



State of Minnesota

Joint Powers Agreement

SWIFT Contract Number: _____

This Agreement is between the State of Minnesota, acting through its Commissioner of Health (“State”) and City of Marshall, Minnesota (“Governmental Unit”).

Recitals

Under Minnesota Statutes § 471.59, subd. 10, the State is empowered to engage such assistance as deemed necessary. The State is in need for collection and submission of wastewater samples to the Minnesota Department of Health (MDH) from wastewater facilities across the State of Minnesota.

Agreement

1. Term of Agreement

- 1.1 Effective Date: July 1, 2026, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- 1.2 Expiration Date: July 31, 2027, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Agreement between the Parties

2.1 State’s Duties

2.1.1 Communicate and provide virtual or on-site orientation and training to Governmental Unit.

2.1.2 Provide the following program materials:

2.1.2.1 Sample Containers.

2.1.2.2 Chain of Custody (COC) forms.

2.1.2.3 Return shipping labels, if applicable.

2.1.3 Provide funding to support the time and effort the Governmental Unit takes to be a participant in this program.

2.1.4 Coordinate sample pick-up as follows:

2.1.4.1 Coordinate with Governmental Unit to determine a sample pick-up schedule that is convenient to the Governmental Unit.

2.1.4.2 A courier will transport samples from Governmental Unit to MDH Public Health Laboratory per the mutually agreed-upon schedule.

2.1.4.3 The State assumes financial responsibility for all sample transport.

2.1.5 Analyze samples collected by Governmental Unit and provide results upon request.

2.2 Governmental Unit's Duties

2.2.1 Comply and provide geospatial data to the State as attached and incorporated into this Agreement as **Exhibit A**.

2.2.2 Provide all required information in **Exhibit B**: New MDH Program Code/Project Request Form to the State.

2.2.3 Provide and update as needed a point of contact for each wastewater facility to the State.

2.2.4 Provide and collect two samples per week per collection instructions with the exclusion of holidays and weekends, as attached and incorporated into this Agreement as **Exhibit C**.

2.2.4.1 Use provided containers and if applicable, shipping labels.

2.2.4.2 Label all containers with at least one unique identifier and collection date.

2.2.5 Submit a properly completed COC as attached and incorporated into this Agreement as **Exhibit D** with every sample which includes at a minimum:

2.2.5.1 Flow rate in million gallons per day or MGD.

2.2.5.2 Collection start and end dates.

2.2.6 Attend and contribute to any participant meetings with the State.

2.2.7 Upon request, provide site visits to the State.

3. Payment

The State will pay the Governmental Unit for all successfully submitted samples at a rate of \$100.00 per sample. Upon completion of services and on a quarterly basis an invoice needs to be created and submitted by the Governmental Unit to the State for reimbursement of up to \$100.00 per sample, and up to \$10,000.00 per calendar year.

The total obligation of the State under this Agreement will not exceed \$15,000.00.

In the event that the Governmental Unit would like to remain voluntary participants in the MDH Wastewater Program, no exchange of funds will occur.

4. Authorized Representatives

The State's Authorized Representative is Cori Dahle, Environmental Laboratory Operations Supervisor, 601 Robert St. N., St. Paul, MN 55164, (651) 201-5214, or her successor.

The Governmental Unit's Authorized Representative is Scott Przybilla, Wastewater Superintendent, 600 E Erie Rd, Marshall, MN 56258, (507) 537-6776, or his/her successor.

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

- 5.1 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.
- 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 authorized parties or their successors.
- 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 Contractor. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6. Indemnification.

- 6.1 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.

- 6.2 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.

7. 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.

8. 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.

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 Governmental Unit 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 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.

11. 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 Contractor and made available to the State upon request.

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: _____

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: _____