



# State of Minnesota

## Income Contract

SWIFT Contract Number: 241934

This Contract is between the State of Minnesota, acting through its Commissioner of Public Safety on behalf of the Bureau of Criminal Apprehension, located at 1430 Maryland Ave. E St. Paul, MN 55106 ("State") and 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"). State and Governmental Unit may be referred to jointly as "Parties."

### Recitals

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1. Under Minn. Stat. § 471.59, subd. 10, the State is empowered to enter into income contracts.
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 DNA analysis and associated courtroom testimony related to physical evidence and is able to reimburse the State for the services of one DNA analyst, 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.

Accordingly, the Parties agree as follows:

### Contract

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#### 1. Term of Contract

- 1.1 Effective date. February 29, 2024, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- 1.2 Expiration date. March 1, 2026, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

## 2. State's Duties

### 2.1 State's Duties

The State will employ one DNA Analyst from 2/29/2024 to 3/1/2026 who will be dedicated to the Governmental Units cases. The State agrees that the Governmental Unit may set the priorities of the cases the analyst will work by coordinating with the respective BCA Supervisor and the analyst. The analyst will be an employee of the State. The Analyst will assist in the technical review of DNA cases from other jurisdictions.

The Analyst will complete proficiency tests required by the ANSI-ASQ National Accreditation Board (ANAB) as directed by the analyst's BCA supervisor. The analyst 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 DNA Analyst during contract. The Governmental Unit's Authorized Representative of this contract will meet with respective BCA supervisor as needed to establish and/or review priority case lists assigned to the scientist or analyst and/or if needed to obtain in progress reports.

## 3. Payment

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

One Hundred Ten Thousand and 00/100 Dollars (\$110,000.00) annually, i.e. each twelve-month period of the Contract term, for a DNA Analyst.

The amounts above includes the DNA Analyst's base Salaries, 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 the DNA analysis of the Governmental Unit's cases.

The total obligation of the Governmental Unit under this contract will not exceed Two Hundred Twenty Thousand and 00/100 Dollars (\$220,000.00). 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, 2024, for the period commencing April 1, 2024, and endings April 30, 2024.

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 the following address:

Minnesota Department of Public Safety  
Fiscal and Administrative Services  
Attn: Jessica J. Zemien, Jessica.j.zemien@state.mn.us  
445 Minnesota Street, Suite 126  
St. Paul, MN 55126

#### **4. Authorized Representative**

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

Name: Catherine Knutson, Deputy Superintendent  
Address: Department of Public Safety: Bureau of Criminal Apprehension  
1430 Maryland avenue East  
St. Paul, MN 55106  
Telephone: 651-793-2959  
Email Address: catherine.knutson@state.mn.us

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

Name: Jack Serier, Assistant Police Chief  
Address: Saint Paul Police Department  
367 Grove Street  
St. Paul, MN 55101  
Telephone: 651-266-5589  
Email address: jack.serier@ci.stpaul.mn.us

#### **5. Assignment, Amendments, Waiver, and Contract Complete.**

- 5.1 Assignment. The Governmental Unit may neither assign nor transfer any rights or obligations under this Contract without the prior consent of the State and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.
- 5.2 Amendments. Any amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.
- 5.3 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.
- 5.4 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 and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, 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 and consult with the State's Authorized Representative as to how the Governmental Unit should respond to the request. The Governmental Units response to the request shall comply with applicable law.

## 8. Publicity and Endorsement.

8.1 Publicity. Any publicity regarding the subject matter of this Contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, information posted on corporate or other websites, research, reports, signs, and similar public notices prepared by or for the Governmental Unit individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

8.2 Endorsement. The Governmental Unit must not claim that the State endorses its products or services.

## 9. State Audits.

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, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Contract.

## 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 cancel 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 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 rate 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.

**1. Governmental Unit:**

Print Name: Jaime Tincher

Signature: \_\_\_\_\_

Title: Deputy Mayor Date: \_\_\_\_\_

Print Name: Jack Serier

Signature: \_\_\_\_\_

Title: Asst. Chief of Police Date: \_\_\_\_\_

Print Name: John McCarthy

Signature: \_\_\_\_\_

Title: Director, OFS Date: \_\_\_\_\_

Print Name: Andrea Ledger

Signature: \_\_\_\_\_

Title: Deputy Director-HREEO Date: \_\_\_\_\_

Print Name: Judy Hanson

Signature: \_\_\_\_\_

Title: Asst. City Attorney Date: \_\_\_\_\_

Contract No.: 241934

**2. Commissioner of Administration**

*As delegated to The Office of State Procurement*

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Admin ID: \_\_\_\_\_

**3. State Agency**

*With delegated authority*

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*COUNTERPARTS: The parties may sign this Agreement in counterparts, each of which constitutes an original, but all of which together constitute one instrument.*

*ELECTRONIC SIGNATURES: The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties further agree that any document (including this Agreement and any attachments or exhibits to this Agreement) containing, or to which there is affixed, an electronic signature shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, "electronic signature" also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any party's failure to produce the original signature of any electronically transmitted signature shall not affect the enforceability of this Agreement.*