



Joint Powers Agreement State of Minnesota

SWIFT Contract Number: 137105

This Agreement is between the State of Minnesota, acting through its Commissioner of Public Safety on behalf of the Minnesota State Patrol ("State"), and the City of Saint Paul, acting on behalf of the Saint Paul Police Department, 367 Grove Street, Saint Paul, MN 55101 ("Governmental Unit").

Recitals

Under Minnesota Statutes § 471.59, subdivision 10, the State is empowered to engage such assistance as deemed necessary. The State is in need of qualified trainers to coordinate and instruct courses in the State's Standardized Field Sobriety Testing, Advanced Roadside Impaired Driving Enforcement, and the DWI-SFST Update.

Agreement

1 Term of Agreement

- 1.1 **Effective Date.** February 1, 2018, or the date the State obtains all required signatures under Minnesota Statutes § 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration Date.** June 30, 2018, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Agreement Between the Parties

- 2.1 The **Governmental Unit** will provide individuals to coordinate and instruct training courses in one or more of the following classes: "Standardized Field Sobriety Testing" ("SFST"), "Advanced Roadside Impaired Driving Enforcement" ("ARIDE"), and "DWI-SFST Updates" ("Update"). The Governmental Unit will instruct the class(es) following authorization by the State's Authorized Representative.

Each participating instructor provided by the Governmental Unit must: 1) be licensed as a Peace Officer as defined by the Minnesota Peace Officer Standards and Training Board ("POST Board"); 2) be recognized by the National Highway Traffic Safety Administration ("NHTSA") as recognized instructors trained under the auspices of the Office of Minnesota SFST-DRE Coordinator; 3) be in good standing with the Governmental Unit and have consistently maintained positive course critiques and evaluations from prior instruction; and 4) adhere to the State of Minnesota's standards for SFST training which is incorporated into this Agreement by reference.

The Governmental Unit will submit to the State's Authorized Representative the following items within ten (10) calendar days after completion of any class:

- Invoice for the participating instructor identifying the date(s) and hours worked and the overtime rate of pay including fringe benefits;
- Roster of all class attendees;
- Completed written examinations;
- Course evaluations and critiques;
- Alcohol workshop logs (when applicable); and
- Waiver of claims (when applicable).

The Governmental Unit shall not subcontract any work, duties or tasks pursuant to this Agreement.

- 2.2 The **State** will identify the class(es) to be taught by the Governmental Unit in sufficient time for participating instructors to properly prepare, schedule and coordinate instruction.
- 2.3 The **State** and **Governmental Unit** mutually agree: 1) participating instructors under this Agreement are employees of the Governmental Unit and are not employees of the State or Federal government; and 2) the Governmental Unit will not be paid, i.e. reimbursed, for courses sponsored by the Governmental Unit.

3 Payment

3.1 Consideration.

- (a) **Compensation.** The State will pay, i.e. reimburse, the Governmental Unit for instructor's services at the instructor's individual overtime rate up to but not exceeding **Seventy and 00/100 Dollars (\$70.00)** per hour.

- (b) **Total Obligation.** The total obligation of the State under this Agreement will not exceed **Two Thousand Seven Hundred Sixty and 00/100 Dollars (\$2,760.00).**

3.2 Payment.

- a) **Invoices.** The State will promptly pay the Governmental Unit after the Governmental Unit presents an itemized invoice and the State's Authorized Representative accepts the invoiced services.
Governmental Unit shall submit one (1) invoice within ten (10) calendar days after completion of any class.

4 Authorized Representatives

The State's Authorized Representative is the designated individual below, or his successor, and has the responsibility to monitor the Governmental Unit's performance and the authority to accept the services provided under this Agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

Name: Lieutenant Don Marose
Address: Department of Public Safety; Minnesota State Patrol
445 Minnesota Street
St. Paul, MN 55101
Telephone: 651.757.1903 (office); 612.801.9623 (mobile)
Email Address: don.marose@state.mn.us

The Governmental Unit's Authorized Representative is the designated individual below or his successor. If the Governmental Unit's Authorized Representative changes at any time during this Agreement, the Governmental Unit must immediately notify the State.

Name: Dan Day
Address: City of Saint Paul Police Department
367 Grove Street
Saint Paul, MN 55101
Telephone: 651.291.1111

5 Assignment, Amendments, Waiver, and Agreement Complete

- 5.1 **Assignment.** The Governmental Unit 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 the State fails to enforce any provision of this agreement, that failure does not waive the provision or its right to enforce it.
- 5.4 **Agreement Complete.** This agreement contains all negotiations and agreements between the State and the Governmental Unit. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party shall be responsible for its own acts and behavior and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes § 3.736, and other applicable laws govern the State's liability. The Minnesota Municipal Tort Claims Act, Minnesota Statutes §§ 466.01-466.15, and other applicable laws govern the Governmental Unit's liability.

7 State Audits

Under Minnesota Statutes § 16C.05, subdivision 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 (6) 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, Minnesota Statutes Chapter 13, as it applies to all data provided by the State under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this agreement. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by either the Governmental Unit or the State.

If the Governmental Unit receives a request to release the data referred to in this Clause, the Governmental Unit

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

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes §§ 16A.15 and 16C.05.

Signed: _____

Date: _____

SWIFT Purchase Order Number: _____

3. DEPT. OF PUBLIC SAFETY; MINNESOTA STATE PATROL

By: _____
(with delegated authority)

Title: _____

Date: _____

2. GOVERNMENTAL UNIT: CITY OF SAINT PAUL

By:  _____
Kathleen A. Wuorinen

Title: Assistant Chief of Police

Date: _____

By: _____

Title: Assistant City Attorney

Date: _____

By: _____

Title: Director of the Office of Financial Services

Date: _____

4. COMMISSIONER OF ADMINISTRATION

As delegated to the Office of State Procurement

By: _____

Date: _____