JOINT POWERS AGREEMENT

THIS JOINT POWERS AGREEMENT is between Roseville Fire Department of Minnesota (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 Fire and Roseville Fire wish to detail the terms of use of Saint Paul Fire'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 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 Roseville Fire during evening and weekend hours, on the dates requested by Roseville Fire, subject to Saint Paul Fire's own prior commitments.

3. Roseville will pay City:

    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. Requestor 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 Requestor 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 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. 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 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. Roseville 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. 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.

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 seals this

_____ day of _____, 2012.

City of Saint Paul

_____
Timothy Butler, Saint Paul Fire Chief

_____
City Attorney

_____
Director of Financial Services

Roseville Fire Department

_____
Signature

Battalion Chief
Title

_____
Signature

_____
Title