# State of Minnesota
# Joint Powers Agreement

**SWIFT Contract Number: 278147**

This Agreement is between the **State of Minnesota**, acting through its Commissioner of Public Safety on behalf of the State Fire Marshal division ("SFM" or "State"), and the **City of Saint Paul**, acting through its Fire Department as fiscal agent for the Minnesota Air Rescue Team ("MART" or "City"), a partnership between the Minnesota State Patrol Aviation Section and the Saint Paul Fire Department Advanced Technical Rescue Team ("Governmental Unit"). The State and Governmental Unit may be referred to jointly as "Parties."

## Recitals

**WHEREAS**, under Minn. Stat. § 471.59, subd. 10, the State is empowered to engage such assistance as deemed necessary; and

**WHEREAS,** under Minn. Stat. § 297I.06, subd. 3, the Fire Safety Account is created in the state treasury; and

**WHEREAS**, pursuant to the Laws of Minnesota 2025, Chapter 35, Article 2, Section 3, subd. 4, $500,000 each year is appropriated for State fiscal years 2026 and 2027 from the Fire Safety Account to the State for the Minnesota Air Rescue Team; and

**WHEREAS**, MART utilizes its capacity as an operational partnership focused on air technical rescue, a component service traditionally carried out by fire service units and fire-related regional response teams, and the Parties wish to identify the fiscal avenue by the State to the Governmental Unit for funds appropriated to the State from the Fire Safety Account for the MART Team and to identify what the Parties, either individually or jointly, will provide;

**NOW THEREFORE**, it is agreed:

## Agreement

**1. Term of Agreement**

1.1 Effective Date. July 1, 2025, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.

1.2 Expiration Date. June 30, 2027, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**2. Agreement Between the Parties**

The State and Governmental Unit agree to the following services, responsibilities, and understandings.

2.1 The cooperative entity, the Minnesota Air Rescue Team, composed of the Minnesota State Patrol Aviation Section and the St. Paul Fire Department, will provide helicopter-based search and rescue response to requesting agencies throughout the State of Minnesota whenever available.

2.2 MART will utilize a Minnesota State Patrol provided hoist/short haul qualified pilot for MART responses whenever available.
2.3 MART will utilize Minnesota State Patrol provided hoist/short haul qualified pilots as needed whenever available for training and demonstration/outreach activities.
2.4 MART will utilize a Minnesota State Patrol provided helicopter for response, training, and demonstration/outreach activities whenever available.
2.5 MART will utilize 1-3 Saint Paul Fire provided hoist/short haul qualified rescuers for responses whenever available.
2.6 MART will utilize Saint Paul Fire provided hoist/short haul qualified rescuers as needed whenever available for training and demonstration/outreach activities.
2.7 The above stated "availability" may be affected by:
- pilot staffing constraints,
- fire department staffing constraints
- helicopter maintenance requirements
- home agency primary mission operational constraints (law enforcement, fire suppression, and/or other public safety duties)
- inclement weather

2.8 A team designee will notify the Minnesota Duty Officer should there be an extended period where MART is unable to respond.
2.9 As soon as is practicable, a team designee will notify the Minnesota Duty Officer of all MART responses and will provide a post-incident summary to the Minnesota Duty Officer following any response.

**3. Reimbursement Provisions and Payment**

3.1 Consideration. The State will pay for all MART services performed by the Governmental Unit under this Agreement as follows:

**(a) Compensation.** The Governmental Unit will be reimbursed by the State for the following costs, up to but not exceeding Five Hundred Thousand and 00/100 Dollars ($500,000.00) during each twelve-month period, i.e. July 1 through June 30, corresponding to clause 1, "Term of Agreement":

1) **Pilot Overtime/Backfill/Standby (Hourly)**
2) **Firefighter Overtime/Backfill/Standby (Standby TBD) (Hourly)**
3) **Helicopter Operational Costs (Hourly)**
4) **Equipment**
5) **Pilot Travel/Lodging**
6) **Firefighter Travel/Lodging**
7) **Tuition/Conference Fees**

**(b) Financial Reconciliation and Summary.** Upon completion of MART operations pursuant to this Agreement, the Governmental Unit will provide the State with a reconciled financial summary identifying actual expenses corresponding to the budget components outlined in 3.1(a) above. The summary will be transmitted electronically by the Governmental Unit to the State' Authorized Representative or his designee. The summary will include documentation to substantiate expenses claimed. The Governmental Unit shall submit its financial summaries according to the following schedule:

- No later than November 30th for services rendered July 1st through October 31st of the first year;
- No later than January 30th for services rendered November 1st through December 31st of each year;

- No later than April 30th for services rendered January 1st through March 31st of each year; and
- No later than July 30th for services rendered April 1st through June 30th of each year.
- No later than October 30th for services rendered July 1st through September 30th of the second year.

3.2 Subsequent to receipt of a MART financial summary pursuant to 3.1(b) above and review by DPS-SFM, if acceptable, the State shall provide notice of approval of the claimed expenses within a reasonable timeframe. Subject to conformity with the cost categories outlined in 3.1 of this Agreement, the State will approve reimbursement of claimed expenses incurred as of July 1, 2025, regardless of the effective date of the Agreement.

3.2.1 The State's Authorized Representative identified in clause 4 of this Agreement shall notify the Governmental Unit's Authorized Representative of any disputed expense within fifteen (15) days following receipt of the corresponding financial summary.

3.2.1.1 Resolution of a disputed expense will be completed by the Parties' authorized representatives no later than the respective State fiscal year 2026 and 2027 accounting deadlines (a/k/a "hard close").

3.2.1.2 Any MART expense unacceptable to the State pursuant to 3.1 of this Agreement will not be reimbursed and will become an expense of the Governmental Unit.

3.2.2 Upon notice of approval by the State, the Government Unit shall submit an itemized invoice to the State's Authorized Representative identifying the claimed expenses as approved pursuant to 3.2 above.

3.3 Reimbursement by the State to the Governmental Unit for MART expenses incurred pursuant to this Agreement will be paid from the corresponding funds in SWIFT, the State's financial system, within thirty (30) calendar days of receipt of an invoice from the Governmental Unit corresponding to claimed expenses approved by DPS-SFM.

3.4 Total Obligation. The total reimbursable obligation of the State for all compensation to the Governmental Unit corresponding to Clause 3, Section 3.1(a) of this Agreement shall not exceed **Five Hundred Thousand and 00/100 Dollars ($500,000.00)** for each State fiscal year commencing July 1 and ending June 30. Funds encumbered for each State fiscal year corresponding to, "Term of Agreement," and which are not paid by the State to the Governmental Unit, will not be carried forward to the subsequent state fiscal year, i.e., cancelled.

**4. Authorized Representatives**

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

| | |
|---|---|
| Name: | Daniel Krier, State Fire Marshal |
| Address: | Department of Public Safety; State Fire Marshal Division<br>445 Minnesota Street, Ste. 145<br>St Paul, MN 55101 |
| Telephone: | 651.201.7201 |
| Email Address: | daniel.krier@state.mn.us |

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

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

**6. Assignment, Amendments, Waiver, and Agreement Complete**

6.1 Assignment. Neither the State nor the Governmental Unit may assign or transfer any rights or obligations under this Agreement.

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 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.

**7. Liability**

The State and Governmental Unit agree each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible 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, §§ 466.01-466.15, and other applicable law.

**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, 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 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**

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. Termination must be by written 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.

**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 the Governmental Unit and made available to the State upon request.

**13. Contracting and Bidding Requirements**

13.1 The Governmental Unit is required to comply with Minnesota Statutes § 471.345, Uniform Municipal Contracting Law.

13.2 The Governmental Unit must comply with prevailing wage rules per Minnesota Statutes §§ 177.41 through 177.50, as applicable.

13.3 The Governmental Unit must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government: Suspended and Debarred Vendors, Minnesota Office of State Procurement.

13.4 The Governmental Unit must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts.

**14. Continuing Obligations**

The following clauses survive the expiration or cancellation of this Agreement: Liability; State Audits; Government Data Practices; and Venue.

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**IN WITNESS WHEREOF,** the parties have caused this Agreement to be duly executed intending to be bound thereby.

**APPROVED**.

**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 PO No. _____

**2. Governmental Unit: City of Saint Paul; Saint Paul Fire Department**
*The Governmental Unit certifies that the appropriate person(s) has(have) executed this Agreement on behalf of the City as required by applicable articles, laws, by-laws, resolutions, or ordinances.*

Print Name: _____

Signature: _____

Title:_____Date: _____

Print Name: _____

Signature: _____

Title:_____Date: _____

Print Name: _____

Signature: _____

Title:_____Date: _____

Print Name: _____

Signature:_____

Title:_____Date: _____

**3. State: Department of Public Safety; State Fire Marshal**
*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: _____