

**RESOLUTION
 CITY OF SAINT PAUL, MINNESOTA**

Presented by _____

1 WHEREAS, the City of Saint Paul Police Department (SPPD) wishes to enter into an agreement with the
 2 State of Minnesota, Department of Human Services to provide police officers to the Department of
 3 Human Services at their building parking ramp located in the City of Saint Paul; and
 4
 5 WHEREAS, the department will provide assigned on-duty overtime police officers and be reimbursed
 6 for actual overtime and fringe rate costs; and
 7
 8 THEREFORE BE IT RESOLVED, that the council approves entering into this agreement and authorizes
 9 Chief Thomas Smith to implement the attached agreement with the State of Minnesota.
 10

	Yeas	Nays	Absent
Bostrom			
Brendmoen			
Carter			
Lantry			
Stark			
Thune			
Tolbert			

Requested by Department of: **POLICE**

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

Thomas E. Smith

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: _____

AGREEMENT

This agreement dated this November 13, 2012, by and between the CITY of SAINT PAUL, a municipal corporation under the laws of the State of Minnesota, hereafter "**City**" and the State of Minnesota Department of Human Services, with the address of 540 Cedar Street., Saint Paul, Minnesota, 55101, hereafter "**Contractor**." WHEREAS, Contractor's business has developed the need for police services in the City of Saint Paul:

NOW THEREFORE, it is mutually agreed by and between the **City** and **Contractor** as follows:

1. Scope of Services: That for the consideration stated hereafter, the **City** will provide on-duty police officer(s) to the affected area related to Department of Human Services Building Parking Ramp located in the City of Saint Paul (for the tasks outlined in paragraph A). NO other law enforcement personnel will be used by the **Contractor** to perform the tasks outlined in this agreement. The **Contractor** further agrees these officers will be deployed according to the plans developed by the City of Saint Paul Police Department. This contract provides for the following tasks:

A. *Traffic and Pedestrian Control*: To include but not limited to:

The direction and control of traffic in and around the affected area on Minnesota Street between 10th and 11th beginning at 3:30 p.m. through the duration of evening rush hour traffic, Monday through Thursday. For purposes of this Agreement, the "affected area" is the geographical and contiguous area surrounding the Department of Human Services Building's parking ramp entrance/exit and any other area in which activity initiates or arises as a result of activities in the affected area.

B. *Liaison*: For the City: Sergeant Kevin Reinke, or Designee.

C. *Liaison*: For the State: Security Manager William Lunz, or Designee.

2. Equipment: The **City** will provide assigned on-duty overtime police officer(s) with police radios, vehicles (if necessary), complete uniform, and required uniform accessories necessary to perform the tasks identified within this agreement.

3. Time for Completion: The services under this Agreement by the **City** will be commenced upon execution of the agreement but no later than November 13, 2013 and will be completed in accordance with the schedule agreed upon with the **Contractor**, but no longer than one year from the date of this agreement.

4. Emergency Recall: Each on-duty overtime officer will remain under the **City's** direction and control, and will be subject to serious police emergency calls for service and/or activation of any tactical alert throughout the **City** if the need arises. Officer(s) may be called away from the Affected Area for such duties not related to or as a result of activities of the affected area.

5. Payment: That the **Contractor** will pay to the **City**, through its police department, the actual overtime hourly rate plus the actual fringe benefit rate as reflected in the current or future labor agreement between the City of Saint Paul and the Saint Paul Police Federation. This rate will apply for those officers and supervisors scheduled by the Saint Paul Police Department as described in paragraph 1 above. A minimum shift of four (4) hours is required. **Contractor** to be billed every 30 days for services provided. Billing is to occur within one (1) month of completion of service and **Contractor** to remit payment no more than thirty (30) days from the receipt of invoice. In the event the assigned officer(s) are called away by the City pursuant to Section 5, City will adjust the applicable invoice to reflect actual hours worked on tasks under this agreement on a pro-rated basis.

6. Assignment: The **City** and the **Contractor** each binds itself and its successors, legal representatives and assigns of such other party, with respect to all covenants of the Agreement, and neither the **City** nor the **Contractor** will assign or transfer their interest in this Agreement without the written consent of the other party (which shall not be unreasonably held or delayed).

7. Hold Harmless: Each party agrees that it will be responsible for its own acts and/or omissions and those of its officials, employees, representatives and agents in carrying out the terms of this Agreement and the results thereof to the extent authorized by law and shall not be responsible for the acts and/or omissions of the other party and the results thereof. The liability of the City, its officials, employees, representatives and agents shall be governed by provision of the Minnesota Torts Claims Act, Minnesota Statutes Chapter 466, et seq. and other applicable law. The liability of the Contractor is governed by Minnesota Statutes § 3.736 and other applicable law.

8. Insurance: Per Minnesota Statutes §3.736, and other applicable law, the Contractor is is Self-Insured. If requested, Contractor shall provide to the City proof of Contractor's Self Insurance.

9. Termination: This agreement will continue in full force and effect until completion of the project as described herein unless it is terminated at an earlier date by either party. Either party to this agreement may terminate it by giving to less than 30 days written notice of the intent to terminate to the other party. In the event of termination, the **Contractor** will pay the **City** for all services actually, timely and faithfully rendered up to receipt of the notice of termination and thereafter until the date of termination. The **Contractor** agrees to give at least 24 hour notice to the **City** of cancellation of scheduled police services for an individual event, unless such cancellation arises from a force majeure event, defined in exhibit (A). Failure to give such 24-hour notice will result in a four-hour per officer "cancellation" charge to the **Contractor**.

10. Changes in Scope of Services: **City** or **Contractor** may request changes that would increase decrease or otherwise modify the Scope of Services. Such changes and method of compensation must be authorized in writing in under a validly executed Amendment.

11. Records and Dissemination of Information: Except as otherwise required by the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, each party agrees not to release, transmit, or otherwise disseminate information generated as a result of this project without prior knowledge and written consent of the other party.

The **Contractor** and the **City** agree to maintain all books, documents, papers, account records, and other evidences pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such material available at its office at all reasonable times during the Agreement period and for six (6) years from the date of the final payment under the contract for audit or inspection by the **City** or **Contractor** or other duly authorized representative.

In like manner, if the entire Agreement is terminated, all such documents on file with the **City** or **Contractor** shall also, upon request, be made available to **City** or **Contractor**.

12. Equal Opportunity Employment: Each party agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, or national origin and will take affirmative steps to ensure that applicants are employed/assigned and employees are treated during employment/assignment without regard to race, color, religion, sex, age or national origin.

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

13. Conflict of Interest: Each party agrees that it will not contract for or accept employment for the performance of any work or services with any individual, business corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement.

14. 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 hereof.

15. Requirement of a Writing: Any alternations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when reduced to writing and duly signed by the parties.

16. Amendment of Agreement: This Agreement may be amended by further mutual written agreement of the parties thereto.

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

DEPARTMENT OF HUMAN SERVICES,

STATE OF MINNESOTA



CITY OF SAINT PAUL,

STATE OF MINNESOTA

By: _____
Mayor Christopher Coleman

By: _____
Director, Office of Financial Services

By: _____
Chief of Police, Thomas E. Smith

By: _____
Director, Office of Human Rights

Approved as to Form:

By: _____
Assistant City Attorney