

## 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 Commissioner of Public Safety, Bureau of  
 3 Criminal Apprehension(BCA) – Forensic Science Service; and  
 4  
 5 WHEREAS, this agreement will allow the state to authorize its qualified scientists to re-examine drug  
 6 cases previously tested by the Saint Paul Police Department Crime Lab as identified by Ramsey, Dakota  
 7 and Washington county attorneys; and  
 8  
 9 WHEREAS, the City of Saint Paul Police Department will reimburse the state for all costs for overtime  
 10 incurred by the state’s drug scientists for the re-analysis submitted by the counties in controlled substance  
 11 criminal cases in which trials are pending during the term of the agreement; and  
 12  
 13 WHEREAS, the term of the agreement will run from August 1, 2012 and expire on June 30, 2013 and the  
 14 total obligation of the contract will not exceed a total of \$50,000; and  
 15  
 16 THEREFORE BE IT RESOLVED, the Saint Paul City Council approves these changes to the 2012 budget  
 17 and authorizes the City of Saint Paul to enter into, and Chief Thomas E. Smith to implement the attached  
 18 agreement with the Ramsey County.  
 19  
 20

	Yeas	Nays	Absent
Bostrom			
Brendmoen			
Carter			
Lantry			
Stark			
Thune			
Tolbert			

Requested by Department of: **POLICE**  
*Thomas E. Smith*

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

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 its Commissioner of Public Safety, Bureau of Criminal Apprehension - Forensic Science Service ("State") and the City of Saint Paul, Saint Paul Police Department ("Governmental Unit").

**Recitals**

1. Under Minn. Stat. § 471.59, subd. 10, the State is empowered to engage such assistance as deemed necessary.
2. Under Minn. Stat. § 471.59, subd. 3, the State is authorized to receive funds from the Governmental Unit to carry out the purposes of this agreement.
3. The Governmental Unit is in need of reanalysis of Forensic Controlled Substance (drug) analysis and associated courtroom testimony related to physical evidence recovered from crime scenes and is able to reimburse the State for the overtime services of Drug scientists employed by the State.
4. The State represents that it is duly qualified and agrees to provide the services described in this contract.

**Agreement**

**1 Term of Agreement**

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

**2 Agreement between the Parties**

- 2.1 The State will authorize its qualified Scientist's to re-examine drug cases previously tested by the St. Paul P.D. Crime Lab as identified by the County Attorneys of Ramsey, Dakota and Washington Counties. The analysis will follow all BCA Laboratory policies and procedures in place for drug identification as prescribed by its ASCLD/LAB-International accreditation. Said overtime will include overtime for the peer and administrative review of these cases.
- 2.2 The Governmental Unit will reimburse the State for all costs for overtime incurred by drug scientists for the re-analysis of St. Paul P.D. Crime Lab Drug cases, sent from Ramsey, Dakota and Washington Counties, in controlled substance criminal cases in which trials are pending during the term of this agreement. The Government Unit's Authorized Representative of this agreement will meet with the State's Authorized Representative of this agreement as needed to establish and/or review case lists for re-analysis, the priority case lists and/or if needed to obtain progress reports.

**3 Payment**

The Governmental Unit will reimburse the State for the actual overtime incurred by the BCA for reanalysis of St. Paul P.D. Crime Lab Drug cases under this agreement. This overtime amount includes salary and fringes. The State will cover the costs of space, equipment, supplies and other costs associated with drug re-analysis.

The total obligation of the Government Unit under this agreement will not exceed a total of \$50,000.00, unless agreed upon by both parties and this contract is so amended.

Itemized invoices will be filed by the State's Authorized Representative of this agreement with the Governmental Unit's Authorized Representative of this agreement in arrears, monthly and within 30 days of the period covered by the invoice for costs incurred.

Reimbursement to the State will be made by the Governmental Unit within 30 days of date of invoice, and will be paid directly to the Minnesota Department of Public Safety with payment being sent to the State's accounting officer: MN Dept. of Public Safety, Office of Fiscal & Administrative Services, Attn: Gary Johnson, 444 Cedar Street, Suite 126, Town Square, St. Paul, MN 55151-5126.

#### 4 Authorized Representatives

The State's Authorized Representative is Frank Dolejsi, Director, BCA Forensic Science Laboratory, 1430 Maryland Ave. E., St. Paul, MN 55106, 651-793-1008, or his successor.

The Saint Paul Police Department Authorized Representative is Senior Commander Colleen Luna or her successor, Saint Paul Police Department, 367 Grove Street, Saint Paul, MN 55101, 651-266-5606.

#### 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

Each party will be responsible for its own acts and behavior and the results thereof. The Minnesota Torts Claims Act, Minn. Stat. § 3.736, Minnesota Statute 466.01 et seq., Minnesota Statute 471.59 and other applicable laws governing the Government Unit's liability.

#### 7 State Audits

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 Governmental Unit may immediately terminate this agreement if it does not obtain funding from the Saint Paul City Council, 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 State. The Governmental Unit is not obligated to pay for any services that are provided after notice and effective date of termination. However, the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The Governmental Unit will not be assessed any penalty if the agreement is terminated because of the decision of the Saint Paul City Council, or other funding source, not to appropriate funds. The Governmental Unit must provide the State notice of the lack of funding within a reasonable time of the Governmental Unit's receiving that notice.

**1. STATE ENCUMBRANCE VERIFICATION**

*Individual certifies that no encumbrance is required by Minn. Stat. §§16A.15 and 16C.05.*

Signed: [Signature]

Date: 8/10/12

**3. STATE AGENCY**

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

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

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

SWIFT Contract No. 51274

**4. COMMISSIONER OF ADMINISTRATION**

delegated to Materials Management Division

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

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

**2. GOVERNMENTAL UNIT**

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

Title: Chief of Police

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

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

Title: Director of Financial Services

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

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

Title: Assistant City Attorney

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

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