



State of Minnesota

Joint Powers Agreement

SWIFT Contract Number: _____

This agreement is between the State of Minnesota, acting through its Commissioner of Administration ("State") and the City of Saint Paul ("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 a disparity study and is seeking to partner with Governmental Unit in conducting disparity study.

Agreement

1. Term of Agreement

- 1.1 Effective Date: February 1, 2024, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- 1.2 Expiration Date: January 31, 2026, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Agreement between the Parties

- 2.1 *Governmental Units*. Includes the Metropolitan Council, the Metropolitan Airports Commission, the Metropolitan Mosquito Control District, the University of Minnesota, Minnesota State, the City of Saint Paul, the City of Minneapolis, the City of Rochester, Hennepin County, Ramsey County, Saint Paul Public Schools, Hennepin Healthcare System, and the City of Bloomington. 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 total amount of \$32,660.00; with \$16,330.00 due to the State within 30 days of execution of this agreement, and the remaining \$16,330.00 due to the State by June 30, 2024, 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 all of the funding prior to June 30, 2025.

The total obligation of the Governmental Unit under this Agreement will not exceed \$32,660.00

5. Authorized Representatives

The State's Authorized Representative is Igbal Mohammed, Office of Equity in Procurement Manager, Igbal.Mohammed@state.mn.us, 651-201-2421, or his/her successor.

The Governmental Unit's Authorized Representative is Sara Nurmela, Senior Compliance Coordinator & Vendor Outreach Program, sara.nurmela@ci.stpaul.mn.us, 651-266-8974 , or his/her successor.

6. Assignment, Amendments, Waiver, and Contract Complete.

- 6.1 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.
- 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 authorized parties or their successors.
- 6.3 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.
- 6.4 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.

7. Indemnification.

7.1 In the performance of this Agreement, the Indemnifying Party must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the State, to the extent caused by Indemnifying Party's:

- Intentional, willful, or negligent acts or omissions; or
- Actions that give rise to strict liability; or
- Breach of contract or warranty.

The Indemnifying Party is defined to include the Governmental Unit, the Governmental Unit's reseller, any third party that has a business relationship with the Governmental Unit, or Governmental Unit's agents or employees, and to the fullest extent permitted by law. The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Indemnifying Party may have for the State's failure to fulfill its obligation under this Agreement.

7.2 Nothing within this Agreement, whether express or implied, shall be deemed to create an obligation on the part of the State to indemnify, defend, hold harmless or release the Indemnifying Party. This shall extend to all agreements related to the subject matter of this Contract, and to all terms subsequently added, without regard to order of precedence.

8. 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.

9. 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.

10. 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.

11. Termination

11.1 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.

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 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.

12. 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: _____ 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: _____