

JOINT POWERS AGREEMENT
City of Saint Paul and Independent School District No. 625, Saint Paul Public
Schools: CERT Program Subscription
May 1, 2021 – April 30, 2022

THIS COOPERATIVE AGREEMENT (“Agreement”) is between Independent School District No. 625, Saint Paul Public Schools (SPPS) and the City of St. Paul with the City of Saint Paul serving as the provider of CERT program services as defined in this agreement to SPPS.

WHEREAS, the City of Saint Paul is the Lead Agency for the CERT Program, which is a small business certification program for local small businesses (SBE), small woman-owned businesses (WBE), small minority-owned businesses (MBE), and emerging small businesses (ESBE); and

WHEREAS, the CERT Program is governed by a Joint Powers Agreement among Hennepin County, Ramsey County, the City of Minneapolis, and the City of Saint Paul; and

WHEREAS, the City of Saint Paul is authorized, pursuant to the CERT JPA, to enter into agreements with organizations who wish to be subscribers to the CERT program; and

WHEREAS, the City of Saint Paul, as Lead Agency, is authorized to add subscribers who receive services from the CERT Program and invoice subscribers for services provided per a subscription agreement; and

WHEREAS, the Independent School District No. 625, Saint Paul Public Schools wishes to become a CERT Subscriber so that they can receive services from the City in its work to reach certified SBEs, MBEs, WBEs, and ESBEs;

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the City of Saint Paul and Saint Paul Public Schools agree as follows:

I. Purpose

Independent School District No. 625, Saint Paul Public Schools (SPPS) joins the CERT Program as a Subscriber to increase its engagement with, and outreach, communication, and education to CERT certified SBEs, MBEs, WBEs and/or ESBEs. The City of Saint Paul, as the Lead Agency of the CERT Program, will host SPPS and manage CERT activities on behalf of SPPS to increase contracting opportunities for businesses registered with the CERT Program.

II. Definitions

The Collaborative:	The governmental entities that have executed the CERT JPA which may be subject to change through the withdrawal and addition of members as permitted under the CERT JPA.
Lead Agency:	Currently the City of Saint Paul, is the Collaborative Member designated to implement and manage the activities in the Collaborative Work Plan, day-to-day operations, and to serve as its Fiscal Agent
Subscriber:	A non-governmental or governmental organization who receives services from the Collaborative as permitted by this Agreement and the CERT JPA. Governmental organizations become subscribers pursuant to Minn. Stat. §471.59. A Subscriber is not a Member of the Collaborative as defined herein. Saint Paul Public Schools is a Subscriber.
CERT List	The list of businesses that have been certified with the CERT Program as an SBE, MBE, WBE, and/or ESBE. The CERT List is maintained electronically by the City of Saint Paul and is available at http://cert.smwbe.com .

III. Subscription Agreement

Independent School District No. 625, Saint Paul Public Schools (SPPS) will join the CERT Program as a Subscriber level participant. SPPS will pay the City of Saint Paul annually for the subscription pursuant to Section III paragraph E. In exchange for the subscription fee, the City of Saint Paul will provide SPPS the following:

A. Two outreach events.

SPPS will lead the planning and execution, and provide staff to plan and execute, the outreach events, which may be virtual or in person, as agreed upon by the City and SPPS. The City of Saint Paul shall provide support for:

1. Event set up, clean up, and event attendance tracking;
2. Creation of event invites;
3. Distribution of event invites to the CERT business list;
4. Distribution of event invites to other business list and partner organizations as reasonably requested by SPPS;
5. Staff support for meeting planning for event, up to 8 hours.
6. Creation and distribution of monthly outreach emails to the CERT list.

B. Monthly Outreach Newsletter & Communications to the CERT List.

1. The City of Saint Paul will electronically send a monthly newsletter on behalf of SPPS to the CERT List and any entity or individual that has signed up via the City's Granicus software for updates from the CERT program. The newsletter will include the following information:
 - a) Bidding opportunities with SPPS;
 - b) Upcoming outreach events hosted by SPPS;
 - c) Opportunities for capacity building, training and technical assistance;
 - d) Information on contracting with SPPS.

Each party will have responsibilities for proper execution and distribution of the newsletter.

2. SPPS may, from time to time, have additional opportunities/bids/projects arising outside the regularly scheduled newsletter. In the event SPPS wishes to notify the CERT List of such opportunities, SPPS shall notify the City. Upon receipt of such notice, the City and SPPS may agree that the City will utilize its membership database to direct that opportunity to its members.

SPPS Responsibilities:

1. Generate and draft language and other content for inclusion in the newsletter.
2. Provide content for the newsletter at least two (2) weeks prior to the City distributing the newsletter.
3. Review newsletter content and template when the City provides for review. SPPS will provide feedback to the City within five (5) business days of receipt.

City Responsibilities:

1. Create a newsletter template in the Granicus software using colors and logos supplied by SPPS.
 - a) The City will create the newsletter template within one (1) week of execution of this agreement and supply to SPPS for review.
 - b) The City will have two (2) business days to finalize the template once SPPS supplies feedback.
 - c) The City will distribute the first newsletter within five (5) business days of receiving the newsletter content from SPPS, or within five business days of template creation, whichever is later.
2. Assemble content provided by SPPS into a monthly newsletter.
3. Electronically distribute the newsletter monthly, to the City's CERT list and any entity or individual that has signed up via the City's Granicus software for updates from the CERT program. The City will distribute the newsletter within five (5) business days of receiving the newsletter content from SPPS.

The City reserves the right to approve or modify language in the publication. Pursuant to the terms of the CERT JPA, through operation of this agreement, SPPS will not become a Member of CERT or have membership on the CERT Executive Board. Timing of newsletter creation and distribution may change upon mutual agreement of the parties.

C. Reporting and Data Analysis

To assist SPPS in targeted outreach to small businesses, the City will provide the following reports and data analysis to SPPS:

1. General system access and reporting capabilities: Access to the CERT database and technical assistance generating standard reports from the City's B2Gnow software;
2. Specific system access and reporting: The City will work with SPPS to ensure SPPS obtains access to a report that identifies firms by their annual gross revenue, as reported in the CERT database.
3. A work progress report detailing work performed under this contract, including work item, due date, and progress toward completion.

III. General Terms and Conditions

A. Liability

Pursuant to Minn. Stat. § 471.59, Subd.1a.(a) each party will be responsible for its own acts and omissions and those of its officers, agents and employees with respect to any claims, lawsuits, or expenses for personal or property damages, losses or injuries, resulting from any activities undertaken pursuant to this Agreement. Nothing herein is intended or shall result in a waiver of the defenses or immunities, or monetary limits on damages that each is entitled to by law.

B. Term,

The term of this agreement is May 1, 2021 to April 20, 2022. This agreement will automatically renew on an annual basis unless terminated pursuant to Section III C.

C. Termination

This Agreement will terminate upon: (1) written agreement between SPPS and the City of Saint Paul; (2) sixty (60) days written notice by either Party; (3) Operation of law; or (4) Court order.

D. Amendment

Amendments or modifications to this Agreement must be in writing and will not be effective until properly executed by all parties to this Agreement.

E. Payment

SPPS will pay a lump sum subscription fee of \$8,700.00 dollars annually. The City will invoice SPPS no later than May 1st of each year, and SPPS will remit payment within thirty-five (35) business days in accordance with Minnesota Statutes Section 471.425 or future amendments. The

City of Saint Paul will submit an itemized report to SPPS detailing services rendered twice per year. The parties may agree to receive and remit the report according to an alternate timeline.

F. Compliance with Applicable Law

All parties agree to comply with all federal, state and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are hereinafter promulgated insofar as they relate to the parties' performance of the provisions of this Agreement.

G. Books and Records

Pursuant to Minn. Stat. § 16C.05, subdivision 5, the City and SPPS must maintain books, records, documents, and accounting procedures and practices relevant to this agreement for a minimum of six years from the end of this agreement, and make them available for examination by SPPS, the City, or the State Auditor as appropriate.

H. Human Rights/Affirmative Action/Economic Opportunity

The Parties agree to comply with all federal, state and local laws, resolutions, ordinances, rules, regulations and executive orders pertaining to unlawful discrimination on account of race, creed, religion, color, sex, sexual or affectional orientation, national origin, ancestry, familial status, age, disability, marital status, or status with regard to public assistance and will take affirmative steps to ensure that employees are treated during employment without regard to the same.

I. Interpretation of Agreement, Venue.

This Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this agreement shall be venued in the District Court of the County of Ramsey, Second Judicial District, State of Minnesota.

J. Notice

Except as otherwise stated in this Agreement, any notice or demand to be given under this Agreement shall be delivered in person or deposited in United States Certified Mail, Return Receipt Requested, and/or delivered by email. Any notices or other communications shall be addressed to the following individuals:

Independent School District No. 625, Saint Paul Public Schools

Name: Jamie Atkins

Address: 360 Colborne Street, Saint Paul, MN 55102

Email: jamie.atkins@spps.org

Copy to:

Office of General Counsel

Address: 360 Colborne Street, Saint Paul, MN 55102
Email: charles.long@spps.org

City of Saint Paul

Name: David Gorski
Address: 15 Kellogg Blvd W., Suite 280, Saint Paul, MN 55102
Email: Dave.Gorski@ci.stpaul.mn.us

K. Severability

The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to either party.

L. Entire Agreement

The terms and conditions of this Agreement, referenced exhibits, and attachments shall constitute the entire Agreement between the parties and shall supersede all prior oral or written negotiations.

M. Counterparts.

The parties may sign this Agreement in counterparts, each of which constitutes an original, but all of which together constitute one instrument.

N. Electronic Signatures.

The parties agree that the electronic signature of a party to this Agreement is as valid as an original signature of such party and is effective to bind such party to this Agreement.

IN WITNESS WHEREOF, the constituent members of the Jurisdictions have caused this Agreement to be executed by their duly authorized representatives.

City of Saint Paul

Mayor/Deputy Mayor of Saint Paul

Date

Director of Human Rights & Equal
Economic Opportunity

Date

Director Office of Financial Services

Date

As to Form: Assistant City Attorney

Date

IN WITNESS WHEREOF, the constituent members of the Jurisdictions have caused this Agreement to be executed by their duly authorized representatives.

Independent School District No. 625, Saint Paul Public Schools

Board Chair

Date