

FACILITIES USE AGREEMENT

THIS FACILITIES USE AGREEMENT (“Agreement”) is between the City of Saint Paul, a Minnesota municipal corporation (“City”) by and through its **Saint Paul Police Department** and **Team Rubicon**, a veteran-based disaster response nonprofit corporation hereinafter referred to as Team Rubicon.

1. **FACILITIES.** For purposes of this Agreement "Facilities" means:

Parking space at the St. Paul Police Department’s Citywide Services building located at 1820 Edgumbe Road

2. **GRANT OF LICENSE.** City grants to Team Rubicon a non-exclusive license to use and occupy the Facilities solely for the following purpose(s):

Storage of an equipment trailer

The parties agree that this Agreement does not create a landlord-tenant relationship between them. City is permitting Team Rubicon to use the Facilities according to the terms of this Agreement.

3. **TERM AND TIME OF USE.** The term of this Agreement is for a 1 (one) year period, beginning 2/9/18, subject to termination under this Agreement.

4. **FEE AND PAYMENT.** Team Rubicon is hereby allowed to use storage space without fee as described in this Agreement for the purposes of improving disaster response readiness in the City of Saint Paul.

5. **NOTICE AND CONTRACT ADMINISTRATION.** All notices, requests, and other communications between Team Rubicon and City that are required or that Team Rubicon or City elect to deliver shall be deemed sufficiently given or rendered if in writing and delivered to either party personally, by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, (return receipt required) addressed as follows:

Assistant Chief of Police
Saint Paul Police Department
City of Saint Paul
367 Grove Street
Saint Paul, MN 55101

Team Rubicon
David Korus
State Administrator

6. **INSURANCE.** Team Rubicon shall maintain a general liability insurance policy consisting of a single incident coverage of no less than \$1,500,000 per occurrence. Team Rubicon shall name the City of Saint Paul as an additional insured on all required liability policies. Team Rubicon shall provide a certificate of insurance to the City of Saint Paul prior to the

Commencement Date. The City reserves the right to review Team Rubicon's insurance policies at any time to verify that City requirements have been met.

7. **LIABILITY.** Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by the law, and shall not be responsible for the acts of the other party and the results thereof. City's liability is governed by the provisions of Minnesota Statutes chapter 466, and City's obligations under this paragraph shall not be construed to negate or abridge or otherwise waive with respect to City the liability limits of Minnesota Statutes chapter 466.
8. **INDEMNITY.** Team Rubicon covenants and agrees to indemnify the City of Saint Paul and hold the City of Saint Paul harmless from any claim, demand, action, proceeding, suit, liability, loss, judgment, expense (including attorneys' fees) and damages of any kind or nature (including subrogation claims by Team Rubicon's insurance carrier(s)), whatsoever arising out of, by reason of, or resulting from, Team Rubicon's use of the facilities or failure to perform or observe any of the terms and conditions of the this Agreement.
9. **LIMITATION AND RELEASE.** Any property of Team Rubicon kept or stored in the Facilities shall be kept or stored at the sole risk of Team Rubicon. The City of Saint Paul shall have no responsibility to prevent, and shall not be liable to Team Rubicon for and shall be indemnified by Team Rubicon against, liability or loss to Team Rubicon, its agents, contractors, customers, employees, invitees, licensees, servants and visitors arising out of losses due to theft, burglary or damage or injury to persons or property caused by persons gaining access to the Building or the Premises, and Team Rubicon hereby releases the City of Saint Paul from all liability relating thereto, regardless of whether such losses are caused in whole or in part by the negligence of the City of Saint Paul or its officers, agents, or employees. It is the express intent of the City of Saint Paul and Team Rubicon that the City of Saint Paul be released and indemnified from the consequences of the City's own negligence for claims.
10. **DATA PRACTICES.** The parties agree to comply with the terms of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, and all other applicable state and federal laws, rules, and regulations in handling data related to this Agreement and all data collected, created, received, maintained or disseminated for any purpose in the course of the party's performance of this Agreement.
11. **AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE.** Team Rubicon agrees that in the use of the Facilities, it is responsible for its compliance with the Americans with Disabilities Act, 42 U.S.C. section 12101, et seq., and any regulations promulgated pursuant to the Act. CITY is not responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.
12. **RULES AND REGULATIONS.** Team Rubicon agrees to observe City's rules and policies relating to security and access to or use of all or part of the Facilities.

Team Rubicon agrees to comply with all ordinances, laws, rules and regulations enacted by

any governmental body or agency relating to the control, abatement or emission of air and water contaminants and the disposal of refuse, solid wastes or liquid wastes.

Team Rubicon shall bear all costs and expenses arising from its compliance with said ordinances, laws, rules, or regulations and shall indemnify, defend, save and hold harmless City from all liability, including fines, forfeitures and penalties arising from the failure by Team Rubicon to comply with such ordinances, laws, rules or regulations.

13. IMPROVEMENTS.

NONE. Team Rubicon has inspected the Facilities and accepts Facilities in its "as is" condition. The City has made no express or implied warranties as to the condition or permitted use of the Facilities.

Team Rubicon may not alter, improve or add to the Facilities without the prior written consent of the City.

Team Rubicon may not do anything that will cause the Facilities to be encumbered in any way. If Team Rubicon causes adverse action to be filed against the Facilities, Team Rubicon will within twenty (30) days after receipt of demand from the City, pay the required amount to discharge action. Team Rubicon will provide to the City a copy of any release Team Rubicon obtains pursuant to this Agreement.

14. SIGNAGE. No signs, numerals, letters or other graphics shall be used or permitted on the exterior of, or which may be visible from outside, the Facilities.

15. PARKING. Team Rubicon and its employees, agents, invitees and other visitors may use, on a non-exclusive basis, the parking area outside the Facilities that is made available for use by the City and its employees, agents, invitees and other visitors.

16. ACCESS. The City will provide Team Rubicon with unlimited access to the Team Rubicon Storage Area regardless of day or time. The City will notify Team Rubicon of any access changes.

Access Control. Team Rubicon's employees and agents who are granted the ability to open access to the Facilities must be pre-authorized by the City. Team Rubicon will provide an accurate and current listing of all representatives who have access to the Facilities and will limit accessibility to these individuals. The City may take all necessary actions to secure its Facilities at any time will have the ability to seek remedy or terminate the Agreement if Team Rubicon fails to fulfill the access control agreement.

17. AUDIT. Until the expiration of six (6) years after the termination of this Agreement, each party, upon written request, shall make available to the other party, the State Auditor or the requesting party's ultimate funding sources, a copy of this Agreement and its books, documents, records and accounting procedures and practices relating to its performance of its obligations under this Agreement.

18. **NO ASSIGNMENT; AMENDMENTS.** Team Rubicon shall neither assign nor transfer any rights or obligations under this Agreement. All amendments to this Agreement shall be in writing and executed by a duly authorized representative of each party.
19. **CANCELLATION.** Notwithstanding the term of this Agreement set forth in Paragraph 3, this Agreement may be terminated by either party at any time, for any reason, upon thirty (30) days written notice to the other party.
20. **SURRENDER OF FACILITIES.** Team Rubicon, at the expiration of this Agreement, or any sooner termination of this Agreement, shall quit peacefully and vacate the Facilities in good, clean, orderly condition, ordinary wear and tear and casualty loss excepted. Team Rubicon agrees to restore any damage caused by Team Rubicon.

If Team Rubicon leaves any personal property in the Facilities after Team Rubicon surrenders possession, the City may (a) require Team Rubicon, at Team Rubicon's expense, to remove the personal property by providing written notice to Team Rubicon within thirty (30) days following the Expiration Date, or (b) dispose of any abandoned property pursuant to Saint Paul Legislative Code chapter 14.

19. **NON-WAIVER.** No waiver by any party of a default or non-performance by the other party shall be deemed a waiver of any subsequent default or non-performance.
20. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
21. **ENTIRE AGREEMENT.** This Agreement is intended by the parties as the final and binding expression of their agreement as to the subject matter of the Facilities Use Agreement and as the complete and exclusive statement of its terms. This Agreement supersedes all prior negotiations, representations and agreements between the parties, whether oral or written, relating to the subject matter of this Agreement only as to the space and its use.

SIGNATURE BLOCK IS ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year in this Agreement first above-written.

**CITY OF SAINT PAUL
(CITY):**

Mayor or Deputy Mayor

City Clerk

Finance Director



Assistant Chief of Police

City Attorney (Form Approval)

TEAM RUBICON:

By:

Its:

