Council File # _____
Green Sheet # _____

RESOLUTION
CITY OF SAINT PAUL, MINNESOTA

Presented by _____

WHEREAS, the City of Saint Paul, Police Department (SPPD) wishes to enter into the Annual Plan Agreement with the State of Minnesota, Department of Public Safety, Division of Homeland Security and Emergency Management which includes an indemnification clause; and

WHEREAS, this agreement will allow up to thirteen of the SPPD bomb unit to attend the maritime course on underwater search and explosive ordnance disposal being offered in Duluth, Minnesota; and

WHEREAS, for satisfactory performance the State will reimburse the SPPD for their travel expense; and

THEREFORE BE IT RESOLVED, that the council approves entering into and authorizes Chief Thomas Smith to implement the attached agreement, which includes an indemnification clause, with the State of Minnesota.

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

Adopted by Council: Date _____

Adoption Certified by Council Secretary

By: _____

Approved by Mayor: Date _____

By: _____

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: _____

Annual Plan Agreement

State of Minnesota
SWIFT Purchase Order ID No.3-23357

This Annual Plan Agreement is for professional/technical services, interpreted pursuant to laws of the State of Minnesota, between the City of Saint Paul, Police Department, ("Contractor") and Department of Public Safety, Division of Homeland Security and Emergency Management ("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: Allow its employees, up to 13 members of the Saint Paul Bomb Disposal Unit, to attend the Maritime Course on underwater search and explosive ordnance disposal, being offered in Duluth, Minnesota, from September 25 through September 26, 2013. Contractor will make and pay all of his/her own travel expenses and will submit one invoice with applicable receipts to obtain reimbursement.

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, subdivision3, 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: September 25, 2013 Agreement End Date: October 30, 2013

The total amount that the State agrees to pay for the above services is: an amount not to exceed $48.00 per person for up to 13 people, a total not to exceed $624.00.

The Contractor must submit one invoice with applicable original receipts upon completion of the above services to:

Sherrill Neudahl, Grants Specialist
Department of Public Safety
Division of Homeland Security and Emergency Management
445 Minnesota St., Suite 223
St. Paul, MN 55101-6223
Phone: (651) 201-7421 Fax: (651) 296-0459
E-mail: Sherrill.neudahl@state.mn.us

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

Signed: Sherrill Neudahl

Date: 10/10/13

SWIFT PO ID# 3-23357

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: Chief of Police

Date: _____

3. STATE AGENCY

By: _____
(with delegated authority)

Title: DEPUTY DIRECTOR

Date: 10/11/2013