

**STATE OF MINNESOTA  
JOINT POWERS AGREEMENT**

This Agreement is between the State of Minnesota, acting through its Second Judicial District Court Administrator ("State") and the City of Saint Paul, acting through its St. Paul Police Department ("SPPD").

**Recitals**

Under Minn. Stat. 471.59, subd. 10, the State and the SPPD are empowered to enter into joint power agreements. Currently, a vehicle owner who had a vehicle towed to the SPPD impound lot for a violation of a City of St. Paul declared snow emergency and winter parking restrictions, would have to recover their vehicle at the SPPD impound lot by paying towing and administrative fees. In addition, they must also go online, by phone, or in person at the Ramsey County Court House Violation Bureau ("VB") or other court designated location, to pay for the snow emergency violation or winter parking restriction violation citation fine. Therefore, it would be beneficial for both the State and the SPPD to have owners pay their towed vehicle fees and snow emergency parking violations citations fines ("SEF") in one place, at the SPPD impound lot.

**Agreement**

**1. Term of Agreement.**

**1.1 *Effective Date:*** Upon obtaining the signature of the State's Senior Legal Counsel, this agreement shall be effective November 1, 2017.

**1.2 *Expiration Date:*** October 31, 2022.

**2. Agreement Between the Parties.**

**2.1 *Option Offered to Vehicle Owner to Pay at Impound Lot.*** When a vehicle is towed into the SPPD impound lot with a snow emergency parking violation citation, the vehicle owner will be given the option, by the SPPD impound lot staff, to pay the citation fine along with the towing and administrative fees charged to the vehicle owner, at the impound lot office.

**2.2 *Option to Collect Citation Fine.*** If vehicle owner wants to pay at the impound lot, the impound lot clerk will process the payment on the citation and give the vehicle owner a receipt that reflects that payment of the citation was made at the Impound Lot.

**2.3 *Option Declined.*** If vehicle owner declines option, the SEF may be paid at the VB, another court location, by phone or online.

**2.4 *Deposit and Financial agreement with respect to SEFs.*** The money collected for citation fines will be deposited by the SPPD to the City of St. Paul. The SPPD Impound Lot will provide a detailed list of all citation money collected, copies of which will be distributed to the City of St. Paul and VB. This detailed list will be used by SPPD to reconcile the money deposited with the City of St. Paul. The VB will use this report to reconcile the citations and receipts received. The State will offset against the City of St. Paul's monthly Court Revenue Distribution Report of Revenue due to the City of St. Paul the SEF revenue collected and retained by the City of St. Paul for the month. Any returned payments (NSF's, Stop Payments. . .) will be handled by the SPPD Impound Lot; a report

will be distributed to the City of St. Paul and the 2nd Judicial District.

**2.5 Issues that Rise.** Any issues that arise related to processing of the payments under this Agreement must be mutually resolved by both Parties. If issues are not resolved to the satisfaction of both Parties, either Party may terminate the Agreement with a 30 day written notice to the other Party, a termination available under Section 10 of the Agreement.

### **3. Consideration and Payment.**

The following are potential benefits as consideration for this Agreement:

- (1) The State likely benefits by reducing the lines at VB and other court locations, saving time, and making for a better customer experience.
- (2) The State likely benefits by reducing the number of appeals and therefore the amount of hearing officer time.
- (3) The State and SPPD likely benefits by reducing the number of citations that go to collections.
- (4) The State likely benefits by increasing the amount of collections which then benefits St. Paul as the portion of revenue that St. Paul receives from the collections will also increase.
- (5) St. Paul also benefits because the portion of collections that St. Paul receives will accrue to St. Paul faster.
- (6) St. Paul likely benefits because of the positive customer service impact afforded by making the inconvenience of a customer having their car towed during a snow emergency less inconvenient by arranging a "one-stop shopping" scenario rather than the customer having to go to two different locations and make two different payments just to recover from having their car tagged and towed.
- (7) St. Paul likely benefits by reducing the amount of time property clerks have to spend dealing with disgruntled customers, explaining why they have to go two places to make their payments - time better spent on the efficient processing and release of impounded cars for each customer.
- (8) St. Paul likely benefits by reducing the number of customer complaints handled by the Impound Lot, the Mayor's Office, and Risk Management.
- (9) The moral of St. Paul impound lot employees will likely be better as it now affords them an option to offer when people are angry about their car being towed which is an effective customer-service technique.
- (10) Citizens of St. Paul will likely benefit because it will save them time in the aftermath of a snow emergency, reducing the inconvenience, and affording them a better customer-service experience in a difficult situation.

### **4. Authorized Representatives.**

The State's Authorized Representative is Heather Kendall, District Administrator, 15 West Kellogg Blvd, Room 1700, St. Paul, MN 55102.

The SPPD's Authorized Representative is the Administrator of the SPPD Impound Lot, Saint Paul Police Department, 367 Grove Street, St. Paul, MN 55101 or his/her successor.

### **5. Assignment, Amendments, Waiver, and Contract Complete.**

**5.1 Assignment.** The SPPD 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 either Party fails to enforce any provision of this Agreement, that failure does not waive the provision or their rights to enforce it.

**5.4 Contract Complete.** This Agreement contains all negotiations and agreements between the State and the SPPD. No other understanding regarding this Agreement, whether written or oral, may be used to bind either Party.

**6. Liability.**

Each Party agrees that it will be responsible for its own acts and/or omissions 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 State and the SPPD, its employees, officials and agents shall be governed and limited by respective provisions of the Minnesota Torts Claims Act, Minn. Stat. 3.736 and provisions of the Minnesota Torts Claims Act, Minn. Stat. 466, *et seq.* and other applicable law. This clause will not be construed to bar any legal remedies the Parties may have for failure of a Party to fulfill its obligations under this Agreement.

**7. State Audits.**

Under Minn. Stat. 16C.05, subd. 5, the SPPD'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 SPPD must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the SPPD under this Agreement. The State must comply with the Rules of Public Access to Records of the District Courts as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the court under this Agreement. The civil remedies of Minn. Stat. 13.08 apply to the release of the data referred to in this clause by the SPPD.

**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 SPPD may terminate this Agreement at any time, with or without cause, upon 30 days written notice to the other Party.

**City of Saint Paul**

By: \_\_\_\_\_  
Kathleen A. Wuorinen  
Assistant Chief of Police

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

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

Title: Mayor

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

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

Title: Director of the Office of Financial Services

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

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

Title: Assistant City Attorney

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

**Minnesota Judicial Branch**

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

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

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

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

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

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

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

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

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

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

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

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