

Agreement # \_\_\_\_\_

**Between the City of Saint Paul and the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Inver Hills Community College**

THIS AGREEMENT, made and entered into this 9th day of July, 2012, by and between the City of Saint Paul, Minnesota, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as “City” and the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Inver Hills Community College whose address is 2500 East 80<sup>th</sup> Street, Inver Grove Heights, Minnesota, 55076, hereinafter called “Provider” pursuant to Minnesota Statute §471.64.

The City and Provider, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, agree as follows:

**SECTION 1: Provider’s Duties.** The City does hereby retain the Provider to furnish two ambulances to the City as outlined below. The specific tasks, deliverables, time lines, etc. are as follows:

1. Provider will rent two ambulances (one ambulance and one spare ambulance) to the Saint Paul Fire Department. The Vehicle Identification Numbers of the ambulances are:

<u>IHCC Asset</u>	<u>Vehicle Identification Number</u>
1591790	1FDSS34P27DA56256
1591792	1FDSS34P66DB20491

2. The parties agree that the City may inspect the ambulances to assure the “street worthiness” of the vehicles, which might include temporary installation of “Opticom” traffic control devices and/or new batteries.
3. If any repairs are needed to the ambulance(s) during the term of this Agreement that are not due to the negligence or misconduct of the St. Paul Fire Department, the City of their employees, the City shall promptly contact the Provider and the parties will either make mutually agreeable arrangements for the repairs to be made, at a repair shop chosen by Provider and at Provider’s sole expense, or for the City to promptly return the ambulance to the Provider.
4. The public purpose of the ambulance rental is to provide basic life support training, academic enrichment, and career development for low income youth involved with the EMS Academy.

**SECTION 2: Time for Completion.** The rental contemplated and described in Section 1 above shall commence on July 9, 2012 and will be conducted in accordance with the schedule

mutually agreed upon and in any event shall be completed no later than June 30, 2013. Provider shall not proceed with any task without specific authorization from the City.

**SECTION 3: City's Compensation to Provider.** That for Provider's rental of ambulances as described in Section 1 of this Agreement, the City hereby agrees to compensate the Provider as follows:

The City shall pay the Provider the sum of Ten Dollars (\$10.00) at the time this Agreement is executed. The City further agrees to return all the rented ambulances to the Provider fully refueled.

**SECTION 4: Insurance**

A. Provider shall be required to carry insurance (or comparable coverage under a program of self-insurance) of the kind and in the amounts shown below during the term of this Agreement. The Provider shall provide a certificate of insurance to the City prior to the City's taking possession of any of the Provider's ambulances.

1. Automobile Liability Insurance \$500,000 per person and \$1,500,000 per occurrence for Bodily Injury and Property Damage in conformance with the Minnesota Tort Claims limits set forth in Minn. Stat. §3.736.

2. The City shall be required to carry insurance (or comparable coverage under a program of self-insurance) of the kind and in the amounts shown below during the term of this Agreement. The City shall provide a certificate of insurance to the Provider prior to the City's taking possession of any of the Provider's ambulances.

3. Workers Compensation Insurance

The City is self-insured for statutory workers compensation coverage as allowed by law.

4. Automobile Liability Insurance

a. Limits of Liability:

\$500,000 per person and \$1,500,000 per occurrence for Bodily Injury and Property Damage in conformance with the Tort Claims limits set forth in Minn. Stat., Chapter 466.

5. Additional Insurance Conditions applicable to Provider's and the City's insurance:

-If a party to the Agreement is self-insured, a Certification of Self-Insurance must be provided to the certificate holder.

-Policies of insurance must be obtained from Insurance Companies having an "AM Best" rating of A- (minus), Financial Size Category of VII or better and authorized to do business in the State of Minnesota, and/or through a program of self-insurance.

-If a cancellation notice is received by either party from an insurance company affording coverage herein, the party receiving the cancellation notice agrees to notify the other party within five (5) business days with a copy of the cancellation notice, unless their policy contains a

provision that coverage afforded under the policy will not be cancelled without at least thirty (30) days advance written notice to the other party.

-Satisfaction of policy and endorsement requirements for Auto Liability insurance can be met with an umbrella or excess policy.

-Insurance must remain in place for the duration of the original Agreement and any extension periods.

-Each party shall provide to the other party prior to commencement of work a certificate of insurance or self-insurance evidencing the required coverage.

**SECTION 5: Property Damage.** The City will be responsible for any and all damage(s) to the ambulances while in the City's possession and/or control if such damage was caused by City's negligence. For purposes of this Section, damage does not include any repairs as discussed in Section 1 paragraph 3 of this Agreement. The City shall immediately notify the Provider if any of the ambulances sustains any damage. The Provider may elect to: (a) have the City repair all damage(s) to the ambulance(s) at the City's sole expense and to the Provider's satisfaction; or (b) immediately retake possession and control of the ambulance(s) and have all damage repaired at a reasonable cost, and bill the City for the cost of such repairs and replacement parts. City agrees that it will reimburse the Provider for the full cost of such repairs and replacement parts within thirty (30) days of the City's receipt of an invoice from the Provider.

**SECTION 6: Independent Contractor.** It is agreed by the parties that, at all times and for all purposes within the scope of this Agreement, the relationship of the Provider to the City is that of independent contractor and not that of employee. No statement contained in this Agreement shall be construed so as to find Provider an employee of the City, and Provider shall be entitled to none of the rights, privileges, or benefits of Saint Paul employees.

**SECTION 7: Compliance with Applicable Law.** Provider agrees to comply with all federal, state, and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they related to the Provider's performance of the provisions of this Agreement. It shall be the obligation of the Provider to apply for, pay for, and obtain all permits and/or licenses required.

**SECTION 8: Termination.** Either party to this Agreement may terminate it by giving no less than thirty (30) days written notice of the intent to terminate to the other party. In the event of termination prior June 30, 2013, the City shall promptly return the ambulance(s) to the Provider, in good condition and fully refueled.

**SECTION 9: Amendment or Changes to Agreement.** City or Provider may request changes that would increase, decrease, or otherwise modify the Provider's duties. Such changes and method of compensation must be authorized in writing in advance by the parties. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when reduced to writing and duly signed by the parties.

**SECTION 10: Entire Agreement.** It is understood and agreed that the entire Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matters hereof.

**SECTION 11: Governing Law.** The agreement shall be interpreted and construed according to the laws of the State of Minnesota. The Provider's liability under this Agreement shall be governed by the Minnesota Tort Claims Act, Minnesota Statutes Section 3.732 *et seq.* and other applicable law.

**SECTION 12: Data Practices Act.** The parties agree to comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data related to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and year first above written.

**For the City:**

\_\_\_\_\_  
Director, Office of Financial Services

\_\_\_\_\_  
Mayor

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Fire Department

Funding: \_\_\_\_\_  
Activity #

**For the Provider:**

By \_\_\_\_\_

Its \_\_\_\_\_

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

Taxpayer ID: \_\_\_\_\_