

## FIRE PROTECTION AGREEMENT

THIS JOINT POWERS AGREEMENT is between the Minneapolis Park and Recreation Board (hereinafter referred to as Minneapolis”) 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 agreement pursuant to Minn Stat. § 471.59 subd. 10, sets forth the applicable terms and conditions for fire protection and emergency service.

WHEREAS, that for and in considerations of covenants and agreement herein contained, Saint Paul agrees to furnish under the terms and agreements hereinafter set forth, the equipment and personnel of its Fire Department for the protection of the Fort Snelling State Park property described as follows:

See attached map, which is incorporated by reference.

IT IS MUTUALLY AGREED by the between the parties as follows:

1. Calls for emergency response of firefighting equipment and personnel shall be directed to the Ramsey County Emergency Communications Center, 388 13<sup>th</sup> Street, Saint Paul, Minnesota, 55101, at 651-224-7371. Upon receipt of such calls, the Fire Department will dispatch such equipment and personnel as in the opinion of the officer in charge as needed. The Saint Paul Fire Chief or designee retains sole authority to withhold some or all personnel or equipment in case of an emergency with the City of Saint Paul. The determination of the Fire Chief as to what equipment and personnel shall be dispatched, withheld, or withdrawn shall be final and conclusive.
2. Saint Paul will provide the following fire protection services:
  - a) Annual fire/safety inspections on each facility
  - b) Annual fire drills in occupied buildings upon request
  - c) Response to all fire emergency requests
3. Responses for safety services besides those set forth in paragraph 2, above, such as emergency medical services (EMS), first responses for EMS, fire prevention or investigation services and hazardous materials handling are not included in this agreement.
4. Minneapolis will remit to Saint Paul a retainer or standby fee. This fee shall be in defrayment of Saint Paul’s cost in supplying a twenty-four hour per day, seven day a week response capability.  
2015 rate      \$1,950.59 + \$200.00 = \$2,150.29  
The amount each subsequent year will increase by 3%.

5. This agreement shall commence the date first above written and shall be in force and effect until December 31, 2019.
  
6. Each party agrees that it will be responsible for its own acts and/or omissions and those of its officials, employees, representatives and agents in carrying out the terms of this Agreement and the results thereof to the extent authorized by law and shall not be responsible for the acts and/or omissions of the party and the results thereof. The liability and the monetary limits of liability of Saint Paul, its officials, employees, representatives and agents shall be governed by provision of the Minnesota Torts Claims Act, Minnesota Statutes Chapter 466, et seq. and other applicable law.

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

\_\_\_\_\_ day of \_\_\_\_\_, 2015.

**City of Saint Paul**

\_\_\_\_\_  
Fire Department

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

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

\_\_\_\_\_  
Mayor

**Minneapolis Park and Recreation Board**

By: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_