

MNSU-2025-044678

F.Y.	Cost Center	Obj. Code	Amount	Vendor #	P.O. #
25			\$50,000.00		P0-000009580
26			\$50,000.00		P0-000009580
27			\$50,000.00		P0-000009580

**MINNESOTA STATE****STATE OF MINNESOTA****MINNESOTA STATE COLLEGES AND UNIVERSITIES****MINNESOTA STATE UNIVERSITY, MANKATO****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 Minnesota State University, Mankato, 238 Wigley Administration Center, Mankato, MN 56001 (hereinafter "MINNESOTA STATE"), which is empowered to enter into joint powers agreements pursuant to Minnesota Statutes, Chapter 471.59, Subd. 10, and City of Mankato, Mankato Department of Public Safety, 710 South Front Street, Mankato, MN 56001 (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

1. DUTIES & RESPONSIBILITIES

a. CONTRACTOR'S DUTIES. The CONTRACTOR shall:

On an as-needed basis:

- i. Provide uniformed and plain clothes police at MINNESOTA STATE events including, but not limited to, athletic events, concerts, homecoming, move-in-day, speakers, etc.
- ii. Assist MINNESOTA STATE'S personnel with security, crowd and traffic control, and public safety.
- iii. Provide fire fighters and truck to monitor the Homecoming Bonfire and Fireworks.
- iv. CONTRACTOR'S officers providing security at MINNESOTA STATE events will complete Campus Security Authority training as provided by University Security each year.
- v. CONTRACTOR will notify University Security of any crimes that are reported to them while working events on campus.
- vi. Reference PO No. P0-000009580 on invoices.

b. MINNESOTA STATE'S DUTIES. MINNESOTA STATE shall:

- i. Coordinate and provide the Director of Security at MINNESOTA STATE (Sandi Schnorenberg), **via e-mail**, the date and time of event, number of police officers needed, including a brief

description and cost center used for payment. Accounts Payable (cheryl.miller@mnsu.edu) to be copied on e-mail.

- ii. The Department of Security will provide the dates and times of all games and events to Jamie Goodrich, Department of Public Safety.
- iii. Provide parking for public safety vehicles at each event.

2. CONSIDERATION AND TERMS OF PAYMENT.

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

Not to exceed One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) for the term of this Contract; or not to exceed Fifty Thousand and 00/100 Dollars (\$50,000.00) per year.

Calendar Year 2024 - CONTRACTOR will be paid at a rate of Ninety-seven and 74/100 Dollars (\$97.74) per hour per police officer with a minimum of two (2) hours per police officer. Fire Department will be paid at a rate of Eighty-eight and 43/100 Dollars (\$88.43) per hour for off-duty services.

Calendar Year 2025 – To Be Determined.

Calendar Year 2026 – To Be Determined.

Calendar Year 2027 – To Be Determined.

If MINNESOTA STATE cancels less than twenty-four (24) hours before event, a minimum of two (2) hours per police officer will be paid to CONTRACTOR.

- b. Payment shall be made by MINNESOTA STATE promptly after the CONTRACTOR'S presentation of invoices for services performed and acceptance of such services by MINNESOTA STATE'S authorized representative. All services provided by the CONTRACTOR pursuant to this contract shall be performed to the satisfaction of MINNESOTA STATE, as determined at the sole discretion of its authorized representative, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The CONTRACTOR shall not receive payment for work found by MINNESOTA STATE to be unsatisfactory or performed in violation of any applicable federal, state or local law, ordinance, rule or regulation. Invoices shall be presented by CONTRACTOR according to the following schedule:

Upon invoice

- 3. CONDITIONS OF PAYMENT. All services provided by the CONTRACTOR pursuant to this contract shall be performed to the satisfaction of MINNESOTA 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 MINNESOTA STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation
- 4. TERM OF CONTRACT. This contract shall be effective on July 1, 2024, or upon the date that the final required signature is obtained by MINNESOTA STATE, whichever occurs later, and shall remain in effect until December 31, 2027, 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 MINNESOTA STATE'S Authorized Representative.

5. CANCELLATION. This contract may be canceled by MINNESOTA 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.

6. MINNESOTA STATE'S AUTHORIZED REPRESENTATIVE. MINNESOTA STATE'S Authorized Representative for the purposes of administration of this contract is:

Name: Sandi Schnorenberg, Director of Security
 Minnesota State University, Mankato
 Address: 222 Wiecking Center
 Mankato, MN 56001
 Telephone/Fax: (507) 389-2111; 507-389-1596
 E-Mail: sandi.schnorenberg@mnsu.edu

MINNESOTA 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 Paragraph 2.b.

7. The CONTRACTOR'S AUTHORIZED REPRESENTATIVE. CONTRACTOR'S Authorized Representative for the purposes of administration of this contract is:

Name: Jamie Goodrich, Records Clerk
 Mankato Department of Public Safety
 Address: 710 South Front Street
 Mankato, MN 56001
 Telephone: (507) 387-8702
 E-Mail: jgoodrich@mankatomn.gov

8. ASSIGNMENT. The CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of MINNESOTA STATE.
9. 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.
10. LIABILITY. The CONTRACTOR shall indemnify, save, and hold MINNESOTA STATE, its representatives and employees harmless from any and all claims or causes of action, including all attorney's fees incurred by MINNESOTA 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 MINNESOTA STATE'S failure to fulfill its obligations pursuant to this contract.
11. 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.
12. GOVERNMENT DATA PRACTICES ACT. The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The CONTRACTOR and MINNESOTA STATE must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MINNESOTA 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 § 13.08 apply to the release of the data referred to in this clause by either the CONTRACTOR or MINNESOTA STATE.

In the event the CONTRACTOR receives a request to release the data referred to in this clause, the CONTRACTOR must immediately notify MINNESOTA STATE. MINNESOTA STATE will give the CONTRACTOR instructions concerning the release of the data to the requesting party before the data is released.

13. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS.

- a. MINNESOTA 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, created and paid for under 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 (hereinafter MATERIALS).

The CONTRACTOR hereby assigns to MINNESOTA STATE all rights, title and interest to the MATERIALS. The CONTRACTOR shall, upon request of MINNESOTA STATE, execute all papers and perform all other acts necessary to assist MINNESOTA 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 MINNESOTA STATE by the CONTRACTOR, its employees and any subcontractors, and the CONTRACTOR 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 MINNESOTA STATE’S authorized representative.

- b. 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 shall indemnify and defend, to the extent permitted by the Attorney General, MINNESOTA STATE at the CONTRACTOR’S expense from any action or claim brought against MINNESOTA 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 MINNESOTA STATE’S opinion is likely to arise, the CONTRACTOR shall, at MINNESOTA STATE’S discretion, either procure for MINNESOTA 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.

14. 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 MINNESOTA STATE as the sponsoring agency and shall not be released prior to receiving the approval of the MINNESOTA STATE’S authorized representative.

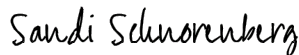
15. OTHER PROVISIONS. N/A.

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

APPROVED:

1. MINNESOTA STATE:

MINNESOTA STATE UNIVERSITY, MANKATO

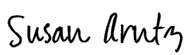
By: Sandi Schnorenberg	
Title:	Director of Security
Date:	8/9/2024 7:47:25 AM CDT

By: Anne Gillespie	
Title:	V.P. of Finance & Facilities
Date:	8/9/2024 7:58:12 AM CDT

2. CONTRACTOR: CITY OF MANKATO, DEPARTMENT OF PUBLIC SAFETY

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: Amy Vokal	
Title:	Director of Public Safety
Date:	8/8/2024 12:10:04 PM CDT

By: Susan Arntz	
Title:	City Manager
Date:	8/8/2024 2:42:43 PM PDT

3. VERIFIED AS TO ENCUMBRANCE, FORM AND EXECUTION:

By: Ranae Hiniker	
Title:	Office Administrator
Date:	8/9/2024 6:01:56 AM PDT

Certificate Of Completion

Envelope Id: F3DBB31BC2384C4B939BB360037F478A

Status: Completed

Subject: Signature request on Contract City of Mankato

Source Envelope:

Document Pages: 5

Signatures: 5

Certificate Pages: 5

Initials: 0

AutoNav: Enabled

Enveloped Stamping: Enabled

Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:

Jaggaer Interface

30 7th St E, Ste 350

Saint Paul, MN 55101

contracts@minnstate.edu

IP Address: 35.170.89.44

Record Tracking

Status: Original

8/8/2024 8:40:23 AM

Holder: Jaggaer Interface

contracts@minnstate.edu

Location: DocuSign

Signer Events

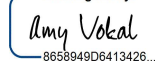
Amy Vokal

avokal@mankatomn.gov

Director of Public Safety

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:


8658949D6413426...

Signature Adoption: Pre-selected Style

Using IP Address: 216.114.198.140

Timestamp

Sent: 8/8/2024 10:36:03 AM

Viewed: 8/8/2024 12:09:36 PM

Signed: 8/8/2024 12:10:04 PM

Electronic Record and Signature Disclosure:

Accepted: 8/8/2024 12:09:36 PM

ID: 69879963-3273-4941-a68d-81e7fd1e282a

Susan Arntz

sarntz@mankatomn.gov

City Manager

City of Mankato

Security Level: Email, Account Authentication
(None)

DocuSigned by:


5223BB9431D6461...

Signature Adoption: Pre-selected Style

Using IP Address: 216.114.198.140

Sent: 8/8/2024 12:10:06 PM

Viewed: 8/8/2024 4:42:35 PM

Signed: 8/8/2024 4:42:43 PM

Electronic Record and Signature Disclosure:

Accepted: 8/8/2024 4:42:35 PM

ID: f8bcea6a-21be-4352-8d10-6d7a84410504

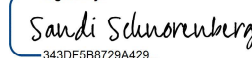
Sandi Schnorenberg

sandi.schnorenberg@mnsu.edu

Director of Security

Security Level: Email, Account Authentication
(None)

Signed by:


343DF5B8729A429...

Signature Adoption: Pre-selected Style

Using IP Address: 134.29.46.32

Sent: 8/8/2024 4:42:45 PM

Viewed: 8/9/2024 7:47:09 AM

Signed: 8/9/2024 7:47:25 AM

Electronic Record and Signature Disclosure:

Accepted: 8/9/2024 7:47:08 AM

ID: a36574f1-a66d-4c1e-9d24-b0fcb6b74bb3

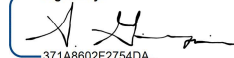
Anne Gillespie

anne.gillespie@mnsu.edu

Vice President for Finance and Facilities

Security Level: Email, Account Authentication
(None)

Signed by:


371A8602F2754DA...

Signature Adoption: Drawn on Device

Using IP Address: 134.29.63.236

Sent: 8/9/2024 7:47:26 AM

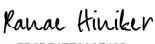
Viewed: 8/9/2024 7:56:29 AM

Signed: 8/9/2024 7:58:12 AM

Electronic Record and Signature Disclosure:

Accepted: 8/9/2024 7:56:29 AM

ID: db77dbcc-a558-4135-8f4b-15015ccdbb66

Signer Events	Signature	Timestamp
Ranae Hiniker Ranae.hiniker@mnsu.edu Office Administrator Security Level: Email, Account Authentication (None)	DocuSigned by:  7D9BF4FE82C7425... Signature Adoption: Pre-selected Style Using IP Address: 216.114.249.241	Sent: 8/9/2024 7:58:14 AM Viewed: 8/9/2024 7:59:56 AM Signed: 8/9/2024 8:01:56 AM

Electronic Record and Signature Disclosure:
Accepted: 8/9/2024 7:59:56 AM
ID: e7f07d40-20b7-440b-a58c-f08559be388a

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/8/2024 10:36:03 AM
Certified Delivered	Security Checked	8/9/2024 7:59:56 AM
Signing Complete	Security Checked	8/9/2024 8:01:56 AM
Completed	Security Checked	8/9/2024 8:01:56 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Minnesota State Colleges and Universities (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Minnesota State Colleges and Universities:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: michael.noble-olson@minnstate.edu

To advise Minnesota State Colleges and Universities of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at michael.noble-olson@minnstate.edu and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Minnesota State Colleges and Universities

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to michael.noble-olson@minnstate.edu and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Minnesota State Colleges and Universities

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to michael.noble-olson@minnstate.edu and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Minnesota State Colleges and Universities as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Minnesota State Colleges and Universities during the course of your relationship with Minnesota State Colleges and Universities.