

**CITY OF BLAINE / METROPOLITAN AIRPORTS COMMISSION
FIRE CONTRACT**

This contract was effective January 1, 2012 (“Anniversary Date”) and is between the City of Blaine in Anoka County, Minnesota at 10801 Town Square Drive NE, Blaine, MN 55449, a Minnesota Municipal Corporation (“City”), and the Metropolitan Airports Commission, a Minnesota public corporation (“MAC”) at 6040 28th Ave. S., Minneapolis, Minnesota 55450.

WHEREAS, City and MAC each approved a Term Sheet in March 2012, that included an agreement for the City to provide fire protection services through the Spring Lake Park-Blaine-Mounds View Fire Department (“SBM Fire”) to Anoka County/Blaine Airport (“Airport”);

THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth the parties do hereby agree as follows:

1. **Services and Resources**

- a. **Fire Service.** MAC agrees to purchase from City, and City, through SBM fire, agrees to provide MAC, all firefighting and other fire-related services for all portions of the Airport:
- b. **Allocation of Resources.** The parties understand the fire department officer in charge of the particular scene shall exercise judgment to determine, in consideration of all established policies, guidelines, procedures, and practices, how best to allocate the available resources of SBM Fire under the circumstances of a given situation. Failure to provide fire services because of poor weather conditions or other conditions beyond the control of City or SBM Fire shall not be deemed a breach of this contract.
- c. **No Guarantee.** The parties understand and agree City and SBM Fire will endeavor to reasonably provide the services indicated above given the circumstances, but City and SBM Fire make no guarantees that the services it actually provides in a given situation will meet any particular criteria or standard.

The City, SBM Fire and its officers, employees and volunteer shall not be liable to the MAC or any other person for failure to furnish assistance under this agreement or for recalling assistance.

2. **Payment.** MAC agrees to pay City annually during the term of this contract the Payment Amount as follows:

- a. MAC shall pay six thousand dollars (\$6,000.00) per calendar year for fire protection services, due in January of each calendar year. The 2012 annual fee has been paid.
- b. After two hours of required response by SBM Fire, MAC shall also pay a per-call fee at FEMA rates for each call to areas of the Airport that are not under lease to Airport tenants. City shall bill MAC for the per call fees, which MAC shall pay within a reasonable time.

3. **Emergency Service Charge.** MAC, in its sole discretion, may exercise its authority to impose and collect an emergency service charge on those receiving emergency services, including fire services, at the Airport. City and SBM Fire shall have no right to, or interest

- in, any service fees collected by MAC. If MAC imposes an emergency service charge it shall provide City a list of the specific types of information it determines it needs collected in order to successfully impose and collect the charge. City shall make a good faith effort to collect the requested information for each service call to the Airport and promptly provide MAC with the information it collected.
4. **Service Territory.** City, through SBM Fire, shall provide fire services to Anoka County/Blaine Airport, which shall constitute the Service Territory for the purposes of this contract.
 5. **Term.** This contract commenced on January 1, 2012 and shall expire ten (10) years from that date unless terminated earlier as provided herein.
 6. **Ownership.** City owns the buildings and equipment associated with the fire department or contracts with an entity that own those items, and the amounts paid by MAC do not give rise to any ownership interest in, or responsibility toward, those items.
 7. **City's Responsibilities.** In addition to any other obligations described herein, City shall:
 - a. Authorize and direct SBM Fire to provide the fire services described herein to the Service Territory;
 - b. Promptly disclose to MAC any information City can reasonably anticipate will directly affect its ability to perform its obligations under this contract.
 8. **MAC's Responsibilities.** In addition to any other obligations described herein, MAC shall:
 - a. Promptly pay City the Payment Amount as indicated above for the year of service, or a prorated share of the Payment Amount for the length of service actually provided if the contract is terminated early;
 - b. Promptly disclose to City any information MAC can reasonably anticipate will directly affect its ability to perform its obligations under this contract.
 9. **Exclusions of MAC.**
 - a.) **No employment.** It is understood and agreed that MAC shall have no responsibility whatsoever toward the firefighters or other emergency personnel including any employment related issues such as training, supervision, performance reviews, discipline, compensation, benefits, insurance coverage, compliance with any employment related federal, state, and local laws and rules such as OSHA, ERISA, RLSA, FMLA, or any other employment related issues.
 - b.) **No equipment.** It is further agreed MAC has no responsibility, beyond paying the agreed upon Payment Amount, for acquiring, operating, maintaining, housing, or replacing equipment as needed to provide the fire services described herein.
 10. **Insurance Requirements.** City shall maintain general liability insurance for its services and shall include MAC as an additional insured for the term of this contract and any extensions thereof. The City shall maintain insurance equal to or greater than the maximum liability applicable to municipalities as set forth in Minnesota Statutes, Section 466.04, subd. 1, as amended. City shall also maintain inland marine, automobile, and property

insurance coverages. City shall provide MAC proof of such insurance coverages and the additional insured endorsement naming the MAC annually by the anniversary date of this contract. City shall also maintain workers' compensation coverage as required by law.

11. **Indemnification.** To the extent provided by law, City hereby indemnifies and agrees to defend, protect, and hold harmless MAC from and against any and all losses, liabilities, fines, lawsuits, charges, damages, injuries, penalties, response costs, claims, demands and actions of bodily injury or property damage whatsoever paid, incurred or asserted against, or threatened to be asserted against MAC, by reason of any and all of City operations hereunder and City shall be responsible and answerable for such damages whether or not said persons are, agents, licensees, managers, or employees of City, except when caused by the negligent or intentional act or omission of MAC. If caused by the negligent or intentional act or omission of MAC, to the extent provided by law, MAC agrees to indemnify, defend, and hold harmless City in kind as outlined hereunder. Such indemnification by each party, and the obligations hereunder, shall survive cancellation, termination or expiration of the terms of this agreement and shall not exceed the limits provided by Minn. Stat. Chapter 466, or other applicable laws.
12. **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.
13. **Modification.** 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 City and MAC, and attached hereto.
14. **Subcontracting & Assignment.** City shall not subcontract or assign any portion of this contract to another without prior written permission from MAC except that City may subcontract with SBM Fire for the provision of fire fighting services in Section 1. of this Agreement. Services provided to MAC pursuant to a mutual aid agreement that the City has, or may enter into, with another entity does not constitute a subcontract or assignment requiring prior approval of MAC so long as City remains primarily responsible for providing fire services to MAC's Service Territory.
15. **Termination.** If MAC fails to pay for the service according to the schedule established herein, City may terminate this agreement upon sixty (60) days written notice. Notice to City shall be served on the City administrator or City clerk if there is no City administrator, and notice to MAC shall be served on the Airport Manager.
16. **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.
17. **Minnesota Law Governs.** This contract shall be governed by and construed in accordance with the internal laws of the State of Minnesota. All proceedings related to this contract shall be venued in the State of Minnesota.
18. **Severability.** The provisions of this contract shall be deemed severable. If any part of this contract is rendered void, invalid, or otherwise unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this contract.

IN WITNESS WHEREOF, the parties have executed this contract on the dates indicated below.

CITY OF BLAINE

Tom Ryan
Mayor

Clark Arneson
City Manager

Date _____

METROPOLITAN AIRPORTS COMMISSION

Roy Fuhrmann
Vice President, Management & Operations

Date _____

MAC NOTARY

STATE OF MINNESOTA)
) SS
COUNTY OF HENNEPIN)

This instrument was acknowledged before me on the _____ day
of _____, 2013, by _____ as the
authorized representative of the Metropolitan Airports Commission.

(Notarial Seal)

Notary Public

CITY NOTARY

STATE OF MINNESOTA)
) SS
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of
_____, 2013, by _____, and _____ the Mayor
and City Manager of the City of Blaine, on behalf of this Municipal Corporation

(Notarial Seal)

Notary Public