

RESOLUTION CITY OF SAINT PAUL, MINNESOTA

Presented by _____

1 WHEREAS, the City of Saint Paul, Police Department, requests authorization to enter into the attached agreement with Walsh
 2 Construction Company AKA Walsh Group Construction (**Contractor**) to provide on duty police services for the affected areas
 3 related to the Central Corridor Light Rail Transit Project commencing June 27, 2011 and will be completed in accordance with
 4 the schedule agreed upon by the contractor but no longer than one year from the date of this agreement; and
 5

6 WHEREAS, a 2011 financing and spending plan needs to be established for these funds; and
 7

8 WHEREAS, the Mayor pursuant to Section 10.07.1 of the Charter of the City of Saint Paul, does certify that there are available
 9 for appropriation funds of **\$32,000** in excess of those estimated in the 2011 budget; and
 10

11 WHEREAS, the Mayor recommends that the following changes be made to the 2011 budget:

	Current Budget	Changes	Amended Budget
436- Special Fund			
Financing Plan-34263 Central Corridor Light Rail Project (CCLRP)			
4398 Services - Special Projects	-0-	32,000	32,000
 Spending Plan- 34263 (CCLRP)			
0141 - Overtime	-0-	26,745	26,745
0439 - Fringe Benefits	-0-	4,185	4,185
0449 - Workers' compensations	-0-	<u>1,070</u>	<u>1,070</u>
		32,000	32,000

28 THEREFORE BE IT RESOLVED, that the Saint Paul City Council authorizes the City of Saint Paul Police Department to enter
 29 into, and Chief Thomas Smith implement the attached agreement which includes an indemnification clause; and
 30

31 THEREFORE BE IT RESOLVED that the Saint Paul City Council approves these changes to the 2011 budget.

	Yeas	Nays	Absent
Bostrom			
Carter			
Harris			
Helgen			
Lantry			
Stark			
Thune			

Requested by Department of:
POLICE
 By: *Tom Smith*
 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: _____

AGREEMENT

This agreement dated this 27th of June, 2011, by and between the CITY of SAINT PAUL, a municipal corporation under the laws of the State of Minnesota, hereafter "**City**" and **Walsh Construction Company AKA Walsh Group Construction**, with the address of 929 West Adams Street, Chicago, IL 60607, local address of 1860 Minnehaha West, St. Paul, MN 55104, hereafter "**Contractor**." WHEREAS, Contractor's business has developed the need for police services in the City of Saint Paul: NOW THEREFORE, it is mutually agreed by and between the **City** and **Contractor** as follows:

1. Scope of Services: That for the consideration stated hereafter, the **City** will provide on-duty police officers to the affected area related to the Central Corridor Light Rail Transit Project located in the City of Saint Paul (for the tasks outlined in paragraphs A) for each project detail where police services are needed. No other law enforcement personnel will be used by the **Contractor** to perform the tasks outlined in this agreement. The **Contractor** further agrees these officers will be deployed according to the plans developed by the City of Saint Paul Police Department as their services are needed. This contract provides for the following tasks:

A. *Traffic and Pedestrian Control*: To include but not limited to:

1. Assist with parking and traffic complaints/issues.
2. The direction and control of traffic in and around the affected areas, as determined by the City. For purposes of this Agreement, the "affected area" is the geographical and contiguous area surrounding the roadways and streets under construction or effected by the construction of the Light Rail Transit Project and any area in which activity initiates or arises as a result of activities in the affected area.
3. The determination of officers being utilized will not be solely dependent on whether the signal lights; temporary or permanent are working properly.

B. *Liaison*: For the City: Sergeant Jill McRae, or Designee.

2. Equipment: The **City** will provide assigned on-duty overtime police officers with police radios, vehicles, complete uniform, and required uniform accessories necessary to perform the tasks identified within this agreement.

3. Time for Completion: The services under this Agreement by the **City** will be commenced upon execution of the agreement but no later than June 27, 2011 and will be completed in accordance with the schedule agreed upon with the **Contractor**, but no longer than one year from the date of this agreement.

4. Emergency Recall: Each on-duty overtime officer will remain under the **City's** direction and control, and will be subject to serious police emergency calls for service and/or activation of any tactical alert throughout the **City** if the need arises. Officers may be called away from the Affected Area for such duties not related to or as a result of activities of the affected area.

5. Payment: That the **Contractor** will pay to the **City**, through its police department, the actual overtime hourly rate plus the actual fringe benefit rate as reflected in the current or future labor agreement between the City of Saint Paul and the Saint Paul Police Federation. This rate will apply for those officers and supervisors scheduled by the Saint Paul Police Department as described in paragraph 1 above. A minimum shift of four (4) hours is required. **Contractor** to be billed every 30 days for services provided. Billing is to occur within one (1) month of completion of service and **Contractor** to remit payment no more than thirty (30) days from the receipt of invoice. In the event the assigned officer(s) are called away by the City pursuant to Section 5, City will adjust the applicable invoice to reflect actual hours worked on tasks under this agreement on a pro-rated basis. In the event activities are such that in the reasonable discretion of the assigned officer of highest rank, additional hours are needed to fulfill the terms of the contract for a particular time event and time, the assigned officer has the authority to continue the police services to complete the scope of services under this Agreement. Any additional time needed as determined by the assigned officer of highest rank will be billed on an hourly basis described above. In the event, as determined in the reasonable discretion of the assigned officer of highest rank, either less or more than the agreed upon number of officers is needed at any given time for services under this Agreement, the assigned officer of highest rank shall relieve or acquire additional police officers and services as needed. Payment by the **Contractor** to the **City** is not contingent on any reimbursement made or to be made, past present or future, to the **Contractor** by any third parties.

6. Assignment: The **City** and the **Contractor** each binds itself and its successors, legal representatives and assigns of such other party, with respect to all covenants of the Agreement, and neither the **City** nor the **Contractor** will assign or transfer their interest in this Agreement without the written consent of the other party (which shall not be unreasonably held or delayed).

7. Hold Harmless: Each party agrees that it will be responsible for its own acts and/or omissions and those of its officials, employees, representatives and agents 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 City, its officials, employees, representatives and agents shall be governed by provision of the Minnesota Torts Claims Act, Minnesota Statutes Chapter 466, et seq. and other applicable law.

8. Insurance: Throughout the term of this Agreement, **Contractor** shall maintain (or cause one of its affiliates to maintain for its benefit) in effect insurance coverage in types and amounts typically held by other entities that are engaged in **Contractor**'s business (e.g., other commercial and/or highway, road construction). From time to time during the term of this Agreement, upon request by the **City**, **Contractor** shall provide to the **City** proof of **Contractor**'s insurance coverage.

9. Termination: This agreement will continue in full force and effect until completion of the project as described herein unless it is terminated at an earlier date by either party. Either party to this agreement may terminate it by giving no less than 30 days written notice of the intent to terminate to the other party. In the event of termination, the **Contractor** will pay the **City** for all services actually, timely and faithfully rendered up to receipt of the notice of termination and

thereafter until the date of termination. The **Contractor** agrees to give at least 24 hour notice to the **City** of cancellation of scheduled police services for an individual event, unless such cancellation arises from a force majeure event, defined in exhibit (A). Failure to give such 24-hour notice will result in a four-hour per officer "cancellation" charge to the **Contractor**.

10. Changes in Scope of Services: **City** or **Contractor** may request changes that would increase decrease or otherwise modify the Scope of Services. Such changes and method of compensation must be authorized in writing in advance by each party.

11. Records and Dissemination of Information: Except as otherwise required by law, each party agrees not to release, transmit, or otherwise disseminate information generated as a result of this project without prior knowledge and written consent of the other party.

The **Contractor** and the **City** agree to maintain all books, documents, papers, account records, and other evidences pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such material available at its office at all reasonable times during the Agreement period and for six (6) years from the date of the final payment under the contract for audit or inspection by the **City** or **Contractor** or other duly authorized representative.

In like manner, if the entire Agreement is terminated, all such documents on file with the **City** or **Contractor** shall also, upon request, be made available to **City** or **Contractor**.

12. Equal Opportunity Employment: Each party agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, or national origin and will take affirmative steps to ensure that applicants are employed/assigned and employees are treated during employment/assignment without regard to race, color, religion, sex, age or national origin.

This provision shall include, but not be limited to the following: employment, assignment, upgrading, demotion, or transfer; recruitment advertising, layoff or termination; rates of pay or their forms of compensation; and selection for training, including apprenticeship.

13. Conflict of Interest: Each party agrees that it will not contract for or accept employment for the performance of any work or services with any individual, business corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement.

14. Entire Agreement: It is understood and agreed that the entire Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matters hereof.

15. Requirement of a Writing: Any alternations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when reduced to writing and duly signed by the parties.

16. Amendment of Agreement: This Agreement may be amended by further mutual written agreement of the parties thereto.

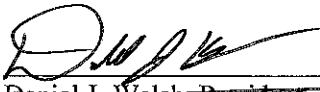
17. Interpretation of Agreement, Venue. This Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation related to this Agreement shall be venued in the District Court of the County of Ramsey, Second Judicial District, State of Minnesota.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and year first above written.

WALSH CONSTRUCTION COMPANY,

CITY OF SAINT PAUL,

MINNESOTA



Daniel J. Walsh, President

DONALD J HENRY

36-2231526

Taxpayer ID

By: _____
Mayor Christopher Coleman

By: _____
Director, Office of Financial Services

By:  _____
Chief of Police, Thomas E. Smith

By: _____
Director, Office of Human Rights

Approved as to Form:

By: _____
Assistant City Attorney

INSURED

Walsh Construction Company
929 West Adams
Chicago IL 60607 USA

Attachment

Ramsey County Regional Rail Authority and Northern States Power Company (dba Xcel Energy) and Met Council and District Energy and District Cooling, as joint and named Additional Insureds, and with a cross liability endorsement protecting Northern States Power Company (dba Xcel Energy) and District Energy and District Cooling and Met Council from claims or damages for personal injuries, including accidental death, as well as for claims for property damage which may arise from operation under the contract.

With respect to insurance required by Article 5.3.3 through 5.3.7 inclusive, include as Additional Insureds, on a primary and non-contributory basis, Metropolitan Council, Ramsey County Regional Rail Authority, Northern States Power Company (dba Xcel Energy) and A/E, the State of Minnesota, and the City of St. Paul, all of whom shall be listed as Additional Insureds, and include coverage for the respective officer and employees of all such Additional Insureds.

A waiver of Subrogation in favor of the Additional Insureds is included on the General Liability, Auto Liability, Workers Compensation, Contractors Pollution Liability and the Umbrella/Excess Liability policies.

The General Liability policy includes the perils of (XCU) Explosion, Collapse and Underground.

The general liability policy includes broad form property damage.

The pollution liability policy includes off-site disposal.

Document 00700 General Conditions and Document 008000 Supplementary Conditions, and indicating that such insurance is being furnished because of, and in accordance with, said provisions.