



State of Minnesota

Joint Powers Agreement

SWIFT Contract Number: 267602

This Agreement is between the State of Minnesota, acting through its Commissioner of Corrections, Office of Special Investigations ("State") and Ramsey County on behalf of the Ramsey County Medical Examiner's Office 300 E. University Avenue, St. Paul, Minnesota 55101 ("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 of a facility in which to conduct inmate autopsies by an independent, contracted, board-certified, Forensic Pathologist and laboratories to provide drug quantification, blood testing, toxicology, and X-rays in the review of all Department of Corrections incarcerated deaths as per Minnesota Statutes, Section 390.11, subd. 1a.

Agreement

1. Term of Agreement

- 1.1 Effective Date: July 1, 2025, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- 1.2 Expiration Date: June 30, 2027, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Agreement between the Parties

The Ramsey County Medical Examiner's Office will provide the use of autopsy room, equipment, preparation of reports and all laboratory services related to the examination for all Minnesota Department of Corrections incarcerated death investigations referred by the State's authorized representative. Ramsey County Medical Examiner's Office may use other outside laboratories for testing purposes.

3. Payment

The Ramsey County Medical Examiner's Office will invoice the Department of Corrections for services provided in each occurrence. The estimated cost for these services provided by the Ramsey County Medical Examiner's Office is \$1,550.00 for each forensic autopsy examination and \$600.00 for each forensic external examination. Payment will be made to Ramsey County per occurrence. The total obligation of the State under this agreement will not exceed \$42,000.00 (forty-two thousand dollars).

The total obligation of the State under this Agreement will not exceed \$42,000.00.

4. Authorized Representatives

The State's Authorized Representative is Mark Koderick, Assistant Director of Investigations, 1450 Energy Park Drive, Suite 200, St. Paul, Minnesota 55108, 651-642-0208, or his/her successor.

The Governmental Unit's Authorized Representative is Shanika Alston, Ramsey County Assistant Attorney, 360 Wabasha St N #100, St Paul, MN 55102, (651) 266-3173, 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: DocuSigned by: Blair Bjerkeset
Signature: Blair Bjerkeset
8CCC78BDC59A473...
Title: Accounting Officer Senior Date: 4/18/2025
267602 3-172512
SWIFT Contract No. _____

2. Governmental Unit

Print Name: DocuSigned by: Shanika Alston
Signature: Shanika Alston
C339A7296E4840A...
Title: Asst. RC Attorney Date: 4/21/2025

Print Name: Signed by: Holly Pratt
Signature: Holly Pratt
5D89B66474D64E0...
Title: Controller Date: 4/21/2025

Print Name: River Valley Forensic Services, PA - Dr. Kelly Mills
DocuSigned by:
Signature: Kelly Mills
F1149269D26547A...
Title: President/CEO Date: 4/21/2025

Print Name: Jason Yang
Signature: _____
Title: Chief Clerk Date: _____

Print Name: Rafael E. Ortega
Signature: _____
Title: Board Chair 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: _____

From: Van Horn, Sherry M (ADM) [sherry.vanhorn@state.mn.us]
To: Bjerkeset, Blair (DOC) [blair.bjerkeset@state.mn.us]
Subject: FW: Ramsey County Retainage Waiver
Sent: Tue 4/15/2025 8:26 AM GMT-07:00
Importance: Normal

Hi Blair. This retainage waiver for 267602 is approved.

Sherry

From: Bjerkeset, Blair (DOC) <blair.bjerkeset@state.mn.us
<mailto:blair.bjerkeset@state.mn.us> >
Sent: Monday, April 14, 2025 3:24 PM
To: PT Contracts (ADM) <pt.contracts@state.mn.us
<mailto:pt.contracts@state.mn.us> >
Subject: Ramsey County Retainage Waiver

Can Someone approve the retainage waiver for Ramsey County? Thanks

Blair Bjerkeset

Accounting Officer Senior, Professional Technical Contracts Unit | Finance
651-539-6301

Blair.bjerkeset@state.mn.us <mailto:Blair.bjerkeset@state.mn.us>

Minnesota Department of Corrections

1450 Energy Park Drive #200

St Paul, MN 55108

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Thank you.



Central Office

1450 Energy Park Drive, Suite 200 | St. Paul, MN 55108
Main: 651.361.7200 | Fax: 651.642.0223 | TTY: 800.627.3529
www.mn.gov/doc

Date: April 8, 2025

To: PT Contracts, Department of Administration

From: John Melvin, Office of Special Investigations (OSI) Director

CC: Blair Bjerkeset, DOC Contracts

RE: Retainage Waiver

The Minnesota Department of Corrections utilizes various contracts for investigative and peace officer standards services. Some of these services are performed as individual point-of-services and we are unsure if these services will be used again during the fiscal year.

Therefore, we are requesting a retainage waiver for the following P/T contract which provides forensic pathology services for Minnesota DOC incarcerated offender death investigations referred to the Ramsey County Medical Examiner's Office:

Ramsey County

Please reply with your approval or denial.

Thank you.

From: Baumgart, Alicia (DOC) [Alicia.Baumgart@state.mn.us]
To: Jaworski, Cherilyn (DOC) [cherilyn.jaworski@state.mn.us]
Subject: RE: Inquiry - Layoff list - regarding Medical Examiner Services Contract
Sent: Fri 4/4/2025 1:55 PM GMT-07:00
Importance: Normal

Good afternoon Cherilyn,

There is not a layoff list for this type of work. Please proceed

Thanks!

Ali Baumgart
HR Consultant | Human Resources

Minnesota Department of Corrections
1450 Energy Park Drive #200
St. Paul, MN 55108

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Thank you.

From: Mack, Elizabeth (DOC) <Elizabeth.Mack@state.mn.us>
Sent: Friday, April 4, 2025 1:27 PM
To: Baumgart, Alicia (DOC) <Alicia.Baumgart@state.mn.us>
Subject: FW: Inquiry - Layoff list - regarding Medical Examiner Services Contract

Ali,
Can you please review and get back to Cherilyn?

Thank you

Liz Mack

HR Director 2 | Human Resources

Minnesota Department of Corrections

1450 Energy Park Drive #200

St. Paul, MN 55108

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From: Jaworski, Cherilyn (DOC) <cherilyn.jaworski@state.mn.us
<mailto:cherilyn.jaworski@state.mn.us> >
Sent: Friday, April 4, 2025 12:40 PM
To: Mack, Elizabeth (DOC) <Elizabeth.Mack@state.mn.us
<mailto:Elizabeth.Mack@state.mn.us> >
Subject: Inquiry - Layoff list - regarding Medical Examiner Services Contract

Hi Liz,

Is there any DOC employee on a seniority layoff list to consider to perform the Medical Examiner services in Ramsey County?

We need an independent, contracted board-certified, Forensic Pathologist and laboratories to provide drug quantification, blood testing, toxicology, and x-rays in the review of all Department of Corrections incarcerated deaths as is required per Minnesota Statutes, Section 390.11, subd. 1a.

Thanks & have a great day,

Cherilyn

Cherilyn Jaworski

State Prog Admin Tech Specialist | Office of Special Investigations

Minnesota Department of Corrections

1450 Energy Park Drive, Suite 200

St. Paul, MN, 55108

O: 651-361-7598

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Thank you.



16A.15-16C.05 Reporting Form

(Based on Minnesota Statutes Sections 16A.15 and 16C.05)

Department of Corrections Division of Office of Special Investigations

SWIFT Contract # 267602 Vendor Name Ramsey County Medical Examiner's Office

Select ONE (1) of the following:

- ☒ Professional/Technical Contract – Submit Two (2) Fully Executed Paper Copies with the contract to OSP
- ☐ Professional/Technical Delegated – Submit an Executed Electronic Copy to Procurement.User@state.mn.us
- ☐ Professional/Technical Annual Plans – Submit an Executed Electronic Copy to Procurement.User@state.mn.us
- ☐ Acquisitions (Goods and General Services) – Submit an Executed Electronic Copy to Procurement.User@state.mn.us
- ☐ Grants – Submit an Executed Electronic Copy to Procurement.User@state.mn.us

I. NO OBLIGATION INCURRED PRIOR TO ENCUMBRANCE OR CONTRACT EXECUTION (Minn. Stat. §§ 16A.15, subd. 3 and 16C.05, subd. 2)*

I certify that work has not started as of 07/01/25 and **will not begin until this contract is fully executed.**

Person Responsible: Mark Koderick Date: 04/09/25

II. OBLIGATION INCURRED PRIOR TO ENCUMBRANCE (Minn. Stat. § 16A.15, subd. 3)*

Total Contract or Amendment Amount \$ _____ Obligation Date: _____(when work started)

Nature of Contract/Scope of Work:

Reason why obligation was incurred before contract was encumbered:

What corrective action will be taken to prevent the problem from happening in the future?

(1) Person Responsible (Printed Name and Signature) Date: _____

(3) Agency Head or Formal Delegate Date: _____

(2) Agency Accounting Director Date: _____



III. OBLIGATION INCURRED PRIOR TO CONTRACT EXECUTION (Minn. Stat. § 16C.05, subd. 2)*

Work on this contract started as of _____

Nature of Contract/Scope of Work:

Reason why contract was not fully executed prior to begin date:

What corrective action will be taken to prevent the problem from happening in the future?

(1) Person Responsible (Printed Name and Signature)

Date: _____

(2) Agency Head or Formal Delegate

Date: _____



16A.15-16C Memo, page 2

Minnesota Statutes Section 16A.15, subdivision 3 (emphasis added)

Allotment and encumbrance

(a) A payment may not be made without prior obligation. An obligation may not be incurred against any fund, allotment, or appropriation unless the commissioner [of finance] has certified a sufficient unencumbered balance or the accounting system shows sufficient allotment or encumbrance balance in the fund, allotment, or appropriation to meet it. . . . An expenditure or obligation authorized or incurred in violation of this chapter is invalid and ineligible for payment until made valid. A payment made in violation of this chapter is illegal. An employee authorizing or making the payment, or taking part in it, and a person receiving any part of the payment, are jointly and severally liable to the state for the amount paid or received. If an employee knowingly incurs an obligation or authorizes or makes an expenditure in violation of this chapter or takes part in the violation, the violation is just cause for the employee's removal by the appointing authority or by the governor if an appointing authority other than the governor fails to do so. A claim presented against an appropriation without prior allotment or encumbrance may be made valid on investment, review, and approval by the commissioner [of finance], if the services, materials, or supplies to be paid for were actually furnished in good faith without collusion and without intent to defraud.

Minnesota Statutes Section 16C.05, subdivision 2 (emphasis added)

Creation and validity of contracts

(a) **A contract is not valid and the state is not bound by it and no agency, without the prior written approval of the commissioner granted pursuant to subdivision 2a, may authorize work to begin on it unless:**

- (1) it has first been executed by the head of the agency or a delegate who is a party to the contract;
- (2) it has been approved by the commissioner [of administration]; and
- (3) the accounting system shows an encumbrance for the amount of the contract liability.

(b) the combined contract and amendments must not exceed five years, unless otherwise provided by law. The term of the original contract must not exceed two years unless the commissioner determines that a longer duration is in the best interest of the state.

STATE OF MINNESOTA
ENCUMBRANCE WORKSHEET

State Accounting Information:
SWIFT Contract No. 267602 PO No.: 3-172512
Requestor: Cherilyn Jaworski

Agency: P78 Corrections	Fiscal Year(s): 2026 & 2027	Vendor Number: 0000196508
Total Amount of Contract: \$42,000.00		
Category Code: 85121804		
Account Code: 411325		

Accounting Distribution 1: FY26	Accounting Distribution 2: For Increases	Accounting Distribution 3:
Fund: 1000	Fund:	Fund:
AppropID: P784310	AppropID:	AppropID:
Fin DeptID: P7834303	Fin DeptID:	Fin DeptID:
Project (3000 fund only):	Project (3000 fund only):	Project (3000 fund only):
Amount: \$12,600.00	Amount: \$29,400.00	Amount:

Contract Start Date: July 1, 2025

Expiration Date: June 30, 2027

Contractor Name and Address: Ramsey County Medical Examiner’s Office
300 East University Avenue
St. Paul, MN 55101