



Request for City Council Committee Action

Date: March 1, 2005

To PS & RS Committee
Referral to Ways & Means Committee

Prepared or Submitted by Patrick Marzitelli Phone (612) 673-2671
Approved by Deputy Chief Lubinski

Subject: Minnesota Department of Corrections Interchange Agreement.

Presenters in Committee: Deputy Chief Tim Dolan

Recommendation

(Complete action required in the final report, including fund-agency-org, contract number and amendment number, if applicable)

Financial Impact (Check those that apply)

XX No financial impact (If checked, go directly to Background/Supporting Information)

- Action requires an appropriation increase to the Capital Budget
- Action requires an appropriation increase to the Operating Budget
- Action provides increased revenue for appropriation increase
- Action requires use of contingency or reserves
- Other financial impact (Explain):

Request provided to the Budget Office when provided to the Committee Coordinator

Background/Supporting Information

The agreement allows for a Minneapolis police officer to work in the Minnesota Department of Corrections Fugitive Apprehension Unit for 90 days. After the 90 day period is over, another MPD Officer is chosen to participate. The officer is fully supervised by the Minnesota Department of Corrections and is considered a state employee for liability purposes. The City of Minneapolis will remain responsible for the officer's salary and benefits. The 90 day period with the Fugitive Apprehension Unit will help develop the careers of participating officers.

STATE OF MINNESOTA DEPARTMENT OF CORRECTIONS

&

CITY OF MINNEAPOLIS

INTERCHANGE AGREEMENT

THIS AGREEMENT is made and entered into by the State of Minnesota, acting through the Department of Corrections ("DOC") and its Commissioner ("State") and the City of Minneapolis, a municipal corporation of the State of Minnesota, acting through the Minneapolis Police Department and its Chief ("City").

WHEREAS the City desires to cooperate with the State in the apprehension of fugitives; and

WHEREAS the State recognizes that intergovernmental cooperation is an essential factor in resolving problems affecting this state and that the interchange of personnel between and among governmental agencies at the same or different levels of government is a significant factor in achieving such cooperation as set out in Minnesota Statutes §15.51, et seq.; and

WHEREAS the City agrees to be the "sending agency" and the Minnesota Department of Corrections ("DOC") agrees to be the "receiving agency", as defined by Minnesota Statutes §15.52; and

WHEREAS the City views such an exchange with the State as an opportunity to enrich the careers of its individual police officers and the agreed exchange period will be no longer than authorized by Minnesota Statutes §15.53.

THE PARTIES AGREE TO THE FOLLOWING:

PURPOSE

The purpose of this agreement is to define the rights and obligations of the parties with respect to the assigning and detailing of City Police Officers to work in DOC's fugitive apprehension unit.

The City shall assign and detail a City Police Officer to the DOC for the term of this agreement. The DOC shall be responsible for any and all supervision of the assigned City Police Officer as may be necessary or desirable in the DOC's discretion during the period of assignment.

The assigned City Police Officer agrees to be assigned and detailed to the DOC for the duration of the agreement. The assigned City Police Officer further agrees to act in conformity with all applicable laws of the State of Minnesota relating to law enforcement, and to peace officers, and to perform such lawful duties and orders as may be assigned to the City Police Officer by the DOC relating to law enforcement and to the mission of State.

PERIOD OF ASSIGNMENT

The period of each assignment is 90 days. The effective date of this agreement is March 1, 2005, or the date the State obtains all required signatures as provided by Minnesota Statutes §16C.05, subd. 2, whichever date is later.

. This agreement will be staffed with a City Police Officer on a 90 day rotation as staffing allows. The 90 day rotation sequence will be March, April, May; June, July, August; September, October, November; December, January, February and the contract will expire December 31, 2006..

3. DUTIES AND RESPONSIBILITIES

The assigned City Police Officer's duties shall include but not be limited to assisting the DOC's Fugitives Apprehension Unit with investigating the whereabouts of DOC warranted fugitives and arresting DOC warranted fugitives and gathering intelligence.

4. EQUIPMENT

The City Police Officer must provide his/her own 800 megahertz radio, firearm, ammunition, handcuffs, ballistic vest, and clearly marked POLICE raid vest or jacket. All other necessary equipment to carry out these duties shall be provided by the DOC.

5. SUPERVISION

The assigned City Police Officer's direct supervisor for the term of this agreement will be the DOC or its designee. The designee will also be responsible for the day-to-day supervision of the assigned City Police Officer.

6. SALARY AND BENEFITS

The assigned City Police Officer shall remain an employee of the City throughout the period of assignment and the City will remain responsible for all salary and benefits the assigned City Police Officer would otherwise be entitled to.

7. TERMINATION

Either Party may terminate this Agreement for any reason by giving 14 days notice to the other Party.

8. DEFENSE & INDEMNIFICATION

The City Police Officer assigned to the DOC Fugitive Apprehension Unit shall be considered an agent of the DOC and not an agent of the City while in performance of his/her duties on detail to the.

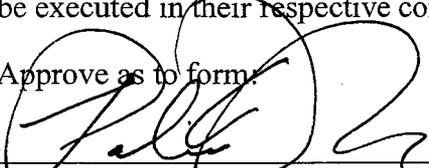
Pursuant to Minn Statute 3.732 Subd 1 (2) the City Police Officer shall be acting on behalf of the state in an official capacity, temporarily or permanently, with or without compensation and therefore is considered an employee of the state. The City Police Officer shall be covered by the Minnesota Tort Claims Act. Pursuant to Minn Statute 3.736 Subd 9 the state shall defend, hold harmless and indemnify any employee of the state against expenses, attorneys' fees, judgements, fines and amounts paid in settlement actually and reasonably incurred by the employee in connection with any tort, civil or equitable claim or demand while the officer is acting within the scope and course of assigned duties

9. CIVIL RIGHTS & AFFIRMATIVE ACTION

The Parties agree to comply with all applicable federal, state and local laws and ordinances relating to civil rights and nondiscrimination including all rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

IN WITNESS THEREOF the City of Minneapolis and the State of Minnesota have caused this Agreement to be executed in their respective corporate names and as of the date first written above.

Approve as to form:


Assistant City Attorney

CITY OF MINNEAPOLIS

By: _____
City Finance Department

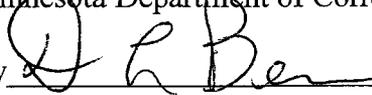
Date: 2-28-05

Date: _____

✓ By: 
Department Head

Date: 2-28-05

Minnesota Department of Corrections

By  Date 2-28-05
Deputy Commissioner

Council Member Dan Niziolek
Chair, PSRS

Minnesota Commissioner of Administration

By _____ Date _____