



State of Minnesota Joint Powers Agreement

SWIFT Contract Number: **223790**

This Agreement is between the **State of Minnesota**, acting through its Commissioner of Public Safety on behalf of the Minnesota State Patrol ["MSP"] ("State"), and the **City of Saint Paul**, acting on behalf of its Fire Department, 645 Randolph Avenue, Saint Paul, Minnesota 551012 ["SPFD"] ("Governmental Unit"). The State and Governmental Unit may be referred to jointly as "Parties."

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 medical support and training services for the purposes of supporting MSP tactical deployments.

Agreement

1. Term of Agreement

- 1.1 Effective Date.** **February 6, 2023**, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- 1.2 Expiration Date.** **December 31, 2023**, or until all obligations have been satisfactorily fulfilled, whichever occurs first. This Agreement may be extended for up to an additional four years, in increments determined by the State and the Governmental Unit, through a duly executed amendment.

2. Agreement Between the Parties

The State and Governmental Unit agree to the following services, responsibilities, and understandings.

2.1 Governmental Unit's Duties.

- Provide a minimum of four (4) licensed paramedics to work with MSP leadership to form a Medical Support Team that will provide medical services and support to MSP's Special Response Team ("SRT"). The Governmental Unit's paramedics will accompany and operate as members of a Medical Support Team within the MSP SRT and will perform the following:
 - Provide medical services and support during MSP's training and tactical operations, as necessary and requested by MSP.
 - Conduct medical threat assessments to determine the potential impact of medical/health factors, as necessary and requested by MSP.
 - Serve as the medical intelligence officers, as necessary and requested by MSP.
 - Act as a resource for and during hostage scenarios, as necessary and requested by MSP.
 - Provide services on a 24-hour on-call basis with a two hour in-service response time.
 - Act as liaison between MSP's Special Response Team and other medical care providers, as necessary.
 - Acquire and maintain medical history and current health status of each MSP Special Response Team member.

- Provide medical training to MSP's Special Response Team, as necessary and requested by MSP.
- Help develop Medical Support Team training scenarios, as necessary and requested by MSP.
- Participate with the State's Special Response Team in all aspects of tactical medical training, as necessary and requested by MSP.
- Obtain the State Authorized Representative's written pre-approval prior to providing training and instruction services to MSP, such services to be reimbursed by the State to the Governmental Unit.

2.2 State's Duties.

Provide all necessary tactical equipment required by the Medical Support Team including but not limited to the following: tactical uniforms (BDU); tactical body armor; chemical agent masks; protective helmets; protective eye wear; identification patches; identification cards; and other equipment deemed essential by the State.

2.3 Mutual Agreements.

- No work pursuant to this Agreement shall be subcontracted by the Governmental Unit.
- All Physician contact and standard operating procedures involving medical support shall be under the direction and authority of the Governmental Unit's Transportation Medical Director or Associate providing medical and paramedical backup services for and at the request of the State.
- The Minnesota State Patrol shall have limited direction and control over any medical or paramedical service provisions provided pursuant to this Agreement. The State and Governmental Unit shall jointly identify and select the paramedics that comprise the Governmental Unit's Medical Support Team.

3. Payment

The State will pay for performance by the Governmental Unit under this Agreement as follows:

- An hourly rate of **Seventy Six and 80/100 Dollars (\$76.80)** for each paramedic's medical support services.

The State will remit payment to the Governmental Unit after the Governmental Unit presents an itemized invoice for services actually performed, and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:

Itemized invoices will be submitted by the Governmental Unit to the State's Authorized Representative in arrears not more often than monthly and within thirty (30) calendar days of the period during which services being invoiced were provided and satisfactorily performed. The Governmental Unit's final invoice must be received by the State's Authorized Representative no later than January 15, 2024.

The total obligation of the State for all compensation to the Governmental Unit under this Agreement will not exceed **Sixty Thousand and 00/100 Dollars (\$60,000.00)**.

4. Authorized Representatives

The State's Authorized Representative is the person below, or his successor:

Name: Captain Travis Schaap
 Address: Department of Public Safety; Minnesota State Patrol
 2055 North Lilac Drive, Suite 2
 Golden Valley, MN 55422

Telephone: 763.279.4002
Email Address: travis.Schaap@state.mn.us

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

Name: Deputy Chief Steve Sampson

Address: Saint Paul Fire Department
645 Randolph Avenue
Saint Paul, MN 55102

Telephone: 952.913.6146

Email Address: steven.sampson@ci.stpaul.mn.us

5. Assignment, Amendments, Waiver, and Agreement Complete

5.1 Assignment. Neither the State nor the Governmental Unit may assign or 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 authorized parties or their successors.

5.3 Waiver. If the State or the Governmental Unit fail to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.

5.4 Agreement Complete. This Agreement contains all negotiations and agreements between the State and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6. Liability

The State and Governmental Unit agree 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. The State's liability shall be governed by provisions of the Minnesota Tort Claims Act, Minnesota Statutes, § 3.736, and other applicable law. The Governmental Unit's liability shall be governed by provisions of the Municipal Tort Claims Act, Minnesota Statutes, §§ 466.01-466.15, and other applicable law.

7. State Audits

Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Agreement.

8. Government Data Practices

The Governmental Unit and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Governmental Unit or the State.

If the Governmental Unit receives a request to release the data referred to in this clause, the Governmental Unit must immediately notify and consult with the State's Authorized Representative as to how the Governmental Unit should respond to the request. The Governmental Unit's response to the request shall comply with applicable law.

9. Venue

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

The State or the Governmental Unit may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party. Termination must be by written or fax notice to the other party. The Governmental Unit is not obligated to pay for any services that are provided after notice and effective date of termination. However, the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

11. E-Verify Certification (in accordance with Minn. Stat. § 16C.075)

For services valued in excess of \$50,000, the Governmental Unit certifies that as of the date of services performed on behalf of the State, Governmental Unit and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of the State. The Governmental Unit is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc>. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

12. Counterparts

The Parties may sign this Agreement in counterparts, each of which constitutes an original, but all of which together constitute one instrument.

13. Electronic Signatures

The Parties agree that the electronic signature of a party to this Agreement shall be valid as an original signature of such party and shall be effective to bind such party to this Agreement. The Parties further agree that any document (including this Agreement and any attachments or exhibits to this Agreement containing, or to which there is affixed, an electronic signature shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, "electronic signature" also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version (e.g., via PDF) of an original signature. Any party's failure to produce the original signature of any electronically transmitted signature shall not affect the enforceability of this Agreement.

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1. State Encumbrance Verification

*Individual certifies that funds have been
encumbered as required by Minn. Stat. §§
16A.15 and 16C.05*

Print Name: _____

Signature: _____

Title: _____ Date: _____

SWIFT PO No. 3000085635

**2. Governmental Unit: City of Saint Paul; Saint
Paul Fire Department**

Print Name: _____

Signature: _____

Title: _____ Date: _____

Print Name: _____

Signature: _____

Title: _____ Date: _____

Print Name: _____

Signature: _____

Title: _____ Date: _____

Print Name: _____

Signature: _____

Title: _____ Date: _____

**3. Department of Public Safety; Minnesota State
Patrol**

With delegated authority

Print Name: _____

Signature: _____

Title: _____ Date: _____

3. Commissioner of Administration

As delegated to the Office of State Procurement

Signature: _____

Date: _____

Admin ID: _____