



City Council Memorandum

To: Mayor Fasbender & City Council Members

From: John Townsend, Fire Chief

Date: February 13, 2024

Item: Authorize ABLE Rental Agreement

Council Action Requested:

Authorize rental agreement

Background Information:

The Department rents training facilities annually for live burn training. The agreement is for 3 separate days of live fire training at the ABLE fire training facility located in Burnsville.

Financial Impact: Budgeted training – cost \$3,960.00

Advisory Commission Discussion: N/A

Council Committee Discussion: N/A

Attachments: 1. Agreement

AGREEMENT

AGREEMENT made this 19th day of February, 20 24,
by and between the CITY OF BURNSVILLE, a Minnesota municipal corporation
("Burnsville"), and City of Hastings ("Tenant").

1. Use Fire Training Facility. Burnsville hereby leases to Tenant and Tenant hereby leases from Burnsville the fire training facility located at 12321 River Ridge Boulevard, Burnsville, Minnesota 55337.

2. Term. The Tenant may use the facility for live fire training evolutions on the 3rd, 4th, 8th day of May, 20 24, from 0900 o'clock a.m. to 1300 o'clock p.m. **Fee.** For the use of the fire training facility, the Tenant shall pay Burnsville \$250.00 per hour of use (2 hour minimum). The Tenant shall also pay \$80⁰⁰ per hour for an A.B.L.E Instructor and Monitor to be on site during the training. The total cost of the rental period of this agreement is \$ 3960.00. Payment shall be made in full at least ten (10) days before the facility is used by the Tenant. **Cancellation Fee.** A cancellation fee equivalent to the Training Officer stand-by cost must be paid if the cancellation is made within 30 days of the scheduled rental. This cancellation fee may be waived at the discretion of Burnsville when unforeseen circumstances arise.

3. Insurance. Tenant shall take out and maintain until six (6) months after use of the facility general liability insurance covering property damage, personal injury, including death, which may arise out of the Tenant's use of the fire training facility and equipment owned by Burnsville. Limits for bodily injury and death shall not be less than **\$2,000,000.00** for one person or occurrence. Burnsville shall be named as an additional insured on the policy on a primary and noncontributory basis and the Tenant shall file with

Burnsville a certificate evidencing coverage at least ten (10) days before Tenant's use of the fire training facility. The certificate shall provide that Burnsville must be given ten (10) days advance written notice of the cancellation of the insurance.

4. **Indemnification.** Tenant shall hold Burnsville/ A.B.L.E. 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 Burnsville. Tenant shall indemnify Burnsville/A.B.L.E., its officers, employees, and agents for all costs, damages, judgments or expenses which Burnsville may pay or incur in consequence of such claims, including attorney's fees.

5. **Maintenance.** Tenant shall maintain the fire training facility and equipment owned by Burnsville 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 Burnsville for any cost of repair. Tenant shall clean the facility and equipment after use by Tenant. The Tenant shall follow the policies and procedures adopted by A.B.L.E.

6. **Monitor.** A.B.L.E shall appoint a monitor from one of the A.B.L.E Fire Departments to monitor the use of the equipment and fire training facility. Tenant shall comply with all instructions received from the monitor. This shall not relieve Tenant from any other undertaking and responsibility under the terms of this Agreement. Payment shall be made at least (10) days before Tenant's use of the fire training facility.

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

CITY OF BURNSVILLE

BY: _____
Gregg Lindberg, City Manager

AND _____
B.J. Jungmann, Fire Chief

TENANT:

