

RESOLUTION CITY OF SAINT PAUL, MINNESOTA

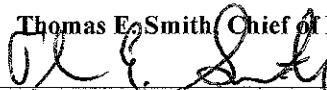
Presented by _____

1 WHEREAS, the City of Saint Paul Police Department (SPPD) desires to enter into an agreement with
2 Colby Reineke for his professional services as it relates to the production of an on-line version of the
3 Saint Paul Police Manual (SPPM), and
4
5 WHEREAS, the Colby Reineke will donate his time to provide the professional services to perform the
6 tasks as detailed in the agreement a market value of approximately five thousand dollars (\$5,000); and
7
8 WHEREAS, the SPPD will incur all expenses relating to the uploading and maintenance of the project at
9 a cost not to exceed \$500 per year; and
10
11 WHEREAS, the public purpose of this donation is to provide the SPPD with access to an up-to-date
12 department manual using the application developed by Mr. Reineke; and
13
14 THEREFORE BE IT RESOLVED, that the City Council accepts this generous donation and extends its
15 sincere thanks to Mr. Reineke.
16

	Yea	Nay	Absent
Bostrom			
Brendmoen			
Khaliq (Interim)			
Lantry			
Stark			
Thune			
Tolbert			

Requested by Department of: **POLICE**

By: Thomas E. Smith Chief of Police



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 # _____

Between the City of Saint Paul and

THIS AGREEMENT, made and entered into this 11th day of September, 2013, by and between the City of Saint Paul, Minnesota, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as "City" and Coby Reincke, whose address is _____, hereinafter called "Consultant"

The City and Consultant, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, agree as follows:

SECTION 1: Scope of Services. The City does hereby request the Consultant to furnish professional services and to perform those tasks outlined below. The specific tasks, deliverables, time lines, etc. that make up these services are as follows:

1. Consultant will produce an on-line version of the Saint Paul Police Manual (SPPM) at no charge to the City.
2. Consultant will upload the SPPM in a manner that will allow employees of the department access to the SPPM via electronic devices to include portable devices as well as fixed locations.
3. Consultant will turn over all information to the City once the application is completed including location of files and passwords in order for the City to maintain and update the application.

SECTION 2: Time For Completion. The services described in Section 1 above shall be commenced upon execution of the Agreement and will be completed no later than January 1, 2014.

SECTION 3: Billings and Payment. That for Consultant's faithful performance of this Agreement, the City hereby agrees to compensate the Consultant in the amounts and according to the following schedule:

Consultant has agreed to accept no payment for this service, however all expenses related to uploading and maintaining the project shall be paid for by the department. These expenses are expected to be under \$500 per year. The value of the services being rendered is approximately \$5000.

SECTION 4: Ownership of Work Products. All deliverable work products and supporting documentation that result from the Consultant's services under this Agreement shall become the property of the City, with no right, title, or interest in said work product or supporting documentation vesting in the Consultant. Consultant shall have the right to take credit for the production of the product as needed.

SECTION 5: Independent Contractor. It is agreed by the parties that, at all times and for all purposes within the scope of this Agreement, the relationship of the Consultant to the City is that of independent contractor and not that of employee. No statement contained in this Agreement shall be construed so as to find Consultant an employee of the City, and Consultant shall be entitled to none of the rights, privileges, or benefits of Saint Paul employees.

SECTION 6: Compliance with Applicable Law. Consultant agrees to comply with all

federal, state, and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they related to the Consultant's performance of the provisions of this Agreement. It shall be the obligation of the Consultant to apply for, pay for, and obtain all permits and/or licenses required.

SECTION 7: Hold Harmless. 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.

SECTION 9: Termination. Either party to this Agreement may terminate it by giving no less than thirty (30) days written notice of the intent to terminate to the other party. In the event of termination, Consultant will be paid by City for all service actually, timely, and faithfully rendered up to the receipt of the notice of termination and thereafter until the date of termination.

SECTION 10: Amendment or Changes to Agreement. City or Consultant 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 advance by the City. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when reduced to writing and duly signed by the parties.

SECTION 11: 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. The Agreement shall be interpreted and construed according to the laws of the State of Minnesota.

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

For the City:

Director, Office of Financial Services

Approved as to form:

For the Consultant

By

Its

Date:

10/18/13

Department of Police

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