

## RESOLUTION CITY OF SAINT PAUL, MINNESOTA

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

1 RESOLVED, that the City of Saint Paul, Police Department is authorized to enter into the attached  
2 agreement with Independent School District #625 to provide the School Police Patrol Program to schools  
3 in the City of Saint Paul during the period of 2010-2011 school year. A copy of said agreement is to be  
4 kept on file and on record in the Office of Financial Services.

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	Yeas	Nays	Absent
Benanav			
Bostrom			
Harris			
Helgen			
Lantry			
Montgomery			
Thune			

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

By: T. Smith

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: \_\_\_\_\_

## AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_ 2011, by and between INDEPENDENT SCHOOL DISTRICT 625, hereinafter referred to as "District" and CITY OF SAINT PAUL POLICE DEPARTMENT, hereinafter referred to as "City",

IT IS HEREBY AGREED by and between the parties as follows:

### I.

District agrees to pay City for the salary cost incurred to the assignment of 1 sworn police officer for duties and services to be performed on behalf of the District during the period of the 2010-2011 school year. Attached hereto as Exhibit "A" is the Scope of Services for this Agreement. The Scope of Services, duties, time periods, and rates for this Agreement.

### II.

District will pay City for services and duties for the time periods and at the rates listed in Exhibit "A".

### III.

City will perform services and duties in accordance with Exhibit "A" as directed by the District.

### IV.

All services and duties performed by the assigned Officer will be within the course and duty of employment of the City. Officer as a City employee assigned under the Agreement will remain an employee of the City, and therefore, is covered by the City's Workers Compensation program; will be paid by the City and entitled to City fringe benefits. Officer assigned under the Agreement will be expected to abide by and are governed by the rules and regulations of the City.

### V.

Cost of services for said program shall not exceed the sum of fifty thousand sixty five dollars and fourty cents. (\$50,065.40)

VI.

That the contract time shall be in accordance with the schedule mutually agreed upon between the District and the City as detailed in Attachment "A".

VII.

That the City and the District agree to abide by Chapter 13 of Minnesota Statutes (Minnesota Government Data Practices Act) as well as any other applicable federal, state and local laws or ordinances.

VIII.

That each party agrees it will be responsible for its own and its employees, officials, agents, and representatives 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 or that party's employees, officials, agents or representatives and the results thereof. The liability of the parties shall be limited and governed by the provision of the Minnesota Torts Claims Act, Minnesota Statutes Chapter 466, et seq. and other applicable law.

IX.

That the City and the District may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes and methods must be authorized in writing in advance by the District and the City.

X.

That 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.

XI.

That any failure of a party to assert any right under this Agreement shall not constitute a waiver of termination of that right, this Agreement, or any provision of this Agreement.

XII.

That if a court or governmental agency with proper jurisdiction determines that this Agreement, or a provision therein, is unlawful, this agreement or that provision shall terminate. If a provision is so terminated and the parties can commercially and practicably continue this Agreement without the terminated provision, the remainder of this Agreement can continue in effect.

XIII.

That this Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation related to this Agreement shall be venued in the District Court of the County of Ramsey, Second Judicial District, and State of Minnesota.

XIV.

That neither the City nor the District 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 military emergencies, or acts of legislative, judicial, executive or administrative authorities. Additionally, the Officer will remain under the City's direction and control, and will be subject to serious police emergency recalls for service and /or activation of any tactical alert throughout the City if the need arises. Emergency recall/tactical alert decisions are within the City's discretion and are not subjected to question or liability under this Agreement.

XV.

That it is understood and agreed that this entire Agreement supersedes all oral agreements and negotiations between parties relating to the subject matter herein.

XVI

In cooperation with the District and City, a police officer will be assigned to these duties.

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

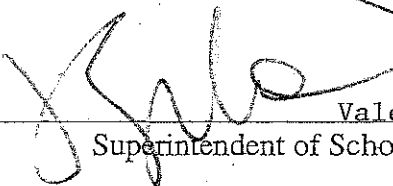
CITY OF SAINT PAUL

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

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

By \_\_\_\_\_  
Chief of Police

INDEPENDENT SCHOOL DISTRICT NO. 625

BY  \_\_\_\_\_  
Valeria Silva  
Superintendent of Schools

Approved as to Form:

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

\_\_\_\_\_ day of \_\_\_\_\_, 2011

\_\_\_\_\_  
Director, HREEO

Approved as to Form:

<sup>180x</sup> day of March, 2011

  
\_\_\_\_\_  
School Board Attorney

EXHIBIT "A"  
Saint Paul Public Schools  
Independent School District No. 625  
Transportation Department

The contract between the Saint Paul Police Department and the Saint Paul Public Schools for the Police Department to provide services for the elementary school patrol program shall include:

1. Contract Period:

A 46 week contract – up to 20 hours per week, not to exceed a total of 940 hours for the 2010-2011 school year. Inclusive dates are July 1, 2010 to June 30, 2011, excluding the periods of Winter Break and Spring Break.

2. Provide services to the schools in the areas of:

- a. Swearing in of school patrol officers.
- b. Training of school patrol officers.
- c. Assistance to and for building school patrol supervisors.
- d. Periodic supervision of school patrol corner crossings.
- e. Assist in determination of safe route to school(s).
- f. Training of summer school patrol members as needed.
- g. Supervision of summer school patrol members.

3. Salary:

Salary will be based upon the actual hourly rate of pay plus fringe benefits. Officer Charles Ly is currently assigned as School Patrol Officer. His 2010 hourly wage plus fringe benefits is \$48.66 / per hour.

Officer Ly's 2011 hourly wage plus fringe benefits is \$ 52.47 / per hour.

Estimated salary for the 2010-2011 school year is as follows:

July 1, 2010 thru December 17, 2010:  
22 Weeks @ 20 hours/week= 440 hours  
440 hours at \$48.66 / hour = \$ 21,410.40

January 2, 2011 thru June 30, 2011:  
25 weeks at 20 hours/week = 500 hours  
500 hours at \$ 52.47/ hour = \$ 26,235.00

Estimated 2010-2011 school year salary = \$ 47,645.40

4. Mileage:

Up to 400 miles/month for 11 months, not to exceed 4,400 miles at .55 ¢ per mile. Estimated cost: \$ 2,420.00

5. Conferences and meetings:

The school district will reimburse the school patrol officer for such expenses as are incurred while attending such meetings or conferences as may be requested by the District.