

**STATE OF MINNESOTA
JOINT POWERS CONTRACT****Project Description:** Fire Protection Services

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

Recitals

1. Minnesota Statutes §471.59 authorizes State and City to enter into this Contract.
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 Contract to the satisfaction of State.

Contract

1. Term of Contract; Incorporation of Exhibits

- 1.1. **Effective Date:** This Contract will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2. The City must not begin work under this contract until this contract is fully executed and the City has been notified by the State's Authorized Representative to begin the work.
- 1.2. **Expiration Date:** This Contract will expire on 06/30/2030, 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 Contract, including, without limitation, the following clauses: 8. State Audits; 9. Government Data Practices; 10. Venue.
- 1.4. **Exhibits:** Exhibits A through B are attached and incorporated into this Contract.

2. Scope of Work

- 2.1. City will:
 - 2.1.1. Respond to all fire emergency requests within the property as defined by the attached map 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 office 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 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:
 - a. Team Personnel Costs - \$95 per hour, including wages and fringe benefits, per person.
 - b. Additional Wage Costs for Local Callback Personnel - \$55 per hour, including wages and fringe benefits, per person.
 - c. 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.
 - d. Cost of Consumable Supplies Used - City will submit an itemized invoice for actual costs incurred.
 - e. 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.
 - f. 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.
 - g. Administrative Costs Directly Resulting from the Emergency Response - Up to \$500 (five hundred dollars) per response, including wages and fringe benefits.
 - h. 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 \$39,859.31.
 - 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 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. Contract Personnel

6.1. State's Authorized Representative will be:

Name/Title: Lisa Jaeger, Fleet Equipment Acquisition & Facility Supervisor, or successor
MnDOT – Office of Maintenance
Street Address: Fort Snelling, 6000 Minnehaha Avenue
City State Zip: Saint Paul, MN 55111
Telephone: 651-315-6623
Email: lisa.jaeger@state.mn.us

6.2. City's Authorized Representative will be:

Name/Title: Jeramiah Melquist, Assistant Fire Chief, or successor
Street Address: 645 Randolph Ave
City State Zip: Saint Paul, MN 55102
Telephone: 651-224-7811
Email: Jeramiah.melquist@ci.stpaul.mn.us

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 Contract without the prior consent of State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Contract, or their successors in office.
- 7.2. **Amendments.** Any Amendment to this Contract 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 Contract, or their successors in office.
- 7.3. **Waiver.** If State fails to enforce any provision of this Contract, that failure does not waive the provision or its right to subsequently enforce it.
- 7.4. **Contract Complete.** This Contract contains all prior negotiations and contracts between State and the City. No other understanding regarding this Contract, 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 Contract 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 Contract.

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 Contract, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by the City under this Contract. 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. Venue

- 11.1. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

12. Termination; Suspension

- 12.1. **Termination.** State or the Commissioner of Administration may terminate this Contract at any time, with or without cause, upon 30 days' written notice to the City.
- 12.2. **Termination for Insufficient Funding.** State may immediately terminate this Contract 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 contract 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.
- 12.3. **Suspension.** State may immediately suspend this Contract 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.

13. Additional Provisions

- 13.1. **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.

[THE BALANCE OF THIS PAGE HAS INTENTIONALLY BEEN 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: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

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, as delegated

By:

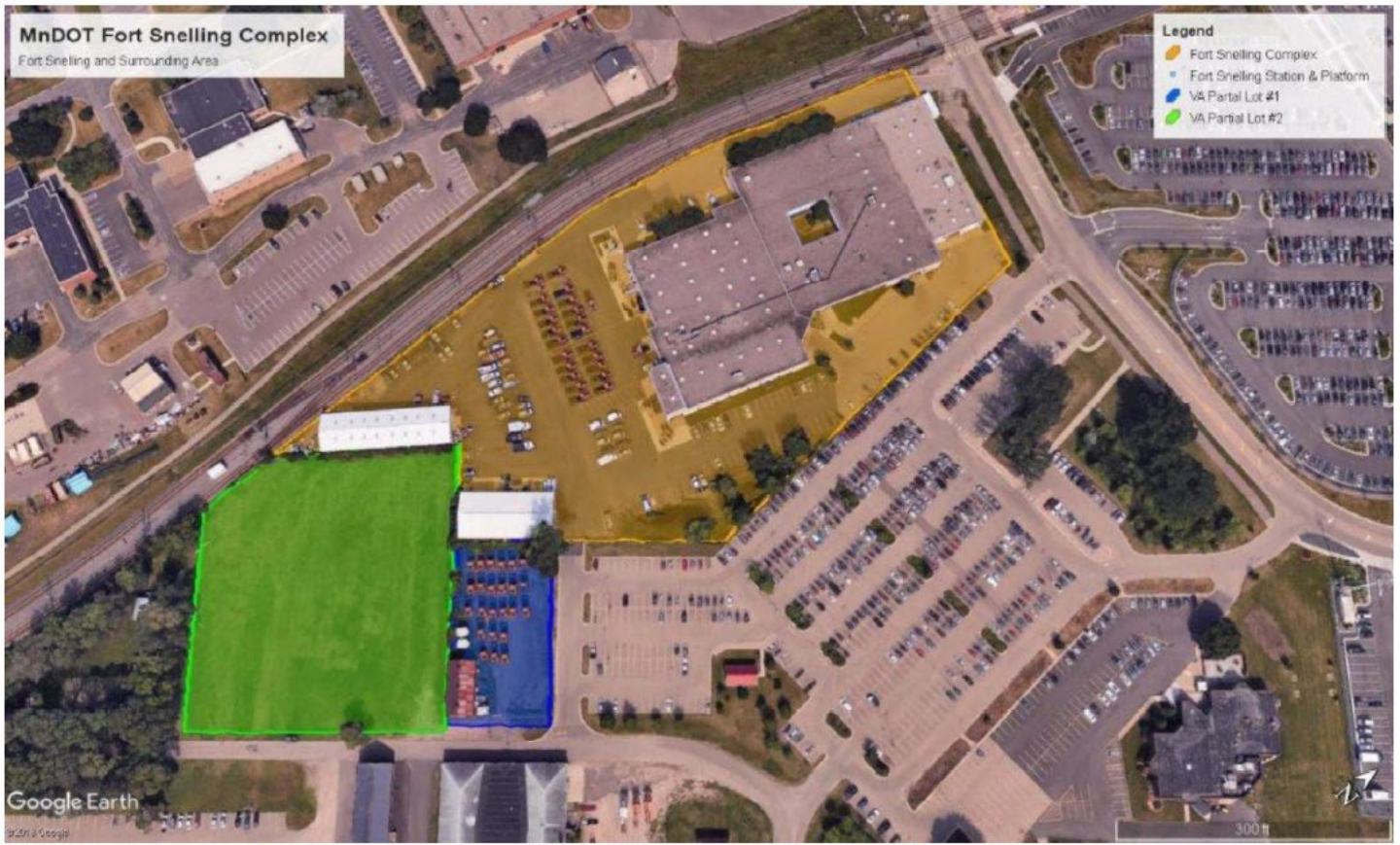
Date:

COMMISSIONER OF ADMINISTRATION, as delegated

By:

Date:

Exhibit A



Subject Property includes Orange and Blue shaded areas, above.

Exhibit B

Inflationary rate of 3% is added to each year.			
Fiscal Year	Inflationary Rate %	Increase \$	Estimated Total/Year
FY 2026	-	-	\$6,565.91
FY 2027	3.0%	\$196.98	\$6,762.89
FY 2028	3.0%	\$202.89	\$6,965.77
FY 2029	3.0%	\$208.97	\$7,174.75
FY 2030	3.0%	\$215.24	\$7,389.99
Total Cost of Annual Retainers through June 30, 2030			\$34,859.31
Maximum Hazardous Materials Response Compensation			\$5,000.00
Not to exceed amount through June 30, 2030			\$39,859.31