Council File #_____
Green Sheet #_____

RESOLUTION
CITY OF SAINT PAUL, MINNESOTA

Presented by _____

WHEREAS, the City of Saint Paul, Police Department requests authorization to enter into an agreement with Bikes4Kids, a non-profit organization; and

WHEREAS, this agreement will allow Bikes4Kids to collect bikes which are designated by the city to be scrap and either have no value or so little value that the cost to dispose of the property in another manner would exceed any estimated revenue; and

WHEREAS, all repaired bicycles that result from the agreement will become property of Bikes4Kids and will be distributed to youth participating the Saint Paul Police PAL Program; and

THEREFORE BE IT RESOLVED, that the City Council hereby authorizes Chief Thomas Smith execute and implement said agreement with Bikes4Kids in a form and content substantially as set forth in the attached.

Requested by Department of: **POLICE**

By: **Thomas E. Smith, Chief of Police**

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AGREEMENT

Between the City of Saint Paul and Bikes4Kids

THIS AGREEMENT, made and entered into this ____ day of _____, 2015, by and between the City of Saint Paul, Minnesota, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as a **"City"** and Bikes4Kids, a non-profit organization whose address is 1207 Constance Blvd. NE, Ham Lake, MN 55304 ("Bikes4Kids").

The City and Bikes4Kids in consideration of the mutual terms and conditions, promises, and covenants hereinafter set forth, agree as follows:

SECTION 1: Scope of Services. Bikes4Kids agrees to collect scrap bicycles designated by the City and repair and refurbish the scrap bicycles to be distributed to youth participating in the Saint Paul Police PAL Program.

SECTION 2: Time for Completion. The services described in Section 1 above shall be commenced upon execution of the Agreement. This will be an open ended ongoing agreement until further notice. No completion date is specified at this time.

SECTION 3: Billings and Payment. Bikes4Kids agrees to provide services specified in Section 1 in exchange for ownership of designated scrap bicycles as described below

SECTION 4: Ownership of Bicycles. All repaired bicycles that result from this Agreement will become the property of Bikes4Kids. All bicycles designated by the City as scrap and available for collection by Bikes4Kids carry no expressed or implied warranties and received 'as is' and 'scrap'.

SECTION 5: Compliance with Applicable Law. Bikes4Kids 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 relate to its performance under this Agreement. It shall be the obligation of Bikes4Kids to apply for, pay for, and obtain all permits and/or licenses required.

SECTION 6: Independent Contractor. It is agreed by the parties that, at all times and for all purposes within the scope of the Agreement, the relationship of Bikes4Kids 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 Bikes4Kids an employee of the City, and Bikes4Kids shall be entitled to none of the rights, privileges, or benefits of Saint Paul employees.

SECTION 7: Subcontracting. Bikes4Kids agrees not to enter into any subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of the City.

SECTION 8: Hold Harmless. Bikes4Kids shall indemnify, save, hold harmless, protect, and defend the City, its officers, agents, and employees from all claims, actions or suits of any character

brought for or on account of any claimed or alleged injuries or damages received by any person or property, including the City, resulting from any act or omission by any person employed by Bikes4Kids in carrying out the terms of this Agreement.

SECTION 9: Assignment. The City and Bikes4Kids each binds itself and its successors, legal representatives, and assigns of such other party, with respect to all covenants of this Agreement; and neither the City nor Bikes4Kids will assign or transfer their interest in this Agreement without the written consent of the other.

SECTION 10: 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.

SECTION 11: Amendment or Changes to Agreement. The City or Bikes4Kids may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes must be authorized in writing in advance by the City. 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 12: Notices to Bikes4Kids. Any notice or demand to be given under this Agreement shall be delivered in person or deposited in United States first Class Mail to Bikes4Kids at the address first specified above.

SECTION 13: Survival of Obligations. The respective obligations of the city and Bikes4Kids under these terms and conditions, which by their nature would continue beyond the termination, cancellation, or expiration hereof, shall survive termination, cancellation or expiration hereof. If a court or governmental agency with proper jurisdiction determines that this Agreement, or a provision herein is unlawful, this Agreement or that provision, shall terminate. If a provision is so terminated but the parties legally, commercially, and practicably can continue this Agreement without the terminated provision, the remainder of this Agreement shall continue in effect.

SECTION 14: Interpretation of Agreement, Venue. This Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation related to this Agreement shall be venued in the District Court of the County of Ramsey, Second Judicial District, State of Minnesota.

SECTION 15: Entire Agreement. It is understood and agreed that the entire Agreement supercede all oral agreements and negotiations between the parties relating to the subject matters hereof. The Agreement shall be interpreted and construed according to the laws of the State of Minnesota.

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

For the City:

_____

Thomas Smith, Chief of Police

For Bikes4Kids:

_____

Cindy Bailey