



SWIFT Contract Number: _____

This Agreement is between the **State of Minnesota**, acting through its Commissioner of Public Safety on behalf of the State Fire Marshal division ("State"), and the **City of Mankato**, acting on behalf of its Fire Department, 710 South Front Street, Mankato, Minnesota 56001, ("Governmental Unit"). State and Governmental Unit may be referred to jointly as "Parties."

Recitals

Under Minnesota Statutes § 471.59, subdivision 10, the State is empowered to engage such assistance as deemed necessary. The State wishes to name the Governmental Unit as bailee of one (1) mobile ventilation trailer and its props that are used for firefighting training purposes.

Agreement

1. Term of Agreement

1.1 **Effective Date.** **July 1, 2025**, or the date the State obtains all required signatures under Minnesota Statutes § 16C.05, subdivision 2, whichever is later.

1.2 **Expiration Date.** **June 30, 2030**, or the date the fire vent mobile trailer is fully depreciated or the date the fire vent mobile trailer cannot be used for training, whichever occurs first.

2. Agreement between the Parties

The State and Governmental Unit mutually agree the Governmental Unit will become the legal bailee of the State's mobile training trailer with vehicle identification number 5M3BE2821J1080495 and the trailer's training props (collectively known as the "trailer"). The Governmental Unit will use the trailer for firefighting training purposes only, including use by the Governmental Unit's fire training academy, and will not be used for financial or profitable gain by the Governmental Unit.

The Governmental Unit will assume all responsibilities inherent in the control, care, storage, upkeep and maintenance of the trailer. The Governmental Unit will also insure the trailer and its props for 100% of their replacement value. The Government Unit will remove all markings that have the SFM division logo on the exterior of the trailer.

The Governmental Unit acknowledges the trailer was obtained by the State utilizing a grant known as the 2014 FEMA AFG; and, upon expiration or termination of this Agreement, the Governmental Unit will return the trailer to the State and the State will dispose of the trailer and props consistent with FEMA AFG regulations.

THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK

3. **Consideration**

The State and Governmental Unit agree this is a mutually beneficial agreement. Nothing in this Agreement obligates either party to commit or transfer any financial funds or other resources in support of activities pursuant to this Agreement between the Parties.

4. **Authorized Representatives**

The State's Authorized Representative is the person below, or his successor:

Name: Tate Mills, Chief Deputy of Operations
Address: Department of Public Safety; State Fire Marshal
445 Minnesota Street, Suite 145
St. Paul, MN 55101
Telephone: 320.333.2817
Email Address: tate.mills@state.mn.us

The Governmental Unit's Authorized Representative is the person below, or his successor:

Name: Jeremy Clifton, Public Safety Director
Address: City of Mankato Fire Department
710 South Front St.
Mankato, MN 56001
Telephone: 507-387-8780
Email Address:

5. **Assignment, Amendments, Waiver, and Agreement Complete.**

- 5.1 Assignment. The Governmental Unit may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the State and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.
- 5.2 Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.
- 5.3 Waiver. If the State fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.
- 5.4 Agreement Complete. This Agreement contains all negotiations and agreements between the State and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6. **Indemnification.**

6.1 In the performance of this Agreement, the Indemnifying Party must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the State, to the extent caused by Indemnifying Party's:

- Intentional, willful, or negligent acts or omissions; or
- Actions that give rise to strict liability; or
- Breach of contract or warranty.

The Indemnifying Party is defined to include the Governmental Unit, the Governmental Unit's reseller, any third party that has a business relationship with the Governmental Unit, or Governmental Unit's agents or employees, and to the fullest extent permitted by law. The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence.

This clause will not be construed to bar any legal remedies the Indemnifying Party may have for the State's failure to fulfill its obligation under this Agreement.

6.2 Nothing within this Agreement, whether express or implied, shall be deemed to create an obligation on the part of the State to indemnify, defend, hold harmless or release the Indemnifying Party. This shall extend to all agreements related to the subject matter of this Agreement, and to all terms subsequently added, without regard to order of precedence.

7. State Audits.

Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Agreement.

8. Government Data Practices.

The Governmental Unit and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Governmental Unit or the State.

If the Governmental Unit receives a request to release the data referred to in this clause, the Governmental Unit must immediately notify and consult with the State's Authorized Representative as to how the Governmental Unit should respond to the request. The Governmental Unit's response to the request shall comply with applicable law.

9. Venue

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

10. Termination

10.1 Termination. The State or the Governmental Unit may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

10.2 Termination for Insufficient Funding. The 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 Governmental Unit. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Governmental Unit will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The 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. The State must provide the Governmental Unit notice of the lack of funding within a reasonable time of the State's receiving that notice.

11. Continuing obligations

The following clauses survive the expiration or cancellation of this Agreement: 6. Indemnification; 7. State Audits; 8. Government Data Practices; and 9. Venue.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

APPROVED:

1. State Encumbrance Verification

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05

Print Name: _____

Signature: _____

Title: _____ Date: _____

SWIFT Contract No. _____

3. State: Department of Public Safety; State Fire Marshal

With delegated authority

Print Name: _____

Signature: _____

Title: _____ Date: _____

2. Governmental Unit: City of Mankato

The Governmental Unit certifies that the appropriate person(s) has(have) executed this Agreement on behalf of the City as required by applicable articles, laws, by-laws, resolutions, or ordinances.

Print Name: _____

Signature: _____

Title: _____ Date: _____

4. Commissioner of Administration

As delegated to The Office of State Procurement

Print Name: _____

Signature: _____

Title: _____ Date: _____

Admin ID: _____