

**CITY OF DUNDAS
COUNTY OF RICE
STATE OF MINNESOTA**

RESOLUTION NUMBER 2018 - 20

*A Resolution Approving the First Amendment to a
Joint Powers Agreement for
Fire Protection and Rescue Services*

WHEREAS, the City of Dundas (the "City") receives fire protection and rescue services from the Northfield Area Fire and Rescue Services ("NAFRS"), a Joint Powers Association; and

WHEREAS, the City is one of the "Parties", government units which have entered into an agreement to jointly provide powers in common (the "JPA"), comprising NAFRS; and

WHEREAS, NAFRS is proposing an amendment to the JPA which will change the terms and conditions of Section 17.a describing a lease with the City of Northfield; and

WHEREAS, the JPA (Section 27.e) requires all Parties to approve, modify or deny any proposed amendment;


NOW, THEREFORE, BE IT RESOLVED that the Dundas City Council hereby approves the First Amendment to the Joint Powers Agreement Fire Protection and Rescue Services as described by NAFRS Resolution 2017-6 dated October 19, 2017, attached hereto and incorporated herein by reference as Exhibit A; and

BE IT FURTHER RESOLVED, that the Mayor and City Administrator/Clerk are hereby authorized and directed to enter into the Agreement on behalf of the City of Dundas.

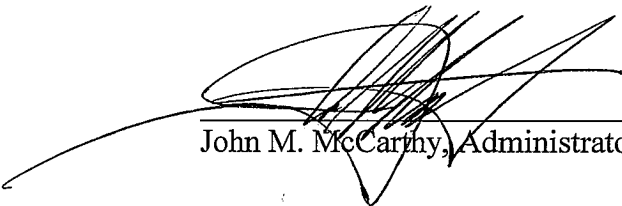
ADOPTED BY the City Council of Dundas, Minnesota, on this 23rd day of April 2018.

CITY OF DUNDAS BY:

ATTEST:



Glenn Switzer, Mayor



John M. McCarthy, Administrator/Clerk

Resolution 2018-20

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FIRST AMENDMENT TO JOINT POWERS AGREEMENT

WHEREAS, the City of Northfield (“Northfield”), the City of Dundas (“Dundas”), and the Northfield Rural Fire Protection District (“Rural Fire”), (collectively the “Parties”), pursuant to Minnesota Statutes, section 471.59, are parties to a joint powers agreement, dated April 1, 2014 (the “Agreement”), to operate and provide fire protection and rescue services to their respective residents through a joint fire department called the “Northfield Area Fire And Rescue Service” (“NAFRS”); and

WHEREAS, NAFRS is operated and managed by a joint powers board (“NAFRS Board”); and

WHEREAS, the Parties desire to amend the Agreement.

NOW, THEREFORE, the Parties hereby agree to amend the Agreement as follows:

1. Paragraph 17.a. of the Agreement is amended as follows (deleted material is crossed out; new material is underlined):

- a. **Existing Land and Buildings.** Northfield owns a fire station and land upon which it sits located at 300 W. 5th St., Northfield (the “Fire Station”), which prior to the establishment of the NAFRS was used by the City of Northfield Fire Department. ~~On the Effective Date, the Fire Station shall become the initial fire station of the NAFRS. Northfield shall remain the owner of the Fire Station and the real property upon which it is located at all times during the term of this Agreement, unless the governing body of Northfield determines in its discretion to sell the Fire Station and the real property upon which it is located.~~ Northfield shall execute a Fire Station Lease Agreement (the “lease”) with NAFRS leasing the above-referenced land and building to NAFRS for the use thereof by NAFRS for amounts to be paid by NAFRS Twenty Thousand Dollars (\$20,000.00) per year ~~rent~~ (the “rent”) as contained in the lease and in accordance with those other terms and conditions contained in the lease for the use thereof by NAFRS and paid by NAFRS to Northfield. ~~The lease can be reviewed in 10 years at the request of any of the Parties upon 90 days written notice and every 5 years thereafter.~~ Northfield shall remain the owner of the Fire Station and the real property upon which it is located at all times during the term of the lease. Any maintenance, alterations or improvements to the Fire Station shall be the financial responsibility of the NAFRS, and the NAFRS shall be responsible for managing and overseeing such maintenance, alterations or improvements. ~~Notwithstanding the foregoing, the lease term shall be for a period ending upon the dissolution of the NAFRS, the NAFRS moves to a new NAFRS fire station, or the withdrawal of Northfield from the NAFRS, whichever comes first. The rent shall be included in the NAFRS~~

~~budget. Any leasehold improvements to the Fire Station or real property upon which it is located shall remain the property of Northfield and no compensation shall be paid to the NAFRS when and if the NAFRS vacates the Fire Station.~~

~~In the event the Fire Station and/or real property upon which it is located is sold by Northfield, NAFRS shall not receive any of the proceeds from the sale, unless the governing body of Northfield determines otherwise.~~

[Signature pages to follow]

IN WITNESS WHEREOF, the Parties, by action of their respective governing bodies, have caused this First Amendment to the Joint Powers Agreement - Fire Protection and Rescue Services, dated April 1, 2014, to be executed effective as of the date of the last signatory hereto.

CITY OF DUNDAS

, Its Mayor

Date: _____

, Its City Clerk

Date: _____

IN WITNESS WHEREOF, the Parties, by action of their respective governing bodies, have caused this First Amendment to the Joint Powers Agreement - Fire Protection and Rescue Services, dated April 1, 2014, to be executed effective as of the date of the last signatory hereto.

CITY OF DUNDAS

Glenn Switzer, Its Mayor

Date: _____

John McCarthy, Its City Administrator

Date: _____

IN WITNESS WHEREOF, the Parties, by action of their respective governing bodies, have caused this First Amendment to the Joint Powers Agreement - Fire Protection and Rescue Services, dated April 1, 2014, to be executed effective as of the date of the last signatory hereto.

RURAL FIRE

_____, Its _____

Date: _____

_____, Its _____

Date: _____