

AGREEMENT

AGREEMENT made this 19th day of March, 2019 by and between the EAST METRO PUBLIC SAFETY TRAINING FACILITY, a Minnesota municipal corporation (“East Metro Public Safety Training Facility”), and the St. Paul Fire Department (“Tenant”).

1. Use Fire Training Facility. East Metro Public Safety Training Facility hereby leases to Tenant and Tenant hereby leases from East Metro Public Safety Training Facility the fire training facility located at 1881 Century Avenue North, Maplewood, Minnesota 55109.

2. Term. The Tenant may use the facility as desired for a period of one (1) year from the date of execution of the this lease, subject to availability and pursuant to the terms contained herein regarding hourly-rates, consumables, insurance, etc. Tenant shall schedule with the Training Site Coordinator for use of the facility and Tenant-use will be on a first-come-first-served basis subject to availability. This Lease may be restated and/or amended and renewed annually.

3. Fees. For the use of the East Metro Public Safety Training Facility the Tenant shall pay for time and for all consumables listed in Appendix A (tenant will pay based on the facility actually used and for consumable items actually used). A training site manager must be on-site for all training and Facility shall provide one if needed by Tenant at the rate set in Appendix A. The total cost of such rental periods shall be determined and invoiced by Maplewood Fire. Payment shall be made no more than ten (10) days following the use of the facility by the Tenant or receipt of the invoice for the use, whichever is sooner.

3a. Cancellation Fee. A cancellation fee of \$200.00 will be charged if the cancellation is made within less than 24 hours of the scheduled rental; if more than 24 hours notice is given, there will be no charge for the cancellation.

4. Insurance. Tenant shall take out and maintain until six (6) months after use of the facility general liability insurance covering personal injury, including death, which may arise out of the Tenant's use of the fire training facility and equipment owned by East Metro Public Safety Training Facility. Limits for bodily injury and death shall not be less than \$1,000,000.00 for one person or occurrence (or the tort liability limits set by legislation for municipalities, currently set at \$1,500,000.00 (Minn. Stat. § 466.04). East Metro Public Safety Training Facility shall be named as an additional insured on the policy and the Tenant shall file with East Metro Public Safety Training Facility a certificate evidencing coverage at least ten (10) days before Tenant's use of the fire training facility. The certificate shall provide that East Metro Public Safety Training Facility must be given ten (10) days advance written notice of the cancellation of the insurance.

5. Indemnification. Tenant shall hold East Metro Public Safety Training Facility, cities and its officers, employees, and agents harmless from claims made by itself and third parties for claims including, but not limited to, personal injury, wrongful death, and property damage resulting from Tenant's use of the fire training facility and equipment owned by East Metro Public Safety Training Facility. Tenant shall indemnify East Metro Public Safety Training Facility, its officers, employees, and agents for all reasonable costs, damages, judgments or expenses which East Metro Public Safety Training Facility may pay or incur in consequence of such claims, including attorney's fees. These indemnifications

are subject to the tort liability limits set by legislation for municipalities, currently set at \$1,500,000.00 (Minn. Stat. § 466.04), for those Tenants that are municipalities.

6. Maintenance. Tenant shall maintain the fire training facility and equipment owned by East Metro Public Safety Training Facility in as good a condition as it was in before its use by Tenant. Tenant shall be responsible for any damage to the fire training facility and equipment as a result of its use and shall promptly reimburse East Metro Public Safety Training Facility for any cost of repair. Tenant shall clean the facility and equipment after use by Tenant. If facility is left in disrepair or unclean Facility shall be cleaned or caused to be cleaned by the site manager and the costs involved to Tenant,

7. Policies and Procedures. The Tenant shall follow the policies and procedures adopted by East Metro Public Safety Training Facility and disseminated to all lessees.

8. Site Manager. East Metro Public Safety Training Facility shall appoint a training site manager to monitor the use of the equipment and fire training facility for Facility and for Tenants that do not have sufficient staff to perform the training and monitoring required (per section 3 above). Tenant shall comply with all instructions received from the training site manager and in cases of conflicting instruction(s), the facility's appointed site manager's decision shall be final. This shall not relieve Tenant from any other undertaking and responsibility under the terms of this Agreement or requirements of the Policies and Procedures.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

EAST METRO PUBLIC SAFETY
TRAINING FACILITY

BY: _____
EMPSTF Board Officer

TENANT:

TENANT:

TENANT:

Appendix A: East Metro Public Safety Training Facility Facility Fees and Rental Rates

Facility fees are for a **2-hour minimum** with an additional hourly rate for additional time. Rates are subject to change or review annually.

Live Burn Facility Rental	2-hour Minimum Fee	Additional Cost per Hour
*Burn Tower: Class A Live Fire <i>(Not including consumables)</i>	\$400	\$150
*Burn House: Class B Live Fire <i>(Includes Smoke/Propane)</i>	\$600	\$250
EMPSTF Site Manager <i>(Required*)</i>	\$150	\$75
Additional EMPSTF Safety Officer/Instructional Assistance	Per Hour	\$50
Facility ONLY Rental	2- hour Minimum Fee	Additional Cost per Hour
Burn Tower: Other Use	\$150	\$75
Burn House: Other Use	\$150	\$75
Drill Pad Only	\$100	\$50
Classroom	\$100	\$40
Discounts & Cancellations	Fee	
Facility Rental of 6 or more hours on a single, or consecutive days	25% Discount of Hourly rates	
Facility Cancellation Fee <i>(under 24-hours/no show)</i>	= 2 Hr. minimum not to exceed \$200	n/a
Fees - Props, Tools & Consumables		Add/Hr.
Pallets	Per Pallet	\$6/Per Pallet
Straw	Per Bale	\$10/Per Bale
Smoke Machine <i>(includes smoke fluid)</i>	Per rental session	\$50
Forcible Entry Prop	Per rental session	\$100

*EMPSTF Site Manager is required to ensure compliance with EMPSTF policies and procedures. The site manager will check the renter in and confirm acknowledgement of rules and site use needs. At completion of any training evolution, the renter will be required to do a walkthrough of the training areas used with the Training Site Manager. Confirmation of site use, consumables use, and documentation of any damage or issues will be verified at the end of the time period.

The two hour minimum fee includes time actually spent using the buildings. Payment for instructor(s) includes total time spent.

If requested, the Training Site Manager will assist with operation of Class B props if the renter does not have an approved instructor.

Appendix A:
Effective Date 4-1-2017

Appendix B

Full JPA membership

\$200 per firefighter annually. (Includes the cost of all consumables)

Hour based JPA membership cost. (Includes Propane)

0-10 Hours:
\$2500

11-25 Hours:
\$5000

26-50 Hours:
\$8000

51-80 Hours:
\$10,000

81-120 Hours:
\$12,000

120+ Hours:
\$100/Hour

Consumable costs

Fees - Props, Tools & Consumables	2-hour Minimum Fee	Add/Hr
Hand Tools	Per tool	\$10
Rescue Mannequin	\$40	\$20
Plywood or Particle Board (4' x 8' sheet)	Per Sheet	\$20/Per sheet
Pallets	Per Pallet	\$6/Per Pallet
Straw	Per Bale	\$10/Per Bale
Power Tools (<i>includes fuel cost</i>)	Per Tool	\$25
Smoke Machine (<i>includes consumables</i>)	\$100	\$25
Forcible Entry Prop	\$200	\$100
Additional EMTF Safety Officer/Instructional Assistance	Per Hour	\$50
EMTF Training Site Manager (<i>Required*</i>)	\$150	\$75