

**ADDENDUM TO JOINT POWERS AGREEMENT FOR THE PROVISION
OF FIRE PROTECTION SERVICES**

THIS ADDENDUM, MADE THIS ____ day of _____, 2013, by and between the Cities of Blaine, Mounds View, and Spring Lake Park, collectively herein “Cities”, each said City being a Municipal Corporation under the laws of the State of Minnesota.

WITNESSETH:

WHEREAS, The Cities entered a Joint Powers Agreement “JPA” for the provision of fire protection services on December 11, 1990. The purpose of the JPA is for the Cities to cooperate in providing fire protection services to their residents through the use of the Spring Lake Park Fire Department “Fire Department”. The JPA calls for the sharing of the costs of the operation of the Fire Department between the Cities to be calculated annually pursuant to a formula which is set forth as an Exhibit to the JPA. The term of the JPA is indefinite.

WHEREAS, the City of Blaine has entered an Agreement with the Metropolitan Airports Commission “MAC” for the provision of fire services by the Fire Department to MAC property located in Blaine. Such Agreement entitled City of Blaine/Metropolitan Airports Commission Fire Contract is hereinafter referred to as the “Fire Contract”, a true and correct copy of which is attached to hereto and incorporated herein as Exhibit A.

WHEREAS, Pursuant to the terms of the Agreement between the City of Blaine and MAC, the City of Blaine after collection of certain amounts from MAC, has agreed to pay the Fire Department \$24,000.00, per year for fire protection services to the MAC property for the ten year period ending in 2021.

NOW THEREFORE, the Cities agree as follows:

1. The Cities warrant that the recitations set forth above are incorporated herein as if fully set forth, and are a part of this Addendum.
2. Other than as expressly set forth herein, the terms of the JPA between the parties shall remain in full force and effect.
3. The Cities agree that the Fire Department Contract for Fire Protection Services may be amended to allow the Fire Department to provide fire protection services to MAC property located in Blaine.
4. The Cities agree that Blaine shall be responsible for payment for such services to the MAC property at the rate of \$24,000.00 per year for a ten year period from 2012 to 2021. The Cities agree that payment hereunder shall be made on an annual basis, and shall be received as revenue by the Fire Department prior to the Fire Departments annual allocation of costs among the Cities pursuant to the formula set forth in the JPA.
5. The Cities have agreed that this Addendum shall terminate either upon written agreement between the Cities or on December 31, 2021, whichever occurs first.
6. The Cities acknowledge they have entered into this Addendum freely and voluntarily.
7. This Addendum is made and executed under the laws of the State of Minnesota and is intended to be governed by the laws of the State of Minnesota.

IN WITNESS WHEREOF, we have set our hands and seals.

CITY OF BLAINE:

CITY OF MOUNDS VIEW

By: _____
Tom Ryan, Mayor

By: _____
Mayor

By: _____
Clark Arneson, City Manager

By: _____
City Clerk/Administrator

CITY OF SPRING LAKE PARK

By: _____
Mayor

By: _____
City Clerk-Treasurer