



Fiscal Agent Agreement

This is a Fiscal Agent Agreement (“Agreement”) between Ramsey County, a political subdivision of the State of Minnesota, on behalf of its Sheriff’s Office, 425 Grove Street, Saint Paul, Minnesota 55101 (“County”), and the City of Maplewood, the City of New Brighton, the City of Roseville, the City of St. Paul, the City of Mounds View, and the City of White Bear Lake (each, a “City” and collectively, the “Cities”).

Recitals

- A. The County has joined the North Central High Intensity Drug Trafficking Area (“HIDTA”) and receives federal HIDTA grant funding to pay overtime for investigators assigned to the Violent Crime Enforcement Team (“VCET”).
- B. The Cities wish to provide investigators to the VCET and require funding to pay overtime costs.
- C. The County agrees to act as fiscal agent to distribute to the Cities the HIDTA grant funds to pay overtime costs.

1. Term

The term of this Agreement shall be from June 1, 2021 through December 31, 2022. Agreement renewals shall be made by way of a written Amendment to this Agreement and signed by authorized representatives.

2. Scope of Service

The parties agree as follows:

2.1. The Cities agree that they will:

- 2.1.1. Produce a quarterly list of who is eligible for the Overtime including hours worked and case numbers assigned with hours worked (“Eligibility List”);

2.2. The County agrees that it will:

- 2.2.1. Receive invoices from the Cities for VCET overtime costs; and
- 2.2.2. Pay invoices of the Cities from funds received via the annual HIDTA Grant Agreement between the County and the federal Office of National Drug Control Policy (the “Grant Agreement”).

The parties agree that accounting, procurement and other fiscal agent services provided by County will comply with generally accepted accounting principles and County Finance Department policies.

2.3. Type of Audit and Frequency

The County will conduct fiscal and program audits annually. Audit findings and corrective actions will be issued in writing to the Cities 45 days after the completion of the audit. Cities will be required to respond to corrective actions in writing 30 days after the receipt of the written audit from the County.

2.4. Resolution Measures for Noncompliance with the Agreement

Resolution measures for non-compliance with the Agreement will consist of a written report that clearly states the areas of non-compliance, the corrective action needed to be in compliance and a timeline to complete each corrective action as stated in the written fiscal or program audit. On-going fiscal and program audits will occur to ensure compliance with the Agreement.

2.5. Payment Processing has adequate segregation of duties

The County and the Cities have adequate segregation of duties as stipulated by the Governmental Accounting Standards Board. The County accounting and procurement departments and other fiscal agent services comply with general accounting principles and the County Finance Department policies.

3. General Contract / Agreement Terms and Conditions

3.1. Payment

The Cities will forward invoices to the County on a quarterly basis for overtime expenses related to their participation in VCET.

The County will not receive payment for administrative costs or expenses related to this Agreement.

3.2. Application for Payments

3.2.1. Invoices for any goods or services not identified in this Agreement will be disallowed.

3.2.2. Each application for payment shall contain the Eligibility List, an itemized list of services furnished, dates of services provided, and total invoice amount.

3.2.3. Payment shall be made within thirty-five (35) calendar days after the date of receipt of a detailed invoice and verification of the charges.

3.2.4. Payment of interest and disputes regarding payment shall be governed by the provisions of Minnesota Statutes § 471.425.

3.3. Independent Contractor

The County is and shall remain an independent contractor throughout the term of this Agreement and nothing herein is intended to create, or shall be construed as creating, the relationship of partners between the parties or as constituting the County as an employee of any other party.

3.4. Data Practices

All data collected, created, received, maintained or disseminated for any purpose in the course of the County's performance under this Agreement is subject to the provisions of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

3.5. Indemnification

Subject to Minn. Stat. Ch. 466, each party is solely responsible for the acts or omissions of their respective employees when acting in the course and scope of their employment duties. No party

may be held liable for the acts or omissions of another party's employees, officers, or agents under this Agreement.

It is understood and agreed that each party's liability shall be limited by the provisions of Minnesota Statutes, Chapter 466 (Tort Liability, Political Subdivisions) or other applicable law. Nothing contained in this Agreement shall waive or amend, nor shall be construed to waive or amend any defense or immunity that either party, their respective officials and employees, may have under said Chapter 466, or any common-law immunity or limitation of liability.

3.6. Records Retention

Until the expiration of six years after the furnishing of services pursuant to the Agreement, the County shall retain a copy of the Agreement, and the books, documents, records, and accounting procedures and practices of the County relating to this Agreement.

3.7. Notices

All notices under this Agreement, and any amendments to this Agreement, shall be in writing and shall be deemed given when delivered by certified mail, return receipt requested, postage prepaid, when delivered via personal service or when received if sent by overnight courier. All notices shall be directed to the parties at the respective addresses set forth below. If the name and/or address of a representative changes, notice of such change shall be given to the other parties.

Ramsey County: Commander Ryan O'Neil, 425 Grove Street, Saint Paul, MN 55101

City of Maplewood: Chief Scott Nadeau, 1830 County Road B E, Maplewood, MN 55109

City of New Brighton: Director Tony Paetznick, 785 Old Hwy 8 NW, New Brighton, MN 55112

City of Roseville: Chief Erika Scheider, 2660 Civic Center Drive, Roseville, MN 55113

City of St. Paul: Commander Axel Henry, 367 Grove Street, Saint Paul, MN 55101

City of Mounds View: Chief Nate Harder, 2401 County Highway 10, Mounds View, MN 55112

City of White Bear Lake: Chief Julie Swanson, 4701 Highway 61, White Bear Lake, MN 55110

3.8. Non-Assignability

The parties to this Agreement shall have no right to assign any interest in this Agreement and shall not transfer any interest in this Agreement by subcontract or assignment without the prior written consent of all other parties to the Agreement.

3.9. Force Majeure

No party shall be liable for any loss or damage incurred by any other party as a result of events outside the control of such party ("Force Majeure Events") including, but not limited to: war, storms, flooding, fires, strikes, legal acts of public authorities, or acts of government in time of war or national emergency.

3.10. Unavailability of Funding – Termination

The services of County under this Agreement is subject to the availability and provision of funding from the United States, the State of Minnesota, or other funding sources, and the

appropriation of funds by the Board of County Commissioners. The County may immediately terminate this Agreement if the funding is no longer available or is not appropriated by the Board of County Commissioners. Termination shall be treated as termination without cause and will not result in any penalty or expense to the County.

3.11. Termination

- 3.11.1. The County may immediately terminate this Agreement if any proceeding or the other action is filed by or against any other party seeking reorganization, liquidation, dissolution, or insolvency of such party under any law relating to bankruptcy, insolvency, or relief of debtors.
- 3.11.2. If a City breaches any material terms or conditions of this Agreement, the County may, without prejudice to any right or remedy, give the breaching party fourteen (14) calendar days written notice of its intent to terminate this Agreement, specifying the asserted breach. If the breaching party fails to cure the deficiency within the fourteen (14) day cure period, this Agreement shall terminate upon expiration of the cure period.
- 3.11.3. The County may terminate this Agreement without cause upon giving at least thirty (30) calendar days written notice thereof to the Cities.
- 3.11.4. Any City may terminate its participation in this Agreement without cause upon giving at least thirty (30) calendar days written notice thereof to the other parties.
- 3.11.5. Any party may immediately terminate this Agreement if any proceeding or other action is filed by or against any other party seeking reorganization, liquidation, dissolution, or insolvency of such party under any law relating to bankruptcy, insolvency or relief of debtors.
- 3.11.6. In the event of termination of this Agreement pursuant to this section, funds will be distributed and payment of liabilities will occur as follows:
 - 3.11.6.1. The County will pay any outstanding expenses incurred by VCET, including reimbursing the Cities for any overtime expenses incurred as a result of participation in VCET.
 - 3.11.6.2. After all expenses have been paid as outlined above, any remaining funds will be returned to the source of the grant funding.

3.12. Interpretation of Agreement; Venue

The Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the appropriate State or Federal District Court in Ramsey County, Minnesota

3.13. Dispute Resolution and Escalation Procedures

In the event of a dispute, the disputing party will speak with the VCET commander. The disputing party and the VCET commander will work together to try to resolve the dispute. If both parties fail to come to a mutual agreement to resolve the dispute, the parties will engage in good faith negotiation to resolve the dispute before resorting to legal process. Negotiation may include mediation or arbitration through third parties if both parties agree. Nothing communicated during the course of negotiation, mediation or arbitration may be used against either party in legal process if the dispute is not resolved.

3.14. Severability

The provisions of this Agreement are severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

3.15. Alteration

Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and signed by all parties

3.16. Limitation of Liability.

The County is not responsible for providing services outside of the scope of the Agreement. The County is not liable for management decisions made by any City, or any other organization, and is also not responsible for cash shortfalls, such as bills not paid or charges for payments made with insufficient funds, due to funding shortfalls of any City or any other organization.

3.17. Entire Agreement

The written Agreement, including all attachments, represent the entire and integrated agreement between the parties hereto and supersede all prior negotiations, representations or contracts, either written or oral. No subsequent agreement between the County and the Cities to waive or alter any of the provisions of this Agreement shall be valid unless made in the form of a written Amendment to this Agreement signed by authorized representatives of the parties.

3.18. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one in the same document. All executed counterparts of this Agreement shall be forwarded to the Fiscal Agent. Upon receipt of executed counterparts from all parties, the Fiscal Agent will prepare one conformed copy of this Agreement and provide a copy to each Party.

Wherefore, the County and the Cities have executed this Fiscal Agent Agreement as of the last date written below.

RAMSEY COUNTY

Toni Carter, Chair
Ramsey County Board of Commissioners

Date: _____

Abby Goldsmith
Acting Chief Clerk – County Board

Date: _____

Bob Fletcher
Ramsey County Sheriff

Date: _____

Approved as to form:

Kimberly Parker
Assistant Ramsey County Attorney

Date: _____

CITY OF WHITE BEAR LAKE

(signature)

Print Name: _____

Title: _____

Date: _____

RAMSEY COUNTY

Toni Carter, Chair
Ramsey County Board of Commissioners

Date: _____

Abby Goldsmith
Acting Chief Clerk – County Board

Date: _____

Bob Fletcher
Ramsey County Sheriff

Date: _____

Approved as to form:

Kimberly Parker
Assistant Ramsey County Attorney

Date: _____

CITY OF NEW BRIGHTON

(signature)

Print Name: _____

Title: _____

Date: _____

RAMSEY COUNTY

Toni Carter, Chair
Ramsey County Board of Commissioners

Date: _____

Abby Goldsmith
Acting Chief Clerk – County Board

Date: _____

Bob Fletcher
Ramsey County Sheriff

Date: _____

Approved as to form:

Kimberly Parker
Assistant Ramsey County Attorney

Date: _____

CITY OF ROSEVILLE

(signature)

Print Name: _____

Title: _____

Date: _____

RAMSEY COUNTY

Toni Carter, Chair
Ramsey County Board of Commissioners

Date: _____

Abby Goldsmith
Acting Chief Clerk – County Board

Date: _____

Bob Fletcher
Ramsey County Sheriff

Date: _____

Approved as to form:

Kimberly Parker
Assistant Ramsey County Attorney

Date: _____

CITY OF SAINT PAUL

(signature)

Print Name: _____

Title: _____

Date: _____

RAMSEY COUNTY

Toni Carter, Chair
Ramsey County Board of Commissioners

Date: _____

Abby Goldsmith
Acting Chief Clerk – County Board

Date: _____

Bob Fletcher
Ramsey County Sheriff

Date: _____

Approved as to form:

Kimberly Parker
Assistant Ramsey County Attorney

Date: _____

CITY OF MOUNDS VIEW

(signature)

Print Name: _____

Title: _____

Date: _____

RAMSEY COUNTY

Toni Carter, Chair
Ramsey County Board of Commissioners

Date: _____

Abby Goldsmith
Acting Chief Clerk – County Board

Date: _____

Bob Fletcher
Ramsey County Sheriff

Date: _____

Approved as to form:

Kimberly Parker
Assistant Ramsey County Attorney

Date: _____

CITY OF MAPLEWOOD

(signature)

Print Name: _____

Title: _____

Date: _____