

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: March 22, 2021
Item No.: 9.k

Department Approval

City Manager Approval



Item Description: Approve 2021 Speed and Aggressive Driving Enforcement Agreement

BACKGROUND

On September 28, Council approved the City of Roseville's 2020-21 Toward Zero Deaths (TZD) grant agreement with the City of St. Paul. Minnesota's Toward Zero Deaths (TZD) is the state's cornerstone traffic safety program, employing a multi-agency, interdisciplinary approach to reducing traffic crashes, injuries, and deaths on Minnesota roads. TZD aims to tie together successful individual traffic safety programs and initiatives with a common vision and mission for even greater success. The TZD program utilizes partnerships and data to target areas for improvement and employ proven countermeasures.

The Roseville Police Department has a long history participating in TZD campaigns including Click it or Ticket and Safe & Sober to promote traffic safety. Another individual TZD initiative is Speed and Aggressive Driving Enforcement (SADE). The National Highway Traffic Safety Administration (NHTSA) defines aggressive driving as "committing a combination of moving traffic offenses so as to endanger other persons or property." Aggressive driving actions include, but are not limited to, speeding, red-light running, failure to yield, following too closely and improper passing.

The St. Paul Police Department obtained funding through the Minnesota Department of Public Safety to fund 2020-21 TZD campaigns. Since signing the initial 2020-21 TZD grant agreement, St. Paul obtained a sub-grant to fund 2021 SADE activities February 15, 2021 through September 30, 2021 (Attachment A). As a grant partner, the Roseville Police Department, is eligible to receive funding in the amount of up to \$1,110 (Attachment B). Agency eligibility amounts are determined based on past TZD grant participation. Funds awarded will cover personnel overtime for Speed and Aggressive Driving Enforcement details.

Officer Jacob Swanson coordinates Toward Zero Death (TZD) grant activities for Roseville and will coordinate Speed and Aggressive Driving Enforcement (SADE) sub-grant activities as well. Officer Swanson has extensive experience with coordinating efforts for TZD traffic control details.

The City attorney has approved the sub-grant agreement with St. Paul (Attachment C).

POLICY OBJECTIVE

Upon approval from the Council to accept the City's portion of the grant funds, Officer Swanson will coordinate scheduling and tracking methods to ensure adequate patrol overtime coverage for all waves of the 2020-21 Toward Zero Deaths campaign to include the 2021 Speeding and Aggressive Driving Enforcement initiative.

FINANCIAL IMPACTS

None. There is no city match requirement for this funding.

33 **STAFF RECOMMENDATION**

34 The Police Department is recommending approval to accept the sub-grant funds to participate in the 2021
35 Speed and Aggressive Driving Enforcement initiative as part of the 2020-21 Toward Zero Deaths
36 campaign.

37 **REQUESTED COUNCIL ACTION**

38 Authorize the Roseville Police Department to enter into an agreement with the St. Paul Police Department
39 and the Minnesota Department of Public Safety to execute the 2021 Speed and Aggressive Driving
40 Enforcement initiative as part of the 2020-21 Toward Zero Deaths campaign.

41 Prepared by: Erika Scheider, Chief of Police
42 Attachment: A: SADE State Grant Agreement 2020-21
43 B: SADE Budget Breakdown by City 2020-21
44 C: SADE Sub-Grant Agreement with St. Paul 2020-21



Grant Contract Agreement

Page 1 of 2

Minnesota Department of Public Safety (“State”) Office of Traffic Safety 445 Minnesota St. Suite 1620 St. Paul, Minn. 55101-2190	Grant Program: 2021 Speed and Aggressive Driving Enforcement Grant Contract Agreement No.: A-SPEED21-2021-SPPD-004
Grantee: St. Paul Police Department 367 Grove Street St. Paul, Minn. 55101-2416	Grant Contract Agreement Term: Effective Date: Feb. 15, 2021 Expiration Date: Sept. 30, 2021
Grantee’s Authorized Representative: Sr. Commander Jeremy Ellison St. Paul Police Department 367 Grove Street St. Paul, Minn. 55101-2416 Phone: (651) 368-4561 Email: jeremy.ellison@ci.stpaul.mn.us	Grant Contract Agreement Amount: Original Agreement \$ 38,800.00 Matching Requirement \$ 7,400.00
State’s Authorized Representative: Shannon Grabow Office of Traffic Safety 445 Minnesota Street, Suite 1620 St. Paul, Minn. 55101-2190 Phone: (651) 201-7064 Email: shannon.grabow@state.mn.us	Federal Funding: CFDA #20.600 FAIN: 69A37518300004020MNO State Funding: None Special Conditions: None

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant contract agreement.

Term: The creation and validity of this grant contract agreement conforms with Minn. Stat. § 16B.98 Subd. 5. Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, subd. 7, whichever is later. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant contract agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant contract agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee’s approved 2021 Speed and Aggressive Driving Enforcement Application (“Application”) which is incorporated by reference into this grant contract agreement and on file with the State at 445 Minnesota Street, Suite 1620, St. Paul, MN 55101-2190. The Grantee shall also comply with all requirements referenced in the 2021 Speed and Aggressive Driving Enforcement Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant contract agreement.

Budget Revisions: The breakdown of costs of the Grantee’s Budget is contained in Exhibit A, which is attached and incorporated into this grant contract agreement. As stated in the Grantee’s Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

Matching Requirements: (If applicable.) As stated in the Grantee’s Application, the Grantee certifies that the matching requirement will be met by the Grantee.



Payment: As stated in the Grantee’s Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15.

Signed: _____

Date: _____

3. STATE AGENCY

Signed: _____
(with delegated authority)

Title: _____

Date: _____

Grant Contract Agreement No./ P.O. No. A-SPEED21-2021-SPPD-004/3-72016

Project No.(indicate N/A if not applicable): 21-04-01

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant contract agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

Signed: _____

Print Name: Robert Thomasser

Title: Assistant Chief of Police

Date: _____

Signed: _____

Print Name: Jaime Tincher

Title: Deputy Mayor

Date: _____

Distribution: DPS/FAS
Grantee
State’s Authorized Representative

	SADG Speed Enforcement March 1 - 31, 2021
Maplewood Police	\$ -
Mounds View Police	\$ 1,850.00
New Brighton Police	\$ 2,590.00
North Saint Paul Police	\$ -
Ramsey County Sheriff	\$ 6,290.00
Roseville Police	\$ 1,110.00
Saint Anthony Police	\$ 3,700.00
Saint Paul Police	\$ 14,430.00
White Bear Lake Police	\$ 7,030.00
	\$ 37,000.00

**Agreement
Between the City of Saint Paul and City of Roseville**

THIS AGREEMENT, made and entered into this ____ day of _____, 2021, is by and between the City of Saint Paul, Minnesota, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as “City” and City of Roseville, a political subdivision of the State of Minnesota, hereinafter referred to as “Provider.”

The City and Provider, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, agree as follows:

SECTION 1: Scope of Services.

A. Provider agrees to provide services or perform activities as related to its individual entity as described in the attached state grant award (Attachment A) and agrees to comply with all special conditions, financial reporting, and other requirements as detailed in Attachment A.

SECTION 2: Time for Completion.

A. The services described in Section 1 shall be commenced on February 15, 2021 and will be completed in accordance with the schedule mutually agreed upon with the City through September 30, 2021.

B. Provider shall not proceed with any task outside of the grant award without specific authorization from the Project Manager designated by the City.

C. There will be no extension of this contract beyond the date outlined above.

SECTION 3: Billings, Payment and Reporting.

A. For the Provider’s faithful performance of this Agreement, the City hereby agrees to compensate the Provider in the amounts and according to the provisions of Attachment A. Total payments to the Provider shall not exceed \$1,110.

B. The above amounts shall fully compensate the Provider for all costs. No claim for services and/or costs provided by the Provider, not specifically provided for in this Agreement will be honored by the City.

C. The Provider shall submit an itemized invoice as well as detailed backup documents to the City on a quarterly basis. The Provider will be provided with the deadline for submitting the detailed backup after the grant reporting deadlines have been finalized. The Provider shall submit the detailed backup within the budget categories as detailed on Attachment B. Upon receipt of the invoice and verification of the charges by the Project Manager, payment shall be made by the City to Provider within thirty (30) days of the City receiving payment or reimbursement from the State of Minnesota for services provided under this Agreement.

44 D. Provider shall submit programmatic reporting as requested by the fiscal agent, City
 45 of Saint Paul, on a quarterly basis. No payments shall be made to Provider without
 46 programmatic reports completed by the due date.
 47

48 E. In the event the Provider fails to comply with any terms or conditions of the
 49 Agreement or grant award (see Attachment A) or to provide in any manner the work or services
 50 as agreed to herein, the City reserves the right to withhold any payment until the City is satisfied
 51 that corrective action has been taken or completed. This option is in addition to and not in lieu of
 52 the City's right to termination as provided in other sections of this Agreement.
 53

54 **SECTION 4: Project Management.**

55 A. The City requires the Provider to assign specific individuals as principal project
 56 members and to assure that the major work and coordination will remain the responsibility of
 57 this individual during the term of the Agreement. Removal of any principal project member
 58 without replacement by equally qualified individual or without the prior written approval of the
 59 City is grounds for termination of the Agreement by the City. Provider's principal project
 60 member is:
 61

Officer Jacob Swanson
Roseville Police Department
2660 Civic Center Drive
Roseville, MN 55113

62 B. The Provider has designated Jacob Swanson, Police Officer, as the
 63 Project Manager for this Agreement, and the individual to whom all communications pertaining
 64 to the Agreement shall be released. The Project Manager shall have the authority to transmit
 65 instructions, receive information, authorize amendments or changes to the Agreement, and
 66 interpret and define the Provider's policies and decisions pertinent to the work covered by this
 67 Agreement.
 68
 69

70 **SECTION 5: City Responsibilities.**

71 A. City agrees to provide the Provider with access to any information from City
 72 documents, staff, and other sources needed by the Provider to complete the work described
 73 herein.
 74

75 **SECTION 6: Work Products, Records, Dissemination of Information.**

76 A. For purposes of this Agreement, the following words and phrases shall have the
 77 meanings set forth in this section, except where the context clearly indicates that a different
 78 meaning is intended.
 79

80 *"Work product"* shall mean any report, recommendation, paper, presentation, drawing,
 81 demonstration, or other materials, whether in written, electronic, or other format that results
 82 from the Provider's services under this Agreement.
 83

84 “*Supporting documentation*” shall mean any surveys, questionnaires, notes, research,
85 papers, analyses, whether in written, electronic, or in other form, belonging to the Provider
86 and pertaining to work performed under this Agreement.
87

88 “*Business records*” shall mean any books, documents, papers, account records and other
89 evidences, whether written, electronic, or in other form, belonging to the Provider and
90 pertaining to work performed under this Agreement.
91

92 B. All deliverable work products and supporting documentation that result from the
93 Provider’s services under this Agreement shall be delivered to the City and shall become the
94 property of the City after final payment is made to the Provider with no right, title, or interest in
95 said work products or supporting documentation vesting in the Provider.
96

97 C. Unless otherwise required under State or Federal data privacy law, the Provider agrees
98 not to release, transmit, or otherwise disseminate information associated with or generated as a
99 result of the work performed under this Agreement without prior knowledge and written consent
100 of the City.
101

102 D. In the event of termination, all documents finished or unfinished, and supporting
103 documentation prepared by the Provider under this Agreement, shall be delivered to the City by
104 the Provider by the termination date and there shall be no further obligation of the City to the
105 Provider except for payment of amounts due and owing for work performed and expenses
106 incurred to the date and time of termination.
107

108 E. The Provider agrees to maintain all business records in such a manner as will readily
109 conform to the terms of this Agreement to make such materials available at its office at all
110 reasonable times during this Agreement period and for six (6) years from the date of the final
111 payment under the contract for audit or inspection by the City, the Auditor of the State of
112 Minnesota, or other duly authorized representative.
113

114 F. The Provider agrees to abide strictly by Chapter 13, Minnesota Statutes (Minnesota
115 Government Data Practice Act) as well as any other applicable federal, state, and local laws or
116 ordinances, and all applicable rules, regulations, and standards established by any agency of such
117 governmental units which are now or hereafter promulgated insofar as they relate to the
118 Provider’s performance of the provisions of this Agreement.
119

120 **SECTION 7: Equal Opportunity Employment.**

121 A. The Provider will not discriminate against any employee or applicant for employment
122 for work under this Agreement because of race, color, religion, gender, age, sexual orientation,
123 or national origin and will take affirmative steps to ensure that applicants are employed and
124 employees are treated during employment without regard to race, color, religion, gender, age,
125 sexual orientation, or national origin.
126

127 This provision shall include, but not be limited to the following: employment, upgrading,
128 demotion, or transfer; recruitment advertising, layoff or termination; rates of pay or their forms
129 of compensation; and selection for training, including apprenticeship.

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131 **SECTION 8: Compliance with Applicable Law.**

132 The Provider agrees to comply with all federal, state, and local laws or ordinances, and
133 all applicable rules, regulations, and standards established by any agency of such governmental
134 units, which are now or hereafter promulgated insofar as they relate to the Provider's
135 performance of the provisions of this Agreement. It shall be the obligation of the Provider to
136 apply for, pay for, and obtain all permits and/or licenses required.

137
138 **SECTION 9: Independent Contractor.**

139 A. It is agreed by the parties that, at all times and for all purposes within the scope of this
140 Agreement, the relationship of the Provider to the City is that of an independent contractor and
141 not that of employee. No statement contained in this Agreement shall be construed so as to find
142 the Provider an employee of the City, and the Provider shall be entitled to none of the rights,
143 privileges, or benefits of City employees.

144
145 **SECTION 10: Subcontracting.**

146 A. The Provider agrees not to enter into any subcontracts for any of the work
147 contemplated under this Agreement (unless specifically outlined in the grant) without obtaining
148 prior written approval of the City.

149
150 **SECTION 11: Hold Harmless.**

151 That each party will responsible for their own acts or omissions for their employees,
152 agents and officials. Nothing in this agreement shall constitute a waiver by either party of any
153 statutory or common law defenses, immunities, or limits or exceptions on liability.

154
155 **SECTION 12: Assignment.**

156 A. The City and the Provider each binds itself and its successors, legal representatives,
157 and assigns of such other party, with respect to all covenants of this Agreement; and neither the
158 City nor the Provider will assign or transfer their interest in this Agreement without the written
159 consent of the other.

160
161 **SECTION 13: Termination.**

162 A. This Agreement will continue in full force and effect until completion of the
163 Provider's services as described herein unless either party terminates it at an earlier date. Either
164 party to this Agreement may terminate it by giving no less than thirty (30) days written notice of
165 the intent to terminate to the other party.

166
167 B. With Cause. The City reserves the right to suspend or terminate this Agreement if
168 the Provider violates any of the terms or conditions of this Agreement or does not fulfill, in a
169 timely and proper manner, its obligations under this Agreement as determined by the City. In the
170 event that the City exercises its right to suspend or terminate under this Section, it shall submit
171 written notice of suspension to the Provider, specifying the reasons therefore, and the date upon

172 which such suspension becomes effective. Within ten days of receipt of such notice, the
 173 Provider shall take all actions necessary to cure the default. If the Provider fails to cure the
 174 default within the ten-day period, the Agreement is immediately terminated. Upon termination
 175 of this Agreement, the Provider shall discontinue further commitments of funds under this
 176 Agreement.

177
 178 C. In the event of termination, the City will pay the Provider for all services actually
 179 timely, and faithfully rendered up to the receipt of the notice of termination and thereafter until
 180 the date of termination. The Provider will deliver all work products and supporting
 181 documentation developed up to the date of termination prior to the City rendering final payment
 182 for services.

183
 184 **SECTION 14: Default by Provider.**

185 A. In the event Provider fails or neglects to comply with any term or condition of this
 186 Agreement or to provide the services stated herein, City shall have the right, after written notice,
 187 to cease payment hereunder. This remedy shall be in addition to any other remedies, including
 188 termination, available to the City in law or equity.

189
 190 **SECTION 15: Amendment or Changes to Agreement.**

191 A. The City or the Provider may request changes that would increase, decrease, or
 192 otherwise modify the Scope of Services.

193
 194 B. Any alterations, amendments, deletions, or waivers of the provisions of this
 195 Agreement shall be valid only when reduced to writing and duly signed by the parties.

196
 197 C. Modifications or additional schedules shall not be construed to adversely affect vested
 198 rights or causes of action which have accrued prior to the effective date of such amendment,
 199 modification, or supplement. The term "this Agreement" as used herein shall be deemed to
 200 include any future amendments, modifications, and additional schedules made in accordance
 201 herewith.

202
 203 **SECTION 16: Notices.**

204 A. Except as otherwise stated in this Agreement, any notice or demand to be given under
 205 this Agreement shall be delivered by email to the designated project manager if the receipt of the
 206 message is confirmed, in person, or deposited in United States Mail. Any notices or other
 207 communications shall be addressed as follows:

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 To Provider:
 Officer Jacob Swanson
 City of Roseville
 2660 Civic Center Drive
 Roseville, MN 55113

To City:
 Michele Bunce, Accountant
 Saint Paul Police Department
 367 Grove Street
 Saint Paul, MN 55101

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212 **SECTION 17: Waiver.**

213 A. Any failure of a party to assert any right under this Agreement shall not constitute a
214 waiver or a termination of that right, this Agreement, or any of this Agreement’s provision.

215
216 **SECTION 18: Survival of Obligations.**

217 A. The respective obligations of the City and the Provider under these terms and
218 conditions, which by their nature would continue beyond the termination, cancellation, or
219 expiration hereof, shall survive termination, cancellation or expiration hereof.

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221 B. If a court or governmental agency with proper jurisdiction determines that this
222 Agreement, or a provision herein is unlawful, this Agreement or that provision, shall terminate.
223 If a provision is so terminated but the parties legally, commercially, and practicably can continue
224 this Agreement without the terminated provision, the remainder of this Agreement shall continue
225 in effect.

226
227 **SECTION 19: Interpretation of Agreement, Venue.**

228 A. This Agreement shall be interpreted and construed according to the laws of the State
229 of Minnesota. All litigation related to this Agreement shall be venued in the District Court of the
230 City of Ramsey, Second Judicial District, State of Minnesota.

231
232 **SECTION 20: Force Majeure.**

233 A. Neither the City nor the Provider shall be held responsible for performance if its
234 performance is prevented by acts or events beyond the party’s reasonable control, including, but
235 not limited to: severe weather and storms, earthquake or other natural occurrences, strikes and
236 other labor unrest, power failures, electrical power surges or current fluctuations, nuclear or other
237 civil military emergencies, or acts of legislative, judicial, executive, or administrative authorities.

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239 **SECTION 21: Entire Agreement.**

240 It is understood and agreed that the entire Agreement supersede all oral agreements and
241 negotiations between the parties relating to the subject matters herein.

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257 IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and
258 year first above written.

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For the City:

For City of Roseville:

Approved as to form:

By: _____
Judy Hanson
Assistant City Attorney

Date: _____

By: _____
Robert L. Thomasser
Assistant Chief of Police

Date: _____

By: _____
John McCarthy
Director of Financial Services

Date: _____

By: _____
Patrick Trudgeon
City Manager

Date: _____

By: _____
Melvin Carter
Mayor

Date: _____

By: _____
Daniel Roe
Mayor

Date: _____

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