F.Y.:	Cost Center:	Obj. Code:	Amount:	Vendor #:	P.O. #:
2017	601030	*1820*	*Not to exceed $*	*0000197676-001*	

STATE OF MINNESOTA

MINNESOTA STATE COLLEGES AND UNIVERSITIES

ANOKA-RAMSEY COMMUNITY COLLEGE

JOINT POWERS AGREEMENT

THIS JOINT POWERS AGREEMENT, and amendments and supplements thereto, (hereinafter "contract") is between the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Anoka-Ramsey Community College (hereinafter "STATE"), which is empowered to enter into joint powers agreements pursuant to Minnesota Statutes, Chapter 471.59, Subd. 10, and City of Coon Rapids, address 11155 Robinson Drive (hereinafter "CONTRACTOR"), which is empowered to enter into joint powers agreements pursuant to Minnesota Statutes, Chapter 471.59, Subd. 10;

WHEREAS, CONTRACTOR represents that it is duly qualified and willing to perform the services set forth herein.

NOW, THEREFORE, it is agreed:

I. CONTRACTOR'S DUTIES. (Attach additional page(s) if necessary which is incorporated by reference and made a part of this agreement.) The CONTRACTOR shall:

See attachment A

STATE'S DUTIES. (Attach additional page(s) if necessary which is incorporated by reference and made a part of this agreement.) STATE shall:

Make payment to contractor in accordance with state statutes

II. CONSIDERATION AND TERMS OF PAYMENT.

Consideration for all services performed by the CONTRACTOR pursuant to this contract shall be paid by the STATE as follows:

See attachment B

Terms of Payment. Payments shall be made by the STATE promptly after the CONTRACTOR'S presentation of invoices for services performed and acceptance of such services by the STATE'S authorized representative pursuant to Clause VI. Invoices shall be submitted according to the following schedule:

Invoices will be submitted Monthly.

III. CONDITIONS OF PAYMENT. All services provided by the CONTRACTOR pursuant to this contract shall be performed to the satisfaction of the STATE, as determined at the sole discretion of its authorized representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. The CONTRACTOR shall not receive payment for work found by the STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.

IV. TERM OF CONTRACT. This contract shall be effective on *July 1, 2016,* **or upon the date that the final required signature is obtained by the STATE, whichever occurs later**, and shall remain in effect for a one-year period until

June 30, 2017, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The CONTRACTOR understands that NO work should begin under this contract until ALL required signatures have been obtained, and the CONTRACTOR is notified to begin work by the STATE'S Authorized Representative.

V. CANCELLATION. This contract may be canceled by the STATE or the CONTRACTOR at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

VI. STATE'S AUTHORIZED REPRESENTATIVE. The STATE'S Authorized Representative for the purposes of administration of this contract is ***Edward Wilberg.*** The CONTRACTOR'S Authorized Representative for the purposes of administration of this contract is ***Deputy Chief, Paul Ireland.*** The STATE'S Authorized Representative shall have final authority for acceptance of the CONTRACTOR'S services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause II, paragraph B.

VII. ASSIGNMENT. The CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of the STATE.

VIII. AMENDMENTS. Any amendments to this contract shall be in writing, and shall be executed by the same parties who executed the original contract, or their successors in office.

IX. LIABILITY. The CONTRACTOR shall indemnify, save, and hold the STATE, its representatives and employees harmless from any and all claims or causes of action, including all attorney's fees incurred by the STATE, arising from the performance of this contract by the CONTRACTOR or CONTRACTOR'S agents or employees. This clause shall not be construed to bar any legal remedies the CONTRACTOR may have for the STATE'S failure to fulfill its obligations pursuant to this contract.

X. STATE AUDITS. The books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this contract shall be subject to examination by the contracting department and the Legislative Auditor.

XI. GOVERNMENT DATA PRACTICES ACT. The CONTRACTOR must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the STATE in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the CONTRACTOR in accordance with this contract. The civil remedies of Minnesota Statutes Section 13.08, apply to the release of the data referred to in this Article by either the CONTRACTOR or the STATE. In the event the CONTRACTOR receives a request to release the data referred to in this Article, the CONTRACTOR must immediately notify the STATE. The STATE will give the CONTRACTOR instructions concerning the release of the data to the requesting party before the data is released.

The CONTRACTOR shall comply with the Minnesota Data Practices Act as it applies to all data provided by the STATE in accordance with this contract and as it applies to all data created, gathered, generated or acquired in accordance with this contract.

XII. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS.

A. The STATE shall own all rights, title and interest in all of the materials conceived or created by the CONTRACTOR, or its employees or subcontractors, either individually or jointly with others and which arise out of the performance of this contract, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form (" MATERIALS").

B. The CONTRACTOR hereby assigns to the STATE all rights, title and interest to the MATERIALS. The CONTRACTOR shall, upon request of the STATE, execute all papers and perform all other acts necessary to assist the

STATE to obtain and register copyrights, patents or other forms of protection provided by law for the MATERIALS. The MATERIALS created under this contract by the CONTRACTOR, its employees or subcontractors, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright Act. All of the MATERIALS, whether in paper, electronic, or other form, shall be remitted to the STATE by the CONTRACTOR, its employees and any subcontractors. The CONTRACTOR, its employees, and any subcontractors shall not copy, reproduce, allow or cause to have the MATERIALS copied, reproduced or used for any purpose other than performance of the CONTRACTOR'S obligations under this contract without the prior written consent of the STATE'S authorized representative.

The CONTRACTOR represents and warrants that MATERIALS produced or used under this contract do not and will not infringe upon any intellectual property rights of another, including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names. The CONTRACTOR will indemnify and defend the STATE at the CONTRACTOR'S expense from any action or claim brought against the STATE to the extent that it is based on a claim that all or part of the MATERIALS infringe upon the intellectual property rights of another. The CONTRACTOR shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to, reasonable attorney fees arising out of this contract, amendments and supplements thereto, which are attributable to such claims or actions.

If such a claim or action arises, or in the CONTRACTOR'S or the STATE'S opinion is likely to arise, the CONTRACTOR shall at the STATE'S discretion either procure for the STATE the right or license to continue using the MATERIALS at issue or replace or modify the allegedly infringing MATERIALS. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

XIII. PUBLICITY. Any publicity given to the program, publications, or services provided resulting from this contract, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the CONTRACTOR or its employees individually or jointly with others, or any subcontractors shall identify the STATE as the sponsoring agency and shall not be released prior to receiving the approval of the STATE=S authorized representative.

XIV. OTHER PROVISIONS. (Attach additional page(s) as necessary):

N.A.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

1. MINNESOTA STATE COLLEGES AND UNIVERSITIES

Anoka-Ramsey Community College
COLLEGE/UNIVERSITY/SYSTEM OFFICE

By (authorized college/university/system office signature)
Title Vice President of Administration
Date

2. VERIFIED AS TO ENCUMBRANCE

By (authorized college/university/system office signature) ***Anoka-Ramsey Community College***
Title
Date

3. CONTRACTOR (Governmental Entity):
Contractor certifies that the appropriate person(s) have executed the contract on behalf of the contractor as required by applicable articles, by-laws, resolutions, or ordinances.

By (authorized signature)
Title Coon Rapids City Manager
Date

By (authorized signature)
Title Coon Rapids Mayor
Date

By (authorized signature)
Title Coon Rapids City Attorney
Date

4. AS TO FORM AND EXECUTION:

By (authorized signature) ***Anoka-Ramsey Community College***
Title
Date

ATTACHMENT B TO THE CONTRACT WITH THE CRPD

I. CONSIDERATION AND TERMS OF PAYMENT

A. Consideration for all services performed and goods or materials supplied by CONTRACTOR shall be reimbursed the CONTRACTOR by the STATE as follows:

1. Payment to be made at the hourly rate of $27.02

2. Security patrols and escort hours of work are Monday through Thursday, 6:30 PM to 10:30 PM, excluding faculty days, holidays and other days as directed by the college representative. Total hours worked will be invoiced based on portal to portal from the Coon Rapids Police Department and the Anoka Ramsey Community College campus in Coon Rapids.

3. Contract is based on 208 days / 936 hours, in accordance with the above information.

4. Contingency for special events is 90 hours.

THE TOTAL ONE YEAR CONTRACT SHALL NOT EXCEED THE AMOUNT OF $27,722.50 Twenty-Seven Thousand Seven Hundred and Twenty-Two dollars and 50/100.

ATTACHMENT A TO CONTRACT WITH CRPD

i. CONTRACTOR'S DUTIES

A. Provide Security Service as indicated below but not limited to:

1. Security Escort Service – walking/driving students, faculty and staff to and from their vehicles on the campus grounds.
2. Provide presence by patrolling parking lots, campus grounds, sidewalks and inside campus buildings.
3. Nightly inspection of outside lighting. Report outages on the security check sheet and let maintenance know.
4. Ticket vehicles that are not appropriately parked.
5. Be aware of other potential problems and report any deficiencies on the security check sheet. Examples may be slippery walks, shrubs and bushes that may be in need of trimming, other safety related issues.
6. Furnish City vehicle for police patrols.
7. Other duties as may be requested or assigned.
8. Keep the Director of Public Safety at ARCC informed of any issues by using the comments section on the security check sheets.