

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 Minnesota State Patrol [MSP] ("State") and the City of Saint Paul, acting on behalf of its Fire Department, 645 Randolph Avenue, Saint Paul, MN 551012 [SPFD] ("Governmental Unit").

Recitals

Under Minnesota Statutes § 471.59, subdivision 10, the State is empowered to engage such assistance as deemed necessary.

Agreement

1 Term of Agreement

1.1 Effective Date. July 1, 2018, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.

1.2 Expiration Date. June 30, 2020, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Agreement Between the Parties

The purpose of this Agreement is to identify the fiscal avenue by the State to the Governmental Unit for funds the State receives from the Fire Safety Account for the MART Team and to identify what the parties, either individually or jointly, will provide.

Thirty Thousand and 00/100 Dollars (\$30,000.00) of funds received by the State will be dedicated to the expenses incurred by the Minnesota State Patrol for helicopter operation during training. The City of St. Paul is the fiscal agent for the Fire Safety Account funds.

MSP will provide one or more helicopter(s) and pilot(s) for the purposes of: 1) training SPFD personnel; and 2) collaborating with the SPFD in conducting airborne search and rescue operations, wildland firefighting, and structural firefighting.

SPFD will provide, as required, rescue technicians and firefighters for search and rescue operations, wildland firefighting, and structural firefighting.

MSP and SPFD will jointly provide the citizens of Minnesota: 1) a trained rescue unit capable of performing aerial rescues as training provides; and 2) a trained aerial firefighting unit for the purpose of firefighting as training provides.

3 Billable Rates and Payment

Upon completing MART operations, MSP will invoice the SPFD for the following expenses:

- An hourly rate of Five Hundred Sixty and 83/100 Dollars (\$560.83) per helicopter flight hour or a pro-rated fraction of the hourly rate for each MSP helicopter operation; and
- An hourly rate of Sixty-Five and 04/100 Dollars (\$65.04) for each pilot or a pro-rated fraction of the hourly rate for each pilot's time.

MSP will invoice SPFD within thirty (30) calendar days upon completion of training exercises, search and rescue operations, wildland firefighting or structural firefighting pursuant to this Agreement. In addition to the hourly rates identified above, MSP will invoice SPFD for any supplies used to complete any training exercise, search and rescue operation, wildland firefighting operation or structural firefighting operation.

SPFD will remit payment to MSP within forty-five (45) calendar days following receipt of invoice from MSP.

The total obligation of the Governmental Unit under this Agreement will not exceed **One Hundred Thirty Thousand and 00/100 Dollars. (\$130,000.00).**

4 Authorized Representatives

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

Name: Lieutenant Craig Benz
Address: Department of Public Safety; Minnesota State Patrol
515 Eaton Street
Saint Paul, MN 55107
Telephone: 651.539.1301
E-mail Address: craig.benz@state.mn.us

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

Name: Captain Michael Aspnes
Address: Saint Paul Fire Department
645 Randolph Avenue
Saint Paul, MN 55102
Telephone: 612.770.6886
E-mail Address: michael.aspnes@ci.stpaul.mn.us

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 without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 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 State fails 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 the Governmental Unit agree each party will be responsible for its own acts and behavior and the results thereof to the extent authorized by law and shall not be responsible or liable for the acts of any others and the results thereof. The State's liability shall be governed by provisions of the Minnesota Torts Claims Act, Minnesota Statutes § 3.736, and other applicable law. The Governmental Unit's liability shall be governed by the Minnesota Municipal Tort Claims Act, Minnesota Statutes Chapter 466, and other applicable law.

7 State 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 State and/or the State Auditor 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 State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 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 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 State.

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

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 or Governmental Unit 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, e-mail 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 to the extent that funds are available. The Governmental Unit 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 Governmental Unit must provide the State notice of the lack of funding within a reasonable time of the Governmental Unit receiving that notice.

11 E-Verify Certification (In accordance with Minnesota Statutes §16C.075)

For services valued in excess of \$50,000, 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. 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 Governmental Unit and made available to the State upon request.

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1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statute §§ 16A.15 and 16C.05.

Signed: _____ NOT APPLICABLE _____

2. GOVERNMENTAL UNIT: CITY OF SAINT PAUL; SPFD

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

3. STATE AGENCY: DEPT. OF PUBLIC SAFETY; MSP

By: _____
(with delegated authority)

Title: _____

Date: _____

4. COMMISSIONER OF ADMINISTRATION

As delegated to the Office of State Procurement

By: _____

Date: _____