# Metropolitan Council

## **Committee Report**

Transportation Committee



Committee Meeting Date: October 23, 2023 For the Metropolitan Council: November 8, 2023

Business Item: 2023-250

Joint Powers Agreement with the City of St. Paul, (St. Paul Police Department) Contract 23I002

#### **Proposed Action**

That the Metropolitan Council ("Council") authorize the Regional Administrator to execute a Joint Powers Agreement ("JPA") # 23I002 with the City of St. Paul.

#### **Summary of Transportation Committee Discussion/Questions**

Metro Transit Police Department Captain Rick Grates presented this item. Several Council members asked to view either the actual agreement or a summary of the agreement prior to the Council meeting. Staff stated this can be linked with the business item on the Council agenda. Cameron asked if the agreement has the necessary authority for the departments to follow it, to ensure officers know their roles and responsibilities. Captain Grates stated that in the past there has been sort of fog but as the agency has grown and acquired their own technology and investigations, the department has been taking care of Transit issues more. Grates continued that this agreement helps clarifies a little bit of that to ensure a continuity of police operations out on the street.

Motion by Chamblis, seconded by Carter, Tyronne. Motion carried, Consent to Council.

### **Business Item**

**Transportation Committee** 



Committee Meeting Date: October 23, 2023 For the Metropolitan Council: November 8, 2023

#### Business Item: 2023-250

Joint Powers Agreement with the City of St. Paul, (St. Paul Police Department) Contract 23I002

District(s), Member(s): District 13, Council Member Chai Lee and District 14, Council Member Toni

Carter

Policy/Legal Reference: MN Statutes §§ 471.59, 473.407; FM 14-1 Procurement Policy.

Staff Prepared/Presented: Ernest Morales III, Chief of Police, Metro Transit, 612-349-7200

Richard Grates, Captain, Office of the Chief, Metro Transit Police Joseph R Dotseth, Captain, Support Services, Metro Transit Police Richard Raymond, Captain, Patrol Operations, Metro Transit Police

Joe Reichstadt, Manager Administration, Metro Transit Police

**Division/Department:** Metro Transit Police Department

#### **Proposed Action**

That the Metropolitan Council ("Council") authorize the Regional Administrator to execute a Joint Powers Agreement ("JPA") # 23I002 with the City of St. Paul.

#### **Background**

The Metro Transit Police Department (MTPD) has entered into past mutual aid agreements with the City of St. Paul. These agreements helped clarify roles to include jurisdiction and investigative responsibilities of crimes that occur on Council property as well as the ability for the MTPD to "exercise general law enforcement duties" under Minnesota Statutes section 473.407. An agreement titled 2013JPA was signed by then Chief John Harrington on August 9, 2013. Subsequently MTPD entered into agreement #15M052 titled, Mutual Aid Agreement that needs renewal and Council action. This JPA will clarify the roles and responsibilities for police services between MTPD and the St. Paul Police Department ("SPPD").

#### Rationale

Minnesota Statutes section 473.407, subd. 1 authorizes the MTPD to "exercise general law enforcement agency authority to assist any law enforcement agency in implementing or carrying out law enforcement activities, programs, or initiatives" upon request from, or under an agreement with, any law enforcement agency and subject to the availability of the MTPD's personnel and other resources. This agreement meets that statutory obligation and serves to clarify the roles and responsibilities of each police agency in providing police and public safety responses, patrol and investigations.

#### **Thrive Lens Analysis**

Execution of this JPA will support the Council's Thrive Outcomes of Prosperity, Livability, and Equity.

Investment in high-quality transportation options makes the region more economically competitive through increased access to employment, and support to employers by increasing available workforce with affordable, convenient transportation.

Ensuring the region's existing transit resources are maintained and protected allows the Council to provide efficient, reliable, and safe service to our customers. Safeguarded transit facilities support functions for operations that increase mobility and access to opportunities for all residents, across race, economic means, and ability.

#### **Funding**

There are no known costs associated with this agreement.

#### **Small Business Inclusion**

There are no direct impacts to small businesses with this action.

# JOINT POWERS AGREEMENT BETWEEN THE CITY OF SAINT PAUL AND THE METROPOLITAN COUNCIL FOR MUTUAL AID AND EMERGENCY ASSISTANCE WITH LAW ENFORCEMENT SERVICES

Pursuant to Minnesota Statutes sections 471.59 and 473.407, this Joint Powers Agreement ("Agreement") is made by and between the Metropolitan Council ("Council"), a public corporation and political subdivision under the laws of the State of Minnesota, on behalf of its Metropolitan Transit Police Department ("MTPD"), and the City of Saint Paul, Minnesota ("City"), a Minnesota municipal corporation, on behalf of its Saint Paul Police Department ("SPPD").

#### **RECITALS**

- 1. Pursuant to Minnesota Statutes section 473.407, the Council established the MTPD to police its transit property and transit routes, to carry out investigations, and to make arrests. The jurisdiction of MTPD is limited to offenses relating to Council transit property, equipment, employees, and passengers and includes traffic lanes designed for bus or transit use, freeway or expressway shoulders in the seven-county metropolitan area used by authorized transit buses and Metro Mobility buses, and high-occupancy vehicle lanes used by transit buses.
- 2. In addition, MTPD is authorized to exercise general law enforcement agency authority to assist any law enforcement agency in implementing or carrying out law enforcement activities, programs, or initiatives upon request from, or under an agreement with, any law enforcement agency and subject to the availability of MTPD's personnel and other resources.
- 3. Pursuant to Minnesota Statutes, the City has created a police department to provide for the government and good order of the City, the suppression of vice and immorality, the prevention of crime, the protection of public and private property, the benefit of residence, trade, and commerce, and the promotion of health, safety, order, convenience, and the general welfare within the geographical boundaries of the City. SPPD officers are also authorized transit representatives pursuant to Minnesota Statutes section 609.855, subd. 6(g).
- 4. The parties acknowledge that SPPD has primary law enforcement jurisdiction within the City, and that both police departments have concurrent jurisdiction over transit property and transit routes within the City.
- 5. The City is authorized to enter into this Agreement pursuant to City Resolution No. 23-1431, approved on 09/20/2023.
- 6. The City and Council desire to assist each other in providing police services and emergency police services in the City as permitted in Minnesota Statutes Chapter 12.

NOW, THEREFORE, in consideration of the terms and conditions expressed in this Agreement, the City and the Council agree as follows:

#### AGREEMENT

#### A. Law Enforcement Assistance

- 1. MTPD may engage in general law enforcement activities, including foot patrol, in the City related to MTPD's jurisdiction. This includes arrest authority pursuant to Minnesota Statutes Chapter 629 and City Ordinances.
- 2. MTPD may exercise general law enforcement agency authority with permission of SPPD or when assisting SPPD in implementing or carrying out SPPD law enforcement activities, programs, or initiatives.
- 3. If there is a crowd-control situation occurring on or near Metro Transit property within the City, SPPD and MTPD shall have joint command of the response.
- 4. If there is a suspicious package or item situation occurring on or near Metro Transit property within the City, MTPD shall coordinate the appropriate response with the SPPD.
- 5. If an incident occurs in the City that requires a specialized response unit, such as Special Weapons and Tactics ("SWAT"), SPPD's emergency response unit will be activated and take the lead. These types of incidents include, but are not limited to barricaded suspects, hostage incidents, active shooters, or any bomb or explosive device related call.

#### **B.** Arrests and Investigations

- 1. Pursuant to Minnesota Statutes section 473.407, subd. 2, the initial processing of a person arrested by MTPD for an offense within the agency's jurisdiction is the responsibility of MTPD unless otherwise directed by SPPD.
- 2. Persons arrested for violations which MTPD determine are not within its jurisdiction will be referred to the appropriate local law enforcement agency for further investigation or disposition.
- 3. Each law enforcement agency will process persons arrested under their own Originating Agency Identifier number.
- 4. MTPD will conduct all investigations relating to the damage or theft of Metro Transit property, including transit facilities, equipment, or any other property owned or used by Metro Transit.
- 5. Crimes committed on Metro Transit conveyances or in and about Metro Transit bus stops, rail platforms, facilities, and other property shall be investigated by MTPD unless SPPD requests to take responsibility for follow up investigations on the case.

- 6. All other crimes related to MTPD jurisdiction shall be investigated by mutual agreement.
- 7. At the request of SPPD, MTPD may assist in a subsequent investigation being carried out by SPPD.
- 8. SPPD crime scene technicians or other forensic personnel will be utilized when necessary to document or investigate any incident requiring extensive forensic investigation. The Bureau of Criminal Apprehension shall be the primary investigating agency in Critical Incident cases involving only MTPD officers, unless MTPD requests SPPD to assume responsibility. SPPD shall be the primary investigatory agency in all other Critical Incident cases, unless SPPD refers the investigation to another jurisdiction.
- 9. After initiating an investigation, either law enforcement agency may turn over cases to the other agency for investigation that fall within that agency's statutory jurisdiction by mutual agreement.
- 10. Evidence collected in investigations will be inventoried and retained by the investigating agency. In cases where an investigation is transferred to the other agency, all evidence will be turned over to that agency. Data from body-worn cameras will be retained by the law enforcement agency that issued the body-worn camera.
- 11. SPPD requests for MTPD video data will be submitted to the Real Time Information Center Unit at michael.leubner@transitpd.org or such other address as MTPD may specify in writing.
- 12. Both agencies will rely on their own reporting system for the completion of reports. Officers will exchange case numbers to aid in follow-up to reported incidents.
- 13. SPPD will provide MTPD with data on calls for service and reportable crime on Metro Transit conveyances on at least a yearly basis.

#### C. Communication

- 1. Transit related 911 calls received at the Council Transit Control Center ("TCC") will be coordinated as follows:
  - a. MTPD will be dispatched on emergency or in-progress calls. Immediately after this step, TCC may contact Ramsey County 911 dispatch for a SPPD response. In most cases, these calls will be the responsibility of MTPD.
  - b. Non-emergency calls received by TCC will be dispatched to MTPD. Responding officers may request assistance from the SPPD.
- 2. Transit related 911 calls received at Ramsey County 911 dispatch center for SPPD will be coordinated as follows:

- a. SPPD will immediately contact TCC for MTPD coordination and assist as requested. In most cases, these calls will be the responsibility of MTPD.
- b. Non-emergency calls received by SPPD dispatch will be transferred to TCC. MTPD will respond to and handle these calls.
- 3. TCC is a secondary Public Safety Answering Point ("PSAP"). As a secondary PSAP, TCC does not directly receive 911 calls. In addition to TCC, the Council operates the Rail Control Center ("RCC"). All communications should be routed through TCC as it is the secondary PSAP.
- 4. Both agencies are members of the ARMER Radio System and have many coordination talk groups they can access. At any time, inter-agency communication can occur using the system. The agencies' respective dispatch centers will coordinate this connection as needed.
- 5. Both agencies will share information on events or activities that may require additional officers or resources (e.g. large transit events or special events that involve transit).

#### D. Deconfliction

- 1. SPPD will notify MTPD of any of any plain clothes or undercover operations on Metro Transit conveyances, or in or around Metro Transit bus stops, rail platforms, facilities, and other property prior to deployment. MTPD will notify SPPD of any plain clothes or undercover operations on Metro Transit conveyances, or in or around Metro Transit bus stops, rail platforms, facilities, and other property in the City prior to deployment.
- 2. MTPD will advise SPPD of the results of any proactive investigations, including, but not limited to, terrorism, vice, narcotics, gangs, and gun cases in which MTPD is the lead agency. In cases stemming from joint operations such as the Joint Terrorism Task Force, MTPD will follow the lead of the primary law enforcement agency running the investigation or operation.

#### E. Forfeiture

1. The City and the appropriate prosecuting authority will process any forfeiture resulting from seizures initiated by MTPD within the City. Any proceeds will be divided according to Minnesota Statutes. The law enforcement share will go to the City.

#### F. Emergency Assistance

- 1. A party may request assistance (a "Requesting Party") from the other party (a "Providing Party") to respond to an emergency ("Emergency Assistance"). The Requesting Party shall make a request for Emergency Assistance to a Providing Party by contacting the Chief of Police or their designee. Requests may either be verbal or in writing. Any verbal request will be followed by a written request as soon as practical or within such period of time as provided by law.
- 2. Requests and responses to requests for Emergency Assistance under this Agreement are limited to law enforcement personnel assistance services, equipment, supplies, and related resources.
- 3. In response to a request for Emergency Assistance under this Agreement, a Providing Party may authorize and direct personnel to provide aid to a Requesting Party. The Providing Party shall provide personnel who possess the required qualifications along with the equipment and supplies of the Providing Party to a Requesting Party at the discretion of the Providing Party within the scope of aid deemed necessary by a Requesting Party or the Incident Commander.
- 4. Each party shall be responsible for damages to, or loss of, its own equipment used to respond to an emergency or provide Emergency Assistance under this Agreement. Each party waives the right to sue the other party for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of the other party or its officers, employees, or volunteers.
- 5. A party's decision to provide Emergency Assistance is subject to the following conditions:
  - a. Any party may withhold resources to the extent necessary to provide reasonable protection and services within its own jurisdiction.
  - b. Any Providing Party may recall Emergency Assistance at any time in the best interests of that party.
  - c. Emergency response personnel of a Providing Party shall follow the policies and procedures of the Providing Party and will be under the Providing Party's command and control but will follow the operational direction of the Incident Commander and be subject to the incident management system of the Requesting Party.
  - d. Assets and equipment of a Providing Party shall remain under the control of the Providing Party but shall be under the operational control of the Incident Commander within the incident management system of the Requesting Party.
- 6. The Requesting Party and any Providing Party will each be responsible for its own costs and compensation for any Emergency Assistance that may occur during the term of the Agreement except as set forth below.

- a. Unless the Emergency Assistance is eligible for reimbursement, a Providing Party shall be responsible for the costs and compensation of its personnel, equipment, and supplies. A Providing Party shall make no demand to a Requesting Party for the reimbursement of the costs or expenses of the Providing Party for Assistance rendered pursuant to this Agreement. For an emergency that is eligible for reimbursement of costs, the labor force expenses of a Providing Party will be treated as contract labor, with costs of all wages, including overtime and fringe benefits, eligible for reimbursement.
- b. Notwithstanding the above paragraphs in this Section, a Requesting Party may reimburse a Providing Party that has provided Emergency Assistance pursuant to this Agreement. A Requesting Party that is willing to reimburse a Providing Party for Emergency Assistance rendered under the terms of this Agreement, may do so after receipt of an itemized bill from the Providing Party for the actual cost of any Emergency Assistance provided. The charges for Emergency Assistance provided pursuant to this Agreement will be based upon the actual costs incurred by the Providing Party, including salaries or wages, overtime, materials, supplies, and other necessary expenses, except that the parties agree that the Federal Emergency Management Agency equipment rates will be used as the basis for equipment charges whenever possible.
- c. If a local, State, or Federal emergency is declared, a Requesting Party may reimburse a Providing Party for Emergency Assistance rendered under the terms of this Agreement. Any Providing Party will submit to a Requesting Party an itemized bill for the actual cost of any Assistance provided as described above. A Requesting Party is responsible to take all steps it deems necessary to seek reimbursement from the United States of America, the State of Minnesota, or other sources, to the extent that such reimbursement is available, for expenses it incurs for services provided pursuant to this Agreement. Should funding become available, a Requesting Party may reimburse a Providing Party to the extent possible under the terms of this Agreement. Any claims for reimbursement by a Providing Party must be made to a Requesting Party within 90 days after the expense is sustained or incurred.
- d. In the case of an emergency for which a Requesting Party will seek reimbursement of costs from the Federal Emergency Management Agency ("FEMA") or the State of Minnesota, a Requesting Party shall make the request for Emergency Assistance to the Providing Party and the Incident Commander shall monitor and oversee the documentation of the performance of emergency work and the documentation of reasonable and reimbursable costs of a Providing Party in accordance with the FEMA Disaster Assistance Policy and will disburse the Federal share of funds owed to a Providing Party.

#### G. Term of Agreement and Termination

1. This Agreement remains in force and effect from the Effective Date until February 16, 2028.

2. Notwithstanding any other provision to the contrary, each party may terminate this Agreement, with or without cause, upon 30 days' written notice to the other party.

#### H. Liability

- 1. When providing Emergency Assistance:
  - a. For purposes of the Minnesota Municipal Tort Liability Act (Minnesota Statutes, Chapter 466), the employees and officers of a Providing Party are deemed to be employees (as defined in Minnesota Statutes, section 466.01, subdivision 6 of a Requesting Party.
  - b. A Requesting Party agrees to defend and indemnify a Providing Party against any claims brought or actions filed against a Providing Party or any officer, employee, or volunteer of a Providing Party for injury to, death of, or damage to the property of any third person or persons, arising from the performance and provision of Emergency Assistance in responding to a request for Emergency Assistance by the Requesting Party pursuant to this Agreement.
  - c. The intent of this subdivision is to impose on each Requesting Party a limited duty to defend and indemnify a Providing Party for claims arising within a Requesting Party's jurisdiction subject to the limits of liability under Minnesota Statutes Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts among defendants, and to permit liability claims against multiple defendants from a single occurrence to be defended by a single attorney.
  - d. No party to this Agreement nor any officer of any party shall be liable to any other party or to any other person for failure of any party to furnish Emergency Assistance to the other party, or for recalling Emergency Assistance.
  - e. A Providing Party shall not be responsible for any injuries, damages, or losses arising from the acts or omissions of personnel of a Requesting Party and its officers, employees, agents, and assigns.
- 2. In all other circumstances, each party agrees that it will be responsible for its own acts and omissions and the results thereof, to the extent authorized by the law, and shall not be responsible for the acts and omissions of the other party and the results thereof.
- 3. Nothing in this Agreement shall be construed as a limitation or waiver of any immunities, defenses, or other limitations on liability to which the parties are entitled by law. The provisions of the Municipal Tort Claims Act, Minnesota Statutes, Chapter 466, and other applicable laws govern liability of the parties. In the event of any claims or actions filed against any party, nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual parties. For purposes of determining total liability for damages, the parties are considered a single governmental unit pursuant to Minnesota Statutes section 471.59, subd. 1a.

#### I. General Terms

- 1. **Compensation for Assistance.** Each party will be responsible for its own costs and compensation for any assistance that may be provided under the terms of this Agreement except as otherwise stated under the Emergency Assistance section.
- 2. **Amendments**. No amendments may be made to this Agreement except in writing and approved by the City Council and the Metropolitan Council.
- 3. **Workers' Compensation.** Each party shall be responsible for injuries or death to its own personnel. Each party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are providing services pursuant to this Agreement. Each party, and where applicable its insurer, waives the right to sue any other party for workers' compensation benefits paid to its own employee or volunteer or their dependents, even if the injuries or death were caused wholly or partially by the negligence of any other party or its officers, employees, or volunteers.
- 4. **Compliance with Laws.** The parties shall exercise due professional care to comply with applicable federal, state, and local laws, rules, ordinances, and regulations.
- 5. **Choice of Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Ramsey County, Minnesota, and the parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.
- 6. **Data Practices Act and CJIS Compliance.** The parties agree to comply with the Minnesota Government Data Practice Act, 28 C.F.R. Part 20, and the FBI CJIS Security Policy with respect to the collection, maintenance, storage, dissemination, use, and protection of law enforcement data and criminal history/criminal justice information. The parties agree not to release data except as authorized by law. These obligations survive the termination of this Agreement. Pursuant to Minnesota Statutes section 13.72, subd. 20, all data on Metro Transit customers collected by the Council through its personalized web services or the regional fare collection system is "private data" on transit customers. This classification does not prevent the exchange of information between the MTPD and the SPPD allowed under Minnesota Statutes section 13.82, subd. 24.
- Notice. Any notice in connection with this Agreement will be in writing and delivered by (a) personal delivery, (b) an overnight express courier, (c) confirmed e-mail, or (d) certified or registered mail, postage prepaid and return receipt requested. Notices will be deemed to be effective upon personal delivery, 1 day after deposit with an overnight express courier, 5 days after deposit in the mail, or upon confirmation of receipt of e-mail. Notices will be sent to a party at its address set forth below or such other address as that party may specify in writing pursuant to this section:

#### SPPD:

Assistant Chief Jack Serier 367 Grove Street Saint Paul, MN 55101 jack.serier@ci.stpaul.mn.us

#### MTPD:

Chief Ernest Morales III 560 6<sup>th</sup> Avenue North Minneapolis, MN 55411 ernest.morales@transitpd.org

- 6. **Waiver**. No waiver of any provision or of any breach of this Agreement shall constitute a waiver of any other provisions or further breach, and no such waiver shall be effective unless made in writing and signed by an authorized representative of the party to be charged with such a waiver.
- 7. **Headings**. The headings contained in this Agreement have been inserted for convenience of reference only and shall in no way define, limit, or affect the scope and intent of this Agreement.
- 8. **Severability**. In the event that any provision of this Agreement shall be illegal or otherwise unenforceable, such provision shall be severed, and the balance of the Agreement shall continue in full force and effect.
- 9. **Counterparts and Electronic Communication.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. This Agreement may be transmitted by electronic mail in portable document format ("pdf") and signatures appearing on electronic mail instruments shall be treated as original signatures.
- 10. **Effective Date.** The Agreement will become effective on the date the last party signs it.

**IN WITNESS WHEREOF,** the City and the Council have caused this Agreement to be executed by their duly authorized representatives in duplicate on the respective dates indicated below.

#### CITY OF SAINT PAUL, MINNESOTA

DATED: Oct 2, 2023	BY: Jaime Rae Tincher  BY: Jaime Rae Tincher (Oct 2, 2023 09:20 CDT)
Its: Deputy Mayor	Jaime Tincher
DATED: Oct 2, 2023	John G. Serier II BY: John G. Serier II (Oct 2, 2023 08:27 CDT)
Its: Assistant Chief of Police	Jack Serier
DATED: Oct 2, 2023	BY:
Its: Director, Office of Financial Services	John McCarthy
Reviewed and approved as to form by the City Attorney.  DATED: Oct 2, 2023  BY: Judy Hanson	
Its: Assistant City Attorney	Judy Hanson
its. Assistant City Attorney	Judy Hanson
METROPOLITAN COUNCIL	
DATED:	BY:
Its: Interim Regional Administrator	Philip Walljasper
DATED:	BY:
Its: Chief of Police	Ernest Morales III



#### **City of Saint Paul**

#### **Signature Copy**

Resolution: RES 23-1431

City Hall and Court
House
15 West Kellogg
Boulevard

Phone: 651-266-8560

File Number: RES 23-1431

Authorizing the City to enter into a Joint Powers Agreement, on behalf of the Police Department, with the Metropolitan Council, on behalf of its Metropolitan Transit Police Department for mutual aid and emergency services.

WHEREAS, the City of Saint Paul, Police Department (SPPD) wishes to enter into a Joint Powers Agreement with the Metropolitan Council); and

WHEREAS, Pursuant to Minnesota Statutes section 473.407, the Council established the MTPD to police its transit property and transit routes, to carry out investigations, and to make arrests. The jurisdiction of MTPD is limited to offenses relating to Council transit property, equipment, employees, and passengers and includes traffic lanes designed for bus or transit use, freeway or expressway shoulders in the seven-county metropolitan area used by authorized transit buses and Metro Mobility buses, and high-occupancy vehicle lanes used by transit buses, and WHEREAS, MTPD is authorized to exercise general law enforcement agency authority to assist any law enforcement agency in implementing or carrying out law enforcement activities, programs, or initiatives upon request from, or under an agreement with, any law enforcement agency and subject to the availability of MTPD's personnel and other resources, and

WHEREAS, Pursuant to Minnesota Statutes, the City has created a police department to provide for the government and good order of the City, the suppression of vice and immorality, the prevention of crime, the protection of public and private property, the benefit of residence, trade, and commerce, and the promotion of health, safety, order, convenience, and the general welfare within the geographical boundaries of the City. SPPD officers are also authorized transit representatives pursuant to Minnesota Statutes section 609.855, subd. 6(g)., and

WHEREAS, The parties acknowledge that SPPD has primary law enforcement jurisdiction within the City, and that both police departments have concurrent jurisdiction over transit property and transit routes within the City.

WHEREAS, upon execution, this agreement will become effective and expire February 16, 2028, now

THEREFORE BE IT RESOLVED, that the City Council hereby authorizes the proper city officials to execute the Agreements in a form and content substantially as set forth in the attached hereto.

At a meeting of the City Council on 9/20/2023, this Resolution was Passed.

**Yea:** 6 Councilmember Brendmoen, Councilmember Tolbert, Councilmember Noecker, Councilmember Prince, Councilmember Jalali, and

Councilmember Balenger

**Nay:** 0

Absent: 1 Councilmember Yang

File Number: RES 23-1431

Vote Attested by

**Date** 

9/20/2023

Council Secretary Shari Moore

Approved by the Mayor

Melvin Carter III

Date

9/21/2023

## RES 23-1431 JPA MET COUNCIL MUTUAL AID AGREEMENT TO 2.16.2028

Final Audit Report 2023-10-02

Created: 2023-10-02

By: Melissa Timm (Melissa.Timm@ci.stpaul.mn.us)

Status: Signed

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- Signer jack.serier@ci.stpaul.mn.us entered name at signing as John G. Serier II 2023-10-02 1:27:03 PM GMT
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