

**STATE OF MINNESOTA
JOINT POWERS AGREEMENT
FOR FIRE PROTECTION SERVICES**

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation (“State”) and the City of Saint Paul, acting through its City Council (“City”).

Recitals

1. Minnesota Statutes §471.59 authorizes State and City to enter into this Agreement.
2. State is in need of the City’s Saint Paul Fire Department (the “Fire Department”) to provide emergency fire response, and annual fire drills in occupied buildings upon request, for the protection of the State’s Central Maintenance Shop.
3. City represents that it is duly qualified and agrees to perform all services described in this Agreement to the satisfaction of State.

Agreement

1. Term of Agreement; Survival of Terms; Incorporation of Exhibits

- 1.1. **Effective Date:** This Agreement will be effective on 07/01/2020, or the date State obtains all required signatures under Minnesota Statutes Section §16C.05, subdivision 2, whichever is later. The City must not begin work under this Agreement until this Agreement has been fully executed and the City has been notified by State’s Authorized Representative to begin work.
- 1.2. **Expiration Date:** This Agreement will expire on 06/30/2025, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3. **Survival of Terms:** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 8. Indemnification; 9. State Audits; 10. Government Data Practices.
- 1.4. **Exhibits:** Exhibits A and B are attached and incorporated into this Agreement.

2. Scope of Work and Deliverables

- 2.1. The City will:
 - 2.1.1. Respond to all fire emergency requests within the property as defined by the attached map (“Premises”), incorporated hereto as Exhibit A.
 - 2.1.2. Participate in annual fire drills in occupied buildings upon request from the State.
 - 2.1.3. Provide all personnel and equipment that they have available in the City that may be required to perform the above services.
 - 2.1.4. The Saint Paul Fire Chief (hereinafter referred to as “Fire Chief”) or designated officer in charge retains sole authority to withhold some or all personnel or equipment in case of an emergency within the City.
 - 2.1.5. In case an emergency arises within the City while the equipment and personnel of the Fire Department are engaged in fighting a fire for the State, the Fire Chief or his designee may in his

discretion recall to the City from the service of the State such equipment and personnel as he may in his opinion consider necessary to meet said emergency.

2.1.6. The determination of the Fire Chief as to what equipment and personnel shall be dispatched, withheld, or withdrawn shall be final and conclusive.

2.1.7. Respond to calls for hazardous materials handling.

3. Requests for Services

3.1. Calls for emergency response of firefighting equipment and personnel and for hazardous materials handling shall be directed to the Ramsey County Emergency Communications Center, 388 13th Street, Saint Paul, Minnesota, 55101, at 651-224-7371. Upon receipt of such calls, the Fire Department will dispatch such equipment and personnel as in the opinion of the officer in charge as needed as outlined by Article 2.

4. Services Not Included

4.1. Responses for safety services besides those set forth in Article 3, above, such as emergency medical services (EMS), first responses for EMS, and fire prevention or investigation services are not included in this agreement.

5. Payment

5.1. Consideration. State will pay for all services performed by the City under this Agreement as follows:

5.1.1. State will remit to City an annual retainer or standby fee. This fee shall be in defrayment of City's cost in supplying a twenty-four hour per day, seven day per week response capability.

5.1.2. A payment schedule by State Fiscal Year is attached as Exhibit B.

5.1.3. The State shall also compensate the City for the additional costs associated with responding to any hazardous materials incident as outlined in 5.1.4.

5.1.4. Hazardous Materials Response Compensation. The City will be reimbursed by the State for the reasonable and necessary costs associated with an actual response as follows:

- i. Team Personnel Costs - \$95 per hour, including wages and fringe benefits, per person.
- ii. Additional Wage Costs for Local Callback Personnel - \$55 per hour, including wages and fringe benefits, per person.
- iii. Vehicle Operating Costs - \$120 per hour for Chemical Assessment Team vehicle; \$150 per hour for the Emergency Response Team Vehicle; and \$100 per hour for additional vehicles.
- iv. Cost of Consumable Supplies Used - City will submit an itemized invoice for actual costs incurred.
- v. Costs of Repair or Replacement of Damaged or Destroyed Equipment - The City will submit an itemized invoice for actual costs incurred if costs exceed \$500 (five hundred dollars), the State may request competitive bids, RFPs, or quotes prior to the repair or replacement of equipment. Bids shall be issued in accordance with Minnesota Statutes 471.345.
- vi. Communication Costs - The City will submit an itemized invoice for actual costs incurred. Eligible costs are defined as cellular and land line telephone costs for voice, data, or facsimile transmission.
- vii. Administrative Costs Directly Resulting from the Emergency Response - Up to \$500 (five hundred dollars) per response, including wages and fringe benefits.

viii. The additional costs for responding to hazardous materials handling requests will not exceed \$5,000, except by amendment of this contract. Should costs related to hazardous materials handling requests exceed this amount, an amendment to this contract will be completed.

5.1.5. **Total Obligation.** The total obligation of State for all compensation and reimbursements to the City will not exceed \$35,069.94.

5.1.6. **Invoices.** The City must submit invoices to State's Authorized Representative on or after July 1 of each year for that year's annual fee.

5.1.7. **State's Payment Requirements.** State will promptly pay all valid obligations under this contract as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving the City's invoices. If an invoice is incorrect, defective or otherwise improper, State will notify the City within 10 days of discovering the error. After State receives the corrected invoice, State will pay the City within 30 days of receipt of such invoice. State reserves the right to audit all invoices, at State's discretion.

6. Agreement Personnel

6.1. State's Authorized Representative will be:

Name/Title: Andrew Offerdahl, Equipment Fleet Procurement Director, or successor
MnDOT - Maintenance
Street Address: Fort Snelling, 6000 Minnehaha Avenue
City State Zip: Saint Paul, MN 55111
Telephone: 651-366-5724
Email: andy.offerdahl@state.mn.us

State's Authorized Representative, or his/her successor, will monitor the City's performance and has the authority to accept or reject the services provided under this Agreement.

6.2. The City's Authorized Representative will be:

Name/Title: Butch Inks, Fire Chief, or successor
Street Address: 645 Randolph Ave
City State Zip: Saint Paul, MN 55102
Telephone: 651-224-7811

7. Assignment, Amendments, Waiver, Contract Complete, and Electronic Records and Signatures

7.1. **Assignment.** The City may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

7.2. **Amendments.** Any Amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the Original Agreement, or their successors in office.

7.3. **Waiver.** If State fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to subsequently enforce it.

7.4. **Contract Complete.** This Agreement contains all prior negotiations and agreements between State and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

- 7.5. Electronic Records and Signatures. The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

8. Indemnification

- 8.1 Each party agrees that it will be responsible for its own acts and omissions and the acts and omissions of its employees, elected officials, and agents as they relate to this Agreement and for any liability resulting therefrom, to the extent authorized by law, and will not be responsible for the acts and omissions of the other party or their employees, elected officials, and agents, or for any liability resulting therefrom. The City's liability is governed and limited by the Municipal Tort Claims Act, Minnesota Statutes chapter 466, and other applicable law. The State's liability is governed by Minn. Stat. Sec. 3.736.

9. State Audits

- 9.1. Under Minnesota Statutes §16C.05, subdivision 5, the City's books, records, documents and accounting procedures and practices relevant to this Agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

10. Government Data Practices

- 10.1. The City and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by the City under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the City or State.

11. Termination; Suspension

- 11.1. Termination. State or the Commissioner of Administration may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the City.
- 11.2. Termination for Insufficient Funding. 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 City. State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the City will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. 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. State must provide the City notice of the lack of funding within a reasonable time of State's receiving that notice.
- 11.3. Suspension. State may immediately suspend this Agreement in the event of a total or partial government shutdown due to failure to have an approved budget by the legal deadline. Work performed by the City during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

12. Additional Provisions

- 12.1. Independent Contractor. City shall be acting as an independent contractor to the State, 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 the City and the State. Neither party has authority to bind the other to any contract or agreement without the other's written permission.

13. Electronic Signatures

- 13.1. This Agreement may be executed and delivered in any number of counterparts, in the original or by facsimile or electronic transmission, each of which so executed and delivered will be considered an original and all of which will constitute one and the same instrument. The parties agree that the electronic signature of a party to this

Agreement be valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties further agree that any document (including this Agreement and any attachments or exhibits to this Agreement) containing, or to which there is affixed, an electronic signature shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written when printed from electronic files. For purposes hereof, "electronic signature" also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g. via PDF) of an original signature. Any party's failure to produce the original signature of any electronically transmitted signature shall not affect the enforceability of this Agreement.

THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

CITY

The City certifies that the appropriate person(s) have executed the contract on behalf of the City as required by applicable articles, bylaws, resolutions or ordinances.

By: Jaime Rae Tincher
Jaime Rae Tincher (Nov 6, 2020 09:10 CST)

Title: Mayor

Nov 6, 2020

Date: _____

By: Judy Hanson
Judy Hanson (Nov 6, 2020 08:27 CST)

Title: City Attorney

Date: Nov 6, 2020

By: John McCarthy
John McCarthy (Nov 6, 2020 09:04 CST)

Title: Director of Financial Services

Nov 6, 2020

Date: _____

By: Butch Inks
Butch Inks (Nov 4, 2020 12:18 CST)

Title: Fire Chief

Nov 4, 2020

Date: _____

STATE ENCUMBRANCE VERIFICATION

The individual certifies funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05

By: _____

Date: _____

SWIFT Contract # _____

SWIFT Purchase Order # _____

COMMISSIONER OF TRANSPORTATION

By: _____

Title: _____

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____



Subject Property includes Orange and Blue shaded areas, above.

Exhibit B

Inflationary rate of 3% is added to each year.

| | Inflationary Rate % | Increase \$ | Estimated Total /Year |
|--|------------------------|-------------|--------------------------|
| FY 2021 | - | - | \$ 5,663.81 |
| FY 2022 | 3.0% | \$ 169.91 | \$ 5,833.72 |
| FY 2023 | 3.0% | \$ 175.01 | \$ 6,008.74 |
| FY 2024 | 3.0% | \$ 180.26 | \$ 6,189.00 |
| FY 2025 | 3.0% | \$ 185.67 | \$ 6,374.67 |
| Total Cost of Contract through June 30, 2025 | | | \$ 30,069.94 |

City of Saint Paul - Fire Protection 1044415


Final Audit Report

2020-11-06

| | |
|-----------------|---|
| Created: | 2020-11-04 |
| By: | Bridget Morales (bridget.morales@ci.stpaul.mn.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAaAwOWiBPJhlza5Vb_NWpc75TLZRYEMUhDC |

"City of Saint Paul - Fire Protection 1044415" History

-  Document created by Bridget Morales (bridget.morales@ci.stpaul.mn.us)
2020-11-04 - 6:05:36 PM GMT- IP address: 156.99.75.2
-  Document emailed to Butch Inks (barton.inks@ci.stpaul.mn.us) for signature
2020-11-04 - 6:08:18 PM GMT
-  Email viewed by Butch Inks (barton.inks@ci.stpaul.mn.us)
2020-11-04 - 6:17:39 PM GMT- IP address: 172.58.86.181
-  Document e-signed by Butch Inks (barton.inks@ci.stpaul.mn.us)
Signature Date: 2020-11-04 - 6:18:34 PM GMT - Time Source: server- IP address: 172.58.86.181
-  Document emailed to Judy Hanson (judy.hanson@ci.stpaul.mn.us) for signature
2020-11-04 - 6:18:36 PM GMT
-  Email viewed by Judy Hanson (judy.hanson@ci.stpaul.mn.us)
2020-11-06 - 2:26:18 PM GMT- IP address: 156.99.75.2
-  Document e-signed by Judy Hanson (judy.hanson@ci.stpaul.mn.us)
Signature Date: 2020-11-06 - 2:27:34 PM GMT - Time Source: server- IP address: 156.99.75.2
-  Document emailed to John McCarthy (john.mccarthy@ci.stpaul.mn.us) for signature
2020-11-06 - 2:27:36 PM GMT
-  Email viewed by John McCarthy (john.mccarthy@ci.stpaul.mn.us)
2020-11-06 - 3:04:35 PM GMT- IP address: 156.99.75.2
-  Document e-signed by John McCarthy (john.mccarthy@ci.stpaul.mn.us)
Signature Date: 2020-11-06 - 3:04:56 PM GMT - Time Source: server- IP address: 156.99.75.2
-  Document emailed to Jaime Rae Tincher (jaime.tincher@ci.stpaul.mn.us) for signature
2020-11-06 - 3:04:57 PM GMT

 Email viewed by Jaime Rae Tincher (jaime.tincher@ci.stpaul.mn.us)

2020-11-06 - 3:10:06 PM GMT- IP address: 156.99.75.2

 Document e-signed by Jaime Rae Tincher (jaime.tincher@ci.stpaul.mn.us)

Signature Date: 2020-11-06 - 3:10:37 PM GMT - Time Source: server- IP address: 156.99.75.2

 Agreement completed.

2020-11-06 - 3:10:37 PM GMT