



City of Saint Paul

City Hall and Court
House
15 West Kellogg
Boulevard
Phone: 651-266-8560

Signature Copy

Resolution: RES 11-2342

File Number: RES 11-2342

Authorizing the Police Department to enter into a Joint Powers Agreement, which includes an indemnification clause, with the State of Minnesota, Office of Traffic Safety to enhance a reporting system to ensure accuracy and compliance with federal grant data gathering requirements.

RESOLVED, that the City of Saint Paul, Police Department is authorized to enter into the attached Joint Powers Agreement with the State of Minnesota, Office of Traffic Safety which includes an indemnification clause. This agreement includes that governmental unit will further develop an existing real time officer reporting tool by designing new features and make changes to existing features in order to enhance a reporting system to ensure accuracy and compliance with federal grant data gathering requirements. The Saint Paul Police Department will be reimbursed for actual hours of resources time used to meet the obligations of this agreement. A copy of the said agreement is to be kept on file and on record in the Office of Financial Services.

At a meeting of the City Council on 12/7/2011, this Resolution was Adopted.

Yea: 7 Councilmember Bostrom, Councilmember Carter III, Councilmember Harris, Councilmember Helgen, City Council President Lantry, Councilmember Thune, and Councilmember Stark

Nay: 0

Vote Attested by

Council Secretary Trudy Moloney
Trudy Moloney

Date 12/7/2011

Approved by the Mayor

Chris Coleman
Chris Coleman

Date _____

12/7 agenda


**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 Joint
 2 Powers Agreement with the State of Minnesota, Office of Traffic Safety which includes an indemnification
 3 clause. This agreement includes that governmental unit will further develop an existing real time officer
 4 reporting tool by designing new features and make changes to existing features in order to enhance a
 5 reporting system to ensure accuracy and compliance with federal grant data gathering requirements. The
 6 Saint Paul Police Department will be reimbursed for actual hours of resources time used to meet the
 7 obligations of this agreement. A copy of the said agreement is to be kept on file and on record in the
 8 Office of Financial Services.

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	Yeas	Nays	Absent
Benanav			
Bostrom			
Harris			
Helgen			
Lantry			
Montgomery			
Thune			

Requested by Department of **POLICE**


By: _____

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 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 7, 2011, 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, 2012, 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 to ensure the product is compatible with the Department of Public Safety processes, security standards, and its integration with tools with business partners. Changes will be reflected in the written project work plan and agreed upon by the Authorized Representative of both the Office of Traffic Safety and the St. Paul Police Department. Weekly progress reports will be sent from the St. Paul Police Department to the Office of Traffic Safety to communicate progress towards project goals.

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 \$24,000.00.

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 30, 2012.

4 Authorized Representatives

The State's Authorized Representative is Lori Bounds, E-Grants Coordinator, 444 Cedar 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.

(THE REMAINING PORTION OF THIS PAGE WAS INTENTIONALLY LEFT BLANK)

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statute §§ 16A.15 and 16C.05.

Signed: _____

Date: _____

SWIFT Purchase Order No. _____

2. GOVERNMENTAL UNIT

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By: _____

(With delegated authority)

Title: _____

Date: _____

4. COMMISSIONER OF ADMINISTRATION

As delegated to Materials Management Division

By: _____

Date: _____

Distribution:

Agency

Governmental Unit

State's Authorized Representative - Photo Copy

City Attorney

Director, Office of Financial Service