

RESOLUTION CITY OF SAINT PAUL, MINNESOTA

Presented by _____

1 WHEREAS, the City of Saint Paul, Police Department, has been awarded a grant to participate in the Standardized Field
 2 Sobriety Testing (SFST) training courses; and
 3
 4 WHEREAS, the Minnesota Department of Public Safety wishes to grant this award to the City of Saint Paul Police
 5 Department in the amount of \$3,000 for the purpose of providing an instructor that will train and coordinate courses in
 6 Standardized Field Sobriety Testing (SFST), Drugs that impair Driving (DTID), DWI-SFST update, and Occupant Protection
 7 Usage and Enforcement (OPUE) to various law enforcement personnel; and
 8
 9 WHEREAS, a 2010 financing and spending plan needs to be established for these funds; and
 10
 11 WHEREAS, the Mayor pursuant to Section 10.07.1 of the Charter of the City of Saint Paul, does certify that there are
 12 available for appropriation funds of \$3,000 in excess of those estimated in the 2010 budget; and
 13

14 WHEREAS, the Mayor recommends that the following addition be made to the 2010 budget:

	Current Budget	Changes	Amended Budget
0436-Police Special Projects Fund			
FINANCING PLAN			
34254- Standardized Field Sobriety Testing (SFST)			
3699-Other Miscellaneous Grant	0	3,000	3,000
Total Changes to Financing	0	3,000	3,000
SPENDING PLAN			
34254- Standardized Field Sobriety Testing (SFST)			
0141 – Over time	0	2,408	2,408
0439 – Fringe Benefits	0	472	472
0449 – Workers Compensation	0	120	120
Total Changes to Spending	0	3,000	3,000

30 THEREFORE BE IT RESOLVED, that council accepts this grant, approves these changes to the 2010 budget and authorizes
 31 the City of Saint Paul to enter into the attached agreement.
 32

	Yeas	Nays	Absent
Bostrom			
Carter			
Harris			
Helgen			
Lantry			
Stark			
Thune			

Requested by Department of:

Police
 By: *[Signature]*
 Approved by the Office of Financial Services
 By: _____
 Approved by City Attorney
 By: _____
 Approved by Mayor for Submission to Council
 By: _____

Adopted by Council: Date _____
 Adoption Certified by Council Secretary
 By: _____
 Approved by Mayor: Date _____
 By: _____

STATE OF MINNESOTA ANNUAL PLAN AGREEMENT

This Annual Plan Agreement is for professional/technical services, interpreted pursuant to laws of the State of Minnesota, between Saint Paul Police Department, 367 Grove Street, Saint Paul, MN 55101 ("Contractor") and Department of Public Safety, State Patrol Division ("State").

Pursuant to Minnesota Statutes Section 15.061, the State is empowered to enter into professional/technical Agreements.

By written acceptance below, the Contractor agrees to perform the following work:

The contractor will provide an Instructor to provide training to various law enforcement personnel.

The instructor's duties will include:

- 1) Coordinate training courses in Standardized Field Sobriety Testing (SFST), Drugs that Impair Driving (DTID), DWI-SFST Update (Update), and Occupant Protection Usage and Enforcement (OPUE).
- 2) All participating instructors must be licensed as Peace Officers as defined by the Minnesota Peace Officers Standards and Training (POST) Board.
- 3) All participating instructors must be NHTSA recognized instructors as trained under the auspices of the office of Minnesota SFST/DRE Coordinator.
- 4) Participating instructors must be in good standing and maintain consistently positive course critiques and evaluations.
- 5) Participating instructors must adhere to the Minnesota Standard for SFST Training (addendum A).
- 6) Courses authorized for payment under this agreement will be assigned by the Minnesota SFST/DRE coordinator.
- 7) Courses sponsored by the participating instructor's home department will not be authorized for reimbursement.
- 8) Contractor will submit to the SFST/DRE Coordinator the following items within 10 days of the completion of the course:
 - An invoice for the participating instructor with date and hours worked and overtime rate of pay(including fringe)
 - Roster of attendees
 - Final written exams
 - Course critiques
 - Alcohol workshop logs (where applicable)
 - Waiver of claims (where applicable)
- 9) Contractor's who do not meet these requirements may have their agreement cancelled for cause.
- 10) Participating instructors providing services under this agreement are employees of the contractor and not employees of the State or Federal Government.

1. **Conditions of Payment** All services provided by the Contractor pursuant to this Annual Plan Agreement must be performed to the satisfaction of the State, as determined in the sole discretion of the State, and not in violation of any federal, state or local laws, ordinances, rules and regulations. The Contractor will not receive payment for work found by the State to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation. Under Minnesota Statutes Section 16C.08, subdivision 5(b), no more than 90 percent of the amount due under this Annual Plan Agreement may be paid until the final product of this Annual Plan Agreement has been reviewed by the State's agency head. The balance due will be paid when the State's agency head determines that the Contractor has satisfactorily fulfilled all the terms of this Annual Plan agreement.
2. **Cancellation** This Annual Plan Agreement may be canceled by the State or the commissioner of Administration at any time, with or without cause, upon 30 days' written notice to the Contractor. In the event of such a cancellation, the Contractor will be entitled to payment, determined on a pro rata basis, for the work or services satisfactorily performed.
3. **Amendments** Any amendments or modifications to this Annual Plan Agreement must be in writing and will not be effective until executed by the parties to this Agreement and approved by all State officials as required by law.
4. **Indemnification** In the performance of this contract by Contractor, or Contractor's agents or employees, the contractor must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the state, to the extent caused by Contractor's:
 - 1) Intentional, willful, or negligent acts or omissions; or
 - 2) Actions that give rise to strict liability; or
 - 3) Breach of contract or warranty.The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligation under this contract.
5. **State Audit** The books, records, documents, and accounting procedures and practices of the Contractor and its employees or representatives, relevant to this Agreement must be made available and subject to examination by the State, including the State, Legislative Auditor, and State Auditor, for a minimum of six years from the end of this Annual Plan Agreement.
6. **Government Data Practices Act** The Contractor must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the State in accordance with this Agreement, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the Contractor in accordance with this Agreement. The civil remedies of Minnesota Statutes Section 13.08, apply to the release of the data referred to in this Article by either the Contractor or the State. In the event the Contractor receives a request to release the data referred to in this Article, the Contractor must immediately notify the State. The State will give the Contractor instructions concerning the release of the data to the requesting party before the data is released.
7. **Data Disclosure** Under Minnesota Statute § 270C.65, subdivision 3, and other applicable law, the Contractor consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the Contractor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

8. **Jurisdiction and Venue** This Annual Plan Agreement is governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this Annual Plan Agreement, or breach thereof, will be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

The Contractor must sign its approval in the designated signature block and return the original signed Agreement to the address shown below, prior to the commencement of services.

Agreement Begin Date: October 19, 2010 Agreement End Date: June 30, 2011

The total amount that the State agrees to pay for the above services is: \$3,000.00

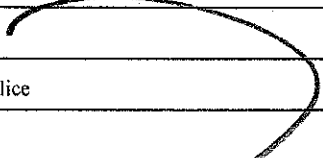
The Contractor must submit one invoice upon completion of the above services to:

Minnesota State Patrol
Attn: Don Marose
444 Cedar Street, Ste. 130
St. Paul, MN 55101-5130

1. ENCUMBRANCE VERIFICATION:

Signed: <i>Samantha Thomas</i>
Date: <i>10/7/10</i>
Annual Plan T-number: 11M07

2. CONTRACTOR:

By: 
Title: Chief of Police
Date:

By:
Title: City Attorney
Date:

By:
Title: Director of Financial Services
Date:

3. STATE AGENCY:

By (authorized signature):
Title:
Date:

Addendum A
MINNESOTA STANDARDS FOR STANDARDIZED
FIELD SOBRIETY TESTING TRAINING

12/08

1. All classes taught will *strictly* adhere to NHTSA polices as outlined in the ADMINISTRATOR'S GUIDE of the SFST instructor's manual.
2. All classes will use PowerPoint slides (or overheads) supplied by NHTSA. *No* alterations or changes will be made to the program.
3. All classes will be taught following the NHTSA supplied lesson plans and the Minnesota SFST Course Outline. *No* deviation from or alteration to the lesson plans or outline will be permitted.
4. All classes will be taught using the current edition of the NHTSA supplied SFST student manual, tests, and critiques. These supplies must be obtained from the Minnesota DRE Coordinator or their designee. Requests for supplies should be made at least two weeks prior to the class.
5. The length of instruction for Standardized Field Sobriety Testing (SFST) is 16 hours (exclusive of breaks). The course is authorized for 16 POST Board continuing education credits.
Length of instruction for Drugs That Impair Driving (DTID) - Stand Alone is 8 hours (exclusive of breaks). The course is authorized for 8 POST Board continuing education credits.
Length of instruction for DTID - Day Three is 6 hours (exclusive of breaks). The course is authorized for 6 POST Board continuing education credits.
Length of instruction for SFST/DWI Update (Update) is 4 hours (exclusive of breaks). The course is authorized for 4 POST Board continuing education credits.
Length of instruction for Occupant Protection Usage and Enforcement (OPUE) is 3 hours (exclusive of breaks). The course is authorized for 3 POST Board continuing education credits.
6. Further handouts and teaching aids relevant to Minnesota's SFST curriculum should be obtained through the Minnesota DRE Coordinator's office.
7. All classes will be taught in departmental uniform. That uniform will be clean, polished and in presentable condition.
8. Maintain classroom decorum free from harassment, profanity, and disparaging remarks.
9. SFST instructors *must* believe in the positive contribution that SFSTs have toward removing impaired drivers. Instructors should present themselves in a way that demonstrates that belief to every student in every class.
10. Insure that SFSTs are performed exactly as described. *No* deviation should be allowed during training.
11. Instructors should arrive early to class to insure that the facility will accommodate all necessary aspects of training. Instructors should be set-up and prepared to begin class at the specified time. Instructor credibility hinges on preparedness and punctuality.
12. Instructors must be practitioners as well as instructors. Instructors that do not frequently use these skills lack credibility and practical knowledge.
13. Insure that the Alcohol Workshop is administered properly pursuant to NHTSA guidelines as outlined in the ADMINISTRATOR'S GUIDE of the SFST Instructor Manual. This includes, but is not limited to, correct dosing of volunteers, safe control of volunteer subjects, obtaining completed waivers, and safe transportation home.
14. Instructors should continually keep informed about new laws, court rulings, and defense tactics. These items go beyond the scope of the training; however are some of the most common inquiries by students.
15. Submit requisite documentation to Minnesota SFST/DRE Coordinator in a timely manner.
16. Instructors must consistently receive favorable student reviews or will be required to attend further training or be removed from the program.

17. Instructors must instruct on a regular basis. Instructors that regularly refuse offers to instruct will be removed from the program.