



## Legislation Text

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**File #:** RES 13-590, **Version:** 1

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Authorizing the Police Department to purchase the QinetiQ Bobcat, and to enter into a purchase agreement including an indemnification clause.

WHEREAS, the Saint Paul Police Department wishes to purchase a QinetiQ Bobcat RAK controller, which can be used to remotely operate a Bobcat skid steer machine; and

WHEREAS, with the robotic feature the loader can handle large, deeply buried IEDs, vehicle-borne IEDs or other explosive devices while the operator maintains a safer distance, thus providing protection to the police officers using them; and

WHEREAS, QinetiQ North America Technology Solutions Group ("QNA TSG") requires that they be indemnified against any damages caused by the willful misconduct or negligence of City employees in the operation of the QinetiQ Bobcat RAK controller; and

WHEREAS, the expenditure of public funds, which includes the promise of indemnification, requires the Council to find that there is a public purpose; and

WHEREAS, the City Council does find that the use of the robotic technology will protect the public and the police officers in the event that there is a need to deal with vehicle borne explosives or other large explosive devices; now, therefore, be it

RESOLVED, that the City Council authorizes the Saint Paul Police Department to purchase the QinetiQ Bobcat RAK controller, and as part of the purchase, to agree to the following language:

QNA TSG shall indemnify and save the Buyer harmless from and against any and all liability for bodily injury to persons or property damage resulting from QNA TSG's own willful misconduct or negligent act or omission or that of its subcontractors, agents, or employees. Buyer shall save harmless QNA-TSG from and against any and all liability for bodily injury to persons or property damage occasioned by the willful misconduct or negligence of its officials, employees or agents, but this shall not include injuries which arise out of criminal actions by third parties, nor shall the foregoing be construed as a waiver of the municipal tort liability defenses and limits set forth in Minn. Stat. §466.01 et seq. The Buyer also recognizes, acknowledges and agrees that QNA TSG Products are intended for use in ultra-hazardous applications.

See attached