

**RESOLUTION  
 CITY OF SAINT PAUL, MINNESOTA**

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

1 WHEREAS, the City of Saint Paul, Police Department is requesting authorization to enter into the  
 2 attached contract with the State of Minnesota, through its Commissioner of Public Safety, Bureau of  
 3 Criminal Apprehension (BCA) – Forensic Science Service; and

4  
 5 WHEREAS, this agreement will allow the state to authorize its qualified scientists to complete forensic  
 6 controlled substance analysis and associated courtroom testimony related to recovered physical  
 7 evidence; and

8  
 9 WHEREAS, the City of Saint Paul Police Department will reimburse the BCA for the services of two  
 10 scientists who will give priority to the department's cases; and

11  
 12 WHEREAS, the term of the agreement will run from March 1, 2013 and expire on February 28, 2015 or  
 13 until all obligations have been satisfactorily fulfilled, whichever occurs first and the total obligation of the  
 14 contract will not exceed a total of \$340,000.00; and

15  
 16 THEREFORE BE IT RESOLVED, the Saint Paul City Council authorizes the City of Saint Paul to enter  
 17 into, and Chief Thomas E. Smith to implement the attached agreement with the State of Minnesota.

18  
 19

	Yeas	Nays	Absent
Bostrom			
Brendmoen			
Carter			
Lantry			
Stark			
Thune			
Tolbert			

Requested by Department of: **POLICE**

  
 \_\_\_\_\_

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

Form Approved by City Attorney

By: \_\_\_\_\_

Form Approved by Mayor for Submission to Council

By: \_\_\_\_\_

Adopted by Council: Date \_\_\_\_\_

Adoption Certified by Council Secretary

By: \_\_\_\_\_

Approved by Mayor: Date \_\_\_\_\_

By: \_\_\_\_\_

**STATE OF MINNESOTA  
INCOME CONTRACT**

This agreement is between the State of Minnesota, acting through its Commissioner of Public Safety, Bureau of Criminal Apprehension - Forensic Science Service, 1420 Maryland Ave. E., St. Paul, MN 55106 ("State") and the City of Saint Paul, Saint Paul Police Department, whose designated address is 367 Grove St., St. Paul, MN 55101 ("Governmental Unit").

**Recitals**

1. Under Minn. Stat. § 471.59, subd. 10, the State is empowered to engage such assistance as deemed necessary.
2. Under Minn. Stat. § 471.59, subd. 3, the State is authorized to receive funds from the Governmental Unit to carry out the purposes of this agreement.
3. The Governmental Unit is in need of Forensic Controlled Substance (drug) analysis and associated courtroom testimony related to recovered physical evidence and is able to reimburse the State for the services of two scientists who will give priority to the Government Unit's cases and will be employed by the State.
4. The state represents that it is duly qualified and agrees to provide the services described in this contact

**Agreement**

**1 Term of Agreement**

- 1.1 **Effective date:** March 1, 2013, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** February 28, 2015, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**2 Agreement between the Parties**

- 2.1 The State will employ two Controlled Substance scientists that will be dedicated to the Government Unit's cases. Should the State be unable to hire fully trained Forensic Scientists, the State will hire and train a Forensic Scientist Trainee or Trainees. The training period will be between 9 months and one year depending on the experience level of the scientist. Once the scientist or scientists are on line (determined competent to work cases) the Governmental Unit may set the priority of the cases these scientists will work on by providing the State's Authorized Representative of this agreement with a priority case list. These scientists will be employees of the State and will assist in the technical review of Controlled Substances cases from other jurisdictions as well as complete proficiency tests required by the American Society of Crime Laboratory Accreditation Board (ASCLD/LAB) as directed by their supervisor. As such, they will follow all Minnesota Department of Public Safety, Minnesota Bureau of Criminal Apprehension (BCA) and State standard operating procedures, and policies
- 2.2 The Government Unit will reimburse the State for all costs for employing two Controlled Substance scientists during this agreement. The Government Unit's Authorized Representative of this agreement will meet with the State's Authorized Representative of this agreement as needed to establish and/or review priority case lists assigned to these scientists and/or if needed to obtain progress reports.

**3 Payment**

The Governmental Unit will reimburse the State up to but not exceeding a total of \$85,000.00 annually per scientist employed under this agreement. The amount includes salary, fringes, overtime, court testimony costs, and any training costs. The State will cover the costs of space, equipment, supplies and other costs associated with Controlled Substances analysis of the Government Unit's cases.

The total obligation of the Government Unit under this agreement will not exceed a total of \$340,000.00, unless agreed upon by both parties and this contract is so amended.

Itemized invoices will be filed by the State's Authorized Representative of this agreement with the Governmental Unit's Authorized Representative of this agreement in arrears, monthly and within 30 days of the period covered by the invoice for costs incurred.

Reimbursement to the State will be made by the Governmental Unit within 30 days of date of invoice, and will be paid directly to the Minnesota Department of Public Safety with payment being sent to the State's accounting officer: MN Dept of Public Safety, Office of Fiscal & Administrative Services, Attn: Gary Johnson, 444 Cedar Street, Suite 126, Town Square, St. Paul, MN 55151-5126.

**4 Authorized Representatives**

The State's Authorized Representative is Frank Dolejsi, Director, BCA Forensic Science Laboratory, 1430 Maryland Ave. E., St. Paul, MN 55106, 651-793-1008, or his successor.

The Saint Paul Police Department Authorized Representative is Assistant Chief Kathleen Wuorinen or her successor, Saint Paul Police Department, 367 Grove Street, Saint Paul, MN 55101, 651-266-5606.

**5 Amendments, Waiver, and Contract Complete**

5.1 *Amendments.* Any amendment to this contract 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 contract, or their successors in office.

5.2 *Waiver.* If the State fails to enforce any provision of this contract, that failure does not waive the provision or its right to enforce it.

5.3 *Contract Complete.* This contract contains all negotiations and agreements between the State and the Purchaser. No other understanding regarding this contract, whether written or oral, may be used to bind either party.

**6 Liability**

Each party will be responsible for its own acts and behavior and the results thereof. The Minnesota Torts Claims Act, Minn. Stat. § 3.736, Minnesota Statute 466.01 et seq., Minnesota Statute 471.59 and other applicable laws governing the Government Unit's liability.

**7 State Audits**

Under Minn. Stat. § 16C.05, subd. 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, Minn. Stat. Ch. 13, as it applies to all data provided by the Governmental Unit under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the State Unit under this agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Governmental Unit or the State.

If the State receives a request to release the data referred to in this Clause, the State must immediately notify the Governmental Unit. The Governmental Unit will give the State 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 City may immediately terminate this agreement if it does not obtain funding from the Saint Paul City Council, 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 State. The City is not obligated to pay for any services that are provided after notice and effective date of termination. However, the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The City will not be assessed any penalty if the agreement is terminated because of the decision of the City Council, or other funding source, not to appropriate funds. The City must provide the State notice of the lack of funding within a reasonable time of the City's receiving that notice.

**1. STATE ENCUMBRANCE VERIFICATION**

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

Signed: [Signature]  
Date: 2/4/13

SWIFT Purchase Order No. Not Applicable

**2. GOVERNMENTAL UNIT**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**3. STATE AGENCY**

By: [Signature]  
(with delegated authority)

Title: Director, IBCA Lab

Date: 2/4/13

**4. COMMISSIONER OF ADMINISTRATION**

delegated to Materials Management Division

By: \_\_\_\_\_

Date: \_\_\_\_\_

**Distribution:**

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