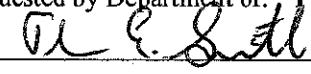


RESOLUTION CITY OF SAINT PAUL, MINNESOTA

Presented by _____

1 WHEREAS, the City of Saint Paul, Police Department is authorized to enter into the attached Joint
 2 Powers Agreement with the State of Minnesota, through its Office of Traffic Safety which includes an
 3 indemnification clause; and
 4
 5 WHEREAS, this agreement will allow the police department to further develop the existing real time officer
 6 reporting tool by designing new features, making changes to existing features and testing to ensure
 7 compatibility with the State of Minnesota Department of Public Safety processes, security standards and
 8 can be successfully integrated with tools used by business partners ; and
 9
 10 WHEREAS, the City of Saint Paul Police Department will be reimbursed by the state for all actual hours of
 11 resource time used to meet the obligations as outlined in the agreement, and
 12
 13 WHEREAS, the term of the agreement will run from October 1, 2012 and expire on September 30, 2013
 14 and the total obligation of the contract will not exceed a total of \$75,000; and
 15
 16 THEREFORE BE IT RESOLVED, the Saint Paul City Council authorizes the City of Saint Paul to enter
 17 into, and Chief Thomas E. Smith to implement the attached agreement with the State of Minnesota which
 18 includes an indemnification clause.
 19
 20

	Yeas	Nays	Absent
Bostrom			
Brendmoen			
Carter			
Lantry			
Stark			
Thune			
Tolbert			

Requested by Department of: **POLICE**

 By: **Thomas E. Smith, Chief of Police**

Form Approved by City Attorney
 By: _____

Form 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 Director of the Office of Traffic Safety ("State") and the City of Saint Paul, on behalf of its Police Department, 367 Grove Street, St. Paul, MN 55101 ("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 enhancing a reporting system to ensure accuracy and compliance with federal grant data gathering requirements.

Agreement

1 Term of Agreement

- 1.1 **Effective date:** October 1, 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:** September 30, 2013, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Agreement between the Parties

The Governmental Unit will further develop an existing real time officer reporting tool by designing new features, making changes to existing features, and testing to ensure the product is compatible with the Department of Public Safety processes, security standards, and can be successfully integrated with tools used by business partners. Changes will be reflected in the written project documentation and agreed upon by the Authorized Representative of both the Office of Traffic Safety and the St. Paul Police Department. The Governmental Unit will also participate in conferences and trainings, upon request of the State.

3 Payment

The Office of Traffic Safety will reimburse the St. Paul Police Department for actual hours of resources time used to meet the obligations outlined in this agreement. The total obligation of the State under this agreement will not exceed \$75,000.00.

Payment will be made in arrears not more often than monthly, for services provided and performed and accepted by the State's Authorized Representative. Final invoice must be submitted no later than October 31, 2013.

4 Authorized Representatives

The State's Authorized Representative is Lori Bounds, E-Grants Coordinator, 445 Minnesota Street Suite 150, St. Paul, MN 55101, 651-201-7077, or his/her successor.

The Governmental Unit's Authorized Representative is Jeremy Ellison, Sergeant, 367 Grove Street, St. Paul, MN 55101, 651-266-5517, 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 Indemnification

In the performance of this contract by the Governmental Unit, or Governmental Unit's agents or employees, the Governmental Unit must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the state, to the extent caused by Governmental Unit's:

- 1) Intentional, willful, or negligent acts or omissions; or
- 2) Actions that give rise to strict liability; or
- 3) Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole or partial negligence. This clause will not be construed to bar any legal remedies or defenses the Governmental Unit may have against third parties/State or for the State's actions and/or failure to fulfill its obligation under this contract.

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.

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Office of Traffic Safety

444 Cedar Street • Suite 150 • Saint Paul, Minnesota 55101-5150
Phone: 651.201.7065 • Fax: 651.297.4844 • TTY: 651.282.6555
www.dps.state.mn.us

October 30, 2012

Alcohol
and Gambling
Enforcement

Emergency
Communication
Networks

Bureau of
Criminal
Apprehension

Driver
and Vehicle
Services

Homeland
Security and
Emergency
Management

Minnesota
State Patrol

Office of
Communications

Office of
Justice Programs

Office of
Traffic Safety

State Fire
Marshal and
Pipeline Safety

St. Paul Police Department
Sgt. Jeremy Ellison
367 Grove Street
St. Paul, MN 55101

Sgt. Ellison:

The Office of Traffic Safety has initiated a Joint Powers Agreement (contract #53763) with your department to enhance the Real-Time Officer Activity Reporting System. This agreement is federally funded under the 402 Program, authorized by 23 U.S.C. Section 402 (Highway Safety Act of 1966) and is to be used to implement traffic safety projects. The Catalog of Federal Domestic Assistance (CFDA) number for this funding is 20.600.

Thank you for your efforts; I look forward to working with you again in the coming year. Do not hesitate to call or email if I can be of any assistance.

Sincerely,

A handwritten signature in cursive script that reads "L. Bounds".

Lori Bounds
MN Office of Traffic Safety
651-201-7077
loretta.bounds@state.mn.us