

## **JOINT POWERS AGREEMENT**

### **BETWEEN THE CITY OF SAINT PAUL AND THE CITY OF BURNSVILLE**

#### **SAINT PAUL FIRE TRAINING FACILITY**

**THIS JOINT POWERS AGREEMENT** is between the City of Burnsville, Minnesota (hereinafter referred to as "Burnsville") and the City of Saint Paul, Minnesota (hereinafter referred to as "Saint Paul"), both political subdivisions of the State of Minnesota, which are empowered to enter into joint powers agreements, pursuant to Minnesota Statute § 471.59, subd. 10.

**WHEREAS**, Saint Paul and Burnsville wish to detail the terms of use of Saint Paul's Fire Training Facility at 1683 Energy Park Drive, Saint Paul, Minnesota by Burnsville; and

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

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

1. By prior arrangement with the Saint Paul Fire Chief, Burnsville may use the Saint Paul Fire Training Facilities, located at 1683 Energy Park Drive, Saint Paul, Minnesota, for firefighter training purposes.
2. Saint Paul Fire will make such training structures and devices at the facilities available to Burnsville Fire during evening and weekend hours, on the dates requested by Burnsville Fire, subject to Saint Paul Fire's own prior commitments.
3. Burnsville will pay Saint 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). Burnsville shall supply its 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 Saint Paul 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. Burnsville shall supply its own plywood and qualified instructors for use of the Flashover Prop.

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 Saint Paul.

4. Facilities designated for Burnsville 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. Burnsville agrees to defend, indemnify and hold harmless the City of Saint Paul and Saint Paul Fire from any claims made against them resulting from the use of the training facilities as described in this agreement, except for any claims resulting from negligence on the part of Saint Paul Fire. Burnsville will pay Saint Paul Fire'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 Fire.
6. This agreement will continue in full force and effect until such time as it is canceled by either party by giving sixty (60) days written notice to the other party of cancellation.
7. Burnsville will be responsible for any and all required cleanup required, as a result of this usage. Burnsville will clean the training facilities to the satisfaction of Saint Paul Fire, including the removal of all debris.

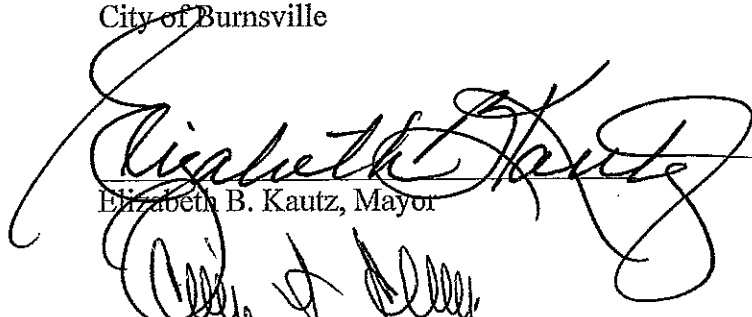
That this agreement shall be in force for one (1) year from the date noted below.

**IN WITNESS WHEREOF**, we have hereunto set our hands and seal this \_\_\_\_\_  
 day of \_\_\_\_\_, 2013.

City of Saint Paul

City of Burnsville

\_\_\_\_\_  
 Timothy Butler, Saint Paul Fire Chief

  
 Elizabeth B. Kautz, Mayor

\_\_\_\_\_  
 City Attorney

  
 Craig Ebeling, City Manager

\_\_\_\_\_  
 Director of Financial Services