



State of Minnesota

Joint Powers Agreement

This Agreement is between the **State of Minnesota**, acting through its Commissioner of Public Safety on behalf of the Bureau of Criminal Apprehension (“State” or “BCA”), and the **St. Paul Police Department**, 367 Grove St, St Paul, Minnesota 55101 (“Governmental Unit”).

Recitals

Under Minnesota Statutes § 471.59, subdivision 10, the State is empowered to engage such assistance as deemed necessary. The State is in need of explosive training for BCA agents and investigative staff, sworn law enforcement officers, and Fire/EMS responders.

Agreement

1. Term of Agreement

- 1.1 **Effective Date.** February 15, 2022, or the date the State obtains all required signatures pursuant to Minnesota Statutes § 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration Date.** December 31, 2022, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Agreement between the parties

The Governmental Unit will provide one (1) employee to conduct three (3) one-day training sessions to BCA agents and investigative staff, sworn law enforcement officers, and Fire/EMS responders. The training sessions, titled “Introduction to Explosives,” will be held at the following locations:

- BCA Headquarters, 1430 Maryland Avenue East, St. Paul MN 55106
- Rochester Police Department, 4001 W River Pkwy NW, Rochester, MN 55901
- Duluth, location to be determined
- The dates and times of the training will be mutually agreed upon between BCA and the Governmental Unit.

3. Payment

The three (3) one-day training sessions titled “Introduction to Explosives” are being provided by the Governmental Unit to the BCA at no cost (\$0.00).

4. Authorized Representatives

The BCA’s Authorized Representative is the following person or his successor:

Name:	Thomas Smith, Training Director
Address:	Department of Public Safety; Bureau of Criminal Apprehension 1430 Maryland Street East Saint Paul, MN 55106
Telephone:	651.793.2727

E-mail Address: Thomas.Smith@state.mn.us

The Governmental Unit's Authorized Representative is the person below or her successor:

Name: Julie Maidment, Deputy Chief
Address: St Paul Police Department
367 Grove St
St Paul, MN 55101
Telephone: 651.266.5500
E-mail Address: Julie.Maidment@ci.stpaul.mn.us

If the Governmental Unit's Authorized Representative changes at any time during this Agreement, the Governmental Unit must immediately notify the BCA in writing/email.

5. Assignment, Amendments, Waiver, and Agreement Complete

- 5.1 Assignment.** The Governmental Unit may neither assign nor transfer any rights or obligations under this Agreement.
- 5.2 Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 5.3 Waiver.** If the BCA fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.
- 6.4 Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. 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 State's liability shall be governed by provisions of the Minnesota Tort Claims Act, Minnesota Statutes § 3.736, and other applicable laws. The Governmental Unit's liability shall be governed by provisions of the Minnesota Municipal Tort Claims Act, Minnesota Statutes Chapter 466, and other applicable laws.

7. Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA and/or the State Auditor and/or Legislative Auditor, as appropriate, for a minimum of six (6) years from the end of this Agreement.

8. Government Data Practices

The Governmental Unit and the BCA must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and other applicable law, as it applies to all data provided by the BCA under this Agreement and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.

If the Governmental Unit receives a request to release the data referred to in this Clause, the Governmental Unit must immediately notify the State. The State will give the Governmental Unit instructions concerning the release of the data to the requesting party before the data is released.

9. Venue

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

10. Termination

Either party may terminate this Agreement at any time, with or without cause, upon 30 days written notice to the other party. To the extent funds are available, the Governmental Unit shall receive reimbursement in accordance with the terms of this Agreement through the date of termination.

11. Vaccination/Testing Requirements

11.1 Applicability. This section applies to Governmental Unit’s employees who are performing contracted work in the following types of project settings: indoors with regular in-person contact with State agency employees or members of the public; and outdoors with substantial and/or regular in-person, non-socially distanced contact with State agency employees or members of the public (“Covered Individuals”).

11.2 Requirements. In accordance with HR/LR Policy #1446, Covered Individuals must be fully vaccinated against COVID-19 as defined in the policy or submit to testing at least once a week.

11.3 Compliance. Governmental Unit is responsible for the following:

11.3.1 Tracking and maintaining proof of vaccination status for vaccinated Covered Individuals;

11.3.2 Ensuring Covered Individuals who are not vaccinated are tested on a weekly basis;

11.3.3 Monitoring test results and ensuring that Covered Individuals with positive test results do not access the State workplace to perform contractual services until the Covered Individual has been medically cleared; and

11.3.4 Ensuring its Covered Individuals do not access the location where the contracted work is occurring if the Covered Individual is not in compliance with the requirements stated in item 12.2 Requirements, above.

11.4 Reporting. Upon request, Governmental Unit shall provide the State with documentation demonstrating compliance with these requirements. Governmental Unit shall maintain documentation for a minimum of thirty (30) days past the end date of the contract.

12. Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: 8, Liability; 9, Audits; 10, Government Data Practices; and 11, Venue.

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1. GOVERNMENTAL UNIT

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

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

By: _____
(with delegated authority)

Title: _____

Date: _____

**3. COMMISSIONER OF ADMINISTRATION
*As delegated to the Office of State Procurement***

By: _____

Date: _____