

JOINT POWERS AGREEMENT

THIS JOINT POWERS AGREEMENT is between the Falcon Heights Fire Department (hereinafter referred to as "Falcon Heights") and the City of Saint Paul, Minnesota (hereinafter referred to as "Saint Paul"), both political subdivisions within the State of Minnesota, which are empowered to enter into joint powers agreements pursuant to Minn. Stat. § 471.59, subd. 10.

WHEREAS, Saint Paul and Falcon Heights wish to detail the terms of use of the Saint Paul Fire Department's training facility at 1683 Energy Park Drive, Saint Paul, Minnesota by Falcon Heights.

WHEREAS, the parties have hereinafter set forth the terms of said use by Falcon Heights.

NOW, THEREFORE, it is hereby agreed by and between the parties as follows:

1. By prior arrangement with Saint Paul Fire Chief, Falcon Heights may use the Saint Paul Fire Department training facilities located at 1683 Energy Park Drive, Saint Paul, Minnesota for firefighter training purposes.
2. Saint Paul will make such training structures and devices at the facilities available to Falcon Heights during evening and weekend hours, on the dates requested by Falcon Heights, subject to the Saint Paul Fire Department's own prior commitments.
3. Falcon Heights will pay Saint Paul as set forth in the fee schedule attached as Appendix A, and incorporated herein by reference.

Sessions will be determined by mutual agreement between the parties and approved by the Saint Paul Fire Department as to the precise dates and times. If a training session is canceled less than ten (10) days prior to the session's scheduled time, a cancellation fee of one hundred fifty dollars (\$150) will be paid to Saint Paul.

4. Facilities designated for Falcon Heights use shall be the Drill Tower, the Burn Simulation Building, the Haz/Mat Training Pads, the Pump Test Pits, Training Props, and a Classroom.
5. Falcon Heights agrees to defend, indemnify and hold harmless Saint Paul and the Saint Paul Fire Department from any claims made against them resulting from the use of the training facilities by Falcon Heights as described in this agreement, except for any claims resulting from negligence on the part of Saint Paul or the Saint Paul Fire Department. Falcon Heights will pay Saint Paul's reasonable attorney's fees, costs, and disbursements incurred as a result of any claims brought from said use, except for any claims resulting from negligence on the part of Saint Paul or the St. Paul Fire Department. Nothing in this Agreement

shall constitute a waiver of the statutory limits on liability set forth in Minnesota Statutes Chapter 466 or a waiver of any available immunities or defenses.

6. This Agreement shall commence on September 1, 2015 and shall expire on September 30, 2016 ("Expiration Date"). Notwithstanding the foregoing, either party shall have the right to cancel the Agreement before the Expiration Date by giving the other party written notice of such cancellation at least sixty (60) days prior to the date of such cancellation.
7. Any notice to be given by either party upon the other under this Agreement shall be properly given: a) if delivered personally to the Saint Paul Fire Chief if such notice is to be given to Saint Paul, or if delivered personally to the Falcon Heights Fire Chief if such notice is to be given to the Falcon Heights, b) if mailed to the other party by United States registered or certified mail, return receipt requested, postage prepaid, addressed in the manner set forth below, or c) if given to a nationally, recognized, reputable overnight courier for overnight delivery to the other party addressed as follows:

If to Saint Paul:

Saint Paul Fire Department
Attn: Fire Chief Tim Butler
645 Randolph Avenue
Saint Paul, MN 55102

If to Falcon Heights:

Falcon Heights Fire Department
2077 Larpenteur Ave W
Falcon Heights, MN 55113
Attn: Falcon Heights Training Chief

Notices shall be deemed effective on the date of receipt if given personally, on the date of deposit in the U.S. mails if mailed, or on the date of delivery to an overnight courier if so delivered; provided, however, if notice is given by deposit in the U.S. mails or delivery to an overnight courier, the time for response to any notice by the other party shall commence to run one business day after the date of mailing or delivery to the courier. Any party may change its address for the service of notice by giving written notice of such change to the other party, in any manner specified above, 10 days prior to the effective date of such change.

8. Falcon Heights will be responsible for any and all required cleanup required as a result of this usage. Falcon Heights will clean the training facilities to the satisfaction of Saint Paul Fire including the removal of all debris.

IN WITNESS WHEREOF we have hereunto set our hands hereto as of this

_____ day of _____, 2015

City of Saint Paul

Timothy Butler, Saint Paul Fire Chief

City Attorney

Director of Financial Services

City of Falcon Heights



Signature

Chief

Title



Signature

Training Captain

Title

Appendix A

Facility fees are for a **4-hour minimum** with an additional hourly rate for additional time. Rates are subject to change or review annually.

Three classrooms are available with projectors, screens, white boards, audio, and computers set up in the rooms. Classroom space is included with other facility rental at **no additional charge**, but you must **request the additional classroom space** on your application for scheduling purposes. See below.

Facility Rental	4-hour Minimum Fee	Additional Cost per Hour
Classroom #1 (Max occupancy = 50)	\$300	\$75
Classroom #2 (Max occupancy = 24)	\$200	\$50
Classroom #3 (Max occupancy = 24)	\$200	\$50
Burn Building: Live Fire <i>(includes classroom, not consumables)</i>	\$650	\$150
Burn Building: Other Use <i>(includes classroom upon request)</i>	\$400	\$100
Collapse Field <i>(includes classroom upon request)</i>	\$250	\$50
Drill Tower <i>(includes classroom upon request)</i>	\$250	\$50
Drill Pad Only <i>(includes classroom upon request)</i>	\$200	\$50
EVOC Course w/barrels & cones <i>(includes classroom upon req.)</i>	\$100	\$25
Flashover Simulator <i>(includes classroom, not consumables)</i>	\$300	\$75
Facility Cancellation Fee (under 24-hours/no show)	\$200	n/a
Fees - Props, Tools & Consumables	4-hour Minimum Fee	Add/Hr
Cascade System for SCBA Refill	\$100	\$25
Extinguisher	Per Extinguisher	\$10
Extrication Equipment	\$500	\$100
Forcible Entry Props <i>(includes consumables)</i>	\$400	\$100
Gas Field <i>(includes fuel cost)</i>	\$300	\$75
Hand Tools	Per tool	\$10
Rescue Mannequin	\$50	\$10
Plywood or Particle Board (4' x 8' sheet)	Per Sheet	\$20
Pallets	Per Pallet	\$6
Portable Radio	Per Radio	\$25
Power Tools <i>(includes fuel cost)</i>	Per Tool	\$25
Roof/Ventilation Props <i>(does not include consumables)</i>	\$100	\$25
Rail Car / Hazmat Props	\$100	\$25
Smoke Machine <i>(includes consumables)</i>	\$200	\$25
Technical Rescue Equipment Cache	\$800	\$200
Thermal Imager	\$500	\$100
Turnout Gear	\$50	\$10
Vehicle – Extrication / Burn <i>(***per vehicle cost, not hourly)</i>	Per Vehicle	\$150
Additional SPFD Safety Officer/Instructional Assistance	Per Hour	\$50
Other Equipment/Props not listed at discretion of Training Chief	*	*