

Agreement for Police Services

This Agreement, effective upon execution and in accordance with the terms of paragraph 3 of this Agreement, is by and between the City of Saint Paul, a municipal corporation under the laws of the State of Minnesota ("City"), through its Saint Paul Police Department, and the University of St. Thomas.

WHEREAS, the University of St. Thomas has identified a need for augmented police services at their property located in the City of Saint Paul;

WHEREAS, the University of St. Thomas has requested that the Saint Paul Police Department provide augmented police services to the University of St. Thomas, and the Saint Paul Police Department has reviewed the request and determined that augmented services can be provided in the interests of public safety within the City of Saint Paul;

NOW THEREFORE, it is mutually agreed by and between the City and the University of St. Thomas as follows:

1. Scope of Services. That for the consideration stated hereafter, the Saint Paul Police Department will deploy the requested number of police officer(s), to the University of St. Thomas, located at 2115 Summit Ave, Saint Paul, Minnesota, beginning upon execution, and proceeding according to a mutually agreed schedule and staffing plan until this Agreement expires or is terminated by the parties.

2. Equipment. Assigned police officer(s) will use their city-issued and department approved equipment to perform services identified in this Agreement.

3. Time for Completion. The Saint Paul Police Department will provide services under this Agreement during the time period specified above upon execution of this Agreement, but no sooner than December 31, 2021. The term of this Agreement will commence upon execution, but no sooner than December 31, 2021, and remain in effect until December 31, 2023, "Term."

4. Payment. The University of St. Thomas will pay the City, through its Police Department as follows:

The University of St. Thomas will reimburse the City at a flat rate of \$106.00 per hour for providing services under this Agreement. A minimum shift of three (3) hours is required.

The Saint Paul Police Department will bill the University of St. Thomas for all services provided under this Agreement within one (1) month of completion of services. the University of St. Thomas will remit payment no more than thirty (30) days from the date of the invoice. If assigned officer(s) are called away by the City pursuant to paragraph 5 of this Agreement, the University of St. Thomas will not be charged for services of reassigned officers during the time of redeployment.

The University of St. Thomas agrees to notify the Saint Paul Police Department at least 48 hours in advance of cancellation of scheduled police services. Failure to give 48-hour notice will result in a 3 hour "cancellation" charge to the University of St. Thomas.

5. Command and Control / Emergency Recall. Each officer deployed to the

University of St. Thomas under this Agreement will remain employed by and under the command and control of the Saint Paul Police Department for purposes of such deployment, will perform their duties as assigned and in accordance with all rules and regulations of the Saint Paul Police Department, and will not be considered an employee or agent of the University of St. Thomas for purposes of such deployment. Each officer deployed under this Agreement will be subject to emergency calls for service and/or activation of any Tactical Alert in the City. Officers may be called away for duties not related to this Agreement. the University of St. Thomas will not be charged for service of any officers during any emergency recall.

6. Assignment. The City and the University of St. Thomas each binds itself and its successors, legal representatives, and assigns with respect to all covenants of this Agreement, and neither the City nor the University of St. Thomas will assign or transfer their interest in this Agreement without the written consent of the other.

7. Responsibility for Acts and Omissions, Insurance. Each party agrees that it is responsible for its own acts and omissions and the acts and omissions of its employees, officials, and agents as they relate to this Agreement and for any liability resulting therefrom, to the extent authorized by law, and will not be responsible for the acts and omissions of the other party or their employees, officials, and agents, or for any liability resulting therefrom. The liability of the parties is governed and limited by the Municipal Tort Claims Act, Minnesota Statutes chapter 466, and other applicable law. Nothing in this Agreement shall constitute a waiver by any party of any limitation of liability under Minnesota Statutes Chapter 466, or other statutory or common law immunities, limits, or exceptions on liability.

Each party warrants that it is able to comply with the obligations of this Agreement through commercial insurance or a self-insurance program.

8. Termination. This Agreement will continue in full force and effect until completion of services described herein unless terminated at an earlier date by either party. Either party may terminate this Agreement by giving no less than 30-days written notice of the intent to terminate to the other party at any time and for any reason. In the event of termination, the University of St. Thomas will pay the Saint Paul Police Department for all services actually, timely, and faithfully rendered up to receipt of the notice of termination and thereafter until the date of termination.

9. Change in Scope of Services. The Saint Paul Police Department or the University of St. Thomas may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes and method of compensation must be authorized in writing in advance by the Saint Paul Police Department.

10. Minnesota Government Data Practices Act. All data created, collected, received, stored, used, maintained, or disseminated pursuant to this Agreement is subject to the requirements of Minnesota Statutes Chapter 13.

11. Equal Opportunity Employment. Each respective party agrees that it will not discriminate in the performance of this Agreement on the basis of, and will take affirmative steps to ensure that all applicants are employed and employees are treated during employment without regard to, race, color, national origin, religion, sex, disability, familial status, age, ancestry, creed, public assistance status, marital status, or sexual or affectional orientation.

The provision shall include, but not be limited to the following: employment, promotion, demotion, transfer, recruitment, advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

12. Entire Agreement. It is understood and agreed that this entire Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matters hereof.

13. Requirement of Writing. Any alternations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when reduced to writing and signed by the parties.

14. Amendment of Agreement. This Agreement may be amended by further mutual written agreement of the parties.

IN WITNESS WHERE OF, the parties have executed this Agreement, effective the day and year first written above.

**THE UNIVERSITY OF
ST. THOMAS**

CITY OF SAINT PAUL, MINNESOTA

By: Karen M. Harthorn
Karen M. Harthorn (Dec 13, 2021 11:01 CST)

Its: Karen Harthorn, AVP Procurement

Date: 12/13/2021

By: Jaime Rae Tincher
Jaime Rae Tincher (Dec 22, 2021 15:15 CST)

Melvin Carter, Mayor

Date: 12/22/2021

By: John McCarthy
John McCarthy (Dec 22, 2021 15:07 CST)

John McCarthy, Director
Office of Financial Service Managing

Date: 12/22/21

By: Robert Thomasser

Robert Thomasser
Assistant Chief of Police

Date: 22 December 2021

Approved as form:

By: _____

Judy Hanson
Assistant City Attorney

JT

Approved as form:

By: Judy Hanson

Judy Hanson
Assistant City Attorney

Date: December 22, 2021

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.

University of St. Thomas Contractual Overtime 2022


Final Audit Report

2021-12-22

Created:	2021-12-22
By:	Michele Bunce (Michele.Bunce@ci.stpaul.mn.us)
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-  Document created by Michele Bunce (Michele.Bunce@ci.stpaul.mn.us)
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-  Document emailed to Judy Hanson (judy.hanson@ci.stpaul.mn.us) for signature
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 Agreement completed.

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