STATE OF MINNESOTA
INCOME CONTRACT

This contract is between the State of Minnesota, acting through its Commissioner of Public Safety on behalf of the Bureau of Criminal Apprehension, 1430 Maryland Ave. E., St. Paul, MN 55106 ("State" or "BCA") and the City of St. Paul, acting on behalf of the St. Paul Police Department, whose designated business 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 contract.
3. The Governmental Unit is in need of Forensic Controlled Substance (Drug) analysis and associated courtroom testimony related to physical evidence and is able to reimburse the State for the services of one (1) Controlled Substance scientist, employed by the State, who will give priority to the Governmental Unit's cases.
4. The State represents that it is duly qualified and agrees to provide the services described in this contract.

Contract

1 Term of Contract

1.1 Effective Date. March 1, 2019, 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, 2021, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 State's and Governmental Unit's Duties

2.1 State's Duties

The State will employ one (1) Controlled Substance scientist ("Drug Chemist") who will be dedicated to the Governmental Unit's cases. The State agrees that the Governmental Unit may set the priority of the cases the scientist will work by providing the State's Authorized Representative with a priority list. The scientist will be an employee 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 ANSI-ASQ National Accreditation Board (ANAB) and American Society of Crime Laboratory Directors – Laboratory Accreditation Board (ASCLD-LAB) as directed by the scientist's BCA supervisor. The scientist will follow all Minnesota Department of Public Safety, Bureau of Criminal Apprehension Forensic Science Services and state standard operating procedures, and policies.

2.2 Governmental Unit's Duties

The Governmental Unit will reimburse the State for all costs, including employee benefits and other expenses identified in Clause 3, **Payment**, for employing one (1) Controlled Substance scientist during this contract. The Governmental Unit's Authorized Representative of this contract will meet with the State's Authorized Representative as needed to establish and/or review priority case lists assigned to the scientist and/or if needed to obtain progress reports.

3 Payment

The Governmental Unit will reimburse the State for all services performed by the State under this contract as follows:

Eighty Five Thousand and 00/100 Dollars ($85,000.00) annually, i.e. each twelve-month period of the Contract Term, for the Drug Chemist.

The amount above includes the Drug Chemist's base salary, fringe benefits, overtime, court testimony costs, and any training costs incurred by the State. The State will underwrite the costs of space, equipment, supplies and other costs associated with Controlled Substance analysis of the Governmental Unit's cases.

The total obligation of the Governmental Unit under this contract will not exceed **One Hundred Seventy Thousand and 00/100 Dollars ($170,000.00).**

The State will submit one (1) itemized invoice to the Governmental Unit's Authorized Representative in arrears, monthly and within thirty (30) days of the period covered by the invoice for costs incurred by the State. For example, one invoice shall be submitted by the State to the Governmental Unit no later than May 31, 2019, for the period commencing April 1, 2019, and ending April 30, 2019.

Reimbursement to the State will be made by the Governmental Unit within thirty (30) days of invoice date and will be paid directly to the Minnesota Department of Public Safety at following:

Minnesota Department of Public Safety
Fiscal and Administrative Services Division
Attn: Gary Johnson
445 Minnesota St. Suite 126
St. Paul, MN 55101-5126.

4 Authorized Representatives

The State's Authorized Representative is the following or her successor:

Name:	Catherine Knutson, Deputy Superintendent
Address:	Department of Public Safety; Bureau of Criminal Apprehension 1430 Maryland Avenue East St. Paul, MN 55106
Telephone Number:	651.793.2959
Email Address:	Catherine.Knutson@state.mn.us

The Governmental Unit's Authorized Representative is the following or her successor:

Name:	Kathleen Wuorinen, Assistant Police Chief
Address:	Saint Paul Police Department 367 Grove Street St. Paul, MN 55101
Telephone Number:	651.266.5606
Email Address:	kathy.wuorinen@ci.stpaul.mn.us

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 Governmental Unit. 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 State's liability shall be governed by provisions of the Minnesota Tort Claims Act. Minnesota Statutes §3.736, and other applicable law. The Governmental Unit's liability shall be governed by provisions of the Municipal Tort Claims Act, Minnesota Statutes Chapter 466, and other applicable law.

7 Government Data Practices

The Governmental Unit must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this contract. 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 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.

8 Publicity

Any publicity regarding the subject matter of this contract must not be released without prior written approval from the State's Authorized Representative.

9 Audit

Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this contract are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a total of six years.

10 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this contract. Venue for all legal proceedings out of this contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 Termination. Either party may terminate this contract at any time, with or without cause, upon 30 days' written notice to the other party.

11.2 Termination for Insufficient Funding. The Governmental Unit may immediately terminate this Contract 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 email notice and identify the 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 Governmental Unit will not be assessed any penalty if the Contract is terminated because of the decision of the Saint Paul City Council, or other funding source, not to appropriate funds. The Governmental Unit must provide the State notice of the lack of funding with a reasonable time of the Governmental Unit's receiving that notice.

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1. GOVERNMENTAL UNIT: CITY OF SAINT PAUL; SAINT PAUL POLICE DEPARTMENT

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: _____

By: _____
Title: Mayor

Date: _____

By: _____
Title: Director of Human Rights and Equal Economic Opportunity

Date: _____

2. STATE: DEPARTMENT OF PUBLIC SAFETY; BUREAU OF CRIMINAL APPREHENSION

By: _____

Title: _____

Date: _____

3. COMMISSIONER OF ADMINISTRATION
As delegated to the Office of State Procurement

By: _____

Date: _____