



State of Minnesota

Joint Powers Agreement

SWIFT Contract Number: 280576

This Agreement is between the State of Minnesota, acting through its Commissioner of the **Minnesota Department of Veterans Affairs** ("State" or "MDVA") on behalf of Minnesota Veterans Home – Hastings ("Home") and **Dakota County Veterans Services Office**, 1 Mendota Road West, Ste. #420, West St. Paul, MN 55118 ("Governmental Unit").

Recitals

1. Under Minnesota Statutes § 15.061 and 471.59, subd. 10, the State is empowered to engage such assistance as deemed necessary.
2. The Governmental Unit is in need of transportation services to the Veterans Affairs Medical Center (VAMC) in Minneapolis on an intermittent basis.
3. The State represents that it is duly qualified and agrees to provide the services described in this contract.

Agreement

1. Term of Agreement

- 1.1 Effective Date: **November 28, 2025**, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- 1.2 Expiration Date: **November 27, 2030**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. State Duties

The State will:

- 2.1 Provide transportation for Governmental Unit's clients to and from medical appointments at the Veterans Affairs Medical Center (VAMC) – Minneapolis, subject to the following conditions:

2.1.1 Space is available on the State's transport vehicle;

2.1.2 Transporting the Governmental Unit's client(s) will not delay the State's scheduled transport operations;

2.1.3 The client's appointment is non-emergency in nature, as determined by the State; and

2.1.4 The client(s) can be transported safely, as determined by the State's transportation staff.

- 2.2 Provide transportation driver(s) who are currently qualified to transport residents in the transport vehicle; State shall provide proof of qualifications upon request.

- 2.3 Prior to each trip, assess the State's residents to determine whether the Governmental Unit's client(s) can be safely transported together with State residents.
- 2.4 Notify the Governmental Unit's authorized representative or designated staff immediately if the State's transport vehicle is involved in an accident while transporting the Governmental Unit's client(s).
- 2.5 State Liability. The State is self-insured for purposes of liability under Minn. Stat. § 3.736 and will be responsible for its own acts and omissions and those of its employees acting within the scope of their employment, subject to the liability limits in Minn. Stat. § 3.736, subd. 4. Nothing in this Agreement shall be construed as a waiver of any immunities, defenses, or limits of liability available to the State under law.

3. Governmental Unit's Duties

The Governmental Unit will:

- 3.1 Contact the designated State staff at least 24 hours in advance—or as soon as possible—to request transportation services. The Governmental Unit will provide the client's name and any information necessary to ensure safe and efficient transport.
- 3.2 Assess its client(s) in advance to determine whether they can be safely transported by the State in a motor vehicle.
- 3.3 Notify the State's authorized representative or designated staff as soon as possible of any changes to a transportation request.

Ensure the client is present at the designated pickup location:

- Minnesota Veterans Home – Hastings (for transport to VAMC – Minneapolis), or
- VAMC – Minneapolis (for return transport to Minnesota Veterans Home – Hastings).

- 3.4 Provide feedback to the State's authorized representative or designated staff regarding incidents, concerns, or other issues related to transport.

- 3.5 Governmental Unit Insurance. The Governmental Unit represents and warrants that it maintains, at minimum, general liability insurance and workers' compensation coverage as required by law. The Governmental Unit is responsible for its own acts and omissions and those of its employees, agents, and representatives. Upon request, the Governmental Unit will provide the State with documentation of current insurance coverage.

4. Payment

The Parties agree that the transportation for Governmental Unit client(s) will be without cost to either party. The total obligation of the Governmental Unit for all compensation and reimbursements to the State under this contract is \$0.00.

5. Authorized Representatives

The State's Authorized Representative is **Leah Killian Smith**, Administrator, 1200 East 18th Street, Hastings, MN 55033, 651-539-2401, or his/her successor.

The Governmental Unit's Authorized Representative is **Marti Fischbach**, Community Services Director, 1 Mendota Road West, West St. Paul, MN 55118, 651-554-5601.

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. Publicity

Any publicity regarding the subject matter of this contract must not be released without prior written approval from the State's Authorized Representative.

1. State Encumbrance Verification

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05

Print Name: Carolyn LaBelle

Signature: 
DocuSigned by:
Carolyn LaBelle
DUE: 12/12/2025 12:00:00 AM

Title: Buyer 1 Date: 12/12/2025

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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: _____