Council File #	
Green Sheet #	

RESOLUTION CITY OF SAINT PAUL, MINNESOTA

	Presented by
1	WHEREAS, the City of Saint Paul, Police Department has been issued the fourth amendment to the Child
2	Sexual Predator Program grant (#02-115318-I) from the State of Minnesota, Commissioner of Public
3	Safety, Bureau of Criminal Apprehension, and
4	
5	WHEREAS, this amendment will extend the contract through February 28, 2013; and
6	
7	THEREFORE BE IT RESOLVED, that council accepts this grant amendment and authorizes the City of
8	Saint Paul to enter into, and Chief Thomas Smith to implement the attached amendment with the State of
9	Minnesota; and
10	

The state of the s	Yeas	Nays	Absent	Requested by Department of: PQLICE
Bostrom				
Brendmoen				
Carter				By: Thomas E. Smith, Chief of Police
Lantry				Approved by the Office of Financial Services
Stark	,			Ву:
Thune				
Tolbert				Approved by City Attorney
				By:
opted by Council: Da	ate			Approved by Mayor for Submission to Council
doption Certified by Council				Ву:
ly:				
	ate			
37*				

AMENDMENT NO. 4 TO CONTRACT NO. 3000-1382

Contract Start Date:	April 1, 2009	Total Contract Amount:	\$17,703.67
Original Contract Expiration Date:	September 30, 2010	Original Contract:	\$5,000.00
Current Contract Expiration Date:	August 31, 2012	Previous Amendment(s) Total:	\$12,703.67
Requested Contract Expiration Date:	February 28, 2013	This Amendment:	\$0.00

This amendment is between the State of Minnesota, through its Commissioner of Public Safety, Bureau of Criminal Apprehension, located at 1430 Maryland Avenue E., St. Paul, MN 55106 ("State") and City of St. Paul, Police Department, 367 Grove Street, St. Paul, MN 55101.

Recitals

- 1. The State has a contract with the Governmental Unit identified as 3000-1382 ("Original Contract") (SWIFT Contract Number 31231) for investigative overtime reimbursement, training and equipment. The State is in need of assistance from city and county law enforcement agencies in investigating and combating the exploitation of children which occurs through the use of computers by providing funds for equipment, training and expenses, including travel and overtime funding, which are incurred by law enforcement as a result of such investigations.
- 2. This amendment is needed extend services through February 28, 2013 to allow participating affiliates additional time to accomplish closures on cases they have initiates as a result of this Joint Power Agreement.
- 3. The State and the Contractor are willing to amend the Original Contract as stated below.

Contract Amendment

In this Amendment deleted contract terms will be struck out and the added contract terms will be underlined.

REVISION 1. Clause 1, Section 1.2 "Expiration date" of the Original Contract is amended as follows:

1.2 Expiration date: August 31, 2012, February 28, 2013, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Original Contract and all previous amendments are incorporated into this Amendment by reference.

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UNISTRATION igement Division
ized Representative - Photo Con

AMENDMENT NO. 4 TO CONTRACT NO. 3000-1382

By:	· · · · · · · · · · · · · · · · · · ·
Title:	City Attorney
Date:	
By:	
Title:	Director, Office of Financial Services
Date:	

#02-15318-I

AMENDMENT NO. \$ TO CONTRACT NO. 3000-1382

Contract Start Date: April 1, 2009 Total Contract Amount: \$17,703.67 Original Contract Expiration Date: September 30, 2010 Original Contract: \$5,000.00 Current Contract Expiration Date: August 31, 2011 Previous Amendment(s) Total: \$5,000.00 Requested Contract Expiration Date: August 31, 2012 This Amendment: \$7,703.67

This amendment is between the State of Minnesota, through its Commissioner of Public Safety, Bureau of Criminal Apprehension, located at 1430 Maryland Avenue E., St. Paul, MN 55106 ("State") and City of St. Paul, Police Department, 367 Grove Street, St. Paul, MN 55101.

Recitals

1. The State has a contract with the Governmental Unit identified as 3000-1382 ("Original Contract") (SWIFT Contract Number 31231) for investigative overtime reimbursement, training and equipment. The State is in need of assistance from city and county law enforcement agencies in investigating and combating the exploitation of children which occurs through the use of computers by providing funds for equipment, training and expenses, including travel and overtime funding, which are incurred by law enforcement as a result of such investigations.

2. This amendment is needed to increase the total dollar amount of this contract to cover additional overtime hours and

expenses for services being provided.

3. The State and the Contractor are willing to amend the Original Contract as stated below.

Contract Amendment

In this Amendment deleted contract terms will be struck out and the added contract terms will be underlined.

REVISON 1. Clause 1. "Term of Contract" is amended as follows:

1.2 Expiration date: August 31, 2011, August 31, 2012, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

REVISION 2. Clause 3. "Payments", Section (D) is amended as follows:

(D) The State has a total Expense Budget of \$241,481.00 that was approved under the Community Oriented Policing Services (COPS), Child Sexual Predator Program Grant for investigative overtime hours and expense reimbursement. Based on the number of Governmental Units participating in the COPS Child Sexual Predator Program the total obligation of the State for reimbursement of investigative overtime hours and expenses will not exceed \$15,000.00 \$17,703.67 for this Governmental Unit, unless approved by the State's Authorized Representative.

(THE REMAINING PORTION OF THIS PAGE WAS INTENTIONALLY LEFT BLANK)

The Original Contract and all previous amendments are incorporated into this Amendment by reference..

	<u> </u>
1. STATE ENCUMBRANCE VERIFICATION	3. STATE AGENCY
Individual certification funds have been encumbered as	Individual certifies the applicable provisions of Minn. Stat.
required by Mign. Stat. \$\$16A.15 and 16C.05.	§16C.08, subdivisions I and 3 are reaffirmed.
Signed: Hum John	
	By: (with delegated authority)
Date: 2/2/1	Title: ASST. SLOT.
Contract No. 3000-1382, Written Amendment #4	4/11/12/
5005 2502, Without Autonation 174	Date: 116/12
	Λ
2. CONTRACTOR	4. COMMISSIONER OF ADMINISTRATION
The Contractor certifies that the appropriate person(s) have executed the contract on behalf of the Contractor as required	As dilegated to Materials Management Division
by applicable articles, bylaws, resolutions, or ordinances.	By: (XM) Ctal) // K Pylus
Ву:	
Dy.	Date:
Title:	1943
Date:	Distribution:
	Agency Contractor
	State's Authorized Representative - Photo Copy
By: Thomas E Smith	
Title Charles Exert	•
Title: Chief of POlice	· ·
Date: 3-20-12	
0	· · · · · ·
/ /M. 1.	
By:	
Title: =City Attorney	
Date: 4-10-12	
Date.	
By: 1 2001	

436-34261

Title: Director, Office of Financial Services of 912

AMENDMENT NO. 2 TO CONTRACT NO. 3000-1382

02-15318-1

Contract Start Date:	April 1, 2009	Total Contract Amount:	\$10,000.00
Original Contract Expiration Date:	September 30, 2010	Original Contract:	\$5,000.00
Current Contract Expiration Date:	September 30, 2010	Previous Amendment(s) Total:	\$5,000.00
Requested Contract Expiration Date:	August 31, 2011	This Amendment:	\$0.00

This amendment is by and between the State of Minnesota, through its Commissioner of Public Safety, Bureau of Criminal Apprehension, located at 1430 Maryland Avenue East, St. Paul, MN 55106 ("State") and City of St. Paul, Police Department, located at 367 Grove Street, St. Paul, MN 55101 ("Governmental Unit").

Recitals

- 1. The State has a contract with the Governmental Unit identified as 3000-1382 ("Original Contract") for investigative overtime reimbursement, training and equipment. The State is in need of assistance from city and county law enforcement agencies in investigating and combating the exploitation of children which occurs through the use of computers by providing funds for equipment, training and expenses, including travel and overtime funding, which are incurred by law enforcement as a result of such investigations.
- 2. This amendment is needed to extend services through August 31, 2011 to allow participating affiliates additional time to accomplish closures on cases they have initiated as a result of this Joint Powers Agreement.
- 3. The State and the Contractor are willing to amend the Original Contract as stated below.

Contract Amendment

In this Amendment deleted contract terms will be struck out and the added contract terms will be underlined.

REVISION 1. Clause 1, Section 1.2 "Expiration date" of the Original Contract is amended as follows:

1.2 Expiration date: September 30, 2010, August 31, 2011, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

I. STATE ENCUMBRANCE VERIFICATION	3. STATE AGENCY
Individual certifies that funds have been encumbered as required by Milin, biat. §§16A.15 and 16C/05.	Individual certifies the applicable provisions of Minn. Stat. §16C.08, subdivisions 2 and 3 are reaffirmed.
Signed: Jan Johnson	By:
Date: 8/30/1/0	Title: (with delegated authority)
Contract No. 3000-1382. Written Amendment #2	Date: 11/15/10
2. CONTRACTOR	4. COMMISSIONER OF ADMINISTRATION
The Contractor certifies that the appropriate person(s) have executed the contract on behalf of the Contractor as required	As delegated to Materials Magagement Division
by applicable articles, bylaws, resolutions, or ordinances.	By: ////////////////////////////////////
By: Uh Sall	Date: 2 210
Title: Chief of Police	
Date:	
•	Distribution: Agency
	Contractor
•	State's Authorized Representative - Photo Copy

Rev. 4/09

City Actorney

Date

10 - 26 - 10

Date

11 - 2 - 10

Director, Financial Services

Date

AMENDMENT NO. 1 TO CONTRACT NO. 3000-1382

井12-15318辽

Contract Start Date:	April 1, 2009	Total Contract Amount:	\$10,000.00
Original Contract Expiration Date:	September 30, 2010	Original Contract:	\$5,000.00
Current Contract Expiration Date:	September 30, 2010	Previous Amendment(s) Total:	\$0.00
Requested Contract Expiration Date:		This Amendment:	\$5,000.00

This amendment is between the State of Minnesota, through its Commissioner of Public Safety, Bureau of Criminal Apprehension, located at 1430 Maryland Avenue E., St. Paul, MN 55106 ("State") and City of St. Paul, Police Department, 367 Grove Street, St. Paul, MN 55101.

Recitals

- 1. The State has a contract with the Governmental Unit identified as 3000-1382 ("Original Contract") for investigative overtime reimbursement, training and equipment. The State is in need of assistance from city and county law enforcement agencies in investigating and combating the exploitation of children which occurs through the use of computers by providing funds for equipment, training and expenses, including travel and overtime funding, which are incurred by law enforcement as a result of such investigations.
- 2. This amendment is needed to increase the total dollar amount of this contract to cover additional overtime hours and expenses for services being provided.
- 3. The State and the Contractor are willing to amend the Original Contract as stated below.

Contract Amendment

In this Amendment deleted contract terms will be struck out and the added contract terms will be underlined.

REVISION 1. Clause 3. "Payments", Section (D) is amended as follows:

(D) The State has a total Expense Budget of \$241,481.00 that was approved under the Community Oriented Policing Services (COPS), Child Sexual Predator Program Grant for investigative overtime hours and expense reimbursement. Based on the number of Governmental Units participating in the COPS Child Sexual Predator Program the total obligation of the State for reimbursement of investigative overtime hours and expenses will not exceed \$5,000.00 \$10,000.00 for any one this Governmental Unit, unless approved by the State's Authorized Representative.

Except as amended herein, the terms and conditions of the Original Contract remain in full force and effect.

1. STATE ENCUMBRANCE VERIFICATION Individual certifies that funds have been encumbered as required by Jann. Stat. §§ 16A. 15 and 16C.05.	3. STATE AGENCY Individual certifies the applicable provisions of Minn. Stat. §16C.08, subdivisions 2 and 3 are reaffirmed.
Signed: Hay alman	By: The Town
Date: 1114 dJ	Title: (with delegated authority)
Contract No. 3000-1382, Written Amendment #1	Date: 6-8-10
2. CONTRACTOR The Contractor certifies that the appropriate person(s) have executed the contract on behalf fof the Contractor as required by applicable articles, hylaws, resolutions, or ordinances. By: Title: iChief of Police Date:	4. COMMISSIONER OF ADMINISTRATION As delegated to Materials Management Division By: Date: Distribution: Agency Contractor State's Authorized Representative - Photo Conv

By: Vasur
Title: City Attorney
Date: 5-2575
By: While
Title: Director, Financial Services
Date: 5.27.10

#12-15318-I

STATE OF MINNESOTA JOINT POWERS AGREEMENT CHILD SEXUAL PREDATOR PROGRAM AGREEMENT # 3000-1382

This agreement is between the State of Minnesota, acting through its Commissioner of Public Safety, Bureau of Criminal Apprehension, located at 1430 Maryland Avenue E., St. Paul, Minnesota 55106 and City of St. Paul, Police Department, 367 Grove Street, St. Paul, MN 55101.

Recitals

Under Minn. Stat. § 471.59, subd. 10, and Minn. Stat. § 15.51 – 15.59, the State is empowered to engage such assistance as deemed necessary. The State was awarded a Federal grant from the U.S. Department of Justice, Office of Community Oriented Policing Services (COPS), Child Sexual Predator Program for investigative overtime reimbursement, training and equipment. The State is in need of assistance from city and county law enforcement agencies in investigating and combating the exploitation of children which occurs through the use of computers by providing funds for equipment, training, and expenses, including travel and overtime funding, which are incurred by law enforcement as a result of such investigations.

Agreement

1 Term of Agreement

- 1.1 Effective date: April 1, 2009, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 Expiration date: September 30, 2010, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Agreement between the Parties

2.1 Governmental Unit's Responsibilities

- A. All employees of the Governmental Unit shall be licensed peace officers or non-sworn employees must be assigned or affiliated with the Minnesota Internet Crimes Against Children (ICAC) Task Force.
- B. When a contributed employee of the Governmental Unit acts on the behalf of the Minnesota ICAC Task Force within the scope of this Agreement, the employee's actions are within the employee's line of duty and course of employment to the same extent as if the employee had acted on behalf of the employee's employing Agency.
- C. All members of the Governmental Unit shall continue to be employed by the same Law Enforcement Agency employer which they were employed before joining the Minnesota ICAC Task Force and all services, duties, acts or omissions performed by the member will be within the course and duty of that employment, and therefore, are covered by the Workers Compensation programs of that employer; will be paid by that employer and entitled to that employer fringe benefits.
- D. The Governmental Unit shall submit accurate, timely financial records pertaining to enforcement and analytical activities related to ICAC Task Force related investigations. Financial records shall be submitted in a format consistent with Exhibit A attached to this Agreement.
- E. The Governmental Unit must supply original receipts to be reimbursed on pre-approved requests; and reimbursement will be paid directly by the State to the Governmental Unit within 30 days of the date of invoice, with payment made out to the City of St. Paul, Police Department, Accounts Receivable, 367 Grove Street, St. Paul, MN 55101.

- F. Investigations by the Governmental Unit under this agreement should be conducted and concluded in a timely manner. The Governmental Unit will only be reimbursed by the State for overtime hours and/or actual expenses incurred related to the Community Oriented Policing Services (COPS) investigations and/or training through the term of this agreement or until all Federal funds under the COPS grant have been expended, whichever comes first.
- G. The Governmental Unit shall maintain accurate records pertaining to enforcement activities, to be collected and forwarded monthly to the State's Authorized Representative or his designee for statistical reporting purposes.
- H. The Governmental Unit shall return to the State's Authorized Representative within sixty days investigative equipment acquired by the State through grant funding as a result of this Agreement in the event that federal funding under the Community Oriented Policing Services (COPS), Child Sexual Predator Program Grant for investigative overtime reimbursement has been exhausted, the agreement is terminated as defined in clause 10.2 of this Agreement, the Governmental Unit breaches this Agreement, or upon expiration of this Agreement.

2.2 State's Responsibilities

- A. The State will provide the Governmental Unit with investigative equipment for the exclusive purpose to conduct investigations related to the Community Oriented Policing Services (COPS), Child Sexual Predator Program Grant.
- B. The State will reimburse the Governmental Unit for expenses incurred for training and meetings related to the Community Oriented Policing Services (COPS), Child Sexual Predator Program Grant, and pre-approved by the State's Authorized Representative.
- C. The State will reimburse the Governmental Unit for overtime hours incurred related to the Community Oriented Policing Services (COPS), Child Sexual Predator Program Grant, and approved by the State's Authorized Representative.

3 Payment

- A. Itemized invoices will be filed by the Governmental Unit's Authorized Representative of this agreement with the State's Authorized Representative of this agreement in arrears, monthly and within 30 days of the period in which service and/or training were provided.
- B. Reimbursement to the Governmental Unit will be made by the State within 30 days of the date of invoice, and will be paid directly to the City of St. Paul, Police Department, Accounts Receivable, 367 Grove Street, St. Paul, MN 55101.
- C. Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Governmental Unit as a result of this agreement will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the commissioner of Employee Relations. The Governmental Unit will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the prior approval of the State's Authorized Representative for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.
- D. The State has a total Expense Budget of \$241,481.00 that was approved under the Community Oriented Policing Services (COPS), Child Sexual Predator Program Grant for investigative overtime hours and expense reimbursement. Based on the number of Governmental Units participating in the COPS Child Sexual Predator Program the total obligation of the State for reimbursement of investigative overtime hours and expenses will not exceed \$5,000.00 for any one Governmental Unit, unless approved by the State's Authorized Representative.
- E. Federal Funds. Payments under this agreement will be made from federal funds obtained by the State through Title Child Sexual Predator Program CFDA number 16.710 of the Violent Crime Control and Law Enforcement Act of 1994. The Governmental Unit is responsible for compliance with all federal requirements imposed on these

funds and accepts full financial responsibility for any requirements imposed by the Governmental Unit's failure to comply with federal requirements.

4 Authorized Representatives

The State's Authorized Representative is <u>Eric Knutson</u>, <u>Special Agent in Charge</u>, 1430 Maryland Avenue E., St. Paul, <u>Minnesota 55106</u>, telephone number 651-793-7000, or his/her successor.

The Governmental Unit's Authorized Representative is <u>Neil Nelson, Commander, 367 Grove Street, St. Paul, MN 55101, 651-793-1045</u>, or his/her successor.

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 Liability

The Governmental Unit will indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this agreement by the Governmental Unit or the Governmental Unit's agents or employees. This clause will not be construed to bar any legal remedies the Governmental Unit may have for the State's failure to fulfill its obligations under this agreement.

7 State Audits

The Governmental Unit shall participate fully in any audits required by the U.S. Department of Justice; and under Minn. Stat. § 16C.05, subd. 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, Minn. Stat. 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 Minn. Stat. § 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	3. STATE AGENCY
Individual certifies that funds have been encumbered as	, , , , , , , , , , , , , , , , , , ,
required by Minn. Stat. §§ 16A.15 and 164.05.	By:
Landan	(with delegated authority)
Signed: Signed:	Title: NCS 1. SUP'T
Date:	Date: 6-25-09
Agreement No. <u>3000-1382</u>	
	4. COMMISSIONER OF ADMINISTRATION
Λ	delegated to Materials Management Division
2. GOVERNMENTAL UNIT 2 /	2/1/20.11
ba Mill	By: ////////////////////////////////////
By:	7 7 7 110
	Date: All Jan 237
Title: list of FU/RE	
1/1/23/301	hadar `
Date: 4/39/09	#19473
By: White	
Title: City Attorney	· ·
Title: - Off Accorney	,
Date: 6-2-09	
Date: 6-5-09	
Pro My San	
By: / /////////	·
	Dintaibantia
Tithey Director, FSO	Distribution: Agency
	Governmental Unit
Date:	State's Authorized Representative - Photo Copy
	2 may 21 manufact to produce 1 11010 Copy

St. Paul Police Department

INVOICE

St. Paul Police Department 367 Grove Street St. Paul, MN 55101 Telephone: 651-291-1111 Fax: 651-266-5675 www.stpaul.gov/depts/police/

BILL TO: Bureau of Criminal Apprehension Eric Knutson, Special Agent in Charge 1430 Maryland Avenue East St. Paul, MN 55106-2802 651/793-1004 Fax: 651/793-1005 TTY: 651/282-6555 Internet: http://www.dps.state.mn.us/bca

INVOICE NO .:

DATE:

HOURS	DESCRIPTION	RATE	TOTAL
	Reimbursement for Computer Forensic Analyst and/or Investigators, Internet Crimes Against Children, for the month of		
-	Reference: Agreement # 3000-1382		
	Employee's Name and Rank Employee ID: 01234567	\$	\$
	Overtime hours @ \$		
	Employee's Name and Rank Employee ID: 98765432	\$	 -\$
;	Overtime hours @ \$		
	{Reimbursement of expenses if pre-approved by State's Authorized Rep.)	\$	\$
	I certify the above to be correct, and the amount claimed to be due and payable.		
1 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	Neil Nelson, Commander St. Paul Police Department		
(<i>Payment Details</i> □ Electronic Fund Transfer (EFT) □ Warrant	Sub Total Tax Identification Number: xx-xxxxxx	\$
		TOTAL	\$

Please include invoice numbers with payment