

JOINT POWERS AGREEMENT

THIS AGREEMENT made and entered into by and between the City of Saint Paul Fire Department (hereafter referred to as Saint Paul Fire) and Hennepin Technical College (hereafter referred to as HTC) pursuant to Minnesota Statute 471.59.

WHEREAS, Saint Paul Fire and HTC wish to detail the terms of use of City of Saint Paul Fire & Safety Services Training Center ("facilities") at 1683 Energy Park Drive, Saint Paul, Minnesota by HTC.

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

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

1. By prior arrangement with Saint Paul Fire Chief, HTC may use the facilities for firefighters located at Saint Paul's Fire Training Center located at 1683 Energy Park Drive, Saint Paul, Minnesota.
2. Saint Paul Fire will make such training structures and devices at the facilities available to HTC during evening and weekend hours, on the dates requested by HTC, subject to Saint Paul Fire's own prior commitments.
3. HTC will provide training credit which can be used for both credit and customized training services to include apprenticeship classes, customized classes, fire training mobile prop rental, and promotional testing to Saint Paul Fire. The credit will be earned at the following rates:
 - a. The amount of one hundred dollars (\$100) per one (1) hour of use or fraction thereof for use of the Burn Simulation Building (includes the use of one classroom and the gas pit). HTC shall supply their own Class A materials for training fires.
 - b. The amount of fifty dollars (\$50) per one (1) hour session or fraction thereof, for standby service of a Saint Paul Fire safety officer or instructor, if required.
 - c. The amount of twenty five dollars (\$25) per one (1) hour session or fraction thereof, for the use of any classroom as a stand alone rental.
 - d. The amount of fifty dollars (\$50) per one (1) hour session or fraction thereof, for the use of the Drill Tower. No training fires shall be allowed in the Drill Tower.
 - e. The amount of one hundred twenty five dollars (\$125) per one (1) vehicle supplied by the City for vehicle burns and/or auto extrication.
 - f. The amount of one hundred dollars (\$100) per one (1) hour of use or fraction thereof for use of the Fire Behavior Simulator Prop Requestor shall supply their

own plywood and instructors for use of the Flashover prop.

All charges are accumulative. Saint Paul Fire will have the Training Division verify the amount of credit received from HTC on a quarterly basis.

Sessions will be determined by mutual agreement between the parties and approved by Saint Paul Fire 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 City.

4. HTC shall maintain, during any times that HTC is using the facilities under this Agreement, certain insurance coverage which is described as follows:

- a. WORKERS' COMPENSATION INSURANCE with coverage no less than the statutory limits and EMPLOYERS LIABILITY INSURANCE with limits of not less than: \$300,000.00 PER OCCURRENCE or be filed with the State of Minnesota as a self insured entity. HTC is self-insured for WORKERS' COMPENSATION pursuant to Minnesota law.
- b. COMPREHENSIVE GENERAL LIABILITY INSURANCE including blanket contractual liability coverage and personal liability coverage with a combined single limit of not less than: \$500,000 per person and \$1,500,000 per occurrence.

Such insurance shall: (1) name both the City and the City of Saint Paul, Minnesota their elected and appointed officers, employees and agents as additional insureds; (2) be primary with respect to City's insurance or self-insurance program; (3) contain a standard cross liability endorsement; (4) not exclude explosion, collapse, and underground property damage; and (5) be written on an "Occurrence" Form policy basis.

With respect to property losses not covered by insurance, it shall be the responsibility of HTC to pay all costs to repair or replace damaged property with like kind and within a reasonable time.

- c. The policies required in this section shall name the City, the City of Saint Paul, and any person, firms, or corporations designated by City as an additional insured, and shall contain a clause that the insurer cannot cancel or change the insurance without first giving the City thirty (30) days' prior written notice to their use of the facilities. The insurance shall be placed with responsible insurance companies authorized and licensed to do business in the State of Minnesota and approved by City, and Certificates of Insurance shall be delivered to City on the date of City's execution of this Agreement. The Certificates shall also indicate that coverage shall not be invalid due to any act or omission on the part of the City. If such Certificates are not delivered to the City as provided, the City may at its option terminate the Agreement.

If for any reason any of the insurance hereunder is void, HTC is responsible to the City for the total amount of uninsured loss. Insurance limits shall be subject to the tort claims liability limits as set forth in chapter 466 of Minnesota Statutes.

5. HTC agrees that while conducting live fire training at the facilities, all activities will conform to St. Paul Fire's Training Center Information and Guidelines Packet, attached as Exhibit A and the current National Fire Protection Association ("NFPA"), Standard 1403, Live Fire Training Evolutions. HTC agrees to provide and enforce all oversight, instruction, and safety compliance of their personnel or any individuals that HTC allowed at the facilities under this Agreement. Requester assumes responsibility and liabilities for all Requester's personnel or any individuals that HTC allowed at the facilities under this Agreement, during the time HTC has use of the facilities under this Agreement. If HTC fails to conform to the guidelines in Exhibit A and/or the current NFPA, Standard 1403, HTC shall be responsible for any reduced value of the facilities and all other damages or injuries that occurred due to HTC's failed responsibilities under this Agreement.
6. HTC shall be responsible for any and all required cleanup required as a result of this usage. HTC will clean the training facilities to the satisfaction of Saint Paul Fire including the removal of all debris.
7. Each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. The liability of state agencies is governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.376 and other applicable law. The City of Saint Paul's liability is governed by the provisions of the Municipal Tort Claims Act, Minnesota Statutes Chapter 466, and other applicable law. This Article shall not be construed to bar legal remedies one party may have for the other party's failure to fulfill its obligations under this Agreement.
8. Saint Paul Fire will not discriminate against any employee or applicant for employment for work under this Agreement because of race, creed, religion, color, sex, sexual or affectional orientation, national origin, ancestry, familial status, age, disability, marital status, or status with regard to public assistance and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to the same. This provision shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising, layoff or termination; rates of pay or their forms of compensation; and, selection for training, including apprenticeship.
9. HTC 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 HTC's use of the facilities under this Agreement, including but not limited to, the control, abatement or emission of air and water contaminants and /or disposal of refuse, solids wastes or liquid wastes. It shall be the obligation of HTC to apply for, pay for, and

obtain all permits and/or licenses required.

10. HTC shall not assign the services and rights under this Agreement.

11. This agreement will continue in full force and effect from two (2) years from the date of execution until such time as it is canceled by either party by giving sixty (60) days written notice to the other party of cancellation.

IN WITNESS WHEREOF we have hereunto set our hands and seals this

_____ day of _____, 2011.

City of Saint Paul

HTC

Tim Butler, Saint Paul Fire Chief

Signature

City Attorney

Title

Director of Financial Services

Signature

Mayor

Title