

Joint Powers Agreement # _____
Between the City of Saint Paul and
Regents of the University of Minnesota

THIS JOINT POWERS AGREEMENT, is made and entered into effective as of July 1, 2013 by and between Regents of the University of Minnesota (hereinafter called the "**University**"), a Minnesota constitutional corporation, c/o Real Estate Office, 424 Donhowe Building, 319-15th Avenue SE, Minneapolis, Minnesota, 55455 and the City of Saint Paul (hereinafter called the "**City**"), a Minnesota municipal corporation, whose principal office is located at 15 West Kellogg Boulevard, Saint Paul, Minnesota 55102 pursuant to Minnesota Statute 471.59.

WHEREAS, the University intends to continue to engage the City's Saint Paul Fire Department (the "**Fire Department**") to provide Fire, Emergency Ambulance and Paramedic Services, and the Hazardous Materials Response Team Services to all University property located inside the limits of the City of Saint Paul and to certain properties located outside the limits of the City of Saint Paul, specifically the portion of the University's Saint Paul Campus located in Falcon Heights, depicted in Attachment A as "St. Paul Fire Service Agreement Property"; and

WHEREAS, the Fire Department is willing and able to continue to provide the year round services and equipment desired by the University;

WHEREAS, the parties agree that certain Agreement dated June 12, 1990 related to fire services provided by the City to University property shall terminate as of the effective date of this Agreement;

NOW, THEREFORE, subject to the terms and conditions set forth below, the University and the City hereby agree as follows:

SECTION 1. Definitions.

1. **Emergency** shall mean fires, medical, drowning(s), building damages, cave-ins, accidents, explosions, or other types of incidents which a fire department would respond to for the protection of life, health, and property. This term shall be interpreted broadly to effect the purpose of this Agreement.

2. **Fire Chief** shall mean the Chief of the Saint Paul Fire Department.

3. **University Property** shall mean the property located within the following geographic boundaries within Ramsey County, Minnesota:

See Attachment A – Area identified as "St. Paul Fire Service Agreement Property" and additional property owned by the University located within the City boundaries

SECTION 2. Scope of Services From City.

A. Services.

The Fire Department shall provide the following services to the University Property pursuant to the terms and conditions set forth herein:

1. Fire, Emergency Ambulance, and Paramedic Services (ALS) from Saint Paul Fire Stations as needed in the performance of the services described herein. Mutual aid services as deemed necessary by situation.

2. Services of the Saint Paul Hazardous Materials Response Team.

B. Equipment.

The Fire Department shall provide all personnel and equipment that they have available in the City of Saint Paul that may be required to perform the above services.

C. Reports.

The City of Saint Paul Fire Department shall provide the University a quarterly report of 911 responses to the University Property. The report will include numbers and purpose of calls, building/property involved, and result of call/response.

* If specific patient care reports are requested by the University for risk management or insurance purposes, it will be the responsibility of the patient to obtain said report from the city and distribute as they feel is appropriate. The University will not receive patient care reports directly from the fire department.

D. Chain of Command.

The Chain of Command for purposes of making emergency decisions in incidents relating to fire, emergency ambulance and paramedic, and hazardous materials services provided by the City pursuant to this Agreement shall be as follows when City staff is on the University Property providing such services.

- 1) The Saint Paul Fire Department will implement the Incident Command System (ICS) as per department procedures.
- 2) Saint Paul Fire will respond with an Incident Commander who holds the title of either:
 - a) District Chief
 - b) Deputy Chief
 - c) Assistant Chief of Operations
- 3) The Incident Commander may develop a Unified Incident Command (UIC) as per the National Incident Management System (NIMS) depending upon the scope of the incident.
 - a) Personnel working inside the UIC may include (but not be limited to) University Police, University Emergency

Management, University Facilities Management, and the University Department of Environmental Health & Safety.

- b) Upon request, the University will designate members of their staff (Police, Emergency Management, Facilities Management, and/or Environmental Health & Safety) to the UIC to work with Saint Paul Fire either as part of the UIC or working with a Saint Paul Fire Department (SPFD) Liaison Officer.
 - c) The University Facilities Management liaison designated by the University (working with SPFD Liaison Officer) should have intimate knowledge of the building and/or product involved in the incident. (See below)
 - d) Members of the University Police Department may be directed to work under the SPFD Operations Section Chief.
- 4) Patients will be transported to Regions Hospital (Health Partners) where medical direction will be provided by the Emergency Room Medical Director or to the hospital of their choice.

SECTION 3. Obligations of University.

A. Information.

The University will provide the following information upon written request of the City (or, in the case of an emergency, as promptly as reasonably possible after any request):

1. A copy of the most recent comprehensive emergency plan with resources and a map of the University Property and building addresses.
2. Information in the University's possession relating to emergency and non-emergency radio and telephone capability (frequencies/numbers) between the City and the University;
3. To the extent not provided under 3.A.1. above, emergency response plans by facility, pre-fire plan, and other information as may be needed after request from the City;
4. Training level of the University support personnel (i.e. first responders).

All information provided to the City pursuant to this Section shall remain the property of the University and shall be held by the City in confidence and not disclosed to any person without the prior written consent of the University. Written information will be returned to the University and information provided electronically shall be destroyed promptly upon the expiration or earlier termination of this Agreement.

B. Request For Services.

The University 911 Center, a Public Safety Answering Point (Dispatch Center), upon receiving a call, will be responsible for providing the following information, as available, at the time of the request to the City for services and shall be directed to the Ramsey County Emergency Communication Center (RCECC).

1. A description of the incident, including what happened, the time, the type of materials involved, if any, the geographic area, and any other detail which may be helpful.
2. A description of the most favorable response route to minimize the response time.
3. The request from the University Dispatch Center for services will follow the emergency notification process listed below:
 - a. Individual emergency cell phone calls (9-1-1) will be routed to the nearest Public Safety Answering Point (PSAP) depending on which cell phone tower receives the call. If the emergency call is routed to the University Dispatch Center, they will contact the RCECC directly via a land line.
 - b. The University Saint Paul Campus also has seven (7) blue "Emergency Phones" located throughout their campus. If an individual picks up one of these phones, a call is automatically sent to the University Dispatch Center. The dispatcher will contact RCECC via land line if the call is specific to the University Property and the nature of the call warrants a response for fire, emergency ambulance and paramedic services and/or hazardous materials response team services.
 - c. Fire Alarms are reported to the University Dispatch Center. The University Dispatch Center will notify RCECC via land line. Civilians using cell phones to report a fire alarm are routed to the nearest PSAP as referenced above.
 - d. No emergency calls are "transferred" directly to the RCECC. Information is received from the caller and then the dispatcher notifies RCECC via land line.

C. Incident Risk Management.

At the request of the Incident Commander, the University may provide, at its option and at its own expense, one or more of the following:

- 1) Crowd Control
- 2) Evacuation of the site and surrounding area, as necessary
- 3) Site Security (during and post-incident)
- 4) Heavy equipment
- 5) Diking material (as required by scope of incident)
- 6) Hazardous Materials recovery by private contractor, if necessary

SECTION 4. Term.

A. Term.

This Agreement shall commence July 1, 2013 and shall remain in full force for a period of three (3) years from that date, expiring June 30, 2016, unless terminated earlier by the parties as allowed by the terms of this Agreement.

B. Renewal.

After expiration of the term, the Agreement shall continue on a year-to-year basis, July 1 to June 30, unless either party provides written notice to the other no later than one year prior to the expiration of the term.

SECTION 5. Contacts/Authorized Agents for Services Provided.

The University contact person/liaison officer and authorized agent for emergency services to be provided pursuant to this Agreement is:

University of Minnesota
Department of Public Safety
511 Washington Avenue SE
Minneapolis, MN 55455
Attn: Assistant Vice President of Public Safety Greg Hestness
Phone: 612-624-2677

SECTION 6. Compensation and Billing.

A. Compensation.

1. For performance under this Agreement, the University agrees, in lieu of taxes, to compensate the City at the rate of \$83,950.04 for fire, emergency ambulance and paramedic services and hazardous materials response team services (as described in this Agreement) for the year running from July 1, 2013 through June 30, 2014. The amount each subsequent year will increase by 2.25%.

| | |
|--|-------------|
| For July 1, 2014 through June 30, 2015 | \$85,838.92 |
| For July 1, 2015 through June 30, 2016 | \$87,770.30 |

2. The City may request additional administrative cost compensation based on an itemized invoice for actual costs incurred when extraordinary circumstances result from a specific University authorized hazardous emergency response and such costs are authorized by the University in writing in advance.

3. The City shall be responsible for and pay, when due, all taxes, including but not limited to, withholding insurance amounts and other taxes on City employees' income.

4. City shall accept no income, payment, or compensation of any kind from any third party in connection with or related in any way to the provision of the subject third party goods or services to the University.

5. City agrees to be responsible for all costs incurred in the operation and

maintenance of all equipment, including any loss, damage or cleanup except for costs specifically agreed to be paid by the University, as set forth in this Section 6.

B. Billing.

The City shall submit annually an itemized invoice for services rendered to the University's Facilities Management liaison per Section 2.D.3.c, documenting all labor and/or any other miscellaneous expenses as previously approved by the University during the year (July 1 – June 30) just ended, on or about October 1 of each year. Upon review and verification of the charges, the University will pay City within 45 days of receipt.

SECTION 7. Independent Contractor.

City shall be acting as an independent contractor to University, and nothing in this Agreement shall be deemed to create a relationship of employer-employee, common law employee, principal-agent, partner, or joint venture between City and University. Neither party has any authority to bind the other to any contract or agreement without the other's written permission. City shall operate independently, consistent with University's business, and agrees to be responsible for all of its own federal, state, and local taxes, withholding, social security, insurance, and other employee benefits. Upon request, City shall provide University with satisfactory proof of independent contractor status, including, without limitation, applicable business licenses.

SECTION 8. Indemnification.

City hereby agrees to indemnify, defend, and hold the University, its staff, officers, directors, agents, and employees harmless from and against any and all suits, actions, claims, demands and causes of action of any nature whatsoever brought because of injury to, disease, sickness, death or damage received or sustained by any person, persons or property due to the negligent acts, errors, omissions or operations of City, its staff, agents and employees; in consequence of or on account of any negligent act in safeguarding their work; through use of unacceptable materials in performing the work; because of any negligent act or misconduct of City; because of any claims arising or amount recovered from infringement of patent, trademark, or copyright; because of any claim arising from or amount recovered under the Workers Compensation Act or under any other law, ordinance or degree, and against any and all claims, damages, losses and expenses, including, but not limited to, attorney's fees and disbursements, arising out of or resulting from any claim, action or other proceeding (including without limitation, any proceeding by City's employees, agents or contractors) that is based upon:

- a) City's breach of this Agreement,
- b) The conduct or actions of City within the scope of this Agreement,
- or c) Any negligent act, omission or willful misconduct by City.

City shall assume full responsibility for all damage to property of any nature resulting from any negligent act, omission or misconduct in the execution of its work. To the extent of City's liability, and at its own expense, City shall restore damaged property to a condition similar or equal to that existing before the damage was done. City shall repair, rebuild or replace the damage as directed, or it shall otherwise make good on the damage in a manner acceptable to the University.

SECTION 9. Insurance.

City is a municipal subdivision under the statutes of the State of Minnesota, and represents and warrants that it is authorized as self-insured for purposes of all property damage and general liability claims. City further represents that it has in full force and effect applicable health insurance, including worker's compensation or disability insurance for City and its employees performing work under this Agreement. Liability limitations and exceptions apply to City pursuant to Minn. Stat. Chapter 466 and laws related thereto. The City shall provide to the University a copy of its certificate or letter evidencing self-insurance as described herein, including auto liability. The University's liability under this Agreement is governed by the Minnesota Tort Claims Act, Minn. Stat. § 3.736, and other applicable law.

SECTION 10. City's Warranties and Covenants.

City hereby represents, warrants, and covenants as follows:

1. City is financially solvent; able to pay its debts and is possessed of sufficient working capital to provide the services/equipment in accordance with this Agreement.
2. City warrants that it has complied with all applicable registration and licensing requirements to enable City to act as an independent contractor under the terms of this Agreement.
3. City has the experience and skills necessary to perform and provide the services and equipment required pursuant to this Agreement. All services provided by the City shall be performed:
 - a) in a professional manner, with a high grade, nature, and quality commensurate with that which is customary in the industry;
 - b) in compliance with all applicable federal, state, and local laws, rules, regulations and ordinances, including, without limitation, the laws, rules and regulations of the Occupational Safety and Health Act (OSHA) and the University, while City is on University Property.

SECTION 11. Termination of Agreement.

In the event the parties agree in writing to terminate this agreement, then, within thirty (30) days of the effective date of termination, the City shall invoice the University for the pro-rated portion of the total work already completed of the total up to the time of termination.

SECTION 12. Data Practices.

City and University agree to abide strictly by Chapter 13, Minnesota Government Data Practice Act. All of the data created, collected, received, stored, used, maintained, or disseminated by the City in performing functions under this Agreement is subject to the requirements of the Minnesota Government Data Practices Act and any service provider must comply with those requirements as if it were a governmental entity. The remedies in the Minnesota Statutes apply to the University and the City. If any provision of this Agreement is

in conflict with the Minnesota Government Data Practices Act or other Minnesota state laws, state law shall control.

SECTION 13. Unemployment Insurance and Taxes.

City shall pay all applicable local, state, and federal withholding taxes and insurance amounts when due, and shall comply with all applicable minimum wage requirements with respect to City and City's employees. City shall accept full and exclusive liability for the payment of any and all taxes and contributions for unemployment insurance, retirement benefits, pensions and annuities which may now or hereafter be imposed by the United States or any state thereof, whether measured by the wages, salaries or remuneration paid to persons employed by City or otherwise, for the work required to be performed hereunder.

SECTION 14. Signs.

City shall not place signs of any description on or about the University Property, except with the written permission of the University.

SECTION 15. Legal Responsibilities to the Public.

City shall, while on the University Property or performing any of the services hereunder, comply with all applicable local, state and federal safety laws and regulations, including, without limitation, laws and regulations under the Occupational Safety and Health Act. City shall protect and indemnify the University and its representatives against all claims and liabilities arising from violations committed by City or City's employees. If City should discover any provision in this Agreement that is contrary to or inconsistent with any law, ordinance, regulation, order or decree, City shall immediately report same to the University in writing.

SECTION 16. Access to Financial Records.

The University may request statements of account regarding income or expenses generated pursuant to this Agreement.

SECTION 17. Assignment or Transfer of Duties.

City acknowledges that the services to be rendered by it are unique and personal. Accordingly, City may not assign any of its rights, including the right to receive payments, or delegate any of City's duties or obligations under this Agreement without the prior written consent of the University.

SECTION 18. University Policies.

The University regulates the possession and carrying of weapons on the University Property. City agrees to follow the University's policy related to the possession and carrying of weapons and all other applicable University policies in City's use of University Property.

The University reserves the right to search and inspect property and contractors and/or subcontractors while on the University Property, while operating machinery, equipment, or vehicles for work-related purposes or while engaged in University business off premises.

City employees, contractors and/or subcontractors agree to be bound by these terms and are solely responsible and liable to the University for the acts and omissions of contractors employees, subcontractors and their agents and employees, and other persons performing portions of work directly or indirectly under an Agreement with contractor.

SECTION 19. Amendments.

All alterations, amendments, deletions or waivers of the terms of this Agreement shall be valid and enforceable only when they have been agreed upon by both parties and executed by both parties in writing.

SECTION 20. Entire Agreement.

There are no other rights, privileges or conditions, expressed or implied, which are not contained or referenced in this Agreement, and this Agreement shall not be construed as a relinquishment by the University of any of its powers or controls over the University as vested in it by the Minnesota Constitution.

SECTION 21. Notices.

Unless otherwise specified in this agreement, all notices or other written communications required under this Agreement shall be given personally upon delivery, by next-business-day delivery via a nationally recognized overnight carrier or by delivery via certified mail, return receipt requested, upon deposit in a U.S. mail receptacle, postage prepaid addressed as follows:

To City:

Saint Paul Fire Department
Attn: John Swanson
645 Randolph Avenue
Saint Paul, MN 55102

To University of Minnesota:

University of Minnesota – Real Estate Office
424 Donhowe Building
319-15th Avenue Southeast
Minneapolis, MN 55455

With a copy to:

University of Minnesota
Office of the General Counsel
Attn: Transactional Law Services Group
360 McNamara Alumni Center
200 Oak Street SE
Minneapolis, MN 55455-2006

IN WITNESS WHEREOF, the respective parties have executed this Agreement, in duplicate, intending to be bound hereby effective the date and year first indicated above.

Regents of the University of Minnesota:
Federal Tax ID #

By: _____



For the City:
Federal Tax ID # 41-6005521

Approved as to Form:

Assistant City Attorney

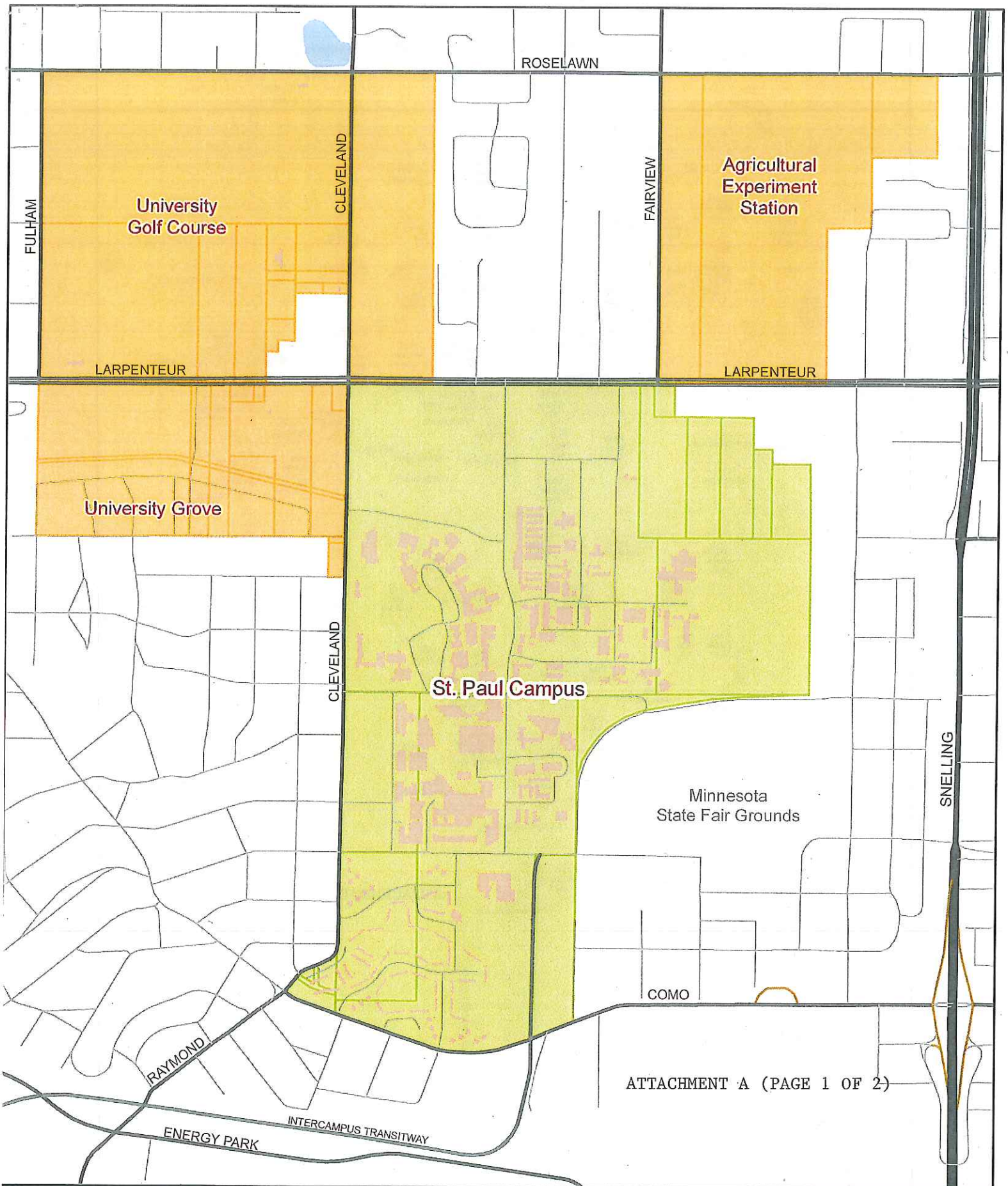
Executed:

Director of Financial Services

Mayor or Designee

Fire Chief

Human Rights Director



ATTACHMENT A (PAGE 1 OF 2)

