

AMENDED

**CITY OF LEXINGTON
WORKSHOP AGENDA**

Thursday, May 21, 2026

**Immediately following Council meeting
City Hall**

1. Call to Order: Mayor Murphy

2. Roll Call: DeVries, Mahr, Winge and Hunt

3. Discussion Items:

A. Discuss a proposal for emergency services from SBM Fire Department. **pp.1-5**

4. Staff Input

5. Council Input

6. Adjourn

Fire Protection Services Agreement

This agreement is between the parties of the Spring Lake Park Fire Department, Inc., DBA Spring Lake Park–Blaine–Mounds View Fire Department (SBM), an independent corporation, and the City of Lexington, a city in the County of Anoka, State of Minnesota.

Whereas the City of Lexington wishes to ensure uninterrupted, high-quality fire protection services by entering into a contractual agreement with the Spring Lake Park–Blaine–Mounds View Fire Department (SBM);

Whereas the parties have agreed that the Lexington Fire Department shall cease operations and will no longer function as a governing entity effective June 1st, 2026.

Now, therefore, the parties enter into this Fire Protection Services Agreement with the intent of providing sustainable, professional fire protection services to the City of Lexington.

Scope of Work

SBM shall provide the following services:

- Structural Fire Protection
- Grass/Forest Firefighting
- General Firefighting
- Rescue
- Emergency medical response at the Basic Life Support (BLS) level
- Hazardous materials response (operations level)
- Fire Prevention education and public outreach
- Fire code enforcement, inspections, and plan review
- Participation in mutual and automatic aid agreements
- Emergency Management planning and Implementation

Staffing and Operations

SBM shall staff, operate, and maintain all apparatus, equipment, and personnel necessary to provide the services outlined in this agreement. The response will be provided by SBM's existing network of fire stations.

Fire Protection Services Agreement

Capital Assets & Facilities

- The City of Lexington shall retain ownership of all existing fire apparatus, equipment, and facilities, including the Lexington Fire Station.
- SBM shall not assume ownership, use, or operational responsibility for Lexington's existing fire apparatus, equipment, or fire station facilities.
- SBM will provide services from its existing system and will not utilize the Lexington Fire Station.
- The City of Lexington shall remain fully responsible for all costs associated with its fire station and equipment.
- The city agrees to provide SBM with a one-time capital contribution of \$700,000, representing its buy-in to the SBM system.

Financial Compensation

- 2026 (Prorated): \$345,000
- 2027 Base Contract: \$360,000
- Beginning in 2027 and beyond, annual increases or decreases shall follow the percentage adjustments established by the SBM Joint Powers Agreement (JPA) cities of Blaine, Spring Lake Park, and Mounds View.
- Payments shall be made quarterly, due on the 1st day of each calendar quarter, subject to a 1% late fee if not received by the 15th day.

Term

- Effective Date: June 1, 2026
- Term: Ten (10) years, ending May 31, 2036
- Automatic renewal unless terminated with one (1) year's written notice

Communication and Reporting

- Monthly updates to the City Administrator
- Quarterly updates to the City Council
- Additional communication as requested

Fire Protection Services Agreement

Termination

- Either party may terminate with one (1) year's written notice
- Both parties agree to ensure a smooth transition
- Financial obligations must be resolved prior to termination

Insurance and Liability

SBM shall maintain appropriate insurance coverage, including:

- General Liability
- Workers' Compensation
- Property and vehicle coverage

Indemnification & No Waiver

SBM agrees to defend and indemnify the City of Lexington against any claims brought or actions filed against the City or its officials, employees, or volunteers for injury, death, or property damage arising from SBM's performance under this contract.

Under no circumstances shall SBM be required to pay amounts exceeding liability limits established in Minnesota Statutes, Chapter 466.

Nothing in this agreement shall be construed to waive or limit any immunity or liability protections available to either party under Minnesota law.

Dispute Resolution

Should any dispute arise:

1. Parties shall engage in good-faith negotiation
2. If unresolved, the matter shall proceed to mediation
3. If still unresolved, arbitration shall occur pursuant to Minnesota Statutes Chapter 572B

Entire Agreement

This document constitutes the entire agreement between the parties and supersedes all prior agreements. Any modifications must be in writing and signed by both parties.

Fire Protection Services Agreement

Modification

No alterations or modifications are valid unless reduced to writing, signed by both parties, and attached hereto.

Minnesota Law Governs

This agreement shall be governed by the laws of the State of Minnesota.

Severability

If any provision is found invalid, the remainder of the agreement shall remain in effect.

IN WITNESS WHEREOF, the parties have executed this contract effective on the date indicated above.

Signatures

Spring Lake Park-Blaine-Mounds View Fire Department (SBM)

Name: _____

Signature: _____

Date: _____

Title: SBM Board President

SBM Fire Chief

Name: _____

Signature: _____

Date: _____

City of Lexington

Name: _____

Signature: _____

Date: _____

Title: Mayor

Fire Protection Services Agreement

City Administrator

Name: _____

Signature: _____

Date: _____