

**City of West St. Paul
City Council Meeting Minutes
May 9, 2016**

1. Call to Order

Mayor David Meisinger called the meeting to order at 6:30 p.m.

2. Roll Call

Mayor David Meisinger and Councilmembers Ed Iago, Pat Armon, Jenny Halverson, John Bellows, Dave Napier and Dick Vitelli.

Others: City Manager Matt Fulton, Assistant City Manager and HR Director Sherrie Le, Attorney Korine Land, Finance Director Joan Carlson, Community Development Director Jim Hartshorn, Police Chief Manila Shaver, Public Works and Parks Director Ross Beckwith and City Clerk Chantal Doriott.

3. Pledge of Allegiance

4. Adopt the Agenda

Motion was made by Clpn. Bellows and seconded by Clpn. Halverson to adopt the agenda with the following modifications:

- 10J move to proclamation item f
- Remove 10 h rental license
- Add 13b soil correction change order

All members present voted aye. Motion carried.

5. OCWS Briefing

Mayor Meisinger gave an overview of what was discussed at the Council work session prior to the regular meeting:

- Discussion regarding city hall renovation
- WSP Days events
- Discussion on special assessment for Robert Street
- Parking off of Robert street

6. Robert Street Review

Director Ross Beckwith gave an update:

- Applebee's, Arbys and 5-8 Club and Guild, Inc. will have temporary access.
- Updates are available on the website and via email.

Clpn. Napier said at Livingston and Wentworth is a 4-way stop; Wentworth is a county road and previously there was an analysis of the intersection. There was concern with county on staking into major roads. They feel that the changes we made delays have decreased and it will not become an all-way stop at this time.

Clpn. Bellows comments on the same intersection at Livingston and Wentworth – the reason he waited is there was an accident that further exacerbated the situation.

Clpn. Vitelli is there a “caution” sign that we can place that warns people if you are coming from the west to the east on Wentworth you are notified of construction. Director Beckwith said staff will look into that.

7. Citizen Comments

Jennifer Baltes and Dave Wenda spoke about Celebrate West St. Paul Days. They appreciated all the assistance they received from staff and Council this year. Detailed information can be found at www.CelebrateWestStPaul.com. Theme this is year is *Celebrate Our Local Heroes*. Our Grand Marshalls are Michelle, Erin and Amy Patrick – Officer Scott Patrick’s Family. Mayor and Council thanked the committee for their work on this fun community event.

May 18: City Open House, 5:00 to 7:00 p.m.

May 19: Carnival at Signal Hills begins

May 20: Street Dance at Dunham’s from 7:00 to 11:00 p.m.

May 21: Family Fitness Fair at Moreland, 9:30 to 11:30 a.m.

May 21: Parade starts at 1:00 p.m. and ends at Harmon Park

May 21: Harmon Park Festival after parade ends – fireworks, food vendors, beer, bingo, and more.

May 21: Rock the Barn at Dodge Nature Center from 3:00 to 7:00 p.m.

May 22: Kiwanis Pancake Breakfast at YMCA from 7:00 a.m. to 1:00 p.m. includes Silent Auction.

May 22: Farewell Luncheon for the Royalty at Thompson Park from 1:00 to 4:00 p.m.

8. Council Comments

Clpn. Napier said the Environmental Committee collaborated with Garlough Elementary Magnet School to hold an Explorer Fair this Friday, May 13 from 5:00 to 7:00 p.m. Participants will enjoy a variety of activities. Thanks to Southview Garden Center for their tree donation. Also, there is a link to an article about volunteer and paid fire department personnel and how they contribute to our community. Check it out on our city website.

Clpn. Iago said the I/I project deals with sewer coming out of your home into the main system. Residents were recently mailed a Benjamin Franklin Plumbing Company letter that is filled with inaccurate information. The Met Council has been informed about this letter and if you receive anything from Benjamin Franklin Plumbing it is not accurate. Manager Fulton will look into this as well.

Clpn. Armon urged the public to call elected officials and tell them to support \$12 million for Robert Street: David Hahn 651-296-1749 and Joyce Pepin 651-296-7806. Also, kudos to the

amazing St. Stephen Scout Troop #48. The leaders who have assisted with the scouts are amazing.

Clpn. Halverson said thanks to members in the audience for bringing all of the kids and brightening our evening.

Clpn. Bellows thanked staff for access to Livingston Street and work on the Shop Robert program. Thank you to the police department and public works for the work on Marie and Livingston intersection which has been striped for pedestrians.

Mayor Meisinger will be attending the Westwood Ridge "Pie in the Face" fundraiser in conjunction with WSP Days Celebration events. The City's annual open house is May 18th at City Hall from 5:00 to 7:00 p.m.

9. Proclamations, Presentations and Recognitions

A. Introduce New Police Officer and Community Service Officers

Police Chief Shaver introduced two new CSO's Nolan Cornell and Sammy Thoet. The Chief also swore in two new police officers: Aleck Williams and Craig Baumeister. The Mayor and Councilmembers welcomed all of the new police personnel with a round of applause.

B. Jane Nordin Day

Mayor David Meisinger and Councilmembers recognized Jane Nordin for being a loyal educator and friend to many in our community and proclaimed May 6 as Jane Nordin Day in West St. Paul. The complete proclamation is attached to these minutes.

C. SRSBA Donation

Director Carlson gave an overview of a \$150.00 donation that SRSBA gave to feed the volunteers who assisted with our Earth Day clean-up that Clpn. Armon organized.

Motion was made by Clpn. Armon and seconded by Clpn. Napier to adopt Resolution No. 16-42 and graciously accept the \$150.00 donation from the South Robert Street Business Association. All members present voted aye. Motion carried.

D. Walmart Donation

Police Chief Shaver gave an overview of Walmart's \$2,000 donation for police department programs.

Motion was made by Clpn. Vitelli and seconded by Clpn. Armon to adopt Resolution No. 16-43 and graciously accept the \$2,000.00 donation from Walmart for police programs. All members present voted aye. Motion carried.

E. WSP Commercial Club Donation

City Manager Matt Fulton gave an overview of the \$1,000.00 donation from the WSP Commercial Club for the Art on the Avenue Color Dash Run. Art on the Avenue will be held on July 23 from 4:00 to 8:00 p.m. at Dodd Park on Smith Avenue from Butler to Annapolis.

Motion was made by Clpn. Armon and seconded by Clpn. Vitelli to adopt Resolution No. 16-44 and graciously accept the \$1,000.00 donation from the WSP Commercial Club for the City's annual Art on the Avenue Color Dash event on July 23 from 4:00 to 8:00 p.m. All members present voted aye. Motion carried.

Police Reserves Update

Police Chief Manila Shaver introduced Lt. Mark Crowley who oversees the police reserves. Lt. Crowley explained the reserve program has been in existence for 19 years and he has served for 17 years. Lt. Crowley introduced Sgt. Hinderscheid and Officer Reynolds and other Reserve Officers in attendance. A detailed presentation was given and is available on the city website. Clpn. Napier said on behalf of all the organizations that benefit from your services, thank you very much. Mayor and Councilmembers and staff and those in attendance gave a resounding round of applause.

10. Consent Agenda

- A. City Council Meeting Minutes of April 25, 2016
- B. City Licensing
- C. Resolution No. 16-45 Reauthorize Membership in the 4M Fund
- D. Resolution No. 16-46 Dakota County Domestic Preparedness JPA, Renewal
- E. Resolution No. 16-41 BCA Master Agreement, Renewal
- F. Resolution No. 16-40 Criminal Justice Data Network Subscriber Agreement Renewal
- G. City Licensing - Celebrate West St Paul Special Event
- H. City Rental Licensing
- I. List of Claims with item # 121829 removed for individual consideration – item 13.B.
- J. Police Reserve Annual Report
- K. AT&T / Cingular Wireless Lease Agreements
- L. Temporary Construction Easement Agreements

Motion was made by Clpn. Vitelli and seconded by Clpn. Armon to approve the consent agenda items listed above. All members present voted aye. Motion carried.

11. Public Hearing

A. Assessment Hearing for Unpaid Invoices

Finance Director Joan Carlson gave an overview

Council comments:

- Clpn. Iago asked how often this is done – twice per year. Occasionally a real estate transaction gets caught and Clpn. Iago would like to offer assistance. Director Carlson

said a person should contact the County and City for assessment information. Title insurance is available to a person purchasing a home said Director Carlson. Clpn. Iago asked about alarm call unpaid fees. Chief Shaver offered information on these calls and charges.

Open public hearing at 7:25 p.m.

- Former property owner of 355 Bernard objects to her assessment amount.
- Property owner of 882 Stryker explained his objection to this property assessment. He did not have any knowledge of the bills as the property was in foreclosure and owned by a bank. He is contesting the assessment and asked for a deferral until this is taken care of.

Clpn. Halverson would like to remove the assessment and give the owner at 882 Stryker 90 to 120 days. Clpn. Vitelli would like to give him until July 31 to rectify the situation.

- Mary (355 Bernard) asked about time that she was forbidden to be on the property. His (882 Stryker) issue is different because he was not the owner. You were the owner and you will need to file the appeal.
- Mr. Goldberg, 1254 and 1260 South Robert Street wanted to appeal and request a delay for a rental property he owns. This item will be heard in court on June 27.

Clpn. Bellows is not sure about delaying the process as this is a civil matter. Director Carlson believes there is a small amount of time to pay the invoice before it's assessed to the tax roll. Clpn. Iago agrees with Clpn. Halverson with a new homeowner he is comfortable with deferring. Clpn. Halverson said she does not believe we are interfering with the matter.

The public hearing closed at 7:43 p.m.

Motion was made by Clpn. Napier and seconded by Clpn. Halverson to approve adoption of the assessment list excluding and deferring 882 Stryker to July 25, 2016 for final consideration. All members present voted aye. Motion carried.

B. First Reading - Zoning Ordinance Amendment, Section 153.004 Regarding the Definition of Family - City of West St. Paul

Community Development Director Jim Hartshorn gave an overview Attorney Land added that the code currently has two definitions and this amendment will help to define our zoning code. Councilmembers offered various comments. Clpns. Halverson and Bellows and Iago are not quite in favor. Clpn. Vitelli is in favor and supports the proposed ordinance. Clpn. Halverson said we need to pay attention to the larger issues. Clpn. Vitelli asked what you would change. Clpn. Halverson stated that she does not believe that any of us have the right to define what "Family" means to anyone else.

The public hearing opened at 8:00 pm.

Michelle Pivec, 998 Livingston Ave., as a resident and human being she is not in favor of the ordinance amendment and agrees with Clpn. Halverson.

The public hearing closed at 8:01 p.m.

Attorney Land explained that she and staff have reviewed other city definitions including the state, for family, and there are no clear answers.

Motion was made by Clpn. Halverson and seconded by Clpn. Armon to deny the first reading of a Zoning Ordinance Amendment, Section 153.004, regarding the definition of a family and continue discussion and consideration of an amendment. Clpns. Armon, Halverson, Iago, Napier and Vitelli voted aye. Clpn. Bellows voted no. The motion carried.

12. New Business

A. First Reading - City Ordinance Amendment, Section 92.02 regarding residential trash storage and temporary outdoor storage containers - City of West St. Paul

Community Development Director Hartshorn gave an overview.

Comments:

- Clpn. Napier supports the amendment.
- Clpn. Iago would like to split the two – he is in favor of item 2 but not item 1. Item 1 is not enforceable.
- Clpn. Halverson agrees with Clpn. Iago.
- Clpn. Napier's point is if someone's container is left in the driveway someone will call and with the ordinance change, you will have support. You have to have something like this to have regulation otherwise the trash container could be in the driveway for a week.
- Clpn. Bellows said this is less restrictive than the current ordinance. This seems more enforceable than the current ordinance. What's proposed is that we don't have any limitation on trash pick-up. This is a reasonable compromise of what we have now.
- Clpn. Vitelli is in favor
- Director Hartshorn explained that staff would send a citation letter if someone was in violation. Staff will most likely get the recurring offenders because this is an ongoing problem and he does not see it as a hard issue to regulate and this amendment would be helpful. The storage pods have gotten out of hand in the last few years and we need regulation. Clpn. Iago is in favor of pod regulation.

Motion was made by Clpn. Vitelli and seconded by Clpn. Armon to approve the first reading of an Ordinance amendment to Section 92.02 regarding residential trash storage and temporary outdoor storage containers (pods). Clpns. Armon, Halverson, Napier, Bellows and Vitelli voted aye. Clpn. Iago voted no. The motion carried.

B. City Licensing - Outdoor Live Entertainment

Police Chief Shaver gave an overview of the live outdoor entertainment license for Dunham's to hold an event on May 20, 2016 from 7:00 to 11:00 p.m. in conjunction with the WSP Days Celebration.

Motion was made by Clpn. Bellows and seconded by Clpn. Armon to approve the Outdoor Live Entertainment license for Dunham's to hold an event in conjunction with WSP Days. All members present voted aye. Motion carried.

C. Approve Easement Agreements for Safe Routes to School Project 14-6

Director Beckwith gave an overview of easement agreements needed for the Safe routes to School project on Wentworth Avenue and Bellows Street. There are permanent and temporary easements needed at this time.

Clpns. Napier and Vitelli asked questions. Clpn. Halverson thanked staff for working on this project as did the other Councilmembers. Clpn. Bellows is in favor of this project and request.

Motion was made by Clpn. Bellows and seconded by Clpn. Vitelli to approve the easement agreements for the Safe Routes to School project #14-6 as presented. All members present voted aye. Motion carried.

D. Award Bid for Lift Station 5 & 6 Project #16-2

Director Beckwith gave an overview of two bids for the Lift Station 5 & 6 Rehabilitation and Force Main Project which were opened and read aloud on Wednesday, May 4. The bids are shown below along with the engineer's estimate:

Bidder	Base Bid
Pember Companies, Inc.	\$1,102,773.00
Geislinger & Sons, Inc.	\$1,189,000.00
Engineer's Estimate	\$1,730,000.00

Motion was made by Clpn. Armon and seconded by Clpn Halverson to accept the bids as presented and approve a construction contract with Pember Companies, Inc. in the amount of \$1,102,773.00 for the Lift Station 4 and 6 Project #16-2. All members present voted aye. Motion carried.

13. Old Business

A. First Reading Vote for I/I Ordinance Amendment

Manager Matt Fulton gave an overview and explained that at the last meeting the Council had discussed an I/I ordinance amendment at length but neglected to formally approve the first reading. A public hearing has been noticed for May 23 during the regular Council meeting.

Motion was made by Clpn. Vitelli and seconded by Clpn. Halverson to approve the first reading of an Ordinance amendment for the Inflow/Infiltration issue. All members present voted aye. Motion carried.

Clpn. Napier added that we received an email from a realtor and those concerns will be addressed during the public hearing on May 23. The public hearing is opened to the public so if anyone wishes to comment on the proposed ordinance changes, they can be heard during the public hearing.

B. SRF Invoice – Change order for soil correction work performed (removed from consent agenda)

Mayor Meisinger gave an overview and asked for copy of an RFP that was sent to get the contract started. The City hired Braun to do soil borings. Braun completed the work and the City sent the information to SRF. This is where problems begin. Currently, we are almost \$1.3 million over project costs due to soil correction work. The City hired TKDA to review the tickets (muck removal and sand fill) and they can't determine whether they removed muck. Director Beckwith said he was not involved with the review/audit.

If it wasn't muck why did we take it out and sell it. This is concerning that we had a design and there was no money allotted for soil corrections. SRF needs to be held accountable and they are not getting him (Mayor) information.

Comments:

- The Councilmembers and Mayor are upset. Mayor Meisinger read Braun's understanding of the soil borings. Mayor believes there is a design issue. Clpn. Halverson agrees and said she is equally upset.
- Clpn. Armon asked Attorney Land if we decide not to pay SRF what might generate legally. Attorney Land said the city is obligated to make payment for work performed. Continuing this matter for another 2 weeks would not hamper the issue.
- Clpn. Napier said it makes it more difficult that the engineer on staff is no longer with us.
- Clpn. Iago added comments about the tickets and audit. We required an audit and there is not a clear answer. So many things the Mayor has asked for have not been forthcoming. Manager Fulton said we are missing the RFP. Clpn. Iago is upset about how SRF is handling many issues. We need to find answers.

Motion was made by Clpn. Vitelli and seconded by Clpn. Halverson to continue payment of the SRF invoice to a future meeting. All members present voted aye. Motion carried.

14. Adjourn

Motion was made by Clpn. Vitelli and seconded by Clpn. Napier to adjourn the meeting at 8:40 p.m. All members present voted aye. Motion carried.



David Meisinger
Mayor
City of West St. Paul

PROCLAMATION
JANE E NORDIN DAY
April 22, 2016

WHEREAS, Jane Nordin has spent her entire career in Catholic schools educating the children of the great state of Minnesota

WHEREAS, Jane graduated from New Ulm Catholic High school with Honors

WHEREAS, Jane obtain her Bachelor of Science in Education from the College of St Scholastica

WHEREAS, Jane began teaching at New Ulm Catholic Middle School and was then hired on at St Joseph's in 1978 as a middle school History and English teacher

WHEREAS, Jane also served as the assistant principal from 1983-1987 and became the principal in 1988

WHEREAS, Jane furthered her education in 1990 at the University of St. Thomas by obtaining her Masters of Arts degree in Education Administration

WHEREAS, in 1994 Jane obtained her Education Specialist certificate again from the University of St Thomas

WHEREAS, Jane is a 1997 graduate of National Catholic Principals Academy in Washington D.C.

WHEREAS, Jane has been awarded National Catholic Education Association (NCEA) Distinguished Principal of the Year in 1996

WHEREAS, Jane has also been awarded the New Ulm Area Catholic Schools (NUACS) Distinguished Alum Award in 2007

WHEREAS, Jane was the recipient of the 2016, K-8 Leadership Award, presented by the Minnesota Independent School Forum

WHEREAS, when Jane is not busy educating our youth, she spends time with her daughter Lisa and son Brian, both of whom graduated from St. Joseph's as well as her two granddaughters.

WHEREAS, Jane has helped in the Catholic education of over 2,000 students over her 37 year career

NOW BE IT RESOLVED, that the Honorable Mayor David Meisinger and the members of the City Council of the City of West Saint Paul do hereby recognize Jane Nordin for being a loyal educator in the City of West St. Paul and a friend to many in our community and do hereby declare today, May 6th 2016 to be Jane Nordin Day in the City of West Saint Paul


David Meisinger, Mayor

Rec'd
5-9-2014
cd

I object to the special assessment
proposed on my property at

882 Stryker Ave
W. St. Paul, MN

TFS

Thomas F. Suprenant

Reid
5-9-16
cd

at 1616 Humboldt Avenue, W. St. Paul, MN 55118

(1)

Attention City of West St. Paul Council

My name is Mary Rauschnot, married to Fredrick D. Rauschnot, also deceased. We are the current owners of the property of 353 Rehberg Pl., W. St. Paul, MN, 55118. Property Description of Solar addition, lot 5, block 7. I am here today to oppose / object to the proposed assessment on this property of \$38,244.96. This amount includes weed & grass cuttings, police false alarm, house demolition, miscellaneous charges, & administrative citations.

On Sept 18th of 2014 (approx. date), my husband was forced out of our home by law enforcement & city officials & was told he could not even stay on the property or in the garage waiting for a ride & had no where to go. This property had been his home for 33 yrs. He was severely handicapped at this time with both of his legs amputated to the knees, his left arm amputated to the elbow - severe neuropathy, on Dialysis, has had 3 heart attacks & two strokes. He was left alone in a wheel chair out in the Oakdale Ct. cul-de-sac in 90° temp. for 4 hours. Emergency Assistance stepped in & put him up at the Extended Stay hotel in Eagan, MN. He remained there for one year - which was a contributing factor of his death. Fred was so distraught over the City of W.S.P. actions that day of approximately Sept 18th of 2014, that he tried to commit suicide that night. Both of us were not allowed on our property & we also had two family pets that were displaced. I was not allowed to die any maintenance to the lawn - shoveling or anything.

May Rauschert continues

(7.)

It wasn't until late April or May of '15, that a court order gave me 3 weeks to get all of our family property out of the house. I had very little help & consequently lost a lot of precious & sentimental items that make me cry still today when I think of them. After the 3 weeks was up - I was again banned from the property along with Fred.

I can tell you from Sept 18, '14, I feel the City of W. St. Paul, further victimized us - by taking advantage of the fact that we were low income, handicapped, & ignorant of this city's methods of operations.

While under this said city's care - the gas lines & meter were removed prematurely & no permission from the owners, the electric lines & meter were removed, the water pipes froze & flooded my house, causing major damage. Also when the house was boarded up, junk plywood was used - snapped off pieces of plywood not cut to size. At times the house was not secured, the front patio door was unlocked & not boarded up. Our taxes were not reduced due to Fred's disabilities & low income. I feel the City of W. St. Paul, is stealing my property from me. Therefore I'm objecting to these proposed assessments being discussed on May 9th of '16.

Signed May 9, '17 Sincerely, May Rauschert
P.S. Also - from Feb 9, 09, to current this city has gone out of there way to keep me out of my home. At first presented in '09 - when myself & 3 children

May Rausch
cont

3.

were forced to live in a shelter for five months. It continued for next 6 plus years of police harassment to me which then caused me a hospital stay from July 3, '15, to July 4, '15 from intentional abuse from my husband allowed by a W. St. Paul officer who failed to protect me. Tell me how I had a prayer of taking care of my property when ^{some} bur boys in blue - were constantly discriminating, abusing the system put in place of any citizen's rights. I am requesting records of the said City to eliminate the proposed assessments.

Again - Sincerely,
Mrs. May Rausch
May 9, 17

P.S.S. again. I also would like to mention that during this time, my husband & I were raising 3 grand-children that Dakota Co. courts gave us full custody of in '2000 - of Sept.

CITY OF WEST ST. PAUL
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 16-40

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT:
COURT DATA SERVICES SUBSCRIBER AGREEMENT

BE IT RESOLVED, that the City of West St. Paul will enter into a cooperative agreement with the Department of Public Safety (i.e. the Bureau of Criminal Apprehension or "BCA") for the purpose of allowing the City Attorney to have access to information from the Criminal Justice Data Network (CJDN).

WHEREAS, under Minn. Stat. § 471.59, the BCA and the City are empowered to engage in such agreements as are necessary to exercise their powers.

WHEREAS, Under Minn. Stat. § 299C.46 the BCA must provide a criminal justice data communications network to benefit criminal justice agencies in Minnesota.

WHEREAS, the BCA either maintains repositories of data or has access to repositories of data that benefit criminal justice agencies in performing their duties.

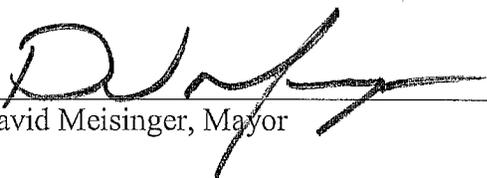
WHEREAS, the City's prosecutor needs access to this data in support of its criminal justice duties.

WHEREAS, the City's police department and Attorney are authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in the executed agreement.

NOW, THEREFORE BE IT RESOLVED, that the Mayor for the City of West St. Paul and the City Clerk, are authorized to sign the State of Minnesota Joint Powers Agreement.

Adopted by the City Council of the City of West St. Paul on this 9th day of May, 2016.

Ayes: 6 Nays: 0 Attest:


David Meisinger, Mayor


Chantal Doriott, City Clerk

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment ("Subscriber Amendment") is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, ("BCA") and the West St. Paul on behalf of its Police Department ("Agency"), and by and for the benefit of the State of Minnesota acting through its State Court Administrator's Office ("Court") who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 108237, of even or prior date, for Agency use of BCA systems and tools (referred to herein as "the CJDN Subscriber Agreement"). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers ("Master Authorization Agreement") between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.

ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.

iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.

iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. "Rules of Public Access" means 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, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records or Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.

g. "Court" shall mean the State of Minnesota, State Court Administrator's Office.

h. "Subscriber" shall mean the Agency.

i. "Subscriber Records" means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES. Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. **Activation.** Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. **Rejection.** Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. **Requests for Termination of One or More Authorized Court Data Services.** The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

4. SCOPE OF ACCESS TO COURT RECORDS LIMITED. Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other

materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS. Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS. During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. Court Data Services Programs. Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

b. Court Data Services Databases. Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

c. Marks. Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

d. Restrictions on Duplication, Disclosure, and Use. Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to

any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

e. **Proprietary Notices.** Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. **Title; Return.** The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (1) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8. **INJUNCTIVE RELIEF.** Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

9. **LIABILITY.** Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes; section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be

governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

10. AVAILABILITY. Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

12. ADDITIONAL USER OBLIGATIONS. The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

a. Judicial Policy Statement. Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

b. Access and Use; Log. Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

c. Personnel. Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

d. Minnesota Data Practices Act Applicability. If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn.

Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

14. MODIFICATION OF FEES. Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

a. **WARRANTY EXCLUSIONS.** EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

b. **ACCURACY AND COMPLETENESS OF INFORMATION.** WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA

shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. NON-WAIVER. The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. FORCE MAJEURE. Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

20. SEVERABILITY. Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

21. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

22. GOVERNING LAW. This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

23. VENUE AND JURISDICTION. Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

24. INTEGRATION. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

1. SUBSCRIBER (AGENCY)

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: DAVID MEISINGER
(PRINTED)

Signed: [Signature]

Title: Mayor
(with delegated authority)

Date: May 9, 2016

**2. DEPARTMENT OF PUBLIC SAFETY,
BUREAU OF CRIMINAL APPREHENSION**

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

**3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division**

By: _____

Date: _____

4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____

CITY OF WEST ST. PAUL
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 16-41

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT:
BUREAU OF CRIMINAL APPREHENSION MASTER AGREEMENT

WHEREAS, the City of West St. Paul, on behalf of its Prosecuting Attorney and Police Department, desires to enter into Joint Powers Agreement with the State of Minnesota, Department of Public Safety, and the Bureau of Criminal Apprehension to use systems and tools available over the State's Criminal Justice Data Network for which the City is eligible. This joint powers agreement further provides the City with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the City to pay the costs for the network connections.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West St. Paul, Minnesota as follows:

1. That the State of Minnesota Joint Powers Agreement by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of West St. Paul on behalf of its Prosecuting Attorney and Police Department, are hereby approved. A copy of the Joint Powers Agreement is attached to this Resolution and made a part of it.
2. That the City's Chief of Police or his or her successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement, the Police Department's Lieutenants are appointed as the Authorized Representative's designees.

3. That Attorney Kori Land of the Law firm of LeVander, Gillen and Miller, or his or her successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative for the Prosecuting Attorney is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

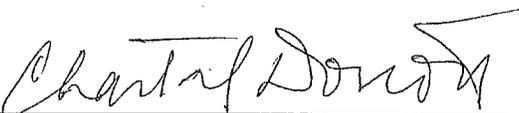
To assist the Authorized Representative with the administration of the agreement, Attorneys from the Law firm of LeVander, Gillen and Miller, assigned to represent the City, are appointed as the Authorized Representative's designee.

4. That the Mayor for the City of West St. Paul and the City Clerk, are authorized to sign the State of Minnesota Joint Powers Agreement.

Adopted by the City Council of the City of West St. Paul on this 9th day of May, 2016.

Ayes: 6 Nays: 0 Attest:


David Meisinger, Mayor


Chantal Doriott, City Clerk

**STATE OF MINNESOTA
JOINT POWERS AGREEMENT
AUTHORIZED AGENCY**

This agreement is between the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension ("BCA") and the City of West St. Paul on behalf of its Police Department ("Agency").

Recitals

Under Minn. Stat. § 471.59, the BCA and the Agency are empowered to engage in those agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46 the BCA must provide a criminal justice data communications network to benefit authorized agencies in Minnesota. The Agency is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized agencies in performing their duties. Agency wants to access these data in support of its official duties.

The purpose of this Agreement is to create a method by which the Agency has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

- 1.1 **Effective date:** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 **Expiration date:** This Agreement expires five years from the date it is effective.

2 Agreement between the Parties

2.1 General access. BCA agrees to provide Agency with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Agency is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

2.2 Methods of access.

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

A. Direct access occurs when individual users at the Agency use Agency's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.

B. Indirect access occurs when individual users at the Agency go to another Agency to obtain data and information from BCA's systems and tools. This method of access generally results in the Agency with indirect access obtaining the needed data and information in a physical format like a paper report.

C. Computer-to-computer system interface occurs when Agency's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Agency employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Agency will select a method of access and can change the methodology following the process in Clause 2.10.

2.3 Federal systems access. In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Agency with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.

2.4 Agency policies. Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Agency has created its own policies to ensure that Agency's employees and contractors comply with all applicable requirements. Agency ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://app.dps.mn.gov/cjdn>.

2.5 Agency resources. To assist Agency in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://dps.mn.gov/divisions/bca/bca-divisions/mnjis/Documents/BCA-Policy-on-Appropriate-Use-of-Systems-and-Data.pdf>.

2.6 Access granted.

A. Agency is granted permission to use all current and future BCA systems and tools for which Agency is eligible. Eligibility is dependent on Agency (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Agency's written request for use of a specific system or tool.

B. To facilitate changes in systems and tools, Agency grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Agency needs to meet its criminal justice obligations and for which Agency is eligible.

2.7 Future access. On written request by Agency, BCA also may provide Agency with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Agency agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.

2.8 Limitations on access. BCA agrees that it will comply with applicable state and federal laws when making information accessible. Agency agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.

2.9 Supersedes prior agreements. This Agreement supersedes any and all prior agreements between the BCA and the Agency regarding access to and use of systems and tools provided by BCA.

2.10 Requirement to update information. The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving a city as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

2.11 Transaction record. The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Agency conducted a particular transaction.

If Agency uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Agency's method of access is a computer to computer interface as described in Clause 2.2C, the Agency must

keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If an Agency accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Agency must have a transaction record of all subsequent access to the data that are kept by the Agency. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

2.12 Court information access. Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by Agency under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Agency's access to and/or submission of the Court Records delivered through the BCA systems and tools.

2.13 Vendor personnel screening. The BCA will conduct all vendor personnel screening on behalf of Agency as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Agency.

3 Payment

The Agency agrees to pay BCA for access to the criminal justice data communications network described in Minn. Stat. § 299C.46 as specified in this Agreement. The bills are sent quarterly for the amount of One Thousand One Hundred Ten Dollars (\$1,110.00) or a total annual cost of Four Thousand Four Hundred Forty Dollars (\$4,440.00).

Agency will identify its contact person for billing purposes, and will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives

The BCA's Authorized Representative is Dana Gotz, Department of Public Safety, Bureau of Criminal Apprehension, Minnesota Justice Information Services, 1430 Maryland Avenue, St. Paul, MN 55106, 651-793-1007, or her successor.

The Agency's Authorized Representative is Chief Manila Shaver, 1616 Humboldt Avenue, West St. Paul, MN 55118-3972, (651) 552-4200, or his/her successor.

5 Assignment, Amendments, Waiver, and Contract Complete

5.1 Assignment. Neither party may assign nor transfer any rights or obligations under this Agreement.

5.2 Amendments. Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.

5.3 Waiver. If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.

5.4 Contract Complete. This Agreement contains all negotiations and agreements between the BCA and the Agency. No other understanding regarding this Agreement, 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 and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466, governs the Agency's liability.

7 Audits

7.1 Under Minn. Stat. § 16C.05, subd. 5, the Agency's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement. Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

7.2 Under applicable state and federal law, the Agency's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

7.3 If Agency accesses federal databases, the Agency's records are subject to examination by the FBI and Agency will cooperate with FBI examiners and make any requested data available for review and audit.

7.4 To facilitate the audits required by state and federal law, Agency is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

8.1 **BCA and Agency.** The Agency and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Agency under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Agency or the BCA.

8.2 **Court Records.** If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Agency comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of alleged violations; sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Agency.

9.1 **Investigation.** Agency and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Agency and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Agency of the suspected violation, subject to any restrictions in applicable law. When Agency becomes aware that a violation has occurred, Agency will inform BCA subject to any restrictions in applicable law.

9.2 Sanctions Involving Only BCA Systems and Tools.

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber

Amendment. None of these provisions alter the Agency's internal discipline processes, including those governed by a collective bargaining agreement.

9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Agency must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Agency must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Agency and BCA's determination controls.

9.2.2 If BCA determines that Agency has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Agency's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

9.3 Sanctions Involving Only Court Data Services

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Agency. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Agency. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Agency understands that if it has signed the Court Data Services Subscriber Amendment and if Agency's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Agency also understands that reinstatement is only at the direction of the Court.

9.3.2 Agency further agrees that if Agency believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 Termination. The BCA or the Agency may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Agency is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing obligations

The following clauses survive the expiration or cancellation of this Agreement: 6. Liability; 7. Audits; 8. Government Data Practices; 9. Investigation of alleged violations; sanctions; and 10. Venue.

The parties indicate their agreement and authority to execute this Agreement by signing below.

1. AGENCY

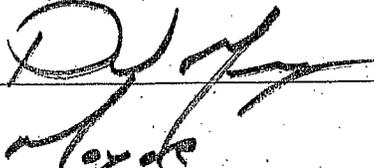
Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: DAVID MEISNGER
(PRINTED)

Signed: 

Title: _____
(with delegated authority)

Date: May 9 - 2016

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF
CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

Dakota County
City of West St. Paul

RESOLUTION NO. 16-42

RESOLUTION ACCEPTING DONATION
FROM SOUTH ROBERT STREET BUSINESS ASSOCIATION

WHEREAS, South Robert Street Business Association has donated \$150 to the City of West St Paul, and

WHEREAS, the Mayor and City Council acknowledge their generosity and extend its appreciation to South Robert Street Business Association for their donation.

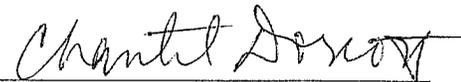
NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council accepts the donation of \$150 on behalf of the City of West St. Paul.

Adopted by the City Council of the City of West St. Paul this 9th day of May, 2016.

Ayes: 6 Nays: 0



David Meisinger, Mayor

Attest: 

Chantal Doriott, City Clerk

CITY OF WEST ST. PAUL
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 16-43

RESOLUTION ACCEPTING DONATION FROM WALMART

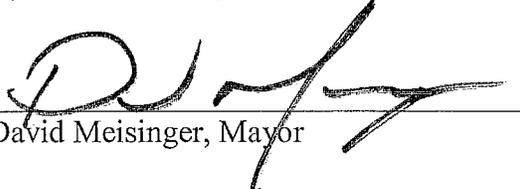
WHEREAS, Walmart has donated \$2,000 to the police department for use towards the Night to Unite event and other police community outreach endeavors;

WHEREAS, the Mayor and City Council acknowledges Walmart's generosity and extends their appreciation to Walmart for the donation;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council accepts Walmart's donation of \$2,000 on behalf of the City of West St. Paul and authorizes the police department to expend these funds in the manner described by Walmart

Adopted by the City Council of the City of West St. Paul this 9th day of May, 2016.

Ayes: 6 Nays: 0



David Meisinger, Mayor

Attest: 

Chantal Doriott, City Clerk

CITY OF WEST ST. PAUL
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 16-44

RESOLUTION ACCEPTING A DONATION
FROM WEST ST. PAUL COMMERCIAL CLUB

WHEREAS, the West St. Paul Commercial Club has donated \$1,000.00 to the City of West St. Paul to use towards the annual Art on the Avenue Color Dash event;

WHEREAS, the Mayor and City Council acknowledges West St. Paul Commercial Club's generosity and extends their appreciation to the Board for this donation;

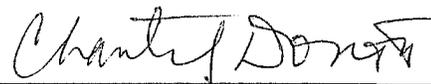
NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council accepts the West St. Paul Commercial Club's \$1,000.00 donation on behalf of the City of West St. Paul and authorizes the funds to be used for the Art on the Avenue Color Dash event on July 23, 2016.

Adopted by the City Council of the City of West St. Paul this 9th day of May, 2016.

Ayes: 6 Nays: 0



David Meisinger, Mayor

Attest: 

Chantal Doriott, City Clerk

Dakota County
City of West St. Paul

RESOLUTION NO. 16-45

Resolution Reauthorizing Membership in the 4M Fund

WHEREAS, Minnesota Statutes (the Joint Powers Act) provides that governmental units may jointly exercise any power common to the contracting parties; and

WHEREAS, the Minnesota Municipal Money Market Fund (the 4M Fund) was formed in 1987, pursuant to the Joint Powers Act and in accordance with Minnesota Investment Statutes, by the adoption of a joint powers agreement in the form of a Declaration of Trust; and

WHEREAS, the Declaration of Trust, which has been presented to this Council, authorizes municipalities of the State of Minnesota to become Participants of the Fund and make use from time to time including the 4M Liquid Asset Fund, the 4M Plus Fund, the Term Series, the Fixed Rate Programs, and other Fund services offered by the Fund; and

WHEREAS, this Council deems it to be in the best interest for the municipality to make use of, from time to time, the approved services provided by the 4M Fund's service providers including the Investment Advisor (Prudent Man Advisors, Inc.) or Sub-Advisor (RBC Global Asset Management (U.S.) Inc.), the Administrator (PMA Financial Network, Inc.), the Distributor (PMA Securities, Inc.) or the Fixed Rate Program Providers, PMA Financial Network, Inc. and PMA Securities, Inc., and the Custodian, U.S. Bank National Association, ("Service Providers") and/or their successors.

WHEREAS, this Council deems it advisable for this municipality to enter into the Declaration of Trust and become a Participant of the Fund for the purpose of joint investment with other municipalities so as to enhance the investment earnings accruing to each; now, therefore BE IT RESOLVED AS FOLLOWS:

Section 1. This municipality shall become (or renew its membership as) a Participant of the Fund and adopt and enter into the Declaration of Trust, a copy of which shall be filed in the minutes of this meeting. The appropriate officials are hereby authorized to execute those documents necessary to effectuate entry into the Declaration of Trust and the participation of all Fund programs.

Section 2. This municipality is authorized to invest monies from time to time and to withdraw such monies from time to time in accordance with the provisions of the Declaration of Trust. The following officers of the municipality or their successors are designated as "Authorized Officials" with authority to effectuate investments and withdrawals in accordance with the Declaration of Trust:

Print Name/Title Signature

Print Name/Title Signature

Print Name/Title Signature

The treasurer shall advise the Fund of any changes in Authorized Officials in accordance with Fund procedures.

Section 3. The Trustees of the Fund are designated as having official custody of those monies invested in accordance with the Declaration of Trust.

Section 4. That the municipality may open depository and other accounts, enter into wire transfer agreements, safekeeping agreements, third party surety agreements securing deposits, collateral agreements, letters of credit, lockbox agreements, or other applicable or related documents with institutions participating in Fund programs including U.S. Bank National Association, or its successor, or programs of PMA Financial Network, Inc. or PMA Securities, Inc. for the purpose of transaction clearing and safekeeping, or the purchase of certificates of deposit ("CDs") or other deposit products and that these institutions shall be deemed eligible depositories for the municipality. PMA Financial Network, Inc. and PMA Securities, Inc. and their successors are authorized to act on behalf of this municipality as its agent with respect to such accounts and agreements. Monies of this entity may be deposited in such depositories, from time to time in the discretion of the Authorized Officials, pursuant to the Fund's Programs available through its Services Providers.

It is hereby certified that the Council of West St Paul [Entity Name] adopted this Resolution at a duly convened meeting of the Council held on the 9 day of May 2016, and that such Resolution is in full force and effect on this date, and that such Resolution has not been modified, amended, or rescinded since its adoption.

6 0
Ayes: Nays:



David Meisinger, Mayor

Attest: 

Chantal Doriott, City Clerk

CITY OF WEST ST. PAUL
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 16-46

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT:
DAKOTA COUNTY DOMESTIC PREPAREDNESS COMMITTEE JPA AMENDMENT

WHEREAS, the West St Paul City Council supports efforts to be better prepared for any potential disasters/emergencies in Dakota County; and

WHEREAS, the Minnesota Department of Public Safety, Division of Homeland Security and Emergency Management, has provided funding from the federal government to enhance domestic preparedness; and

WHEREAS, the planning, training, purchase of response equipment and exercises are most efficiently and effectively implemented on a whole community basis; and

WHEREAS, the West St Paul City Council authorized the execution of the Joint Powers Agreement that formed Dakota County Domestic Preparedness Agency with the Cities of Apple Valley, Burnsville, Eagan, Farmington, Hastings, Inver Grove Heights, Lakeville, Mendota Heights, Rosemount, South St. Paul and West St. Paul; and

WHEREAS, the members of the Domestic Preparedness Committee have reviewed and are proposing updates to the Domestic Preparedness Committee Joint Powers Agreement to align the operations of the Committee with the language of the Agreement; and

WHEREAS, the major changes to the Agreement that are proposed by the members are shown below; and

- Allows for alternate members to be appointed;
- Renames the Special Operation Team Leader to Team Manager;
- Splits the Secretary and Treasurer duties into two positions;
- Assigns the Treasurer position to the Dakota County Emergency Preparedness Coordinator;
- Allows contracting with public entities that are not parties to the agreement for Special Operations Team members;
- Requires liability insurance through the League of MN Cities Insurance Trust;
- Adds non-stacking language to the Liability section; and
- Adjustments to dues are modified based the decennial federal census or the five-year mid-decennial census adjustment made by the Metropolitan Council.

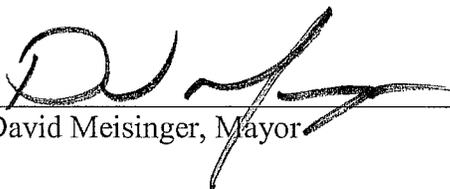
WHEREAS, the County and the Cities of Apple Valley, Burnsville, Eagan, Farmington, Hastings, Inver Grove Heights, Lakeville, Mendota Heights, Rosemount, South St. Paul and

West St. Paul desire to amend and restate the Dakota County Domestic Preparedness Committee Joint Powers Agreement.

NOW, THEREFORE, BE IT RESOLVED, That the West St Paul City Council hereby authorizes the City Manager to execute the First Amended and Restated Joint Powers Agreement for Dakota County Domestic Preparedness Committee with the Cities of Apple Valley, Burnsville, Eagan, Farmington, Hastings, Inver Grove Heights, Lakeville, Mendota Heights, Rosemount, South St. Paul and West St. Paul for the creation of a Domestic Preparedness Committee, subject to approval by the City Attorney as to form.

Adopted by the City Council of the City of West St. Paul on this 9th day of May, 2016.

Ayes: 6 Nays: 0 Attest:



David Meisinger, Mayor



Chantal Doriott, City Clerk