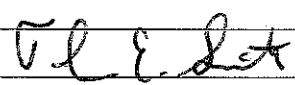


**RESOLUTION
 CITY OF SAINT PAUL, MINNESOTA**

Presented by _____

1 WHEREAS, the City of Saint Paul, Police Department was authorized to enter into a Joint Powers
 2 Agreement with the State of Minnesota, through its Office of Traffic Safety (CF RES 12-2079,
 3 Attachment A) which included an indemnification clause; and
 4
 5 WHEREAS, the State of Minnesota has issued an amendment to this agreement; and
 6
 7 WHEREAS, this amendment will allow the police department to further develop the existing real time
 8 officer reporting tool by designing new features, making changes to existing features and testing to
 9 ensure compatibility with the State of Minnesota Department of Public Safety processes, security
 10 standards and can be successfully integrated with tools used by business partners; and
 11
 12 WHEREAS, the City of Saint Paul Police Department will be reimbursed by the state for all actual hours
 13 of resource time used to meet the obligations as outlined in the agreement, and
 14
 15 WHEREAS, the amendment will extend the term of the agreement to September 30, 2014 and the total
 16 obligation of the contract will increase \$25,000 amending the total contract not to exceed \$100,000; and
 17
 18 THEREFORE BE IT RESOLVED, the Saint Paul City Council authorizes the City of Saint Paul to enter
 19 into, and Chief Thomas E. Smith to implement the attached amended agreement with the State of
 20 Minnesota which includes an indemnification clause.
 21

	Yeas	Nays	Absent	
Bostrom				Requested by Department of: POLICE  By: Thomas E. Smith, Chief of Police
Brendmoen				
Khaliq (Interim)				
Lantry				
Stark				
Thune				
Tolbert				
Adopted by Council: Date _____ Adoption Certified by Council Secretary By: _____ Approved by Mayor: Date _____ By: _____				Form Approved by City Attorney By: _____ Form Approved by Mayor for Submission to Council By: _____

Professional/Technical Contract Amendment

State of Minnesota

SWIFT Contract No.: 000000000000000000053763

SWIFT Purchase Order No. 3000014890

Contract Start Date:	<u>10/1/2012</u>	Total Contract Amount:	<u>\$ 100,000.00</u>
Original Contract Expiration Date:	<u>9/30/2013</u>	Original Contract:	<u>\$ 75,000.00</u>
Current Contract Expiration Date:	<u>9/30/2013</u>	Previous Amendment(s) Total:	<u>\$ 0.00</u>
Requested Contract Expiration Date:	<u>9/30/2014</u>	This Amendment:	<u>\$ 25,000.00</u>

This amendment is by and between the State of Minnesota, through its Commissioner of Public Safety, Office of Traffic Safety ("State") and City of St. Paul, on behalf of its Police Department, 367 Grove Street, St. Paul, MN 55101 ("Governmental Unit").

Recitals

1. The State has a contract with the Governmental Unit identified as SWIFT Contract Number 000000000000000000053763 ("Original Contract") to provide an upgrade to the Real-Time Officer Activity Reporting System.
2. The State is amending the contract services, exercising its option to renew the contract for an additional year, and adding funds to pay for services.
3. The State and the Contractor are willing to amend the Original Contract as stated below.

Contract Amendment

In this Amendment, changes to pre-existing Contract language will use strike through for deletions and underlining for insertions.

REVISION 1. Clause 1. "**Term of Agreement**" is amended as follows:

- 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~~ September 30, 2014, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

REVISION 2. Clause 2, "**Agreement between the Parties**" is amended as follows:

Through 5/31/13: 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.

Through 9/30/14: The Governmental Unit will assist in the design and testing of the real time officer reporting tool. This includes new features and changes to existing features 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.

REVISION 3. Clause 3, "Payment" is amended as follows:

The Office of Traffic Safety will reimburse the St. Paul Police Department for actual overtime 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~~ \$100,000.00.

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~~ October 31, 2014.

The Original Contract is incorporated into this amendment by reference.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Vukij L. Anthony
Date: 10-1-13

SWIFT Purchase Order No.: 3000014890

2. GOVERNMENTAL UNIT

The Governmental Unit certifies that the appropriate person(s) have executed the contract on behalf of the Governmental Unit as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____
Title: _____
Date: _____
By: _____
Title: _____
Date: _____

3. STATE AGENCY

Individual certifies the applicable provisions of Minn. Stat. §16C.08, subdivisions 2 and 3 are reaffirmed.

By: _____
(with delegated authority)
Title: _____
Date: _____

4. COMMISSIONER OF ADMINISTRATION

As delegated to Materials Management Division

By: _____
Date: _____

Distribution:
Agency
Contractor
State's Authorized Representative - Photo Copy

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.

(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.
ORIGINAL SIGNED

Signed: _____

Date: OCT 24 2012

SWIFT Purchase Order No. JANET JOHNSON

3. STATE AGENCY

By: Kathleen Henry
(With delegated authority)

Title: R.E. & TR Manager

Date: 12-21-12

4. COMMISSIONER OF ADMINISTRATION
As delegated to Materials Management Division

By: Day G Neen

Date: 12/27/12

31723

2. GOVERNMENTAL UNIT

By: [Signature]

Title: Chief of Police

Date: 11-15-2011

By: [Signature]

Title: City Attorney

Date: 12-12-12

By: [Signature]

Title: Director of Financial Services

Date: 12-13-12

436 34279
By: [Signature]

Title: Mayor, City of Saint Paul

Date: 12/14/12

By: [Signature]

Title: Director of Human Rights and Equal Employment Opportunity

Date: 12/18/12

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

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12-12-12
CR