

FIRE SERVICES AGREEMENT

This Fire Services Agreement (“Agreement”) is made and entered into by and between the City of Pipestone, a Minnesota municipal corporation, (“Pipestone”) and the City of Holland, a Minnesota municipal corporation (“Holland”). Pipestone and Holland may hereinafter be referred to individually as a “Party” or collectively as the “Parties”.

RECITALS

- A. Pipestone owns and operates the Pipestone Volunteer Fire Department (“PFD”) and Holland owns and operates the Holland Fire Department (“HFD”), which provide a range of firefighting, rescue, firefighter training and first responder services to their respective cities.
- B. The Parties desire to enter into this Agreement to allow the PFD to assist the HFD with two controlled burns in Holland, for training purposes, which would include PFD firefighters and equipment, including a grass rig, a tanker and a heavy rescue truck, in accordance with the terms and conditions of this Agreement.

AGREEMENT

In consideration of the mutual promises and agreements contained herein, the parties hereby agree as follows:

- 1. **Term.** This Agreement shall commence on the date of the first controlled burn and shall expire upon the completion of the second controlled burn, unless terminated earlier as provided herein.
- 2. **Fire Services.** Pipestone agrees to provide firefighter training assistance services to Holland, consisting of two controlled burns in Holland, and agrees to make equipment available for the sole purpose of the controlled burn training, including a grass rig, a tanker and a heavy rescue truck (“Services”).
- 3. **Workers’ Compensation.** Each Party shall be responsible for injuries or death of its own personnel. Each Party will maintain workers’ compensation insurance or self-insurance coverage, covering its own personnel while they are providing the Services pursuant to this Agreement. Each Party waives the right to sue any other Party for any workers’ compensation benefits paid to its own employees or volunteer or their dependents, even if the injuries were caused wholly or partially by the negligence of any other Party or its officers, employees, or volunteers.
- 4. **Damage to equipment.** Each Party shall be responsible for damages to or loss of its own equipment. Each Party waives the right to sue any other Party for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of any other Party or its officers, employees, or volunteers.

5. **Independent Contractor.** The Parties agree Pipestone is providing the Services to Holland as an independent contractor. Pipestone and Holland have no responsibility whatsoever toward the firefighters, including any employment related issues such as training, supervision, performance reviews, discipline, compensation, benefits, insurance coverages, compliance with any employment related federal, state, and local laws and rules such as OSHA, ERISA, RLSA, FMLA, or any other employment related issues.
6. **Insurance Requirements.** The Parties shall maintain general liability insurance applicable to the delivery of the Services.
7. **Indemnification.** To the extent allowed by law, Holland agrees to defend and indemnify Pipestone against any claims brought or actions filed against Pipestone, or any of their officers, employees, or volunteers, for injury to, death of, or damage to the property of any third person or persons, arising from Pipestone's performance under this Agreement. Under no circumstances, however, shall the Holland be required to pay on behalf of itself and Pipestone, any amounts in excess of the limits on liability established in Minnesota Statutes, chapter 466 applicable to any one party. The limits of liability for Holland and Pipestone may not be added together to determine the maximum amount of liability for the Holland. The intent of this subdivision is to impose on the Holland a limited duty to defend and indemnify the Pipestone for claims arising out of the performance of this Agreement subject to the limits of liability under Minnesota Statutes, chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts between the Parties and to permit liability claims against both Parties from a single occurrence to be defended by a single attorney.
8. **No Waiver.** Nothing herein shall be construed to waive or limit any immunity from, or limitation on, liability available to either Party, whether set forth in Minnesota Statutes, chapter 466 or otherwise.
9. **Modifications.** This writing contains the entire agreement between the Parties and no alterations, variations, modifications, or waivers of the provisions of this Agreement are valid unless reduced to writing, signed by both Pipestone and Holland, and attached hereto.
10. **Termination.** This Agreement may be terminated at any time during its term by mutual agreement of the Parties. Either Party may terminate this agreement by personally serving a written notice of termination on the other party.
11. **Service Contract.** This is a service contract. The Parties do not intend to undertake or create, and nothing herein shall be construed as creating, a joint powers agreement, joint venture, or joint enterprise between the Parties.
12. **Minnesota Law Governs.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in the State of Minnesota, Pipestone County.

13. **Severability**. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or otherwise unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective on the date indicated above.

City of Pipestone

City of Holland

Mayor

Mayor

City Administrator

City Clerk

Date

Date