



Joint Powers Agreement State of Minnesota

SWIFT Contract Number: 175964

SWIFT Purchase Order Number: 300067573

This Agreement is between the State of Minnesota, acting through its Commissioner of Public Safety on behalf of the State Fire Marshal ("State"), and the City of St. Paul, acting on behalf of the St. Paul Police Department, 367 Grove Street, Saint Paul, MN 55101 ("Governmental Unit").

Recitals

Under Minnesota Statutes § 471.59, subdivision 10, and Minnesota Statutes § 299C.063, subdivisions 2 and 3, the State is empowered to procure services of bomb disposal units throughout the State. The State is in need of such services and is entering this Agreement with the Governmental Unit.

Agreement

1 Term of Agreement

- 1.1 **Effective Date.** **July 1, 2020**, or the date the State obtains all required signatures under Minnesota Statutes § 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration Date.** **June 30, 2025**.

2 Agreement between the Parties

- 2.1 **Definitions.** The terms used in this Agreement have the following meanings given them in Minnesota Statutes § 299C.063, subdivision 1.
 - a) **Bomb Disposal Unit** has the meaning given it in Minnesota Statutes § 299C.063, subdivision 1(a).
 - b) **Commissioner** has the meaning given it in Minnesota Statutes § 299C.063, subdivision 1(b).
 - c) **Municipality** has the meaning given it in Minnesota Statutes § 466.01.
 - d) **Hazardous Explosives** has the meaning given in it Minnesota Statutes § 299F.72, subdivision 2, explosive devices and incendiary devices as defined in Minnesota Statutes § 609.668, subdivision 1, and all materials subject to regulation under United States Code, Title 18, Chapter 40.
 - e) **Geographic Jurisdiction** means the corporate limits of the Governmental Unit.
- 2.2 **Governmental Unit**, which has a commissioner-approved bomb disposal unit (a/k/a bomb squad), will:
 - a) Provide bomb squad services outside its geographic jurisdiction for another municipality or otherwise outside the jurisdiction of the employer-municipality but within the State of Minnesota.
 - b) Invoice the State for expenses incurred while providing bomb disposal unit services outside its geographic jurisdiction for another municipality or otherwise outside the jurisdiction of the employer-municipality but within the State of Minnesota. Expenses incurred and invoiced to the State are set at a flat rate of **Three Hundred and 00/100 Dollars (\$300.00)** per hour inclusive of all services and reimbursable expenses. Should the Governmental Unit have a contract or other legally-binding agreement with another entity in addition to the State for these or similar services, the Governmental Unit shall not invoice the State for services covered by that contract or other legally-binding agreement.
 - c) Provide reports to the State's Authorized Representative once per quarter calendar year using a reporting format approved by the State. Reports shall include a brief outline of services provided and costs incurred. The reports shall be submitted directly to the State's Authorized Representative identified in clause 4 below.

3 Payment

- 3.1 The State shall reimburse the Governmental Unit up to but not exceeding **Thirty Seven Thousand Five Hundred and 00/100 Dollars (\$37,500.00)** for each state fiscal year of the Term of Agreement for the Governmental Unit's bomb disposal unit responding to calls specified in Clause 2.2 of this Agreement and in accordance with the following:

- a) Reimbursement is based on a flat fee of **Three Hundred and 00/100 Dollars (\$300.00)** per hour inclusive of all services and reimbursable expenses.
 - b) Funds encumbered for each state fiscal year of the Term of Agreement which are not reimbursed by the State to the Governmental Unit will not be carried forward to the subsequent state fiscal year, i.e. cancelled.
- 3.2 Total Obligation.** The total reimbursable obligation of the State to the Governmental Unit for all services under this Agreement shall not exceed **One Hundred Eighty Seven Thousand Five Hundred and 00/100 Dollars (\$187,500.00)**.
- 3.3 Invoices.** The State will promptly reimburse the Governmental Unit after the Governmental Unit presents an itemized invoice for services actually performed and the State's Authorized Representative accepts the invoices services. Invoices shall be submitted by the Governmental Unit according to the following schedule:
- No later than October 15th for services rendered July 1st through September 30th of each year;
 - No later than January 15th for services rendered October 1st through December 31st of each year;
 - No later than April 15th for services rendered January 1st through March 31st of each year;
 - No later than July 15th for services rendered April 1st through June 30th of each year; and
 - The final invoice shall be submitted by the Governmental Unit to the State no later than July 15, 2025.

4 Authorized Representatives

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

Name: Tom McDonough, Emergency Response Team Coordinator
 Address: Department of Public Safety; State Fire Marshal
 445 Minnesota Street, Suite 145
 Saint Paul, MN 55101-5145
 Telephone: 651.201.7225 (office); 651.335.1431 (mobile)
 Email Address: Tom.McDonough@state.mn.us

The State's Authorized Representative shall have final authority for acceptance of the Governmental Unit's services and if such services are satisfactory.

The Governmental Unit's Authorized Representatives are the persons below or their successors:

Name: John Adamek, Bomb Squad Commander
 Address: City of St. Paul Police Department
 367 Grove Street
 St. Paul, MN 55101
 Telephone: 651.266.5768
 Email Address: john.adamek@ci.stpaul.mn.us
 and
 Name: Robert Thomasser, Assistant Chief of Police
 Address: City of Saint Paul Police Department
 367 Grove Street
 St. Paul, MN 55101
 Email Address: robert.thomasser@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 shall 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 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 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 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 State and Governmental Unit 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 Workers Compensation Insurance

Under Minnesota Statutes § 176.192, a member of the Governmental Unit's bomb disposal unit is considered an employee of the State when disposing of or neutralizing bombs or other similar hazardous explosives under this Agreement.

11 Termination

11.1 Termination. The State or the Governmental Unit may terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to the other party.

11.2 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 email 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 receiving that notice.

12 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/VerifySubCertForm.doc>. All subcontractor certifications must be kept on file with Governmental Unit and made available to the State upon request.

1. STATE ENCUMBRANCE VERIFICATION
Individual certifies that funds have been encumbered as required by Minnesota Statutes §§ 16A.15 and 16C.05.

**3. STATE AGENCY: Department of Public Safety;
State Fire Marshal
With Delegated Authority**

Print Name: **Dan Boytim**

Print Name: **James G. Smith**

Signature: _____

Signature: _____

Date: _____

Title: **State Fire Marshal**

SWIFT Purchase Order Number: **3000067573**

Date: _____

2. GOVERNMENTAL UNIT: City of Saint Paul

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

Print Name: Steven Heng

Signature: _____

Signature: _____

Date: _____

Title: City Attorney

Date: _____

Print Name: Robert Thomasser

Signature: _____

Title: Assistant Chief of Police

Date: _____

Print Name: John McCarthy

Signature: _____

Title: Director of the Office of Financial Service

Date: _____