

JOINT POWERS AGREEMENT REGARDING LAW ENFORCEMENT SUPPORT RELATED TO TARGETED AREAS IN MINNEAPOLIS, MINNESOTA

This Agreement is between the **State of Minnesota**, acting through its Commissioner of Public Safety on behalf of the Minnesota State Patrol (“State” or “MSP”), and the **City of Minneapolis, a municipal corporation, acting on behalf of its Police Department** (hereinafter referred to as the “City” or “MPD”).

Recitals

The State, under Minnesota Statutes sections 471.59, subdivision 10, and 299D.03, is empowered to provide assistance as deemed necessary.

The MPD, under Minn. Stat. §§ 37.20 and 471.59, subd. 10, is empowered to seek assistance as deemed necessary.

Agreement

1. Term of Agreement

1.1 Effective Date. April 15, 2022, or the date the State obtains all required signatures pursuant to Minn. Stat. §16C.05, subd. 2, whichever is later.

1.2 Expiration Date. December 31, 2023.

2. Background and Purpose

The MPD is in need of procuring additional law enforcement personnel to provide public safety and security measures to the City of Minneapolis due to a significant reduction in MPD sworn staffing levels. The State is willing to contract for services of qualified and licensed law enforcement personnel to the City to assist the MPD with its law enforcement activities in certain circumstances. The purpose of this Agreement is to set forth the terms and conditions by which the MSP will provide law enforcement and public safety services to the MPD.

3. Agreement Between the Parties

The MPD and State agree to the following:

3.1 Minnesota State Patrol.

3.1.1 MSP may provide high visibility patrol in areas and during times agreed upon by the MSP and the MPD. MSP may provide high visibility patrol in areas and during times agreed upon by the MSP and the MPD to provide an increase in police presence to deter crime. The initiative will encompass a “North Focus Zone” and a “South Focus Zone” within the city of Minneapolis. Generally, the North Focus Zone will encompass the area commonly known as the “West Broadway Business Corridor, which is defined as West Broadway Avenue from North Fourth Street to Penn Avenue North in Minneapolis. The South Focus Zone will encompass the area commonly known as the “Lake Street Business Corridor,” which is defined as Lake Street from Hiawatha Ave to Interstate 35W in MPD’s Third 3rd Precinct and Lake Street from Nicollet Avenue to Hennepin Avenue in the MPD’s Fifth 5th Precinct. MPD’s Strategic Analysis unit may determine areas of smaller geography within the North or South Focus Zones that crime analysis has indicated are experiencing a particular pattern of criminal activity (also known as “micro areas”) or other areas experiencing emergent crime along major thoroughfares. Changes in focus areas will require approval from the Chief of MSP. MSP personnel will monitor MPD radio channels and provide assistance only when necessary and requested by MPD. MSP personnel shall not be expected to handle routine calls for service in the municipal area or respond to and handle calls for service.

3.1.2 Initial staffing of this initiative will be on **Thursdays, Fridays, and Saturdays**, with an initial request of **four troopers per day** to provide **four hours** of targeted directed patrol and enforcement. The four troopers will patrol in two squads, two troopers per squad. Depending on staffing availability and scheduling concerns, troopers may work these four-hour shifts as shift extensions to coincide with their existing duty hours or as stand-alone shifts within the **targeted hours of operation of 1600-2400**. Any changes in staffing or operating hours will require approval from the Chief of MSP and will be provided on a volunteer basis with the understanding that prioritized needs of the MSP's primary mission may supersede this Agreement.

3.1.3 MSP will not provide any services beyond patrol under this Agreement. Any additional services will only be provided upon a duly executed addendum to this Agreement.

3.1.4 The MSP will not be taking on any MPD 911 call response. MPD will provide geographic boundaries to the MSP point of contact and update those geographic boundaries as needs change.

3.1.5 The manner and standards of performance, the discipline of Troopers, other matters pursuant to this Agreement, and the management and control of the Troopers lies solely with the Minnesota State Patrol. In the event of a dispute between the State and the MPD about the duties and functions of the Minnesota State Patrol, the Chief of the Minnesota State Patrol will make the final determination and decision.

3.1.6 MSP shall designate a liaison to the MPD and the liaison shall attend planning meetings related to work under this agreement. The purpose of such meetings will be to strategize and coordinate law enforcement, public safety and other related public service issues.

3.1.7 MSP Troopers are classified as "on duty" when they leave their place of residence in a marked squad vehicle. MSP will include "drive time" to and from the work location in Minneapolis for each Trooper. "Drive time" hourly rates will be in addition to the rates invoiced for shift assignments. "Drive time" hourly rate is the same rate as the "Trooper with vehicle" rate listed in Section 4 below. Clerical support required for tracking payroll, processing, and invoicing will be charged at the "Clerical support" rate in Section 4 below.

3.2 Minneapolis Police Department

3.2.1 MPD, including its officers, agents and employees, agrees to fully cooperate with and provide assistance to the MSP to facilitate MSP's performance pursuant to this Agreement.

4. Payment

The MPD agrees to reimburse the MSP, up to a maximum contract amount of four hundred thousand dollars (\$400,000) for law enforcement related expenses, based on an hourly rate, incurred by MSP while performing above described law enforcement services in the City of Minneapolis.

The hourly rates for MSP will be:

- Trooper with vehicle: One Hundred Twelve and 58/100 Dollars (\$112.58) plus applicable FY22 and FY23 collective bargaining adjustment
- Clerical support: Forty-Five and 94/100 Dollars (\$45.94) plus applicable FY23 collective bargaining adjustment

MSP will submit a detailed invoice to the MPD no later than 30 calendar days following completion of services by MSP.

The MPD will reimburse MSP within 30 calendar days following receipt of an invoice from MSP.

5. Authorized Representatives

The State's Authorized Representative is, or his successor:

Name: Colonel Matthew Langer, Chief of the Minnesota State Patrol
Address: Department of Public Safety
445 Minnesota Street, Suite 130
Saint Paul, MN 55101

The MPD's Authorized Representative is, or her successor:

Name: Robin McPherson, MPD Finance Director
Address: 350 South 5th Street, #130
Minneapolis, MN 55415

6. Assignment, Amendments, Waiver, and Agreement Complete

6.1 Assignment. Neither the State nor the MPD may assign or transfer any rights or obligations under this Agreement.

6.2 Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.

6.3 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.

6.4 Agreement Complete. This Agreement contains all negotiations and agreements between the State and the MPD. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

7. Liability

The MPD will defend and indemnify the MSP for all actions taken pursuant to this Agreement if such actions were initiated by an MPD employee. It is understood and agreed that MPD liability resulting from such defense and indemnification of the MSP shall be limited by provisions of Minnesota Statutes, Chapter 466 ("Tort Liability, Political Subdivisions") and Minnesota Statutes §§ 3.732 and 3.736 and other applicable law. Nothing contained in this Agreement shall waive or amend, nor shall be construed to waive or amend, any defense or immunity that either party and their respective officials and employees may have under Minnesota Statutes Chapter 466, or any common-law immunity or limitation of liability, all of which are hereby reserved by the parties hereto.

To the extent that each party's employees took any action that did not involve any employees of the other party in any way, the parties agree to defend and indemnify their own employees for all actions taken pursuant to the provisions of services under this Agreement. Subject to Minnesota Statutes Chapter 466 and Minnesota Statutes §§ 3.732 and 3.736, each party will be responsible for all claims, actions, and direct damages caused by its own negligence or breach of this Agreement, including the acts of their respective employees when acting in the course and scope of their employment duties.

8. State Audits

Under Minn. Stat. § 16C.05, subd. 5, the MSP's books, records, documents, and accounting procedures and practices relevant to this Agreement 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 Agreement.

9. Government Data Practices

The State and MPD 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 Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the MPD under this Agreement. 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 MPD or the State. If the MPD receives a request to release the data referred to in this clause, the MPD must immediately notify and consult with the State's Authorized Representative as to how the MPD should respond to the request. The MPD's response to the request shall comply with applicable law.

10. 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.

11. Termination

The State or the MPD may terminate this agreement at any time, with or without cause, upon 14 days' written notice to the other party. Termination must be by written notice to the other party. The MPD is not obligated to pay for any services that are provided after termination. However, the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed prior to termination.

IN WITNESS WHEREOF THE STATE has caused this Agreement to be duly executed in its behalf and CITY has caused the same to be duly executed on its behalf.

1. Governmental Unit: City of Minneapolis: Minneapolis Police Department

By: Burt Osborne
DocuSigned by:
 Signature: *Burt Osborne*
142BAE98FC074C9
 Title: Assistant City Attorney
 Date: 4/26/2022

By: Robin McPherson
DocuSigned by:
 Signature: *Robin McPherson*
6F7563AF2D2841D...
 Title: Finance Director, Minneapolis Police Department
 Date: 4/26/2022

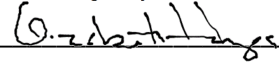
By: Lori Johnson
DocuSigned by:
 Signature: *Lori Johnson*
EC1917E8B342411
 Title: Deputy Chief Financial Officer
 Date: 4/26/2022

2. Department of Public Safety; Minnesota State Patrol

Print Name: John Harrington
DocuSigned by:
Signature: 
86233DE4FF7348B...
Title: Commissioner
Date: 4/26/2022

3. Commissioner of Administration

As delegated to the Office of State Procurement

Print Name: Betsy Hayes
DocuSigned by:
Signature: 
93CE381D6C95402...
Date: 4/26/2022
Admin ID: 76282