

**RESOLUTION
 CITY OF SAINT PAUL, MINNESOTA**

Presented by _____

1 WHEREAS, the City of Saint Paul, Police Department (SPPD) wishes to enter into the Annual Plan Agreement
 2 with the State of Minnesota, State Patrol (State) which includes an indemnification clause; and
 3
 4 WHEREAS, this agreement contracts the SPPD to provide a qualified instructor to train in Standardized Field
 5 Sobriety Testing (SFST), Drug That Impair Driving (DTID, DWI-SFST Update (Update) and Occupant Protection
 6 Usage and Enforcement (OPUE) as outlined in Addendum A of the agreement; and
 7
 8 WHEREAS, for satisfactory performance the State will reimburse the SPPD for the instructor expense including
 9 overtime and benefits, not to exceed \$2,500; and
 10
 11 WHEREAS, a 2013 financing and spending plan needs to be established for these grant funds and the Mayor
 12 pursuant to Section 10.07.1 of the Charter of the City of Saint Paul, does certify that there are available for
 13 appropriation funds of \$2,500 in excess of those estimated in the 2013 budget; and
 14
 15 WHEREAS, the Mayor recommends that the following addition be made to the 2013 budget:

16 **2100 (436) Police Special Fund - Accounting Unit 1034254(34254)**

Account(Object Code)		CURRENT BUDGET	CHANGES	AMENDED BUDGET
Spending Changes				
50190 (0141)	Overtime		2,158	2,158
51930 (0439)	Fringe Benefits		342	342
TOTAL:		0	2,500	2,500
Financing Changes				
4398	Services – Special Projects	-	2,500	2,500
TOTAL:		0	2,500	2,500

28
 29 THEREFORE BE IT RESOLVED, that the council approves entering into and authorizes Chief Thomas Smith to
 30 implement the attached agreement, which includes an indemnification clause, with the State of Minnesota; and
 31 THEREFORE BE IT RESONLVED, that the council approves these changes to the 2013 budget.

	Yeas	Nays	Absent
Bostrom			
Brendmoen			
Khaliq (Interim)			
Lantry			
Stark			
Thune			
Tolbert			

Requested by Department of: **POLICE**

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

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: _____

Annual Plan Agreement

State of Minnesota

SWIFT Purchase Order ID No. 3000022432

This Annual Plan Agreement is for professional/technical services, interpreted pursuant to laws of the State of Minnesota, between Saint Paul Police Department, 367 Grove Street, Saint Paul, MN 55101 ("Contractor") and Minnesota State Patrol ("State").

Pursuant to Minnesota Statutes Section 15.061, the State is empowered to enter into professional/technical Agreements.

By written acceptance below, the Contractor agrees to perform the following work:

The contractor will provide an Instructor to provide training to various law enforcement personnel.

The instructor's duties will include:

- a) Coordinate training courses in Standardized Field Sobriety Testing (SFST), Drug that Impair Driving (DTID), DWI-SFST Update (Update), and Occupant Protection Usage and Enforcement (OPUE).
- b) All participating instructors must be licensed as Peace Officers as defined by the Minnesota Peace Officers Standards and Training (POST) Board.
- c) All participating instructors must be NHTSA recognized instructors as trained under the auspices of the office of Minnesota SFST/DRE Coordinator.
- d) All participating instructors must be in good standing and maintain consistently positive course critiques and evaluations.
- e) Participating instructors must adhere to the Minnesota Standard for SFST Training (Addendum A)
- f) Courses authorized for payment under this agreement will be assigned by the Minnesota SFST/DRE Coordinator.
- g) Courses sponsored by the participating instructor's home department will not be authorized reimbursement.
- h) Contractor will submit to the SFST/DRE Coordinator the following items within 10 days of the completion of course:
 - An invoice for the participating instructors with date and worked and overtime rate of pay (including fringe).
 - Roster of attendees
 - Final written exams
 - Course critiques
 - Alcohol workshop logs (where applicable)
 - Waiver of claims (where applicable)
- e) Contractors who do not meet these requirements may have their agreement cancelled for cause.

- f) Participating instructors providing services under this agreement are employees of the contractor and not employees of the State or Federal Government.
1. **Conditions of Payment** All services provided by the Contractor pursuant to this Annual Plan Agreement must be performed to the satisfaction of the State, as determined in the sole discretion of the State, and not in violation of any federal, state or local laws, ordinances, rules and regulations. The Contractor will not receive payment for work found by the State to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation. Under Minnesota Statutes Section 16C.08, subdivision 5(b), no more than 90 percent of the amount due under this Annual Plan Agreement may be paid until the final product of this Annual Plan Agreement has been reviewed by the State's agency head. The balance due will be paid when the State's agency head determines that the Contractor has satisfactorily fulfilled all the terms of this Annual Plan agreement.
 2. **Cancellation** This Annual Plan Agreement may be canceled by the State or the commissioner of Administration at any time, with or without cause, upon 30 days' written notice to the Contractor. In the event of such a cancellation, the Contractor will be entitled to payment, determined on a pro rata basis, for the work or services satisfactorily performed.
 3. **Amendments** Any amendments or modifications to this Annual Plan Agreement must be in writing and will not be effective until executed by the parties to this Agreement and approved by all State officials as required by law.
 4. **Indemnification** In the performance of this contract by Contractor, or Contractor's agents or employees, the contractor 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 Contractor'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 negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligation under this contract.
 5. **State Audit** The books, records, documents, and accounting procedures and practices of the Contractor and its employees or representatives, relevant to this Agreement must be made available and subject to examination by the State, including the State, Legislative Auditor, and State Auditor, for a minimum of six years from the end of this Annual Plan Agreement.
 6. **Government Data Practices Act** The Contractor must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the State in accordance with this Agreement, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the Contractor in accordance with this Agreement. The civil remedies of Minnesota Statutes Section 13.08, apply to the release of the data referred to in this Article by either the Contractor or the State. In the event the Contractor receives a request to release the data referred to in this Article, the Contractor must immediately notify the State. The State will give the Contractor instructions concerning the release of the data to the requesting party before the data is released.
 7. **Data Disclosure** Under Minnesota Statute § 270C.65, subdivision 3, and other applicable law, the Contractor consents to disclosure of its social security number, federal

employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the Contractor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

8. **Jurisdiction and Venue** This Annual Plan Agreement is governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this Annual Plan Agreement, or breach thereof, will be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

The Contractor must sign its approval in the designated signature block and return the original signed Agreement to the address shown below, prior to the commencement of services.

Agreement Begin Date: 9/1/2013 Agreement End Date: 6/30/2014.

The total amount that the State agrees to pay for the above services is: \$2,500.00

The Contractor must submit one invoice upon completion of the above services to:

Minnesota State Patrol Attn: (Lieutenant Don Marose)
SFST/DRE State Coordinator
445 Minnesota Street Suite 130
Saint Paul, MN 55101

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

Signed: Rita Stapfella

Date: 9-11-13

SWIFT PO ID# 3000-22432

2. CONTRACTOR

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

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By: _____

(with delegated authority)

Title: _____

Date: _____

**MINNESOTA STANDARDS FOR STANDARDIZED
FIELD SOBRIETY TESTING TRAINING**

08/13

1. All classes taught will strictly adhere to NHTSA polices as outlined in the ADMINISTRATOR'S GUIDE of the SFST instructor's manual.
2. All classes will use PowerPoint slides (or overheads) supplied by NHTSA. No alterations or changes will be made to the program.
3. All classes will be taught following the NHTSA supplied lesson plans and the Minnesota SFST Course Outline. No deviation from or alteration to the lesson plans or outline will be permitted.

4. All classes will be taught using the current edition of the NHTSA supplied SFST student manual, tests, and critiques. These supplies must be obtained from the Minnesota SFST Coordinator or their designee. Requests for supplies should be made at least two weeks prior to the class.
5. The length of instruction for Standardized Field Sobriety Testing (SFST) is 16 hours (exclusive of breaks). The course is authorized for 16 POST Board continuing education credits.

Length of instruction for Drugs That Impair Driving (DTID) - Stand Alone is 8 hours (exclusive of breaks). The course is authorized for 8 POST Board continuing education credits.

Length of instruction for DTID - Day Three is 6 hours (exclusive of breaks). The course is authorized for 6 POST Board continuing education credits.

Length of instruction for SFST/DWI Update (Update) is 4 hours (exclusive of breaks). The course is authorized for 4 POST Board continuing education credits.

Length of instruction for Occupant Protection Usage and Enforcement (OPUE) is 3 hours (exclusive of breaks). The course is authorized for 3 POST Board continuing education credits.
6. Further handouts and teaching aids relevant to Minnesota's SFST curriculum should be obtained through the Minnesota SFST Coordinator's office.
7. All classes will be taught in departmental uniform. That uniform will be clean, polished and in presentable condition.
8. Maintain classroom decorum free from harassment, profanity, and disparaging remarks.
9. SFST instructors must believe in the positive contribution that SFSTs have toward removing impaired drivers. Instructors should present themselves in a way that demonstrates that belief to every student in every class.
10. Insure that SFSTs are performed exactly as described. No deviation should be allowed during training.

11. *Instructors should arrive early to class to insure that the facility will accommodate all necessary aspects of training. Instructors should be set-up and prepared to begin class at the specified time. Instructor credibility hinges on preparedness and punctuality.*
12. *Instructors must be practitioners as well as instructors. Instructors that do not frequently use these skills lack credibility and practical knowledge.*
13. *Insure that the Alcohol Workshop is administered properly pursuant to NHTSA guidelines as outlined in the ADMINISTRATOR'S GUIDE of the SFST Instructor Manual. This includes, but is not limited to, correct dosing of volunteers, safe control of volunteer subjects, obtaining completed waivers, and safe transportation home.*

14. *Instructors should continually keep informed about new laws, court rulings, and defense tactics. These items go beyond the scope of the training; however are some of the most common inquiries by students.*
15. *Submit requisite documentation to Minnesota SFST Coordinator in a timely manner.*
16. *Instructors must consistently receive favorable student reviews or will be required to attend further training or be removed from the program.*
17. *Instructors must instruct on a regular basis. Instructors that regularly refuse offers to instruct will be removed from the program.*