

## RESOLUTION CITY OF SAINT PAUL, MINNESOTA

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

- 1 Signatures on the attached Joint Powers Agreement, which includes an indemnification clause between the
- 2 City of Saint Paul, Police Department and the Metro Gang Strike Force (MGSF) Advisory Board. The
- 3 City of Saint Paul Police Department sworn and non-sworn employees will conduct an inventory of the
- 4 MGSF property currently in the custody of the City in its crime lab and property room.

	Yeas	Nays	Absent
Bostrom			
Carter			
Harris			
Helgen			
Lantry			
Stark			
Thune			

Requested by Department of: \_\_\_\_\_

By: *J. Smith*

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: \_\_\_\_\_

JOINT POWERS AGREEMENT BETWEEN THE METRO GANG STRIKE FORCE  
ADVISORY BOARD AND THE CITY OF SAINT PAUL POLICE DEPARTMENT  
FOR PROPERTY INVENTORY SERVICES

THIS AGREEMENT, made this December 1, 2010, by and between the Metro Gang Strike Force Advisory Board, hereinafter referred to as "Board", a joint powers agency of the State of Minnesota and CITY OF SAINT PAUL POLICE DEPARTMENT, hereinafter referred to as "City",

WHEREAS, The Parties, through their Agencies, wish to conduct an inventory of the Metro Gang Strike Force ("MGSF") property currently in the custody of the City;

NOW THEREFORE, Pursuant to the authority contained in Minnesota Statutes § 471.59, commonly known as the Joint Powers Act, and in consideration of the mutual covenants herein contained and the benefits that each Party shall derive hereby, the Parties agree as follows:

1. **General.** The Board agrees to pay City for Saint Paul Police Department staff at an overtime basis for both sworn and non-sworn employees, including fringe benefits at 19% in an amount not to exceed \$4,500.00 for the Scope of Services described in Section 2. The work is to be completed within 60 days after the Agreement is fully signed and executed by both parties.
2. **Scope of Services.** The City will provide both sworn and non-sworn employees to conduct an inventory of MGSF property currently in the custody of the City in its crime lab and property room. The City will input the inventory data on the Excel inventory spreadsheet format provided by Chief Manila Shaver ("Chief Shaver") of the Board . The City shall notify Chief Shaver upon completion of the inventory process so that the MGSF property can be released to the custody of the Board. The City acknowledges and understands that it is inventorying potential evidence and will utilize its best practices and all appropriate St. Paul Police Department policies when handling such evidence.
3. **Term of Agreement.** This Agreement will cover the period of 60 days from when the Agreement is fully signed and executed by both parties.
4. **Condition of Employment.** All services and duties performed by the City employees will be within the course of employment by the City. Sworn and non-sworn employees, as City employees assigned under the Agreement, will remain employees of the City and, therefore, are covered by the City's Workers Compensation Program, will be paid by the City, and are entitled to all benefits provided by their employer.

5. **Indemnification and Hold Harmless.** Each Party will indemnify and hold harmless the other party for actions and representations made by its own employees, officials, agents and representatives, which occur in the performance of the terms of this Agreement or their employment duties 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 or that party's employees, officials, agents or representatives and the results thereof. Neither the City nor its employees shall acquire rights to tenure, workers compensation benefits or other rights or benefits offered to employees of the Board. The liability of the Parties shall be limited and governed by provision of the Minnesota Torts Claim Act, Minnesota Statutes Chapter 466, et seq., and other applicable law.
6. **Performance.** Both Parties accept full responsibility for performance of the duties outlined herein but neither the City nor the Board shall be held responsible for non-performance of its duties or responsibilities under this Agreement if the Party's performance was prevented by acts or events beyond the Party's reasonable control, including but not limited to: severe weather and storms, earthquake or other natural occurrences, strikes and other labor unrest, power failures, electrical power surges or current fluctuations, nuclear or other civil or military emergencies, or acts of legislative, judicial, executive, or administrative authorities. Additionally, each City employee will remain under the City's direction and control, and will be subject to police emergency recalls for service, activation of any Tactical Alert throughout the City, and/or as officer necessities arise elsewhere in the City. Emergency recall/tactical alert/officer necessity decisions are within the City's discretion and are not subject to question or liability under this Agreement.
7. **Data Privacy.** The City and Board agree to abide by Minnesota Statutes (Minnesota Government Data Practices Act) as well as any other applicable federal, state, and local laws and ordinances.
8. **Changes.**
  - a. The City or Board may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes and methods must be agreed to and authorized in writing in advance by the City and Board. Any alterations, amendments, deletions or waivers of the provisions of this Agreement shall be valid only when reduced to writing and duly executed by the Parties.
  - b. It is understood and agreed that this entire Agreement supersedes any and all oral agreements and negotiations between the Parties relating to the subject matter herein.
9. **Payments and Billings.** The Board shall make payment to the City within 30 days after completion of the work and invoiced bill.

10. **Termination.**

- a. In the event either Party terminates the Agreement for any reason, the City shall bill and be paid for work done until the time of termination.
- b. If either Party wishes to terminate this agreement, it must do so within 10 days of the date of this Agreement, unless otherwise provided herein. Termination may occur according to a schedule mutually agreed upon in writing by both Parties.

11. **Miscellaneous.**

- a. Any failure of a Party to assert any right under this Agreement shall not constitute a waiver or a termination of that right, this Agreement, or any provisions of this Agreement.
- b. If a court or government agency with proper jurisdiction determines that any provision of this Agreement is unlawful and rules such provision void, the balance of this Agreement shall remain intact and in full force and effect.
- c. This Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation related to this Agreement shall be the venue of the District Court of the County of Ramsey, Second Judicial District, State of Minnesota.

12. **Notices.** Written notices required by this Agreement are to be addressed to the following representatives of each party:

**City:**

Assistant Chief Kathy Wuorinen  
City of Saint Paul  
Police Department

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367 Grove Street  
Saint Paul, MN 55101

**Board:**

Chief Manila Shaver  
MGSF Advisory Board Chairperson  
1616 Humboldt Avenue  
West St. Paul, MN 55118

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

**CITY OF SAINT PAUL**

Approved as to Form:

\_\_\_\_\_  
Assistant City Attorney

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

By: \_\_\_\_\_  
Director, Department of Finance  
And Management Services

By: \_\_\_\_\_  
Police Chief

**METRO GANG STRIKE FORCE ADVISORY BOARD**

By: \_\_\_\_\_  
Chief Manila Shaver, Chairperson