



# State of Minnesota Joint Powers Agreement

SWIFT Contract Number: \_\_\_\_\_

This Agreement is between the State of Minnesota, acting through its Commissioner of the **Department of Health** (“State”) and the **City of St. Paul, acting through its Fire Department** (“Governmental Unit”).

### Recitals

Under Minnesota Statutes § 471.59, subd. 10, the State is empowered to engage such assistance as deemed necessary. The State is in need of onsite Emergency Medical Service (EMS) with Basic Life Support (BLS) and transport capability at the MN State Fairgrounds FEMA Vaccination Site.

### Agreement

#### 1. Term of Agreement

1.1 Effective Date: **Tuesday, April 13, 2021**, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.

1.2 Expiration Date: **Wednesday, June 16, 2021**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

#### 2. Agreement between the Parties

The St. Paul Fire Department agrees to provide onsite Emergency Medical Service (EMS) with Basic Life Support (BLS) and transport capability at the MN State Fairgrounds FEMA COVID-19 Vaccination Site, to take place from Tuesday, April 13 through Wednesday, June 16, 2021.

#### 3. Payment

State agrees to pay the Governmental Unit \$1,320 per day, for 65 days, to cover the costs of the on-site EMS services.

The total obligation of the State under this Agreement will not exceed **\$85,800.00**.

#### 4. Authorized Representatives

The State’s Authorized Representative is **Daniel Huff, Assistant Commissioner, MN Department of Health**, [daniel.huff@state.mn.us](mailto:daniel.huff@state.mn.us), or his/her successor.

The Governmental Unit’s Authorized Representative is **Matt Simpson, Assistant Fire Chief, St. Paul Fire Department**, [matthew.simpson@ci.stpaul.mn.us](mailto:matthew.simpson@ci.stpaul.mn.us), or his/her successor.

**5. Assignment, Amendments, Waiver, and Contract Complete.**

- 5.1 Assignment. The Governmental Unit may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the State and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.
- 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 fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.
- 5.4 Contract Complete. This Agreement contains all negotiations and agreements between the State and the Contractor. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

**6. Indemnification.**

Pursuant to Minn. Stat. §471.5 “governmental unit participating... in a cooperative activity undertaken pursuant to this section. is not liable for the acts or omissions of another governmental unit participating in the joint venture or joint enterprise, The Governmental Unit agrees it is responsible for its own acts and omissions at all times while engaging in the activities which are the subject of this Agreement.

**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, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) 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

- 10.1 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.
- 10.2 Termination for Insufficient Funding. The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Governmental Unit. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Governmental Unit will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Governmental Unit notice of the lack of funding within a reasonable time of the State's receiving that notice.

## 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.

**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 Contract No. \_\_\_\_\_

**2. Governmental Unit**

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: Fire Chief Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: City Attorney Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: Finance Director Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: Mayor Date: \_\_\_\_\_

**3. State Agency**

*With delegated authority*

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**4. Commissioner of Administration**

*As delegated to The Office of State Procurement*

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Admin ID: \_\_\_\_\_