



# State of Minnesota

## Joint Powers Agreement

SWIFT Contract Number: \_\_\_\_\_

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

### Recitals

Under Minnesota Statutes § 15.061 and 471.59, subd. 10, the State is empowered to engage such assistance as deemed necessary. The State is in need of transportation services to the Veterans Affairs Medical Center (VAMC) in Minneapolis on an intermittent basis.

### Agreement

#### 1. Term of Agreement

- 1.1 Effective Date: August 15, 2022, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- 1.2 Expiration Date: August 14, 2023, 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 if:

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

2.1.2 The State's transport vehicle will not be delayed as a result of transporting Governmental Unit's Client(s);

2.1.3 Governmental Unit's client's appointments are of a non-emergency nature as determined by State; and

2.1.4 The Governmental Unit's client(s) can be transported safely as determined by the State 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 trip, assess State's residents to determine if the Governmental Unit's client(s) can be safely transported with the State's residents.

2.4 Contact the Governmental Unit's authorized representative/designated staff immediately if the transport vehicle is involved in an accident when transporting Governmental Unit's client(s).

### 3. **The 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. Governmental Unit shall provide name and any relevant information necessary to support a safe and efficient transport.

3.2 Assess Client(s) being transported by State to determine if the client(s) can be safely transported by State in a motor vehicle.

3.3 Contact State's authorized representative/designated staff as soon as possible if a transportation request must be changed.

3.4 Ensure client requiring transport is picked up at the Minnesota Veterans Home – Hastings (when traveling to VAMC – Minneapolis), or VAMC – Minneapolis (when returning to Minnesota Veterans Home – Hastings).

3.5 Provide feedback to the State's authorized representative/designated staff to report incidents and other problems.

### 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 Authorized Representatives

### 5. **Authorized Representatives**

The State's Authorized Representative is **Mike Anderson**, Administrator, 1200 East 18<sup>th</sup> 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: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

**2. Governmental Unit**

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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**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: \_\_\_\_\_