

**RESOLUTION  
 CITY OF SAINT PAUL, MINNESOTA**

Presented by \_\_\_\_\_

1 RESOLVED, that the City of Saint Paul, Police Department is authorized to enter into the attached Joint  
 2 Powers Agreement with the State of Minnesota, acting through its Commissioner of Minnesota  
 3 Department of Health which includes an indemnification clause. This agreement will allow the  
 4 department's officers to assist the U.S. Postal Inspection Service participating in the Postal Plan full scale  
 5 exercise on May 6, 2012. Services include providing protection to postal carriers, perimeter and facility  
 6 security and organizing, staging and supervising.

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	Yeas	Nays	Absent
Bostrom			
Brendmoen			
Carter			
Lantry			
Stark			
Thune			
Tolbert			

Requested by Department of: **POLICE**

By: Thomas E. Smith  
*RAW*

Form Approved by City Attorney  
 By: \_\_\_\_\_

Adopted by Council: Date \_\_\_\_\_

Adoption Certified by Council Secretary

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

Approved by Mayor: Date \_\_\_\_\_

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

Form Approved by Mayor for Submission to Council

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

## STATE OF MINNESOTA JOINT POWERS AGREEMENT

This agreement is between the State of Minnesota, acting through "Commissioner of Minnesota Department of Health (hereinafter "STATE") and St. Paul Police Department (hereinafter "Governmental Unit").

### Recitals

Under Minnesota Statute § 471.59, subdivision 10, the State is empowered to engage such assistance as deemed necessary. The State is in need of security services of the St. Paul Police Department for the Postal Plan full-scale exercise. Law enforcement officers from this agency will be assisting the U.S. Postal Inspection Service with perimeter and facility security at a Postal Delivery Unit; providing protection to Postal carriers delivering simulated medical countermeasures to residential addresses by escorting them at a 1:1 ratio; and organizing, staging, supervising, and providing transportation to the officers assigned to the exercise.

### Agreement

#### 1 Term of Agreement

- 1.1 **Effective date:** May 5, 2012 or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** May 6, 2012 or until all obligations have been satisfactorily fulfilled, whichever occurs first.

#### 2 Agreement between the Parties

The Governmental Unit shall participate in the Postal Plan full-scale exercise on May 6, 2012 by assisting the U.S. Postal Inspection Service with perimeter and facility security at one Postal Distribution Unit. The Governmental Unit shall also provide protection, within their jurisdiction, to Postal carriers delivering simulated medical countermeasures to residential addresses by escorting at a 1:1 ratio. The number of licensed officers and the number of hours shall be mutually agreed upon by the STATE and the Governmental Unit. The Governmental Unit shall organize, stage, supervise, and provide transportation to the officers assigned to the exercise.

#### 3 Payment

Payment under this contract will be made from federal funds obtained by the State through CFDA 93.016. The STATE will transfer funds to the governmental unit upon receipt of invoice. The final invoice must be received by the STATE by May 31, 2012.

The total obligation of the State under this agreement will not exceed \$ 12,000.00 (twelve thousand dollars.)

#### 4 Authorized Representatives

The State's Authorized Representative is Jane Braun, Director of Emergency Preparedness, 625 N. Robert Street, P.O. Box 64975, Saint Paul, MN 55164-0975, (651) 201-4829, or his/her successor.

The Governmental Unit's Authorized Representative is Chief Thomas Smith, St. Paul Police, 367 Grove Street, St. Paul, MN. 55101. (651)266-5588.

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

- 5.1 **Assignment.** The Governmental Unit 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 the State fails to enforce any provision of this agreement, that failure does not waive the provision or its right to enforce it.

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

## 6 **Indemnification**

Each party will be responsible for its own acts and behavior and the results thereof. The Minnesota Torts Claims Act, Minnesota Statutes Section 3.736, and other applicable laws governs the state's liability.

## 7 **State Audits**

Under Minnesota Statute § 16C.05, subdivision 5, the Governmental Unit'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 Governmental Unit and State must comply with the Minnesota Government Data Practices Act, Minnesota Statute Ch. 13, as it applies to all data provided by the State under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this agreement. The civil remedies of Minnesota Statute § 13.08 apply to the release of the data referred to in this clause by either the Governmental Unit or the State.

If the Governmental Unit receives a request to release the data referred to in this Clause, the Governmental Unit must immediately notify the State. The State will give the Governmental Unit instructions concerning the release of the data to the requesting party before the data is released.

## 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.

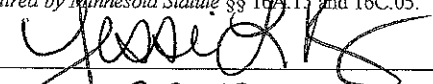
## 10 **Termination**

10.1 **Termination.** The State or the Governmental Unit may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

10.2 **Termination for Insufficient Funding.** The State may immediately terminate this agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Governmental Unit. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Governmental Unit will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Governmental Unit notice of the lack of funding within a reasonable time of the State's receiving that notice.

**1. STATE ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minnesota Statute §§ 16A.15 and 16C.05.*

Signed: 

Date: 3-21-12

CFMS Contract No. 43487

**3. STATE AGENCY**

By: \_\_\_\_\_  
(with delegated authority)

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

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

**4. COMMISSIONER OF ADMINISTRATION**

As delegated to Materials Management Division

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

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

**2. GOVERNMENTAL UNIT**

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

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

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

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

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

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

**Distribution:**

- Agency
- Governmental Unit
- State's Authorized Representative - Photo Copy