



This Agreement is entered into as of the 20th day of October, between the American Lung Association (“the Company”) and the City of Saint Paul (“the Contractor”).

1. Independent Contractor. Subject to the terms and conditions of this Agreement, the Company hereby engages the Contractor as an independent contractor to perform the services set forth herein, and the Contractor hereby accepts such engagement.

This Agreement shall not render the Contractor an employee, partner, agent of, or joint venture with the Company for any purpose. The Contractor is and will remain an independent contractor in his/her relationship to the Company. The Company shall not be responsible for withholding taxes with respect to the Contractor’s compensation hereunder. The Contractor shall have no claim against the Company hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker’s compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

2. Duties, Term, and Compensation. The Contractor’s duties, term of engagement, compensation and provisions for payment thereof shall be as set forth in the estimate set forth and hereby attached as Exhibit A, which may be amended in writing from time to time, or supplemented with subsequent estimates for services to be rendered by the Contractor and agreed to by the Company, and which collectively are hereby incorporated by reference.
3. Expenses. During the term of this Agreement, the Contractor shall bill the Company for all reasonable and approved out-of-pocket expenses which are incurred in connection with the performance of the contracted project. Notwithstanding the foregoing, expenses for the time spent by Consultant in traveling to and from Company facilities shall not be reimbursable.
4. Method of Performing Services. Contractor will determine the method, details, and means of performing the described services in Exhibit A.
5. Written Reports. The Company will request that project plans, progress reports and a final results report be provided by the Contractor.
6. Confidentiality. Contractor is a political subdivision and information it “collect[s], create[s], receive[s], maintain[s] or disseminate[s] regardless of its physical form, storage media or conditions of use” is subject to the Minnesota Government Data Practices Act, Minnesota Statutes, Section 13.02 Subdivision 7 (“MGDPA”). The MGDPA “establishes a presumption that government data are public and are accessible by the public for both inspection and copying unless there is federal law, a state statute, or a temporary classification of data that provides that certain data are not public.” Minnesota Statutes, Section 13.01, Subdivision 3. Business related information that Company provides to Contractor will generally be subject to public inspection and copying unless it qualifies as a “trade secret,” under Minnesota Statutes, Section 13.37. If Company provides Contractor with what it believes is trade secret information, Company will mark the information with a “trade secret” designation. Contractor will use reasonable efforts to protect designated trade secret information provided by Company from disclosure, but Contractor will not be liable if such efforts fail.
7. Conflicts of Interest; Non-hire Provision. The Contractor represents that he/she is free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between

the Contractor and any third party. Further, the Contractor, in rendering duties shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which he/she does not have a proprietary interest.

The Contractor is expressly free to perform services for other parties while performing services for the Company. For a period of six months following any termination, the Contractor shall not, directly or indirectly hire, solicit, or encourage to leave the Company's employment any employee, consultant, or contractor of the Company or hire any such employee, consultant, or contractor who has left the Company's employment or contractual engagement within one year of such employment or engagement.

8. Merger. This Agreement shall not be terminated by the merger or consolidation of the Company into or with any other entity.
9. Termination. The Company may terminate this Agreement at any time by 10 working days' written notice to the Contractor. In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of the Company, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, the Company at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor.

Furthermore, payment for this Agreement is made available through grant funds. Therefore, services performed under this contract are subject to availability of continued grant funds. If at any time the grant funding source for this Agreement is either depleted and/or not renewed, this contract will immediately become null and void.

10. Insurance. The Contractor will carry liability insurance (including malpractice insurance, if warranted), relative to any service that Contractor performs for the Company and hereby agrees to hold Company free and harmless from any and all claims arising from any such negligent act or omission.

The CONTRACTOR represents and warrants that services and resulting products produced or used under this contract do not and will not infringe upon any intellectual property rights of another, including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names. The CONTRACTOR shall indemnify and defend the Company at the CONTRACTOR'S expense from any action or claim brought against the COMPANY to the extent that it is based on a claim that all or part of the services and resulting products produced or used under this contract infringe upon the intellectual property rights of another or for any failure to pay subcontractors for the services and resulting products produced or used under this contract. The CONTRACTOR shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to, reasonable attorney fees which are attributable to such claims or actions.

Company has not made any representation or warranty, express or implied, regarding the materials, the project, any subcontractors hired by CONTRACTOR, and any products bought by CONTRACTOR under this agreement.

11. Workers' Compensation. Contractor agrees to provide workers' compensation insurance, if applicable, to cover any individual's employed by Contractor for the purpose of fulfilling this Agreement.
12. Successors and Assigns. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

American Lung Association
Company

City of Saint Paul
Contractor


Signature


Signature

Deb Brown
Name

Russ Stark
Name

Chief Mission Officer
Title

Chief Resilience Officer
Title

11/5/2021
Date

12/23/2020
Date

SCHEDULE A

DUTIES, TERM, AND COMPENSATION

DUTIES/RESPONSIBILITIES:

1. Install 140 dual port Level 2 electric vehicle supply equipment (EVSE) units.
2. Install 15-20 DC Fast Charge (50+ kw) EVSE units, with the quantity dependent on suitable locations and staying within the budgeted \$800,000 for equipment and installation costs.
3. Lease 150 electric vehicles for the carsharing project.
4. Install signage at charging locations.
5. Secure in-kind project support of:
 - a. \$245,300 from the City of Saint Paul
 - b. \$204,000 from the National Resources Defense Council
6. Assist with the creation and upkeep of Project Management Plan (PMP).
7. Document all expenses and in-kind including volunteers, partners, etc.
8. Provide required reports on expenses, in-kind, volunteer involvement and event plans and summaries to American Lung Association (PI) on a quarterly basis and as requested by the Lung Association.
9. Abide by the applicable U.S. Department of Energy's flow down terms and conditions found in the Attachment 0 Special Terms and Conditions DE-EE0009226 document.

TERM:

This engagement shall commence upon execution of this Agreement and shall continue in full force and effect until 12/31/2023, unless terminated earlier by operation of and in accordance with this Agreement.

COMPENSATION:

As compensation for the services rendered pursuant to this Agreement, American Lung Association shall pay \$3,650,237 for the engagement period, while performing all necessary duties associated with this activity. City of Saint Paul will invoice the Lung Association at least once a quarter. Payment shall be made to the City of Saint Paul in accordance with instructions on the invoices.