

**STATE OF MINNESOTA
JOINT POWERS AGREEMENT**

This agreement is between the State of Minnesota, acting through its Commissioner of Administration ("State") and the City of Saint Paul ("Governmental Unit").

Recitals

1. Under Minnesota Statute § 471.59, subdivision 10, the State is empowered to engage such assistance as deemed necessary.
2. The State is in need of a disparity study and is seeking to partner with Governmental Unit in conducting a joint disparity study.

Agreement

1. Term of Agreement

- 1.1 The Effective Date of this Agreement is May 15, 2016 or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 The Expiration Date of this Agreement is May 14, 2018 or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Definitions

- 2.1 *Governmental Units*. Includes the Metropolitan Council, the Metropolitan Airport Commission, the Metropolitan Mosquito Control District, Hennepin County, City of St. Paul and its HRA, City of Minneapolis, and Minnesota State Colleges and Universities. In the singular, Governmental Unit is defined as set forth in the Preamble.
- 2.2 *Joint Disparity Study*. The disparity study conducted by the State of Minnesota on behalf of itself and Governmental Units.
- 2.3 *Prime Contractor*. The contractor selected by the State and Governmental Units and which the State of Minnesota has contracted to perform the Joint Disparity Study.
- 2.4 *State Contract*. The State's contract with the Prime Contractor to perform the Joint Disparity Study, including all exhibits, attachments, and amendments thereto.

3. Obligations of the Parties

- 3.1 The State shall enter into a State Contract to perform a Joint Disparity Study.
- 3.2 Neither party shall charge or invoice the other for costs related to its obligations under the terms of this Agreement.

- 3.3 The Joint Disparity Study will include the State of Minnesota and its Department of Transportation, and all Governmental Units.
- 3.4 State shall provide project and contract management for the Joint Disparity Study pursuant to the terms of the State Contract.
- 3.5 State will provide periodic updates to Governmental Units related to Prime Contractor's progress and completion of deliverables under the State Contract.
- 3.6 Governmental Unit shall participate in the Joint Disparity Study, cooperate with the requests of the Prime Contractor related to the Governmental Unit, and assign an Authorized Representative as its primary point of contact.
- 3.7 Governmental Unit shall be entitled to the deliverables set forth in the State Contract that apply to the Governmental Unit, and shall comply with the requirements set forth in the State Contract applicable to the Governmental Unit.
- 3.8 Governmental Unit shall work with Prime Contractor and State to establish a Governmental Unit specific work plan and timeline.
- 3.9 Should Governmental Unit seek changes to the scope set forth in State Contract, Governmental Unit shall work with State to document those changes and execute an amendment with Prime Contractor. Governmental Units shall be responsible for all additional Prime Contractor relates costs associated with the change to scope.
- 3.10 State Contract will expressly identify the Governmental Unit as an Intended Third Party Beneficiary. State intends that Governmental Unit will have standing to enforce the applicable provisions in the State Contract.

4. Payment

- 4.1 Governmental Unit shall contribute to the Joint Disparity Study the amount of \$ 154,688 within ninety (90) days of execution of this agreement, unless otherwise agreed to by the parties in writing.
- 4.2 State will maintain an accounting of all funds paid to Prime Contractor, and will provide that accounting to Governmental Units upon request, but no more frequently that every 90 days.
- 4.3 In the event that funds remain at the conclusion of the State Contract, or in the event that the Prime Contractor fails to perform all obligations set forth in the State Contract, State will refund Governmental Unit any unspent funds on a pro-rata basis.
- 4.4 State intends to expend its all of funding prior to June 30, 2017.

5. Authorized Representatives

- 5.1 State's Authorized Representative is Rachel Dougherty, 112 Administration Building, 50 Sherburne Avenue, St. Paul, MN 55155, 651-201-3115 or her successor.
- 5.2 The Governmental Unit's Authorized Representative is Tisidra Jones, 15 West Kellogg Blvd., 280 City Hall, St. Paul MN 55102, 651-266-8904 or her successor.

6. Assignment, Amendments, Waiver, and Contract Complete

- 6.1 **Assignment.** Neither party may 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.
- 6.2 **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.
- 6.3 **Waiver.** If either party fails to enforce any provision of this agreement, that failure does not waive the provision or its right to enforce it.
- 6.4 **Contract 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.

7. Indemnification

- 7.1 Each party will be responsible for its own acts and behavior and the results thereof. The liability of each party is as set out in Minnesota Statutes and subject to the limitations therein.

8. State Audits

- 8.1 Under Minnesota Statute § 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 years from the end of this agreement.

9. Government Data Practices

- 9.1 The Governmental Unit and State must comply with the Minnesota Government Data Practices Act, Minnesota Statute 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 agreement. The civil remedies of Minnesota Statute § 13.08 apply to the release of the data referred to in this clause by either the Governmental Unit or the State.
- 9.2 If the Governmental Unit receives a request to release State data, 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.

10. Intellectual Property Rights

- 10.1 Each party retains all rights, title, and interest in its own pre-existing intellectual property and data, and all derivatives thereof.

11. Dispute Resolution

- 11.1 Prior to enforcing any rights under the State Contract, Governmental Unit shall notify State regarding any issue with Prime Contractor or State under this Agreement or the State Contract. Governmental Unit shall describe the desired remedy, if any, and State will make reasonable efforts to resolve the issue.
- 11.2 If the State cannot resolve the issue in a timely manner, Governmental Unit may contact Prime Contractor’s Authorized Representative and attempt to directly resolve the issue.
- 11.3 Nothing herein shall be deemed a waiver of either party’s legal rights, obligations, or Sovereign Immunity.

12. Termination

- 12.1 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.
- 12.2 Except upon material breach by the State, or subject to Section 4.3, Governmental Unit shall be responsible for payment as set forth in Section 4.1.

13. Venue

- 13.1 Venue for all legal proceedings arising out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

1. STATE AGENCY

By: _____

Title: _____

Date: _____

2. GOVERNMENTAL UNIT

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

3. COMMISSIONER OF ADMINISTRATION

As delegated to Materials Management Division

By: _____

Title: _____

Date: _____

SWIFT Contract No. _____

Distribution:

Agency

Governmental Unit

State's Authorized Representative - Photo Copy