



***City Council Memorandum***

TO: Mayor Fasbender & City Council Members

FROM: Alan Storlie, Fire Marshal

DATE: March 17, 2023

ITEM: Agreement for Use of Fire Safety House

Council Action Requested:

Approve agreement with the City of Rosemount for use of the fire safety house at Safety Camp.

Background Information:

The City of Rosemount and the Rosemount Fire Department own and maintain a fire safety house. The house is used at our city's annual Safety Camp to provide fire safety training to school-aged children.

Financial Impact:

None

Advisory Commission Discussion:

None

Council Committee Discussion:

None

Attachment:

Agreement for use of safety house at the city's annual safety camp

CONTRACT FOR USE OF FIRE SAFETY HOUSE

THIS AGREEMENT dated this 3<sup>rd</sup> day of April, 2023, by and between the City of Rosemount, a Minnesota municipal corporation, (hereinafter referred to as "Provider":) and City of Hastings Fire Department (hereinafter referred as "User").

## WITNESSETH:

WHEREAS, the Provider is the owner of a fire safety house which is used by the City of Rosemount for educational, instructional and training purposes relating to the education of the general public in fire safety, and the training of fire fighters that serve the City of Rosemount; and

WHEREAS, the User wishes to rent the fire safety house for the same purposes; and

WHEREAS, the parties wish to enter into agreement defining the rights and responsibilities of each party while the fire safety house is in possession and control of User herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. User shall have the use of the fire safety house during the following period of time: June 27, 2023 - 7:00 a.m. - 4:30 p.m.
2. User will pay rental and delivery charges for the use of the fire safety house at the rates specified in the attached schedule of costs. The daily rental cost will be charged for each day the fire safety house is in possession of the User, including the first and last days specified in paragraph 1. In addition to the daily rental and delivery cost, User will pay for mileage; replacement of consumables used by User, including fogging fluid, and cleaning costs for cleaning of the safety house if it is not cleaned prior to return to the Provider, in accordance with the schedule of costs attached to this agreement. User will also pay for replacement of missing items and repair or replacement of damage to the fire safety house or its equipment. The Provider will deliver the fire safety house to the following location: Hastings High School, 200 General Sieben Drive, Hastings, MN by 7:00 a.m. on Tuesday, the 27<sup>th</sup> day of June 2023, 200\_\_. User will not move the fire safety house from the location to which it is delivered by the Provider. In the event User wishes to retain the services of the Provider or its Volunteer Fire Department to move the fire safety house during the rental period or to provide any other services for operation of the fire safety house, such services and

the compensation to be paid to the Provider shall be set forth in a separate written addendum to this Agreement. VIII-03

3. It is expressly understood that during the time period of use as specified in paragraph 1 above, or until such time as the safety house is returned to Provider herein, that User has complete direction, supervision, and control over the safety house and is fully responsible for all actions taken and decisions made with regard to the use made of the fire safety house. The intended purpose of this paragraph is to shift all risk of loss for accident or injury to the User herein, while the fire safety house is in the possession and control of the User, from the time the fire safety house is delivered to the User by the City of Rosemount until the time it is retrieved by the City of Rosemount.
4. The User shall supply the Provider with a certificate of insurance for personal injury and property damage against liability for bodily injury and property damage that may occur to the fire safety house itself or that may occur to any third parties injured by the User's use of the fire safety house while in its possession, in an amount less than \$300,000.00 per person per accident, and the property damage insurance to be in an amount and in the form as may be required by the Provider. User shall not be entitled to transport or otherwise remove the fire safety house from the City of Rosemount or take possession and control of the fire safety house under the terms of this agreement until such proof of insurance is shown.
5. User shall indemnify the City of Rosemount, the Rosemount Volunteer Fire Department, and the Rosemount Fire Relief Association, their officers, agents and employees against all expenses, liabilities and claims of every kind, including reasonable counsel fees, by or on behalf of any period or entity arising out of either (1) failure by User to perform any of the terms or conditions of this agreement, (2) any injury or damage happening while the fire safety house is under the direction and control of the User under the terms of this agreement, (3) failure to comply with any law or any governmental authority, or (4) any other cause of action arising due to the use of the fire safety house by User while under its direction and control.
6. Notwithstanding any other terms of this agreement, User acknowledges that the fire safety house is to be used for instructional, educational, or the training purposes, and for no other use. It is acknowledged that User is renting the firehouse for the following purpose Safety Camp- Fire Safety Training for youth.
7. If the fire safety house becomes damaged while in the possession of the User, or is otherwise returned to Provider herein a condition from

when it was taken out, reasonable wear and tear excepted, User shall be fully responsible for the damages.

WHEREFORE, the parties have placed their hands on and seals on the date first written above.

**PROVIDER:**

**CITY OF ROSEMOUNT**

\_\_\_\_\_  
**MAYOR**

\_\_\_\_\_  
**CITY CLERK**

**USER:**

**CITY OF** Hastings \_\_\_\_\_

\_\_\_\_\_  
**MAYOR**

\_\_\_\_\_  
**CITY CLERK**

<b><i>FIRE SAFETY HOUSE</i></b>	
<b><i>SCHEDULE OF COSTS</i></b>	
<b>Daily Rental Fee</b>	<b>\$25.00 per day</b>
<b>Delivery Fee</b>	<b>\$5.00 per mile, one way</b>
<b>Fog Fluid</b>	<b>\$18.50 per liter</b>
<b>Cleaning Costs</b>	<b>\$22.50 per level</b>
<b>Rosemount Fire Department Operators</b>	<b>\$9.25 per hour, per person</b>
<b>Missing Items</b>	<b>Replacement cost</b>
<b>Damaged Items</b>	<b>Repair cost</b>
<b>Other Consumables</b>	<b>Replacement cost</b>
<b><i>Contact: Bruce Sword Rosemount Fire Department</i></b>	
<b><i>Phone 651-322-2026</i></b>	
<b><i>Email bruce.sword@ci.rosemount.mn.us</i></b>	