

## STATE OF MINNESOTA JOINT POWERS AGREEMENT

This agreement is between the State of Minnesota, acting through its Commissioner of Human Rights ("State") and the City of Saint Paul Department of Human Rights and Economic Opportunity ("The City of Saint Paul or The City").

### Recitals

Under Minnesota Statute § 471.59, subdivision 10, the State is empowered to engage such assistance as deemed necessary. The State is in need of a conference facility on December 12, 2017 and December 13, 2017 to hold the 2017 Human Rights Symposium, which is expected to draw between 300 and 500 people.

### Agreement

#### 1 Term of Agreement

- 1.1 **Effective date:** September 6, 2017 or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** January 31, 2018 or until all obligations have been satisfactorily fulfilled, whichever occurs first.

#### 2 Agreement between the Parties

The City of Saint Paul shall contract with the Saint Paul RiverCentre to reserve space at the RiverCentre, as well as labor, furniture, and technology necessary for the 2017 Human Rights Symposium ("Symposium") on December 12, 2017 and December 13, 2017.

- **Rental:** The City of Saint Paul will rent rooms at the Saint Paul RiverCentre. Rental will include six ballrooms and five meeting rooms; specifically, ballrooms A, B, C, D, E, and F and meeting rooms 1, 2, 3, 4 and 5, or equivalent.
- **Labor and Equipment:** The State shall reimburse the City for all costs associated with labor and equipment for the Symposium, subject to the total obligation in Section 3.
- **Catering:** Catering for the event will be contracted separately and will be the responsibility of the State. The State will pursue a separate contract with the vendor.
- **Marketing:** All marketing for the 2017 HR Symposium will include the City of Saint Paul Human Rights and Equal Economic Opportunity (HREEO) logo and language indicating the collaboration or partnership of the event between the Minnesota Department of Human Rights and HREEO. This language will be mutually agreed upon by the two organizations.
- **Programming:** The City of Saint Paul Department of Human Rights and Economic Opportunity will provide suggested topics and speakers as part of its partnership by having a representative on the presentation selection committee.
- **Welcome:** A representative of the City of Saint Paul will provide a welcome to attendees of the event as part of this contract.
- **Complimentary attendance:** The State will provide the City of Saint Paul with complimentary attendance at the Symposium for up to five attendees.
- **Invoice:** The City of Saint Paul will provide an invoice to the Department of Human Rights detailing charges for equipment rental and services rendered as outlined in this agreement.

#### 3 Payment

The State will reimburse the City of Saint Paul for actual costs of labor and equipment expenses the City incurs when renting the RiverCentre, including such items as staging, lectern, microphones, PA System, screens, projectors, skirted tables, linens, directional signage, easels, internet service, telephone service, and other labor and equipment the State may require. The expenses will be based on charges set forth in Exhibit A - RiverCentre Event Estimate, which is attached and incorporated into this agreement. The total obligation of the State under this agreement will not exceed \$25,000.

**4 Authorized Representatives**

The State's Authorized Representative is Rowzat Shipchandler, Minnesota Department of Human Rights Deputy Commissioner, Freeman Building, 625 Robert Street North. Saint Paul, MN 55155, 651.539.1118 or his/her successor, and has the responsibility to monitor the Contractor's performance and the authority to accept the services provided under this Contract.

The City of Saint Paul's Authorized Representative is Sarah Satterberg, Human Rights & Equal Economic Opportunity Administrative Manager, 15 W Kellogg Blvd. CH280, Saint Paul, MN 55102, 651-266-8916

**5 Assignment, Amendments, Waiver, and Contract Complete**

5.1 *Assignment.* The City 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 *Contract Complete.* This agreement contains all negotiations and agreements between the State and the City. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

**6 Indemnification**

Each party agrees that it will be responsible for its own acts and/or omissions in carrying out the terms of the Agreement and the results thereof to the extent authorized by law and shall not be responsible for the acts and/or omissions of the other party and the results thereof. The liability of the City of Saint Paul, its employees, officials and agents, and the State of Minnesota and its employees, officials and agents shall be governed by the Minnesota Torts Claims Act, Minnesota Statutes Chapter 466, et seq. and other applicable law.

**7 State Audits**

Under Minnesota Statute § 16C.05, subdivision 5, the City'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.

**8 Government Data Practices**

The City 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 City 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 City or the State.

If the City receives a request to release the data referred to in this Clause, the City must immediately notify the State. The State will give the City 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 City 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 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 City. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the City 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 City notice of the lack of funding within a reasonable time of the State's receiving that notice.

**1. STATE ENCUMBRANCE VERIFICATION**

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

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

SWIFT Contract No. \_\_\_\_\_

**2. CITY OF SAINT PAUL**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**3. STATE AGENCY**

By: \_\_\_\_\_

(with delegated authority)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**4. COMMISSIONER OF ADMINISTRATION**

As delegated to the Office of State Procurement

By: \_\_\_\_\_

Date: \_\_\_\_\_

Distribution:  
Agency  
Governmental Unit  
State's Authorized Representative - Photo Copy