

JOINT POWERS AGREEMENT FOR THE PROVISION OF FIRE PROTECTION SERVICES

I. Parties. This Agreement is dated the _____ day of _____, 2020, and is entered into, pursuant to the provisions of the Minnesota Joint Power Act, Minn. Stat. §471.59, by and between the Cities of Blaine (herein “Blaine”), Mounds View (herein “Mounds View”), and Spring Lake Park (herein “Spring Lake Park”), collectively herein “Cities”, each such City being a municipal corporation and political subdivision of the State of Minnesota.

II. Purpose and Background. It is the Cities’ general purpose under this Agreement to cooperate in providing fire protection services to their residents. This purpose may be effectuated through the acquisition, construction, furnishing, and betterment of land, building, and equipment for municipal fire protection, firefighting, and related public safety and welfare purposes; the contracting for and payment of such capital costs, services and related expenses; and the taking of all other action desirable or necessary in connection therewith. The Cities have a history of cooperating with one another in providing fire protection, most recently pursuant to a certain Contract to Furnish Fire Protection Service (the “Contract”) which each of the Cities executed with Spring Lake Park Fire Department, Inc. in 1986. Under the Contract, the Fire Company provides fire protection and other public health and safety services, equipment, and personnel; and each of the Cities is responsible from year to year for its respective share of the cost thereof pursuant to the Formula (the “Formula”) set out in Exhibit “A” attached hereto. Under this Agreement, Cities anticipate that equipment and other property currently owned by the Fire Company will be acquired by the Cities; that the Cities will acquire additional land, buildings, and other equipment and property for the fire protection and related public health and safety purposes; that the Cities will in turn by contract make available such property to appropriate service providers, including the Fire Company; and that the Cities will share the respective costs thereof pursuant to the Formula and as further provided in paragraph III (D) of this Agreement. All property acquired pursuant to this Agreement is hereinafter referred to as the “Property”.

III. Terms. Now, therefore, in a reliance upon and in consideration of the mutual undertakings herein expressed, Blaine, Mounds View, and Spring Lake Park agree as follows:

- (A) **Exercise or Powers:** The Cities shall exercise such power as may be necessary or convenient to effectuate the purposes of this Agreement, in the manner herein prescribed, or as may otherwise be agreed upon from time to time. The Cities shall strictly account for and disburse all receipts and expenses under this Agreement and shall own all of the Property as provided in paragraph III (E) hereof.
- (B) **Creation and Composition of Administrative Committee.** An Administrative Committee comprised of the three chief administrative officers of the Cities is hereby established. The Blaine City Manager shall maintain the files and records of the Committee.

(C) Duties of Administrative Committee. The Administrative Committee's duties shall include, but not be limited to, the following:

1. To administer the terms and provisions of this Agreement.
2. To periodically review fire service contract proposals submitted by providers of fire protection and to make recommendations to the Cities regarding the terms of such proposals.
3. To periodically review the Cities' requirements for firefighting equipment or land and buildings to be used for fire protection services and to make recommendations to the Cities regarding the purchase, sale, maintenance, or lease of such firefighting equipment, land or buildings.
4. To review the annual budget for fire protection services to the Cities, to make recommendations thereon to the Cities, and to administratively monitor the execution of the approved annual budget for fire protection services.

(D) Sharing of Costs. All costs incurred pursuant to this Agreement, including annual operating costs, capital costs, and annual debt service on any bonds or other obligations hereafter issued pursuant to this Agreement; shall be borne by the Cities in their respective shares, as determined by the Formula from year to year. Mounds View and Spring Lake Park agree to pay to Blaine, as and when requested, annual debt service on bonds or other obligations issued pursuant to this Agreement.

(E) Ownership of Property. Property shall be held nominally in the name of the City of Blaine, but each of the Cities shall have a percentage ownership interest in the Property, which percentage shall vary from time to time and equal that City's "Historical Share" hereinafter described. For the year 1970 through 1990 the total capital costs under the Contract and its predecessor agreements or arrangements amounted to \$1,332,566, of which Blaine contributed \$857,694 (64.36%), Mounds View contributed \$294,205 (22.08%), and Spring Lake Park contributed \$180,667 (13.56%). Those Historical Shares shall be recomputed for each year based upon each Cities' additional contributions made pursuant to this Agreement.

(F) Consent and Approval. For purposes of determining majority consent at the Administrative Committee level, or at the City Council level, each City shall have voting rights which equal its percentage share under the formula at the time such decision is made, with each such decision being made on the basis of 50% plus approval.

(G) Bonding. For the purpose of defraying the expense of the acquisition, construction, furnishing, and betterment of land, building, and equipment for municipal fire protection and firefighting purposes, the Cities believe it to be in their best interest that approximately \$4,450,000 of bonds be issued. It is anticipated that such bonds

would be issued by Blaine and would be general obligations of that City. Each City's share of the debt service on such bonds, or on any other obligations issued pursuant to this Agreement, shall from year to year equal that City's Formula percentage for that year multiplied by the total amount of the debt service due on such obligations in said year. No bonds shall be issued or other capital costs incurred under this Agreement without the majority consent and approval of the Cities, as described in paragraph III (F) above. The annual budget for fire protection services to the Cities under this Agreement shall be presented for review and approval to each of the City Councils; provided, however, that in making all decision under tis Agreement, including those described above, the Administrative Committee shall make recommendations

(H) Duration of Agreement. This Agreement shall remain in effect for an indefinite term.

(I) Termination of Agreement. This agreement shall be terminated within one year after the City Council of one of the Cities notifies the other Cities by resolution of its intent to withdraw from participating in this Joint Powers Agreement. The notice of intent to withdraw must be given one year in advance of the proposed termination date. Upon receipt of a notice of intent to withdraw, the Administrative Committee shall make all the necessary arrangements to sell or dispose of the firefighting equipment and land or buildings acquired pursuant to this Joint Powers Agreement. The Cities shall obtain an appraisal of the firefighting equipment and land and buildings acquired pursuant to this Joint Powers Agreement to determine the depreciated value of the Property. If the Cities cannot agree on the appointment of an appraiser, the Chief Judge of the Tenth Judicial District shall appoint the appraiser. The appraised assets shall be disposed of in the following priority:

1. In the event that the remaining two cities intend to continue to participate in this Agreement, the remaining Cities would purchase the interest of the withdrawing City and proportionately share the cost of purchase. For example, if Spring Lake Park withdrew, Blaine's current ownership interest is 64.36% and Mounds View's is 22.08%. Therefore, Blaine would be responsible for 64.36/86.44; or 74.46% of the purchase, and Mounds View would be responsible for 22.08/86.44; or the remaining 25.54% of the buyout. The remaining Cities shall, within 90 days of the date of the termination of this Agreement, or pursuant to a mutually agreed upon payment schedule, pay the withdrawing City its share of the appraised value of the Property.
2. If one City withdraws and either of the remaining Cities does not wish to participate in the purchase of the withdrawing City's share as described in paragraph 1, the failure to participate shall be an election by that City to also withdraw. The remaining City can then either elect to liquidate the property, or elect to purchase the share of the withdrawing Cities. In the event of a purchase, the remaining City shall, within 90 days of the date of termination of this Agreement, or pursuant to the mutually agreed upon payment schedule, pay the withdrawing Cities their share of the appraised value of the Property.

3. If none of the Cities wish to purchase the Property, the Property shall be sold. Any distribution of the proceeds of the disposition of any Property and the return of any other assets arising pursuant to this Agreement shall be made to each of the Cities in proportion to its Historical Share as it exists at the time of such disposition.

(J) Miscellaneous. This Agreement shall be effective as of the date that all of the Cities shall have approved and executed this Agreement, which shall be governed by law of the State of Minnesota, and may be executed in any number of counterparts, each of which shall constitute an original hereof. In the event that any provision of the Agreement is declared unlawful or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect to the same extent as though said provision did not appear herein.

IN WITNESS WHEREOF, THE Cities of Blaine, Mounds View, and Spring Lake Park, Minnesota, have duly authorized and execution of and have duly executed this Agreement by their authorized representatives, respectively.

City of Blaine, Minnesota

Dated:

By: _____
Its Mayor

By: _____
Its City Manager

Pursuant to authority granted by Blaine
Resolution No. _____, adopted the
_____ day of _____,
2020.

City of Mounds View, Minnesota

Dated:

By: _____
Its Mayor

By: _____
Its City Administrator

Pursuant to authority granted by
Mounds View Resolution No. _____,
adopted the _____ day of _____,
2020.

City of Spring Lake Park, Minnesota

Dated:

By: _____
Its Mayor

By: _____
Its City Administrator

Pursuant to authority granted by
Spring Lake Park Resolution No. _____,
adopted the _____ day of
_____, 2020.

EXHIBIT A

Payment for the services provided by the Fire Department shall be as follows:

(A) The annual cost for fire protection to the City shall be determined using the following formula ("Formula"):

$$A.C. = \frac{(F.C. + A.V.)}{(2)} \times (O.C. - O.R.)$$

A.C. Annual Cost

F.C. The percentage that the total number of Fire Calls to the City for the previous three years bears to the total number of Fire Calls to the Cities of Spring Lake Park, Blaine and Mounds View for the same period.

A.V. The percentage that the previous year Assessed Valuation (unadjusted tax capacity valuation) of the City bears to the total Assessed Valuation (unadjusted tax capacity valuation) of the Cities of Spring Lake Park, Blaine and Mounds View.

O.C. Total Budgeted Operating Cost, including debt service, as approved by the Cities.

O.R. Budgeted Non-City Revenues to include only other contract funds.

JOINT POWERS AGREEMENT FOR
THE PROVISION OF FIRE PROTECTION SERVICES

I. Parties. This Agreement is dated the 11th day of December, 1990, and is entered into, pursuant to the provisions of the Minnesota Joint Powers Act, Minn. Stat. §471.59, by and between the Cities of Blaine (herein "Blaine"), Mounds View (herein "Mounds View"), and Spring Lake Park (herein "Spring Lake Park"), collectively herein "Cities", each such City being a municipal corporation and political subdivision of the State of Minnesota.

II. Purpose and Background. It is the Cities' general purpose under this Agreement to cooperate in providing fire protection services to their residents. This purpose may be effectuated through the acquisition, construction, furnishing, and betterment of land, buildings, and equipment for municipal fire protection, firefighting, and related public safety and welfare purposes; the contracting for and payment of such capital costs, services, and related expenses; ~~and the taking of all other actions desirable or necessary in connection~~ therewith. The Cities have a history of cooperating with one another in providing fire protection, most recently pursuant to a certain Contract to Furnish Fire Protection Service (the "Contract") which each of the Cities executed with Spring Lake Park Fire Department, Inc., a Minnesota nonprofit corporation (the "Fire Company"), in 1986. Under the Contract, the Fire Company provides fire protection and other public health and safety services, equipment, and personnel; and each of the Cities is responsible from year to year for its respective share of the cost thereof pursuant to the Formula (the "Formula") set out in Exhibit "A" attached hereto. Under this Agreement, the Cities anticipate that equipment and other property currently owned by the Fire Company will be acquired by the Cities; that the Cities will acquire additional land, buildings, and other equipment and property for fire protection and related public health and safety purposes; that the Cities will in turn by contract make available such property to appropriate service providers, including the Fire Company; and that the Cities will share the respective costs thereof pursuant to the Formula and as further provided in paragraph III(D) of this Agreement. All property acquired pursuant to this Agreement is hereinafter referred to as the "Property".

III. Terms. Now, therefore, in reliance upon and in consideration of the mutual undertakings herein expressed, Blaine, Mounds View, and Spring Lake Park agree as follows:

(A) Exercise of Powers. The Cities shall exercise such powers as may be necessary or convenient to effectuate the

purposes of this Agreement, in the manner herein prescribed, or as may otherwise be agreed upon from time to time. The Cities shall strictly account for and disburse all receipts and expenses under this Agreement and shall own all of the Property as provided in paragraph III(E) hereof.

(B) Creation and Composition of Administrative Committee. An Administrative Committee comprised of the three chief administrative officers of the Cities is hereby established. The Blaine City Manager shall maintain the files and records of the Committee.

(C) Duties of Administrative Committee. The Administrative Committee's duties shall include, but not be limited to, the following:

1. To administer the terms and provisions of this Agreement.
2. To periodically review fire service contract proposals submitted by providers of fire protection and to make recommendations to the Cities regarding the terms of such proposals.
3. To periodically review the Cities' requirements for firefighting equipment or land and buildings to be used for fire protection services and to make recommendations to the Cities regarding the purchase, sale, maintenance, or lease of such firefighting equipment, land or buildings.
4. To review the annual budget for fire protection services to the Cities, to make recommendations thereon to the Cities, and to administratively monitor the execution of the approved annual budget for fire protection services.

(D) Sharing of Costs. All costs incurred pursuant to this Agreement, including annual operating costs, capital costs, and annual debt service on any bonds or other obligations hereafter issued pursuant to this Agreement, shall be borne by the Cities in their respective shares, as determined by the Formula from year to year. Mounds View and Spring Lake Park agree to pay to Blaine, as and when requested, annual debt service on bonds or other obligations issued pursuant to this Agreement.

(E) Ownership of Property. Property shall be held nominally in the name of the City of Blaine, but each of

the Cities shall have a percentage ownership interest in the Property, which percentage shall vary from time to time and equal that City's "Historical Share", hereafter described. For the years 1970 through 1990 the total capital costs under the Contract and its predecessor agreements or arrangements amounted to \$1,332,566, of which Blaine contributed \$857,694 (64.36%), Mounds View contributed \$294,205 (22.08%), and Spring Lake Park contributed \$180,667 (13.56%). Those Historical Shares shall be recomputed for each year based upon each Cities' additional contributions made pursuant to this Agreement.

(F) Consent and Approval. For purposes of determining majority consent at the Administrative Committee level, or at the City Council level, each City shall have voting rights which equal its percentage share under the Formula at the time such decision is made, with each such decision being made on the basis of 50% + approval.

(G) Bonding. For the purpose of defraying the expense of the acquisition, construction, furnishing, and betterment of land, buildings, and equipment for municipal fire protection and firefighting purposes, the Cities believe it to be in their best interest that approximately \$4,450,000 of bonds be issued. It is anticipated that such bonds would be issued by Blaine and would be general obligations of that City. Each City's share of the debt service on such bonds, or on any other obligations issued pursuant to this Agreement, shall from year to year equal that City's Formula percentage for that year multiplied by the total amount of debt service due on such obligations in said year. No bonds shall be issued or other capital costs incurred under this Agreement without the majority consent and approval of the Cities, as described in paragraph III(F) above. The annual budget for fire protection services to the Cities under this Agreement shall be presented for review and approval to each of the City Councils; provided, however, that in making all decisions under this Agreement, including those described above, the Administrative Committee shall make recommendations.

(H) Duration of Agreement. This Agreement shall remain in effect for an indefinite term.

(I) Termination of Agreement. This Agreement shall be terminated within one year after the City Council of one of the Cities notifies the other Cities by resolution of its intent to withdraw from participating in this Joint Powers Agreement. The notice of intent to withdraw must be given one year in advance of the proposed termination date. Upon

receipt of a notice of intent to withdraw, the Administrative Committee shall make all the necessary arrangements to sell or dispose of the firefighting equipment and land or buildings acquired pursuant to this Joint Powers Agreement. The Cities shall obtain an appraisal of the firefighting equipment and land and buildings acquired pursuant to this Joint Powers Agreement to determine the depreciated value of the Property. If the Cities cannot agree on the appointment of an appraiser, the Chief Judge of the Tenth Judicial District shall appoint the appraiser. The appraised assets shall be disposed of in the following priority:

1. In the event that the remaining two Cities intend to continue to participate in this Agreement, the remaining Cities would purchase the interest of the withdrawing City and proportionately share the cost of purchase. For example, if Spring Lake Park withdrew, Blaine's current ownership interest is 64.36% and Mounds View's is 22.08%. Therefore Blaine would be responsible for $64.36/86.44$, or 74.46% of the purchase, and Mounds View would be responsible for $22.08/86.44$, or the remaining 25.54% of the buy out. The remaining Cities, shall, within 90 days of the date of the termination of this Agreement, or pursuant to a mutually agreed upon payment schedule, pay the withdrawing City its share of the appraised value of the Property.

2. If one City withdraws and either one of the remaining Cities does not wish to participate in the purchase of the withdrawing City's share, as described in paragraph 1, the failure to participate shall be an election by that City to also withdraw. The remaining City can then either elect to liquidate the Property, or elect to purchase the share of the withdrawing Cities. In the event of a purchase, the remaining City shall, within 90 days of the date of termination of this Agreement, or pursuant to a mutually agreed upon payment schedule, pay the withdrawing Cities their share of the appraised value of the Property.

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(I) Miscellaneous. This Agreement shall be effective as of the date that all of the Cities shall have approved and executed this Agreement, which shall be governed by law of the State of Minnesota, and may be executed in any number of counterparts, each of which shall constitute an original hereof. In the event that any provision of this Agreement is declared unlawful or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect to the same extent as though said provision did not appear herein.

IN WITNESS WHEREOF, the Cities of Blaine, Mounds View, and Spring Lake Park, Minnesota, have duly authorized the execution of and have duly executed this Agreement by their authorized representatives, respectively.

City of Blaine, Minnesota

Dated: November 15, 1990

(SEAL)

By: 
Its Mayor

By: 
Its City Manager


Pursuant to authority granted by Blaine Resolution No. 90-318, adopted on the 15th day of November, 1990.

City of Mounds View, Minnesota

Dated: October 22, 1990

(SEAL)

By: 
Its Mayor

By: 
Its City Clerk-Administrator

Pursuant to authority granted by Mounds View Resolution No. 4003, adopted on the 12 day of October, 1990.

City of Spring Lake Park,
Minnesota

Dated: November 19, 1990

By: *Harley Wells*
Its Mayor

(SEAL)

By: *Ronald B. Zurek*
Its City Clerk-Treasurer

Pursuant to authority granted
by Spring Lake Park Resolution No.
90-60, adopted on the 19th
day of November, 1990.

EXHIBIT A

Payment for the services provided by Fire Department shall be as follows:

- (a) The annual cost for fire protection to the City shall be determined using the following formula.

$$A.C. = \frac{(F.C. + A.V.)}{(2)} \times (O.C. - O.R.)$$

A.C. - Annual Cost

F.C. - The percentage that the total number of Fire Calls to the City for the previous three years bears to the total number of Fire Calls to the Cities of Spring Lake Park, Blaine and Mounds View for the same period.

A.V. - The percentage that the previous year Assessed Valuation (unadjusted tax capacity valuation) of the City bears to the total Assessed Valuation (unadjusted tax capacity valuation) of the Cities of Spring Lake Park, Blaine and Mounds View.

O.C. - Total Budgeted Operating Cost, including debt service, as approved by the Cities.

O.R. - Budgeted Non-City Revenues - to include only other contract funds.

**CONTRACT TO FURNISH FIRE PROTECTION SERVICE
TO THE CITIES OF BLAINE, MOUNDS VIEW AND SPRING LAKE PARK**

PROLOGUE

The intent of this contract is to continue the ongoing relationship of 40 years between the Cities of Blaine, Mounds View, Spring Lake Park, and the Spring Lake Park Fire Department, Inc.; and to maintain the present mutual understanding thereby lending continuity, stability and credibility to the volunteer fire fighters to the end that they will continue to serve and maintain the high level of dedication and enthusiasm that presently exists.

This agreement is effective the 1st day of January, 1994 and is entered into by and between the Cities of Blaine, Mounds View, and Spring Lake Park, collectively referred to herein as "Cities", each of which is a municipal corporation and political subdivision of the State of Minnesota, and the Spring Lake Park Fire Department, Inc., a Minnesota nonprofit corporation, hereinafter referred to as "Fire Department".

WITNESSETH:

WHEREAS, the Cities of Blaine (herein "Blaine"), Mounds View (herein "Mounds View"), and Spring Lake Park (herein "Spring Lake Park") are parties to a Joint Powers Agreement for the Provision of Fire Protection Services, dated December 11, 1990 (herein referred to as the "Joint Powers Agreement"); and

WHEREAS, nothing in this contract shall be construed in any manner to alter the existing legal relationship between the Cities of Blaine, Mounds View, and Spring Lake Park, or between any or all of the Cities and the Fire Department.

WHEREAS, the purpose of the Joint Powers Agreement has been and is to be effectuated in part through the acquisition, construction, furnishing and betterment of land, buildings and equipment for municipal fire protection, fire fighting, and related public health and welfare purposes; and

WHEREAS, the Cities enter into this contract pursuant to authority stated in their charters and applicable statutory provisions, and the Fire Department enters into this Agreement pursuant to authority of its Articles of Incorporation and By-Laws; and

WHEREAS, the Cities own certain land, buildings and other equipment and property used for fire protection and related public health and safety purposes; and

WHEREAS, the Cities and Fire Department intend that ownership of certain equipment, land, buildings and other property currently owned by the Fire Department will be conveyed to the Cities; and

WHEREAS, the Cities will by lease make available such property and equipment to the Fire Department; and

WHEREAS, the Fire Department is located in the Cities of Spring Lake Park and Blaine, and maintains a fully-equipped volunteer fire department which includes the necessary personnel, trucks, fire fighting equipment, and other appurtenances to provide fire protection service to the Cities; and

WHEREAS, the Fire Department needs and requires payments by the Cities and others to cover its estimated costs of operation for providing fire protection in the Cities.

NOW, THEREFORE, in consideration of the representations, warranties and agreements herein contained, and the considerations hereinafter set forth, the parties hereto agree as follows:

ARTICLE 1

Conveyance of Property

1.1 The Fire Department shall convey all its real property by warranty deed and all its equipment and personal property used to provide fire protection services by bill of sale to the City of Blaine, which shall hold said property pursuant to the provisions of the Joint Powers Agreement. The Fire Department shall convey such property free and clear of all encumbrances. The Cities agree to lease all such property to the Fire Department under the Lease attached hereto as Exhibit A. All such real property, equipment and personal property (excluding replaceable, low cost items of limited useful life) shall be listed on Exhibit A. The lease term shall run concurrently with this contract.

ARTICLE 2

Services Provided

2.1 The Fire Department agrees to answer all calls for fire protection and related emergency services by sending out fire fighting equipment and personnel as soon as practical to such areas within the geographic limits of the Cities as designated by the official maps of the Cities, not including Metropolitan Airports Commission property, as requested by property owners in or residents of the Cities.

2.2 The Fire Department agrees to provide fire code inspection services as requested and paid by the respective Cities.

2.3 The Fire Department agrees to furnish fire service protection and personnel and such other related emergency services as requested by property owners in or residents of the Cities for the consideration set forth below, and agrees that its fire fighters will make every reasonable effort to attend all fires and related emergency occurrences when notified thereof. Provided, however, in the event the fire fighting equipment or some part thereof with attending personnel is engaged in fighting fires or in response to emergency calls within the Cities or is engaged pursuant to the Fire Department's agreements with the Metropolitan Airports Commission, the U.S. Army, the Capital City Mutual Aid Association, the City of Fridley Fire Department, the Anoka Fire Protection Council, the City of Andover Fire Department or other mutual aid agreements with

other communities, said Fire Department will respond to the call as soon as practical. The judgment of the Fire Chief, or the officer-in-charge of the Fire Department shall be final. Provided, further, that road and weather conditions are such that the fire run can be made with reasonable safety to the personnel and equipment of said Fire Department.

ARTICLE 3

Department Organization / Methods of Operation

3.1 The Fire Department agrees to remain at all times a nonprofit corporation under Minnesota Statutes Chapter 317A. It shall be operated exclusively to combat fires, prevent fires and perform other public safety assistance such as rescue work, emergency medical attention, natural or man-made disasters, or assistance to police.

3.2 The method of operation shall be determined by the Fire Department including, but not limited to, (i) apparatus response appropriate to each type of incident or condition; (ii) emergency or routine response; (iii) manning strength per station; (iv) location of apparatus; (v) fire dispatching procedures and protocols; (vi) membership in various fire-related associations; (vii) fire fighter training procedures; and (viii) all other activities usually associated with a Fire Department.

3.3 The Fire Department is an independent contractor and its members shall not be considered employees of the Cities paid by the Cities and shall not be entitled to any benefits usually accorded to regular employees of the Cities and paid by the Cities, including, but not limited to, such items as severance pay, health and welfare insurance benefits, retirement credit, workers' compensation coverage or other benefits normally considered to be employee fringe benefits for regular employees of the Cities.

3.4 The Fire Department agrees to maintain a minimum complement of 80 trained volunteer firefighters. In the event that sufficient volunteers cannot be recruited and maintained overall or at any station, the Fire Department shall notify the Cities and, thereafter, the parties shall mutually develop a solution.

3.5 No additional permanent part-time or full-time employees shall be hired unless specifically authorized by the Fire Department budget.

ARTICLE 4

Training

The Fire Department shall at all times be in compliance with such equipment, personnel and training standards as may be required by the laws of the State of Minnesota and the Federal Government.

ARTICLE 5

Payment

Payment for the services provided by the Fire Department shall be as follows:

5.1 Each City shall pay its share of the annual cost for fire protection to the Cities, which shares shall be determined, unless otherwise agreed by the Cities, using the following formula:

$$A.C. = \frac{(F.C. + A.V.)}{(2)} \times (O.C. - O.R.)$$

A.C. Annual Cost

F.C. The percentage that the total number of fire calls to each City for the previous three years bears to the total number of fire calls to the Cities of Spring Lake Park, Blaine, and Mounds View for the same period.

A.V. The percentage that the Assessed Valuation (unadjusted tax capacity valuation) of each City bears to the total Assessed Valuation (unadjusted tax capacity valuation) of the Cities.

O.C. Total Budgeted Operating Cost as approved by the Cities.

O.R. Budgeted Non-City Revenues - to include only other contract funds.

5.2 The annual amount determined in 5.1 shall be paid in nine monthly installments by the 15th of each month as follows:

January - March	16% per month
April - September	8 2/3% per month

ARTICLE 6

Determination of Fire Department Budget

6.1 The annual Fire Department budget shall consist of the entire cost of operation of the Fire Department including the costs incurred by the Fire Department in financing the special fund of the Spring Lake Park Firemen's Relief Association, which shall be determined pursuant to the provision of Minnesota Statute 69.774.

6.2 Funds from non-City sources, including payments from the MAC, United States Army and mutual aid agreements shall serve as an offset against amounts required to be contributed by the Cities to the Fire Department Budget.

6.3 The Cities' Administrative Committee shall serve as a budget review committee. On or before June 15 of each year the Fire Department shall submit to the Cities' Administrative Committee a copy of the annual budget request for the succeeding year.

6.4 The Fire Department agrees to submit to the Cities a quarterly budget report and a copy of the Fire Department's annual financial report, as prepared by its certified public accountant, no later than June 15 of each year.

6.5 Since the operating expenses of the Fire Department are largely a function of the number and magnitude of fire calls which cannot be accurately predicted, and since unexpected or increased expenses can result from emergencies and other unforeseen circumstances causing expenditures in excess of anticipated and budgeted amounts, it is agreed that if it is determined at any time by the Fire Department and confirmed by the Cities that budgetary appropriations are or will not be sufficient to cover such unexpected or increased expenses, the Cities shall pay to the Fire Department each City's pro rata share (according to 5.1) of the funds necessary to meet the unexpected expenses.

6.6 It is agreed that continuity of fire protection services constitutes a top priority for the allocation of the Cities' financial resources. In the event of any annual revenue shortfall in one or more of the Cities, it is agreed that the Fire Department operating budget may be reduced on the same basis as budgets for other services involved in exercise of the safety services of the Cities; provided that (i) the Fire Department's basic financial needs will be met by the Cities and (ii) the application of any operating budget reductions will be determined by the Fire Department.

ARTICLE 7

Term and Renewability

7.1 This contract shall replace all previous fire protection service contracts between the respective Cities and the Fire Department. The term of this contract shall be for 10 years from January 1, 1994 to December 31, 2003. The contract shall be effective upon execution and shall be automatically renewed for successive 10-year periods on the same terms and conditions contained herein unless either party gives a six-month written notice to terminate this contract or renegotiate any portion thereof within the last year of any 10-year increment of this contract. In the event the term of this contract expires prior to the execution of a subsequent contract and during the time in which negotiations between the parties are proceeding there shall be a 90-day grace period commencing on the date of such expiration during which this contract shall continue in full force and effect.

ARTICLE 8

Payment of Operational Costs and Insurance

8.1 The Fire Department shall maintain insurance of the following types:

- (a) Workers' Compensation
State of Minnesota - Statutory
Employer's Liability
- (b) Comprehensive General Liability (including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage; Contractual)
Bodily Injury: \$1,000,000
\$1,000,000 products and completed operations.
- (c) Personal Injury Liability (with employment-related exclusions deleted)
Limit: \$1,000,000 per occurrence
- (d) Comprehensive Automobile Liability/Physical Damage (owned, non-owned, hired)
Bodily Injury: \$600,000 per person, per occurrence
Property Damage: \$600,000 per occurrence
- (e) Errors and Omissions
Limit: \$1,000,000 per occurrence
- (f) Excess Liability
Limit: \$1,000,000 per occurrence (aggregate)
- (g) Crimes Coverage \$150,000

The Cities of Blaine, Mounds View, and Spring Lake Park shall be named as additional insureds.

Insurance certificates evidencing that the above insurance is in force shall be submitted to the City of Blaine. The insurance certificates shall specifically provide that a certificate shall not be modified, canceled, or non-renewed except upon thirty (30) days prior written notice to the Cities.

ARTICLE 9

Duty of Care

The Fire Department shall not be liable in any way to the Cities or any inhabitant or property owner thereof, or to any other person, firm, or corporation for failure of said Fire Department to attend or put out a fire, except to the extent of its applicable insurance coverages.

ARTICLE 10

Benefit

This contract shall be binding upon and inure to the benefit of the successor of the Cities and the Fire Department. In the event the Joint Powers Agreement between the Cities is terminated, negated or no longer in force, each of the Cities shall become a party to a separate agreement with the Fire Department on the same terms and conditions as the then existing Contract to Furnish Fire Protection Service between the Cities and the Fire Department.

ARTICLE 11

Notices

Any notice required or permitted to be given under this contract shall be given in writing, and shall be sent by mail to the registered address of the Fire Department, the Administrative Committee or the Cities.

ARTICLE 12

Choice of Law

The provisions of this contract shall be construed in accordance with the laws of the State of Minnesota.

ARTICLE 13

Headings and Captions

The headings and captions of the paragraphs and articles of this contract are inserted for convenience or references only and shall not constitute a part hereof.

ARTICLE 14

Entire Agreement

This contract contains the entire understanding between the Cities and the Fire Department concerning the subject matter hereof, and the provisions applicable thereto cannot be amended, altered, enlarged, supplemented, abridged, modified, extended, or waived except in writing duly signed by all the parties hereto.

ARTICLE 15

Counterparts

This contract may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

ARTICLE 16
Miscellaneous

16.1 The Fire Department shall maintain fire stations and equipment leased from the Cities in good order and repair, subject to normal wear and tear, and in compliance with all state, federal and National Fire Department Association regulations for the maintenance and use of such stations and equipment.

16.2 The Cities shall indemnify and hold harmless the Fire Department and, only to the extent of its applicable insurance coverages, the Fire Department shall indemnify the Cities, and their respective volunteers and employees from any claims, suits, demands or causes of action arising out of loss or damage caused to a person, persons, or property by reason of the negligent acts or omissions of the respective parties' officers, employees or agents.

16.3 It is agreed that the Fire Department may contract to provide fire protection services to entities other than the Cities only upon the express authorization of the Cities, except for agreements existing at the date of this contract with the MAC, the U.S. Army, the Capital City Mutual Aid Association, the City of Fridley Fire Department, the Anoka Fire Protection Council, the City of Andover Fire Department or other mutual aid agreements.

IN WITNESS WHEREOF, the parties hereto have executed this contract effective the day and year first-above written.

CITY OF BLAINE, MINNESOTA:

By: _____
Its Mayor

By: _____
Its City Manager

Pursuant to authority granted by Blaine
Resolution No. _____ adopted on
the _____ day of _____, 1993.

CITY OF MOUNDS VIEW, MINNESOTA:

By: _____
Its Mayor

By: _____
Its Clerk/Administrator

Pursuant to authority granted by Mounds
View Resolution No. _____ adopted on
the _____ day of _____, 1993.

**CITY OF SPRING LAKE PARK,
MINNESOTA:**

By: _____
Its Mayor

By: _____
Its Clerk/Treasurer

Pursuant to authority granted by Spring
Lake Park Resolution No. _____ adopted
on the _____ day of _____, 1993.

**SPRING LAKE PARK FIRE
DEPARTMENT INC.:**

By: _____

By: _____

EXHIBIT A

AMENDMENT NO. 1
TO CONTRACT TO FURNISH FIRE PROTECTION SERVICES
TO THE CITIES OF BLAINE, MOUNDS VIEW AND SPRING LAKE PARK

This Amendment is effective the 24th day of July, 1996 and is entered into by and between the cities of Blaine, Mounds View and Spring Lake Park (collectively, the "Cities"), each of which is a municipal corporation and political subdivision of the state of Minnesota, and the Spring Lake Park Fire Department, Inc., a Minnesota nonprofit corporation (the "Fire Department").

WHEREAS, the Cities and the Fire Department are parties to the Contract to Furnish Fire Protection Services to the Cities of Blaine, Mounds View and Spring Lake Park dated as of January 1, 1994 (the "Contract"); and

WHEREAS, the Cities and the Fire Department desire to amend the Contract as provided herein.

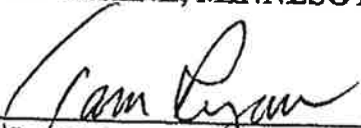
NOW, THEREFORE, and consideration of the representations, warranties and agreements herein contained, and the considerations hereinafter set forth, the parties hereto agree that Section 3.4 of the Contract is hereby amended and restated as follows:

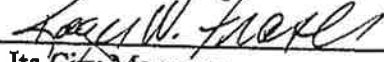
3.4 The Fire Department agrees to maintain a minimum complement of 60 trained volunteer firefighters. In the event that sufficient volunteers cannot be recruited and maintained overall or at any station, the Fire Department shall notify the Cities and, thereafter, the parties shall mutually develop a solution. For the purposes of this Section 3.4, the term "firefighters" shall mean all personnel that are volunteers, including chiefs, prevention personnel and suppression personnel.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment effective the day and year first-above written.

CITY OF BLAINE, MINNESOTA:

Dated: July 18, 1996

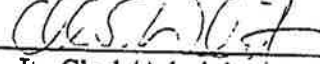
By: 
Its Mayor Pro Tem

By: 
Its City Manager

CITY OF MOUNDS VIEW, MINNESOTA:


Dated: June 24, 1996

By: 
Its Mayor

By: 
Its Clerk/Administrator

**CITY OF SPRING LAKE PARK,
MINNESOTA:**

Dated: 7-1-96

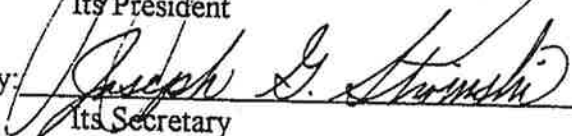
By: 
Its Mayor

By: 
Its Clerk/Treasurer

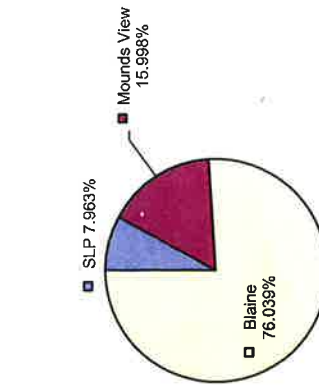
**SPRING LAKE PARK FIRE
DEPARTMENT INC.:**

Dated: July 24, 1996

By: 
Its President

By: 
Its Secretary

	2019	2020 Proposed	Inc/Percent
Budget, MV Share	\$ 451,351 16.373%	\$ 464,451 15.998%	\$ 13,100 2.90%
Budget, SLP Share	\$ 220,369 7.994%	\$ 231,180 7.963%	\$ 10,811 4.91%
Budget, Blaine Share	\$ 2,084,958 75.633%	\$ 2,207,549 76.039%	\$ 122,591 5.88%
Budget	\$ 2,756,678	\$ 2,903,180	\$ 146,503 5.31%



City	2020	2019	2018	2017	2016
SLP	7.963%	7.994%	8.692%	8.655%	8.608%
MV	15.998%	16.373%	16.158%	15.819%	16.099%
Blaine	76.039%	75.633%	75.150%	75.526%	75.293%

Mounds View Call, Blaine, Spring Lake Park Totals

Code	2019			2018			2017		
	Number of Calls Mounds View			Mounds View			Mounds View		
100 Fire	17			24			35		
200 Excessive Heat	0			0			1		
300 Rescue & EMS	44			19			51		
400 Hazardous, Gas Leak, etc.	24			32			39		
500 Service Call	32			32			38		
600 Good Intent, Canceled En Rou	58			45			60		
700 False Alarm	45			52			46		
800 Flood Assetment	1			2			0		
900 Citizen Complaint	0			0			0		
Total	221			206			270		

Code	2019			2018			2017		
	Blaine			Blaine			Blaine		
100 Fire	81			96			108		
200 Excessive Heat	9			9			7		
300 Rescue & EMS	275			239			236		
400 Hazardous, Gas Leak, etc.	178			151			166		
500 Service Call	111			97			74		
600 Good Intent, Canceled En Rou	338			263			195		
700 False Alarm	283			301			267		
800 Flood Assetment	0			4			6		
900 Citizen Complaint	3			1			4		
Total	1278			1161			1063		

Code	2019			2018			2017		
	Spring Lake Park			SLP			SLP		
100 Fire	12			11			13		
200 Excessive Heat	1			0			0		
300 Rescue & EMS	43			38			34		
400 Hazardous, Gas Leak, etc.	20			19			21		
500 Service Call	29			18			12		
600 Good Intent, Canceled En Rou	29			30			34		
700 False Alarm	31			17			18		
800 Flood Assetment	4			4			1		
900 Citizen Complaint	0			1			2		
Total	169			138			135		

