the Provider to complete the work described herein.

**SECTION 6: Work Products, Records, Dissemination of Information.**

A. For purposes of this Agreement, the following words and phrases shall have the meanings set forth in this section, except where the context clearly indicates that a different meaning is intended.

*"Work product"* shall mean any report, recommendation, paper, presentation, drawing, demonstration, or other materials, whether in written, electronic, or other format that results from the Provider's services under this Agreement.

*"Supporting documentation"* shall mean any surveys, questionnaires, notes, research, papers, analyses, whether in written, electronic, or in other form, belonging to the Provider and pertaining to work performed under this Agreement.

*“Business records”* shall mean any books, documents, papers, account records and other evidences, whether written, electronic, or in other form, belonging to the Provider and pertaining to work performed under this Agreement.

B. All deliverable work products and supporting documentation that result from the Provider’s services under this Agreement shall be delivered to the City and shall become the property of the City after final payment is made to the Provider with no right, title, or interest in said work products or supporting documentation vesting in the Provider.

C. Unless otherwise required under State or Federal data privacy law, the Provider agrees not to release, transmit, or otherwise disseminate information associated with or generated as a result of the work performed under this Agreement without prior knowledge and written consent of the City.

D. In the event of termination, all documents finished or unfinished, and supporting documentation prepared by the Provider under this Agreement, shall be delivered to the City by the Provider by the termination date and there shall be no further obligation of the City to the Provider except for payment of amounts due and owing for work performed and expenses incurred to the date and time of termination.

E. The Provider agrees to maintain all business records in such a manner as will readily conform to the terms of this Agreement to make such materials available at its office at all reasonable times during this Agreement period and for six (6) years from the date of the final payment under the contract for audit or inspection by the City, the Auditor of the State of Minnesota, or other duly authorized representative.

F. The Provider agrees to abide strictly by Chapter 13, Minnesota Statutes (Minnesota Government Data Practice Act) as well as any other applicable federal, state, and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units which are now or hereafter promulgated insofar as they relate to the Provider’s performance of the provisions of this Agreement.

**SECTION 7: Equal Opportunity Employment.**

A. The Provider will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, gender, age, sexual orientation, or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, gender, age, sexual orientation, or national origin.

This provision shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising, layoff or termination; rates of pay or their forms of compensation; and selection for training, including apprenticeship.

**SECTION 8: Compliance with Applicable Law.**

The Provider agrees to comply with all federal, state, and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental

units, which are now or hereafter promulgated insofar as they relate to the Provider's performance of the provisions of this Agreement. It shall be the obligation of the Provider to apply for, pay for, and obtain all permits and/or licenses required.

**SECTION 9: Independent Contractor.**

A. It is agreed by the parties that, at all times and for all purposes within the scope of this Agreement, the relationship of the Provider to the City is that of an independent contractor and not that of employee. No statement contained in this Agreement shall be construed so as to find the Provider an employee of the City, and the Provider shall be entitled to none of the rights, privileges, or benefits of City employees.

**SECTION 10: Subcontracting.**

A. The Provider agrees not to enter into any subcontracts for any of the work contemplated under this Agreement (unless specifically outlined in the grant) without obtaining prior written approval of the City.

**SECTION 11: Hold Harmless.**

That each party will responsible for their own acts or omissions for their employees, agents and officials. Nothing in this agreement shall constitute a waiver by either party of any statutory or common law defenses, immunities, or limits or exceptions on liability.

**SECTION 12: Assignment.**

A. The City and the Provider each binds itself and its successors, legal representatives, and assigns of such other party, with respect to all covenants of this Agreement; and neither the City nor the Provider will assign or transfer their interest in this Agreement without the written consent of the other.

**SECTION 13: Termination.**

A. This Agreement will continue in full force and effect until completion of the Provider's services as described herein unless either party terminates it at an earlier date. Either party to this Agreement may terminate it by giving no less than thirty (30) days written notice of the intent to terminate to the other party.

B. With Cause. The City reserves the right to suspend or terminate this Agreement if the Provider violates any of the terms or conditions of this Agreement or does not fulfill, in a timely and proper manner, its obligations under this Agreement as determined by the City. In the event that the City exercises its right to suspend or terminate under this Section, it shall submit written notice of suspension to the Provider, specifying the reasons therefore, and the date upon which such suspension becomes effective. Within ten days of receipt of such notice, the Provider shall take all actions necessary to cure the default. If the Provider fails to cure the default within the ten-day period, the Agreement is immediately terminated. Upon termination of this Agreement, the Provider shall discontinue further commitments of funds under this Agreement.

C. In the event of termination, the City will pay the Provider for all services actually timely, and faithfully rendered up to the receipt of the notice of termination and thereafter until

the date of termination. The Provider will deliver all work products and supporting documentation developed up to the date of termination prior to the City rendering final payment for services.

**SECTION 14: Default by Provider.**

A. In the event Provider fails or neglects to comply with any term or condition of this Agreement or to provide the services stated herein, City shall have the right, after written notice, to cease payment hereunder. This remedy shall be in addition to any other remedies, including termination, available to the City in law or equity.

**SECTION 15: Amendment or Changes to Agreement.**

A. The City or the Provider may request changes that would increase, decrease, or otherwise modify the Scope of Services.

B. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when reduced to writing and duly signed by the parties.

C. Modifications or additional schedules shall not be construed to adversely affect vested rights or causes of action which have accrued prior to the effective date of such amendment, modification, or supplement. The term “this Agreement” as used herein shall be deemed to include any future amendments, modifications, and additional schedules made in accordance herewith.

**SECTION 16: Notices.**

A. Except as otherwise stated in this Agreement, any notice or demand to be given under this Agreement shall be delivered by email to the designated project manager if the receipt of the message is confirmed, in person, or deposited in United States Mail. Any notices or other communications shall be addressed as follows:

To Provider:  
Kerri Kindsvater, Finance Director  
City of White Bear Lake  
4701 Highway 61  
White Bear Lake, MN 55110

To City:  
Michele Bunce, Accountant  
Saint Paul Police Department  
367 Grove Street  
Saint Paul, MN 55101

**SECTION 17: Waiver.**

A. 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 of this Agreement’s provision.

**SECTION 18: Survival of Obligations.**

A. The respective obligations of the City and the Provider under these terms and conditions, which by their nature would continue beyond the termination, cancellation, or expiration hereof, shall survive termination, cancellation or expiration hereof.

B. If a court or governmental agency with proper jurisdiction determines that this Agreement, or a provision herein is unlawful, this Agreement or that provision, shall terminate. If a provision is so terminated but the parties legally, commercially, and practicably can continue this Agreement without the terminated provision, the remainder of this Agreement shall continue in effect.

**SECTION 19: Interpretation of Agreement, Venue.**

A. This Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation related to this Agreement shall be venued in the District Court of the City of Ramsey, Second Judicial District, State of Minnesota.

**SECTION 20: Force Majeure.**

A. Neither the City nor the Provider shall be held responsible for performance if its performance is 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 military emergencies, or acts of legislative, judicial, executive, or administrative authorities.

**SECTION 21: Entire Agreement.**

It is understood and agreed that the entire Agreement supersede all oral agreements and negotiations between the parties relating to the subject matters herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and year first above written.

**For the City:**

**For City of White Bear Lake:**

*Approved as to form:*

By: \_\_\_\_\_  
Judy Hanson  
Assistant City Attorney

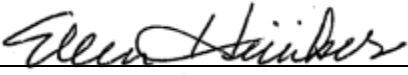
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Robert L. Thomasser  
Assistant Chief of Police

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

By: \_\_\_\_\_  
John McCarthy  
Director of Financial Services

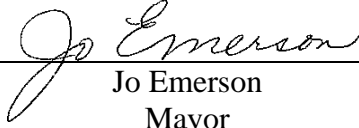
Date: \_\_\_\_\_

By:   
Ellen Hiniker  
City Manager

Date: March 10, 2021

By: \_\_\_\_\_  
Melvin Carter  
Mayor

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

By:   
Jo Emerson  
Mayor

Date: March 10, 2021



<b>Minnesota Department of Public Safety (“State”)</b> Office of Traffic Safety 445 Minnesota St. Suite 1620 St. Paul, Minn. 55101-2190	<b>Grant Program:</b> 2021 Speed and Aggressive Driving Enforcement  <b>Grant Contract Agreement No.:</b> A-SPEED21-2021-SPPD-004
<b>Grantee:</b> St. Paul Police Department 367 Grove Street St. Paul, Minn. 55101-2416	<b>Grant Contract Agreement Term:</b> <b>Effective Date:</b> Feb. 15, 2021 <b>Expiration Date:</b> Sept. 30, 2021
<b>Grantee’s Authorized Representative:</b> Sr. Commander Jeremy Ellison St. Paul Police Department 367 Grove Street St. Paul, Minn. 55101-2416 Phone: (651) 368-4561 Email: jeremy.ellison@ci.stpaul.mn.us	<b>Grant Contract Agreement Amount:</b> Original Agreement \$ 38,800.00 Matching Requirement \$ 7,400.00
<b>State’s Authorized Representative:</b> Shannon Grabow Office of Traffic Safety 445 Minnesota Street, Suite 1620 St. Paul, Minn. 55101-2190 Phone: (651) 201-7064 Email: shannon.grabow@state.mn.us	Federal Funding: CFDA #20.600 FAIN: 69A37518300004020MN0 State Funding: None Special Conditions: None

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

**Term:** The creation and validity of this grant contract agreement conforms with Minn. Stat. § 16B.98 Subd. 5. 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 contract agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant contract agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant contract 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 2021 Speed and Aggressive Driving Enforcement Application (“Application”) which is incorporated by reference into this grant contract agreement and on file with the State at 445 Minnesota Street, Suite 1620, St. Paul, MN 55101-2190. The Grantee shall also comply with all requirements referenced in the 2021 Speed and Aggressive Driving Enforcement Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant contract 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 contract 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.*

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

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

**3. STATE AGENCY**

Signed: \_\_\_\_\_  
(with delegated authority)

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

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

Grant Contract Agreement No./ P.O. No. A-SPEED21-2021-SPPD-004/3-72016

Project No.(indicate N/A if not applicable): 21-04-01

**2. GRANTEE**

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

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

Print Name: \_\_\_\_\_

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

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

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

Print Name: \_\_\_\_\_

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

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

Distribution: DPS/FAS  
Grantee  
State’s Authorized Representative

2021 Speed Enforcement

EXHIBIT A

Organization: St Paul Police Department

A-SPEED21-2021-SPPD-004

Budget Summary

Budget			
Budget Category	State Reimbursement	Local Match	
Speed Enforcement			
Speed Enforcement	\$37,000.00	\$7,400.00	
<b>Total</b>	\$37,000.00	\$7,400.00	
Public Education/Outreach			
Public Education/Outreach	\$1,800.00	\$0.00	
<b>Total</b>	\$1,800.00	\$0.00	
Mileage Expenses (Match)			
mileage expenses	\$0.00	\$0.00	
<b>Total</b>	\$0.00	\$0.00	
Admin (Match)			
Administration	\$0.00	\$0.00	
<b>Total</b>	\$0.00	\$0.00	
<b>Total</b>	\$38,800.00	\$7,400.00	

SADG  
Speed Enforcement  
March 1 - 31, 2021

Maplewood Police	\$ -
Mounds View Police	\$ 1,850.00
New Brighton Police	\$ 2,590.00
North Saint Paul Police	\$ -
Ramsey County Sheriff	\$ 6,290.00
Roseville Police	\$ 1,110.00
Saint Anthony Police	\$ 3,700.00
Saint Paul Police	\$ 14,430.00
White Bear Lake Police	\$ 7,030.00
	<b>\$ 37,000.00</b>