

JOINT POWERS AGREEMENT

THIS JOINT POWERS AGREEMENT is between the City of Roseville (hereinafter referred to as “Roseville”) 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 Roseville 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 Roseville.

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

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

1. By prior arrangement with Saint Paul Fire Chief, Roseville 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 Roseville during evening and weekend hours, on the dates requested by Roseville, subject to the Saint Paul Fire Department’s own prior commitments.
3. Roseville will pay St Paul:
 - a. The amount of one hundred fifty dollars (\$150) per one (1) hour of use or fraction thereof for use of the Burn Simulation Building (includes the use of one classroom. Roseville 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 fifty dollars (\$50) 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 fifty dollars (\$150) per one (1) hour of use or

fraction thereof for use of the Fire Behavior Simulator Prop. Roseville shall supply their own plywood and qualified instructors for use of the Flashover prop.

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 Roseville 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. Roseville 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 Roseville as described in this agreement, except for any claims resulting from negligence on the part of Saint Paul or the Saint Paul Fire Department. Roseville 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 February 1, 2013 and shall expire on January 31, 2014 ("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 Roseville Fire Chief if such notice is to be given to the Roseville, 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 Roseville:

City of Roseville
Roseville City Hall
2660 Civic Center Drive
Roseville, MN 55113
Attn: Roseville Fire 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. Roseville will be responsible for any and all required cleanup required as a result of this usage. Roseville 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

1st day of February, 2013.

City of Saint Paul

City of Roseville

Timothy Butler, Saint Paul Fire Chief

Daniel J. Roe, Mayor

City Attorney

William J. Malinen, City Manager

Director of Financial Services