

**RESOLUTION
 CITY OF SAINT PAUL, MINNESOTA**

Presented by _____

1 WHEREAS, the City of Saint Paul Police Department (SPPD) wishes to enter into a Joint Powers
 2 Agreement with the State of Minnesota, acting through its Second Judicial District Court Administrator;
 3 and


4
 5 WHEREAS, the purpose of this agreement is to establish guidelines to enable owners of vehicles towed
 6 and cited in violation of a declared snow emergency and winter parking restrictions to pay their
 7 violations and fines in one place; and

8
 9 WHEREAS, the agreement establishes the one area for these payments to be the City of Saint Paul,
 10 Impound Lot; and

11
 12 THEREFORE BE IT RESOLVED, that the council approves entering into and authorized Chief Thomas
 13 Smith to implement the attached Joint Powers Agreement with the State of Minnesota.

14

	Yeas	Nays	Absent
Bostrom			
Brendmoen			
Lantry			
Stark			
Thao			
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: _____

Adopted by Council: Date _____

Adoption Certified by Council Secretary
 By: _____

Approved by Mayor: Date _____

By: _____

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 Second Judicial District Court Administrator ("State") and the City of Saint Paul, acting through its St. Paul Police Department ("SPPD").

Recitals

Under Minn. Stat. 471.59, subd. 10, the State and the SPPD are empowered to enter into joint power agreements. Currently, a vehicle owner who had a vehicle towed to the SPPD impound lot for a violation of a City of St. Paul declared snow emergency and winter parking restrictions, would have to recover their vehicle at the SPPD impound lot by paying towing and administrative fees. In addition, they must also go online, by phone, or in person at the Ramsey County Court House Traffic Violation Bureau ("TVB") or other court designated location, to pay for the snow emergency violation or winter parking restriction violation citation fine. Therefore, it would be beneficial for both the State and the SPPD to have owners pay their towed vehicle fees and snow emergency parking violations citations fines ("SEF") in one place, at the SPPD impound lot.

Agreement

1. Term of Agreement.

1.1 Effective Date: Upon obtaining the signature of the State's Senior Legal Counsel, this agreement shall be effective December 1, 2014.

1.2 Expiration Date: November 30, 2017.

2. Agreement Between the Parties.

2.1 Option Offered to Vehicle Owner to Pay at Impound Lot. When a vehicle is towed into the SPPD impound lot with a snow emergency parking violation citation, the vehicle owner will be given the option, by the SPPD impound lot staff, to pay the citation fine along with the towing and administrative fees charged to the vehicle owner, at the impound lot office.

2.2 Option to Collect Citation Fine. If vehicle owner wants to pay at the impound lot, the impound lot clerk will process the payment on the citation and give the vehicle owner a receipt that reflects that payment of the citation was made at the Impound Lot.

2.3 Option Declined. If vehicle owner declines option, the SEF may be paid at the TVB, another court location, by phone or online.

2.4 Intake Steps for Processing Option to Pay at the Impound Lot. Attached as Exhibit A are the Intake Steps for Snow Emergency Including New TVB Payments, which list the steps SPPD impound lot staff will follow to process the SEFs for owners who accept the option to pay at the impound lot.

2.5 Deposit and Financial agreement with respect to SEFs. The money collected for citation fines will be deposited by the SPPD to the City of St. Paul. The SPPD Impound Lot will provide a detailed list of all citation money collected, copies of which will be distributed to the City of St. Paul and TVB. This detailed list will be used by SPPD to reconcile the money deposited with the City of St. Paul. The TVB will use this report to

reconcile the citations and receipts received. The State will offset against the City of St. Paul's monthly Court Revenue Distribution Report of Revenue due to the City of St. Paul the SEF revenue collected and retained by the City of St. Paul for the month. Any returned payments (NSF's, Stop Payments. . .) will be handled by the SPPD Impound Lot; a report will be distributed to the City of St. Paul and the 2nd Judicial District.

2.6 Issues that Rise. Any issues that arise related to processing of the payments under this Agreement must be mutually resolved by both Parties. If issues are not resolved to the satisfaction of both Parties, either Party may terminate the Agreement with a 30 day written notice to the other Party, a termination available under Section 10 of the Agreement.

3. Consideration and Payment.

The following are potential benefits as consideration for this Agreement:

- (1) The State likely benefits by reducing the lines at TVB and other court locations, saving time, and making for a better customer experience.
- (2) The State likely benefits by reducing the number of appeals and therefore the amount of hearing officer time.
- (3) The State likely benefits by reducing the number of citations that go to collections.
- (4) The State likely benefits by increasing the amount of collections which then benefits St. Paul as the portion of revenue that St. Paul receives from the collections will also increase.
- (5) St. Paul also benefits because the portion of collections that St. Paul receives will accrue to St. Paul faster.
- (6) St. Paul likely benefits because of the positive customer service impact afforded by making the inconvenience of a customer having their car towed during a snow emergency less inconvenient by arranging a "one-stop shopping" scenario rather than the customer having to go to two different locations and make two different payments just to recover from having their car tagged and towed.
- (7) St. Paul likely benefits by reducing the amount of time property clerks have to spend dealing with disgruntled customers, explaining why they have to go two places to make their payments - time better spent on the efficient processing and release of impounded cars for each customer.
- (8) St. Paul likely benefits by reducing the number of customer complaints handled by the Impound Lot, the Mayor's Office, and Risk Management.
- (9) The moral of St. Paul impound lot employees will likely be better as it now affords them an option to offer when people are angry about their car being towed which is an effective customer-service technique.
- (10) Citizens of St. Paul will likely benefit because it will save them time in the aftermath of a snow emergency, reducing the inconvenience, and affording them a better customer-service experience in a difficult situation.

4. Authorized Representatives.

The State's Authorized Representative is the Manager of Traffic Violations Bureau: Ramsey District Court, 15 West Kellogg Blvd - Room 130, St. Paul, MN 55102 or his/her successor.

The SPPD's Authorized Representative is the Administrator of the SPPD Impound Lot, Saint Paul Police Department, 367 Grove Street, St. Paul, MN 55101 or his/her successor.

5. **Assignment, Amendments, Waiver, and Contract Complete.**
 - 5.1 **Assignment.** The SPPD 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 either Party fails to enforce any provision of this Agreement, that failure does not waive the provision or their rights to enforce it.
 - 5.4 **Contract Complete.** This Agreement contains all negotiations and agreements between the State and the SPPD. No other understanding regarding this Agreement, whether written or oral, may be used to bind either Party.
6. **Liability.**

Each Party agrees that it will be responsible for its own acts and/or omissions in carrying out the terms of this Agreement and the results thereof to the extent authorized by law and shall not be responsible for the acts and/or omissions of the other party and the results thereof. The liability of the State and the SPPD, its employees, officials and agents shall be governed and limited by respective provisions of the Minnesota Torts Claims Act, Minn. Stat. 3.736 and provisions of the Minnesota Torts Claims Act, Minn. Stat. 466, et seq. and other applicable law. This clause will not be construed to bar any legal remedies the Parties may have for failure of a Party to fulfill its obligations under this Agreement.
7. **State Audits.**

Under Minn. Stat. 16C.05, subd. 5, the SPPD'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 SPPD must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the SPPD under this Agreement. The State must comply with the Rules of Public Access to Records of the District Courts as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the court under this Agreement. The civil remedies of Minn. Stat. 13.08 apply to the release of the data referred to in this clause by the SPPD.
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 SPPD may terminate this Agreement at any time, with or without cause, upon 30 days written notice to the other Party.

ATTACHMENT A

Intake Steps for Snow Emergency Including New TVB Payments

Tow Intake (garage)

- Clerk fills-out intake card (all information is required).
[Note: out-of-state plates and no plates must have complete VIN rather than just the last 6 digits of the VIN].
- Clerk grabs citation from windshield and staples to intake card.
- Intake cards kept in numerical order.
- Intake cards taken to office.

Data Entry

- Clerk does initial data entry (Lic #, State, make, color, last six digits of VIN, zone, time in, tow company, location). Keep intake cards in numerical order.
[Note: ALL snow emergency tows are marked "SE" in "Tow Reason" no matter if it is a stolen or other. "Stolen", etc. can be noted in the narrative].
- Clerk runs registration by plate number and attaches to intake card.
- Clerk enters into ALERT
- [Note: if no registration info, place intake card in trouble bin].
- Clerk completes data entry by entering all complete information.
- Clerk places intake cards and attached citation in incoming files in numerical order.

Release

- Clerk retrieves intake card and citation and asks if customer would like to pay for citation at this time. [Note: We do not offer the option if no citation was received and is not attached to intake card].
- If customer answers "Yes", enter citation number in the "Citation Number" field on the "Release" page.
- Clerk then processes payment and prints receipt page as normal. Two separate bi-fold receipts (Impound and TVB) will print.
- Clerk separates citation from intake card and puts in lock box along with TVB copy of TVB receipt. Gives the customer copy of the Impound and TVB receipts to customer. If customer answers "No", process tow release normally - hand citation to owner along with Impound receipt and refer to TVB.
- TVB picks up lockbox containing citations and TVB's copies of receipts.

Reports

- Daily Financial Report and Daily Citation Report by date or date range is available on "Reports" menu - citations paid for by citation number, Lic. #, invoice #, amount, method of payment - detail report with total TVB citations paid and total dollars accepted Report is sent to TVBs
- TVB reconciles report with contents of lockboxes.

Special Notes:

- "SE" must be in Tow Type" for clerk to be able to enter citation number.
- Citation number must be entered on Release Page to allow program to add the court fine and fees to the total charge and to print the receipts.

City of Saint Paul

By: _____

Title: City Attorney

Date: _____

By: _____

Title: Chief of Police

Date: _____

By: _____

Title: Mayor

Date: _____

By: _____

Title: Director of the Office of Financial Service

Date: _____

Minnesota Judicial Branch

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____