

CONTRACT FOR FIRE FIGHTING SERVICE

THIS AGREEMENT made and entered into by and between the City of Grand Rapids, a municipal corporation, of the County of Itasca and State of Minnesota, hereinafter referred to as "Grand Rapids" and the Town of Blackberry, a municipal corporation, of the County of Itasca and State of Minnesota, hereinafter referred to as Town of Blackberry.

WITNESSETH:

In consideration of the services rendered and payable to the City of Grand Rapids, Grand Rapids agrees to furnish fire fighting service to the property located in the Town of Blackberry and Grand Rapids further agrees that when called to a property located in the Town of Blackberry, fighters will make a reasonable effort to attend fires on said property subject to the following:

1. Grand Rapids has an obligation to provide protection to the property located within the City of Grand Rapids and, by contract, to other municipalities. As it is possible that the services of the Fire Department may be needed at more than one location at any time, it shall be at the sole discretion of the Fire Chief of Grand Rapids, or his/her designee,, to weigh the relative risk of life or property in the case of concurrent fires. The Fire Chief's, or the Chief's designee's, determination shall be final in servicing the fire posing the greater risk. Grand Rapids, its agents, servants or employees, is hereby absolved of liability arising from such decision by the Fire Chief.
2. Grand Rapids will obtain general liability insurance and name Town of Blackberry as an additional insured under that policy for the services provided under this contract. Grand Rapids agrees to indemnify Town of Blackberry, but only up to the insured general liability insurance limits that Grand Rapids has obtained through its general liability insurance policy, for any amounts which Town of Blackberry becomes legally obligated to pay to residents of Town of Blackberry for injuries or damages arising from Grand Rapids' failure to prevent, control or extinguish any fire or respond to any emergency response call, whether such loss or damage is caused by the negligence of the officers, agents, or employees of Grand Rapids or its Fire Department, or otherwise.
3. In responding to fire calls within the Town of Blackberry, the Grand Rapids Fire Department will furnish the number of fire fighters and fire fighting apparatus and equipment which the Fire Chief, or the Chief's designee, shall deem necessary in his/her sole discretion.
4. Grand Rapids will make no claim against the Town of Blackberry, for loss or damage of any kind whatsoever resulting from any failure to prevent, control or extinguish any fire, whether such loss or damage is caused by the negligence of the officers, agents, or employees of Grand Rapids or its Fire Department, or otherwise.

5. Grand Rapids will make no claim against the Town of Blackberry for damage to the property of Grand Rapids or personal injuries to its fire fighters while en-route to, or servicing at, or returning from fires within the Town of Blackberry.

6. The Town of Blackberry shall not enter into any agreement with any other municipality regarding the furnishing of fire fighting services to such municipality without the prior consent of Grand Rapids.

7. DURATION OF CONTRACT:

The term of this contract shall be from January 1, 2021, and continue in perpetuity unless earlier terminated as provided for hereafter. The City and/or Township shall have the right to terminate this agreement by providing, at a minimum, *twelve months* written notice by certified mail, which notice shall be sent prior to April 1st of any year, to terminate fire services to be performed *twelve months* from such date (i.e. to terminate this agreement for fire services in the year 2022, the party must provide written Notice of Termination by not later than March 31, 2021).

Payments are due July 31 and December 31 of each year of the contract.

8. CONTRACT COSTS:

In consideration of said fire services, the Township shall pay to the City an annual payment as determined by the following formula:

- A. In consideration of said fire services, the Township/City shall pay to the City an annual payment as determined by the following formula:
- Half of the Fire Department budget will be allocated on the percent of market value for the individual township based on percentage of area served, and
 - The other half of the budget would be allocated on a per fire call basis. The number of fire calls will be based on the number of calls two years previous to the contract year.
- B. In the computation of the payments due in future years, the cost shall be increased according to the Fire Department's increase in operating costs as established by the Grand Rapids City Council in the year prior to the next year that fire services will be delivered pursuant to this contract.

IN WITNESS WHEREOF the parties hereto have set their hands this 19
day of January, 2021.

CITY OF GRAND RAPIDS

ATTEST:

BY: _____
Dale Christy, Mayor

Tom Pagel, City Administrator

TOWNSHIP/CITY:

BY: Gary D Nelson

Its: Chair Supervisor

ATTEST:

[Signature]
Township Clerk

Date: 1/19/2021