

RESOLUTION CITY OF SAINT PAUL, MINNESOTA

Presented by _____

- 1 WHEREAS, the City of Saint Paul, Police Department has been awarded Ramsey County Traffic Safety Initiative grant (RCTSI
 2 grant) via the State of Minnesota Department of Public Safety, Office of Traffic Safety; and
 3
 4 WHEREAS, the State of Minnesota has provided \$100,944 via Ramsey County to cover costs of personnel and equipment in
 5 its effort to increase compliance with traffic safety laws with particular emphasis on seat belt, child safety and DWI; and
 6
 7 WHEREAS, the City of Saint Paul Police Department requests authorization to enter into the attached sub-agreement; and
 8
 9 WHEREAS, the 2012 financing and spending plan for this grant needs to be established; and

11 **SEE FINANCIAL ANALYSIS FOR EXPENDITURE CATEGORY DETAIL**

12 **2400 (436) Police Grant Fund - Accounting Unit 1034147 (34147)**

	CURRENT BUDGET	CHANGES	AMENDED BUDGET
Spending Changes			
Total Employee Expense	97,028	2,487	99,515
Total Equipment budget	0	1,429	1,429
TOTAL:	97,028	3,916	100,944
Financing Changes			
Ramsey County Grant - Department of Public Safety	97,028	3,916	100,944
TOTAL:	97,028	3,916	100,944

23 THEREFORE BE IT RESOLVED, that council accepts this grant, authorizes the City of Saint Paul to enter into and Chief
 24 Thomas Smith to implement the attached sub-agreement with Ramsey County and approves changes to the 2012 budget.
 25

	Yeas	Nays	Absent
Bostrom			
Brendmoen			
Carter			
Lantry			
Stark			
Thune			
Tolbert			

Requested by Department of: **POLICE**

By: *T. Smith*

Form Approved by City Attorney
 By: _____

Adopted by Council: Date _____

Adoption Certified by Council Secretary
 By: _____

Form Approved by Mayor for Submission to Council
 By: _____

Approved by Mayor: Date _____
 By: _____

City of Saint Paul Financial Analysis

File ID Number: RES PH 12-189

Budget Affected: Operating Budget Police Department Special Fund
436

Total Amount of Transaction: 3,916.00

Funding Source: Grant

Charter Citation: 10.07.1

Fiscal Analysis

Financial Analysis submitted for informational purposes only: The Police Department has been awarded an amendment to the Ramsey County Traffic Safety Initiative (RCTSI) Grant by the State of Minnesota, Department of Public Safety through Ramsey County. Term of this grant is 10/1/2011 to 9/30/2012. This grant provides additional funding to cover personnel and equipment costs in its efforts to increase compliance with safety laws with emphasis on seat belts, child safety and DWI. The coding for this grant is GL-436-34147-3699.

Detail Accounting Codes:

Company	Accounting Unit	Account	Description	CURRENT BUDGET	CHANGES	AMENDED BUDGET	
Spending Changes							
2400 (436)	1034147 (34147)	50190 (0141)	Overtime	83,752	2,093	85,845	
2400 (436)	1034147 (34147)	51930 (0439)	Fringe Benefits	13,276	394	13,670	
2400 (436)	1034147 (34147)	55510 (0396)	Field Equipment	-	1,429	1,429	
				TOTAL:	97,028	3,916	100,944
Financing Changes							
2400 (436)	1034147 (34147)			97,028	3,916	100,944	
				TOTAL:	97,028	3,916	100,944
				TOTAL:	0	0	0

**Agreement
Between the City of Saint Paul and Ramsey County**

THIS AGREEMENT is made and entered into between the City of Saint Paul, Minnesota, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as "**Provider**" and Ramsey County, a political subdivision of the State of Minnesota, hereinafter referred to as "**County**."

WHEREAS, The County is the lead agency for a grant from the State of Minnesota Department of Public Safety, Office of Traffic Safety to implement traffic safety enforcement projects, known as the Ramsey County Traffic Safety Initiative ("RCTSI") and is the fiscal agent for the grant from which funds are to be distributed to various agencies participating in the RCTSI; and

WHEREAS, The Provider is a partner agency in the RCTSI and eligible to receive grant funds; and

WHEREAS, The County and the Provider wish to enter into an agreement that documents the rights and responsibilities of the parties; and

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

SECTION 1: Scope of Services.

A. The Provider shall provide services or perform activities as related to its individual entity as described in the state grant award documents, attached hereto and made a part of this Agreement as **Attachment A** and shall 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 provided by the Provider during the period from October 1, 2011, through September 30, 2012, on a schedule mutually agreed upon by the parties.

B. The Provider shall not proceed with any task outside of the provisions of **Attachment A** without specific authorization from the Project Manager designated by the County.

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

SECTION 3: Billings, Payment and Reporting.

A. The County will compensate the Provider for services provided in accordance with the provisions of this Agreement in the amounts and according to the provisions of **Attachment A**. Total payments to the Provider shall not exceed \$100,944 as set forth in **Attachment A**.

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 County.

C. The Provider shall submit an itemized invoice as well as detailed backup documents to the County 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 in **Attachment A**. The County shall make payment to the Provider within thirty (30) days of receipt of the invoice and verification of the charges by the Project Manager.

D. The Provider shall submit programmatic reporting as requested by the County as fiscal agent, on a quarterly basis. No payment shall be made to the Provider without compliant programmatic reports completed by the due date.

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

SECTION 4: Project Management.

A. The County 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 these individuals during the term of this Agreement. Removal of any principal project member without replacement by equally qualified individuals or without the prior written approval of the County is grounds for termination of this Agreement by the County. The Provider's principal project member is:

Sergeant Stuart Burke
367 Grove Street
Saint Paul, Minnesota
651-266-5582

B. The Provider has designated Amy Brown, Research and Grants Manager, as the Project Manager for this Agreement, and the individual to whom all communications pertaining to this 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.

C. The County's Project Manager is Deputy Tim Entner.

SECTION 5: County Responsibilities.

The County agrees to provide the Provider with access to any information from County 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 County and shall become the property of the County 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 County.

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 County by the Provider by the termination date and there shall be no further obligation of the County to the Provider except for payment of amounts due and owing for work performed in accordance with the provisions of this Agreement and related expenses incurred up 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 the term of this Agreement and for six (6) years from the date of the final payment under this Agreement for audit or inspection by the County, the Auditor of the State of Minnesota, other funding sources, or other duly authorized representatives.

F. The Provider agrees to abide strictly by Minnesota Statutes Chapter 13, the Minnesota Government Data Practices 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.

B. 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 Consultant's/Providers 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.

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 County 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 County, and the Provider shall be entitled to none of the rights, privileges, or benefits of Ramsey County employees.

SECTION 10: Subcontracting.

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

SECTION 11: Hold Harmless.

Each party will be responsible for the acts or omissions of the party's 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.

The County and the Provider each bind itself and its successors, legal representatives, and assigns with respect to all covenants of this Agreement; and neither the County 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. The County 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 County. In the event that the County 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 or termination 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 suspended or terminated as provided in the notice. Upon suspension or termination of this Agreement, the Provider shall discontinue further commitments of funds and cease all activities under this

Agreement.

C. In the event of termination, the County will pay the Provider for all services provided in accordance with the provisions of this Agreement 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 County rendering final payment for services.

SECTION 14: Default by Provider.

In the event the Provider fails or neglects to comply with any term or condition of this Agreement or to provide the services stated herein, the County 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 County in law or equity. The County shall be entitled to recover reasonable attorney's fees and costs of collection associated with enforcing its rights hereunder.

SECTION 15: Amendment or Changes to Agreement.

A. 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.

B. 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.

Except as otherwise stated in this Agreement, any notice or demand to be given under this Agreement shall be delivered in person or deposited in United States Certified Mail, Return Receipt Requested. Any notices or other communications shall be addressed as follows:

To Provider:

Amy Brown
Saint Paul Police Department
367 Grove Street
Saint Paul, MN 55101

To County:

Sheriff Matt Bostrom
425 Grove Street
St. Paul, MN 55101

SECTION 17: 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 of this Agreement's provisions.

SECTION 18: Survival of Obligations.

A. The respective obligations of the County and the Provider under the terms and conditions of this Agreement, 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.

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 applicable federal or state court in Ramsey County, State of Minnesota.

SECTION 20: Force Majeure.

Neither the County 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 supersedes all oral agreements and negotiations between the parties relating to the subject matters herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last date written below.

For the City of Saint Paul:

For Ramsey County:

Mayor Christopher Coleman



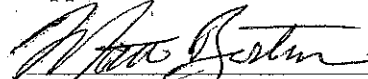
for Julie Kleinschmidt, County Manager

Date: _____

Date: 5/17/2012

Chief of Police

Approval recommended:



Sheriff Matt Bostrom

Approved as to form:

Approved as to form and insurance: _____

Assistant City Attorney



Assistant County Attorney

Director, Financial Services

Human Rights and Equal Economic Opportunity