

## STATE OF MINNESOTA JOINT POWERS AGREEMENT

This agreement is between the State of Minnesota, acting through its Commissioner of Natural Resources ("State") and City of City of St. Paul, St. Paul Police Department ("Governmental Unit" or "St. Paul Police Department").

### Recitals

Under Minnesota Statute § 471.59, subdivision 10, the State is empowered to engage such assistance as deemed necessary. The State is in need of training two canines and handlers for the Division of Enforcement.

### Agreement

#### 1 Term of Agreement

- 1.1 **Effective date:** *February 13, 2023*, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** *May 31, 2023*, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

#### 2 Agreement between the Parties

The State will provide one canine and handler to attend the St. Paul Police Basic Canine Handlers Course and two canines and two handlers to attend the detection/tracking training to be held February 13, 2023 to May 25, 2023 at 1900 Rice Street Roseville, MN (Saint Paul Police Kennel).

The St. Paul Police Department will accept the canines and handlers and provide the Basic and Detection Canine Handlers Course according to Exhibits A and B, which are attached and incorporated into this agreement.

#### 3 Payment

The cost is \$5,000 per canine team.

The total obligation of the State under this agreement will not exceed \$15,000.00.

#### 4 Authorized Representatives

The State's Authorized Representative is Philip Mohs, Lieutenant, 651-242-1606, [Philip.mohs@state.mn.us](mailto:Philip.mohs@state.mn.us) or his successor.

The Governmental Unit's Authorized Representative is Commander Jeremy Ellison, 651-266-5457, [Jeremy.Ellison@stpaul.gov](mailto:Jeremy.Ellison@stpaul.gov)

#### 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 **Indemnification Responsibility for Acts and Omissions, Insurance**

Pursuant to Minn. Stat. § 471.59, Subd.1a.(a) each party agrees that it will be responsible for its own acts and omissions and the acts and omissions of its employees, elected officials, and agents as they relate to this Agreement and for any liability resulting therefrom, to the extent authorized by law, and will not be responsible for the acts and omissions of the other party or their employees, elected officials, and agents, or for any liability resulting therefrom. The Minnesota Tort Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the State's liability.

Each party warrants that it is able to comply with the obligations of this Agreement through commercial insurance or a self-funding program.

Nothing in this Agreement constitutes a waiver by either Jurisdiction of any limitation of liability under Minnesota Statutes Chapter 466, or any other statutory or common law immunities, limits, or exceptions on liability. In accordance with Minnesota Statutes section 471.59, for purposes of determining total liability for damages, the parties shall be considered a single governmental unit with respect to this Agreement and the total liability for the Jurisdictions shall not exceed the limits on governmental liability for a single governmental unit as specified in Minnesota Statutes section 466.04, subdivision 1 or section 3.736, subd. 4.

## 7 **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.

## 8 **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.

## 9 **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.

## 10 **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.

**1. STATE ENCUMBRANCE VERIFICATION**

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

Signed: Kim Montgomery  
988C1E45D0B5484...  
Date: January 4, 2023

**3. STATE AGENCY**

By: \_\_\_\_\_  
(with delegated authority)  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**2. GOVERNMENTAL UNIT**

By: \_\_\_\_\_  
Title: Jack Serier, Assistant Chief of Police  
Date: \_\_\_\_\_

**4. COMMISSIONER OF ADMINISTRATION**  
As delegated to the Office of State Procurement

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

By: \_\_\_\_\_  
Title: Judy Hanson, Assistant City Attorney  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: John McCarthy, Director of Financial Services  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: Jaime Tincher, Deputy Mayor  
Date: \_\_\_\_\_

## EXHIBIT A

### St. Paul Police Basic Canine Handlers Course

#### **Objectives:**

The canine training course instructs and guides handlers in developing well trained canines for law enforcement and corrections applications. The handlers will be instructed how to train their canines using a progressive and modern model of canine training. The primary training tool used to assist in obtaining reliable obedience and overall control is an electronic training collar.

During the course canine teams are trained in an odor detection discipline which is selected by their sponsoring agency. Prior to completion of the training course the teams will be certified by a court recognized police canine certifying association in their selected odor detection discipline.

The first few weeks of training concentrate on odor detection training, search training and obedience. When a handler/canine bond, and a reasonable level of control has been established, we start to perform deployment training. When nearing the halfway point the teams start to perform frequent operational training scenarios. The canine teams will be trained to deploy as part of a search team with cover officers in close proximity.

Near the end of the course the teams will be placed into “real life” operational scenarios. The scenario training and exposures will result in canine teams having the confidence to effectively perform police canine related duties.

#### **Summarized format of instruction:**

*Weeks 1-5:*

- 1) PowerPoints and instructional videos on creating an active, confident and self-motivated working canine. Frequent instruction on understanding Classical Conditioning and Operant Conditioning. Explanations and demonstrations why these types of learning are important for police canine handlers to understand.
- 2) Imprinting of selected odors for detection training. Teaching canines and handlers searching techniques. Once a proper foundation for detection work is achieved the teams advance to scenarios. The scenarios will have odor locations unknown to the handlers, similar to what the teams may experience when working as detection canines for their agencies.
- 3) Foundational obedience and control work. Teaching a proper verbal release off a highly motivating toy reward with a reduced level of stress on the canine.
- 4) Prepare for detection certification. Teams participate in a detection certification trial.

*Weeks 6-9:*

- 1) Advancement in obedience, control and introduction to a properly developed recall.
- 2) PowerPoints and instruction on performing tactical canine searches. Train canines to search with cover teams indoors and in outdoor environments.
- 3) Tracking and building searching training.

*Weeks 10-16:*

- 1) Complete obedience and further overall control for future operational deployments. Train the recalls and verbal releases to an appropriate level of reliability.
- 2) Train and perform several “real life” deployment scenarios.
- 3) Advance tracking, building searches and evidence recovery for operational deployments.
- 4) A court case law PowerPoint and training pertaining to canine deployments. Discussions on the proper documentation of canine related actions.
- 5) Expose and teach teams they can operate in environment with various chemical irritants. Train scenarios with training simunitions to attempt to duplicate possible live fire incidents for the canine teams.
- 6) Course completion

## **EXHIBIT B**

### St. Paul Police Basic Detector Canine Handlers Course

#### **Objectives:**

The canine training course instructs and guides handlers in developing well trained canines for law enforcement and corrections applications. The handlers will be instructed how to train their canines using a progressive and modern model of canine training. The primary training tool used to assist in obtaining reliable obedience and overall control is an electronic training collar.

During the course canine teams are trained in an odor detection discipline which is selected by their sponsoring agency. Prior to completion of the training course the teams will be certified by a court recognized police canine certifying association in their selected odor detection discipline.

The first few weeks of training concentrate on odor detection training, search training and obedience. When the canine teams are ready, they will be performing detection tasks as an operational canine team would in “real” life situations.

#### **Summarized format of instruction:**

*Weeks 1-6:*

- 1) PowerPoints and instructional videos on creating an active, confident and self-motivated working canine. Frequent instruction on understanding Classical Conditioning and Operant Conditioning. Explanations and demonstrations why these types of learning are important for police canine handlers to understand.
- 2) Imprinting of selected odors for detection training. Teaching canines and handlers searching techniques. Once a proper foundation for detection work is achieved the teams advance to scenarios. The scenarios will have odor locations unknown to the handlers, similar to what the teams may

experience when working as detection canines for their agencies.

3) Foundational obedience. Teaching a proper verbal release off a highly motivating toy reward with a reduced level of stress on the canine.

4) Prepare for detection certification. Teams participate in a detection certification trial and operational training scenarios. In addition, teams will begin foundational tracking behaviors, weather and environment permitting.