

RESOLUTION CITY OF SAINT PAUL, MINNESOTA

Presented by _____

1 WHEREAS, under Minn. Stat. §471.59, subd. 10, the State of Minnesota and the Saint Paul Police
 2 Department are empowered to enter into joint power agreements: and
 3
 4 WHEREAS, a vehicle owner who had a vehicle towed to the Saint Paul Police Impound Lot for a violation
 5 of a City of Saint Paul declared snow emergency would have to recover their vehicle by paying towing and
 6 administrative fees, and also go to the Ramsey County Courthouse Traffic Violation Bureau (TVB) or
 7 other court designated location to pay for the snow emergency parking violation citation fine; and
 8
 9 WHEREAS, the Saint Paul Police Department and the State of Minnesota conducted a trial program and
 10 deem it beneficial for both the State of Minnesota and the Saint Paul Police Department to continue to have
 11 owners pay their towed vehicle fees and snow emergency parking violation citation fines in one place, at
 12 the Saint Paul Police Impound Lot; and
 13
 14 WHEREAS, citizens of the City of Saint Paul also benefited from the trial program because it saved them
 15 time in the aftermath of a snow emergency, reduced the inconvenience, and afforded them better customer-
 16 service experience in a difficult situation; and
 17
 18 FINALLY RESOLVED, that the Saint Paul City Council hereby authorizes the Saint Paul Police
 19 Department to enter into the attached joint power agreement with the State of Minnesota pursuant to Minn.
 20 Stat §471.59, subd. 10, allowing the Saint Paul Impound Lot for a three year period retroactive to
 21 November 1, 2010 through December 31, 2013 to collect snow emergency parking violation citation fines
 22 on behalf of 2nd Judicial District Court at the Saint Paul Police Impound Lot.

	Yeas	Nays	Absent
Bostrom			
Carter			
Harris			
Helgen			
Lantry			
Stark			
Thune			

Requested by Department of:
V. Smith 1/11

By: _____

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
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, would have to recover their vehicle at the SPPD impound lot by paying towing and administrative fees and also go to the Ramsey County Court House Traffic Violation Bureau ("TVB") or other court designated location to pay for the snow emergency parking 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 retroactive to November 1, 2010.

1.2 **Expiration Date:** December 31, 2013.

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 take option to pay at impound lot, the impound lot clerk will process the payment on citation and give vehicle owner a TVB receipt that reflects that payment of the citation was made at the Impound Lot.

2.3 Option Declined. If vehicle owner declines option, vehicle owner has to go to TVB to pay the SEF.

2.4 Intake Steps for Processing Option to Pay at the Impound Lot. Attached as Exhibit A are the Intake Steps for Snow Emergency Including New TVB Payments, which list the steps SPPD impound lot staff will follow to process the SEFs for owners who accept the option to pay at the impound lot.

2.5 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 the 2nd Judicial District. This

detailed list will be used by SPPD to reconcile the money deposited with the City of St Paul. The 2nd Judicial District will use this report to reconcile the citations and receipts received. The 2nd Judicial District 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.

The 2nd Judicial District will reconcile the citations and receipts received from the SPPD with the Vibes summary report.

2.5 SPPD Software Programming Changes. State will pay SPPD to make software programming changes to enable the production of receipts and financial reports on the processing of the payment of SEFs at the SPPD impound lot by SPPD staff and for information signs at the impound lot as necessary and agreed upon by both parties throughout the duration of this agreement. The mutual agreement to pay for additional software amendment costs shall be reduced to writing, signed by SPPD's Authorized Representative on behalf of SPPD and the District Court Administrator,, Second Judicial District, with the understanding tha such costs shall not exceed \$5000.00 by the City. Upon the signature of both parties to the software payment agreement, it shall constitute an amendment to this contract and be incorporated herein as an addendum.

2.6 Issues that Arise. 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 30 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) TVB likely benefits by reducing the lines at TVB, saving time, and making for a better customer experience.
- (2) TVB likely benefits by cutting down on appeals.
- (3) TVB likely benefits by reducing hearing officer time involved with snow emergency cases, and reducing the number of citations that go to warrant.
- (4) TVB likely benefits by increasing the amount of collections which then benefits St. Paul as the portion 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 morale 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.

3.2 Compensation. The State will pay SPPD the costs of necessary software program changes to enable the production of receipts and financial reports on the processing of the payments of SEF's at the SPPD impound lot by SPPD staff as agreed upon in Section 2.5 of this Agreement.

4. Authorized Representatives.

The State's Authorized Representative is Susan Bownes, Manager - Traffic Violations Bureau, Ramsey District Court, 15 West Kellogg Blvd - Room 130, St. Paul, MN 55102 or his/her successor.

The SPPD's Authorized Representative is Bret Smith, Administrator of the SPPD Impound Lot, Saint Paul Police Department, 367 Grove Street, St. Paul, MN 55101 or his 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, Minnesota Statutes

Chapter 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: _____

Title: Chief of Police

Date: _____

By: _____

Title: Assistant City Attorney

Date: _____

By: _____

Title: Director, Financial Services

Date: _____

By: _____

Title: Mayor

Date: _____

MINNESOTA JUDICIAL BRANCH

By: _____

Lawrence Dease

Title: **Second Judicial District Administrator**

Date: _____

Senior Legal Counsel

As to form and execution

By: _____

Date: _____

ATTACHMENT A

Intake Steps for Snow Emergency Including New TVB Payments

Tow Intake (garage)

Clerk fills out intake card (all information is required).

[Note: out-of-state plates and no plates must have complete VIN rather than just the last 6 digits of the VIN].

Clerk grabs citation from windshield and staples to intake card.

Intake cards kept in numerical order.

Intake cards taken to office.

Data Entry

Clerk does initial data entry (Lic #, State, make, color, last six digits of VIN, zone, time in, tow company, location). Keep intake cards in numerical order.

[Note: ALL snow emergency tows are marked "SE" in "Tow Reason" no matter if it is a stolen or other. "Stolen", etc. can be noted in the narrative].

Clerk runs registration by plate number and attaches to intake card.

Clerk enters into ALERT [Note: if no registration info, place intake card in trouble bin].

Clerk completes data entry by entering all complete information. Keep intake cards in numerical order.

Clerk places intake cards and attached citation in incoming files in numerical order.

Release

Clerk retrieves intake card and citation and asks if customer would like to pay for citation at this time. [Note: We do not offer the option if no citation was received and is not attached to intake card].

If customer answers "Yes", enter citation number in the "Citation Number" field on the "Release" page.

Clerk then processes payment and prints receipt page as normal. Two separate bi-fold receipts (Impound and TVB) will print.

Clerk separates citation from intake card and puts in lock box along with TVB copy of TVB receipt. Gives the customer copy of the Impound and TVB receipts to customer

If customer answers "No", process tow release normally – hand citation to owner along with Impound receipt and refer to TVB.

TVB picks up lockbox daily containing citations and TVB copies of receipts.

Reports

Daily Financial report and Daily citation report by date or date range in available "Reports" menu - citations paid for by citation number, Lic. #, invoice #, amount, method of payment – detail report with total TVB citations paid and total dollars accepted
Report sent to TVB –TVB reconciles report with contents of lockboxes.

Special Notes:

"SE" must be in "Tow Type" for clerk to be able to enter citation number
Citation number must be entered on Release page to allow program to add the \$45 court fine and fees to the total charge and to print the receipts.

Reports

Daily Financial report and Daily citation report by date or date range in available "Reports" menu – citations paid for by citation number, Lic #, invoice #, amount, method of payment – detail report with total TVB citations paid and total dollars accepted
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