Council File #_____
Green Sheet #_____

RESOLUTION
CITY OF SAINT PAUL, MINNESOTA

Presented by_____

RESOLVED, that the City of Saint Paul, Police Department is authorized to enter into the attached agreement with Independent School District #625 to provide the School Police Patrol Program to schools in the City of Saint Paul during the period of 2013-2014 school year. Cost of services for the program shall not exceed $49,768. A copy of said agreement is to be kept on file and on record in the Office of Financial Services.

	Yeas	Nays	Absent
Bostrom			
Brendmoen			
Lantry			
Stark			
Thao			
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**

Form Approved by City Attorney

By: _____

Form Approved by Mayor for Submission to Council

By: _____

AGREEMENT

THIS AGREEMENT, made this 8 day of March, 2014, by and between INDEPENDENT SCHOOL DISTRICT 625, hereinafter referred to as "District" and CITY OF SAINT PAUL POLICE DEPARTMENT, hereinafter referred to as "City",

IT IS HEREBY AGREED by and between the parties as follows:

I.

District agrees to pay City for the salary cost incurred to the assignment of one(1) sworn police officer for duties and services to be performed on behalf of the District during the period of the 2013-2014 school year. Attached hereto as Exhibit "A" is the Scope of Services for this Agreement. The Scope of Services includes duties, time periods, and rates for this Agreement.

II.

District will pay City for services and duties for the time periods and at the rates listed in Exhibit "A".

III.

City will perform services and duties in accordance with Exhibit "A" as directed by the District.

IV.

All services and duties performed by the assigned officer will be within the course and duty of employment of the City. The officer, as a City employee assigned under the Agreement, will remain an employee of the City, and therefore, is covered by the City Workers Compensation program, will be paid by the City, and is entitled to City fringe benefits. The officer assigned under the Agreement will be expected to abide by and is governed by the rules and regulations of the City.

V.

Cost of services for said program shall not exceed the sum of $49,768.00

VI.

That the contract time shall be in accordance with the schedule mutually agreed upon between the District and the City as detailed in Exhibit "A".

VII.

That the City and the District agree to abide by Chapter 13 of Minnesota Statutes (Minnesota Government Data Practices Act) as well as any applicable federal, state, and local laws or ordinances.

VIII.

That each party agrees it will be responsible for its own, and its employees, officials, agents, and representatives 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 or that party's

employees, officials, agents, or representatives and the results thereof. The liability of the parties shall be limited and governed by the provision of the Minnesota Torts Claims Act, Minnesota Statutes Chapter 466, et seq, and other applicable law.

IX.

That the City and the District may request changes that may increase, decrease, or otherwise modify the Scope of Services. Such changes and methods must be authorized in writing in advance by the District and the City.

X.

That any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when reduced to writing and duly signed by the parties.

XI.

That any failure of a party to assert any right under this Agreement shall not constitute a waiver or termination of that right, this Agreement, or any provision of this Agreement.

XII.

That if a court or governmental agency with proper jurisdiction determines that this Agreement, or a provision therein, is unlawful, this Agreement or that provision shall terminate. If a provision is so terminated and the parties can commercially and practicably continue this Agreement without the terminated provision, the remainder of this Agreement can continue in effect.

XIII.

That 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, and State of Minnesota.

XIV.

That neither the City nor the District shall be held responsible for non-performance of its duties or responsibilities under this Agreement if the party's performance was prevented by acts or events beyond the party's reasonable control, including, but not limited to, severe weather and storms, earthquake or other natural occurrences, strikes and labor unrest, power failures, electrical power surges or current fluctuations, nuclear or other civil military emergencies, or acts of legislative, judicial, executive, or administrative authorities. Additionally, the officer will remain under the City's direction and control, and will be subject to serious police emergency recalls for service and/or activation of any tactical alert throughout the City if the need arises. Emergency recall/tactical alert decisions are within the City's discretion and are not subjected to question or liability under this Agreement.

XV.

That it is understood and agreed that this entire Agreement supersedes all oral agreements and negotiations between parties relating to the subject matter therein.

XVI.

In cooperation with the District and the City, a police officer will be assigned to these duties.

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

CITY OF SAINT PAUL

By_____
Mayor

By_____
Director, Department of Finance
and Management Services

By_____
Chief of Police

Approved as to Form:

_____
Assistant City Attorney

_____day of_____, 2014

INDEPENDENT SCHOOL DISTRICT NO. 625

By_____
Superintendent of Schools

Approved as to Form:

_____
School Board Attorney

_____day of_____, 2014

EXHIBIT "A"
Saint Paul Public Schools
Independent School District No. 625
Transportation Department

1. Contract Period:
   A 46-week contract – up to 20 hours per week, not to exceed a total of 940 hours for the 2013-2014 school year. Inclusive dates are July 1, 2013 to June 30, 2014, excluding the periods of winter break and spring break.

2. Provide services to the schools in the areas of:
   a. Swearing in of school patrol officers.
   b. Training of school patrol officers.
   c. Assistance to and for building school patrol supervisors.
   d. Periodic supervision of school patrol corner crossings.
   e. Assisting in determination of safe routes to school(s).
   f. Training of summer school patrol members as needed.
   g. Supervision of summer school patrol members.

3. Salary
   Salary will be based upon the actual hourly rate of pay, plus fringe benefits. Officer Charlie Ly is the currently assigned School Patrol Officer. His 2013 hourly wage plus fringe benefits is $50.37 per hour. His 2014 hourly wage plus fringe benefits is $50.37 per hour.

   Estimated salary for the 2013-2014 school year is as follows:

   July 1, 2013 thru December 22, 2013:
   22 weeks @ 20 hours/week = 440 hours
   440 hours at $50.37 = $22,163.00

   January 3, 2014 thru June 30, 2014:
   25 weeks at 20 hours/week = 500 hours
   500 hours at $50.37/hour = $25,185.00

   Estimated 2013-2014 school year salary = $47,348.00

   Any adjustment resulting from a police union contract settlement will be split accordingly between St. Paul Public Schools and the City of Saint Paul.

4. Mileage
   Up to 400 miles/month for 11 months, not to exceed 4,400 miles, at $0.55 per mile. Estimated cost: $2420.00

5. Conferences and Meetings
   The school district will reimburse the school patrol officer for such expense as are incurred while attending such meetings or conferences as may be requested by the district.