
FIRE SERVICES AGREEMENT

May 1, 2023 - April 30, 2024

THIS FIRE SERVICES AGREEMENT (“**Agreement**”) is made and entered into this 1st day of May 2023 by and between the City of Marshall (“**City**”), a Minnesota municipal corporation, and _____ Township (“**Township**”), a Minnesota public corporation. City and Township may hereinafter be referred to individually as a “party” or collectively as the “parties.”

RECITALS

- A. The City has established the Marshall Fire Department (“**Fire Department**”) and is willing to provide fire services (“**Fire Services**”) to Township in accordance with the terms and conditions of this Agreement.
- B. For the purposes of this Agreement, the Fire Services provided by the Fire Department include the deployment of firefighting personnel and equipment to extinguish a fire or perform any preventative measure in an effort to protect equipment, life or property in an area threatened by fire. The term also includes the deployment of firefighting personnel and equipment to provide fire suppression, rescue, extrication, and other services related to fire and rescue as may occasionally occur. All such services are of the type provided by the Fire Department within the City.
- C. Township desires to purchase Fire Services from the City in accordance with the terms and conditions of this Agreement.

AGREEMENT

In consideration of the mutual promises and agreements contained herein, and intending to be legally bound, the parties hereby agree as follows:

- 1. Services. Township agrees to purchase from City, and City agrees to provide Township, Fire Services within Township’s service territory as described or depicted in the attached Exhibit A (“**Service Territory**”).
- 2. Compensation. Township shall pay City \$_____ (which is \$_____ per section) (“**Payment Amount**”) on or before May 1, 2023 for the Fire Services provided under this Agreement. The Payment Amount is based on the formula calculation for this time period as summarized in the attached Exhibit B. Successive years under the formula shown in Exhibit B are for estimation purposes only and are subject to change.
- 3. Service Charge.
 - (a) The parties agree City may charge those receiving Fire Services within Township the service fees and charges identified in the attached Exhibit C (collectively, the “**Service**”

Charge”). City shall be responsible for directly billing and collecting the Service Charge from the recipients of the Fire Services. Township delegates to City such authority as may be needed for City to impose and collect the Service Charge from those receiving Fire Services within Township. If the party receiving Fire Services did not request the services, but a fire or other situation existed which the City determined necessitated the provision of Fire Services, the party will be charged and billed for the applicable Service Charge. City will bill all recipients of Fire Services in Township regardless of whether such services are covered by the party’s insurance. Any portion of the Service Charge billed that is not covered by a party’s insurance remains a debt of the party receiving the Fire Services.

- (b) The Service Charge billed by City is due and payable within 30 days of the date of the invoice. If the Service Charge is not paid by that time, it becomes delinquent and City will send notice of delinquency and charge a 1.5% administrative penalty on the unpaid balance.
- (c) If any portion of the Service Charge remains unpaid 30 days after sending the notice of delinquency, City will use all practical and reasonable legal means to collect the Service Charge. The party subject to the Service Charge receiving Fire Services shall be liable for all collection costs incurred by the City including, but not limited to, reasonable attorney fees and court costs.
- (d) The City may certify any unpaid Service Charge to the County Auditor for collection on the recipient’s property taxes as provided in law. The County Auditor is responsible for remitting to the City all charges collected from such certified amounts, together with any applicable penalties and interest.

- 4. Allocation of Resources. The parties understand the Fire Department officer in charge of the particular emergency scene shall exercise judgment to determine, in consideration of all the established policies, guidelines, procedures, and practices, how best to allocate and reallocate the Fire Department’s personnel and equipment under the circumstances of a given situation. It is further understood City has entered into, and will from time to time enter into, similar arrangements with other townships and municipalities within the area and that calls will generally be responded to in order in which they are received by the City. Failure to provide Fire Services because resources are already deployed, poor weather conditions, or other conditions beyond the control of City shall not be deemed a breach of this Agreement.
- 5. No Guarantee. The parties understand and agree City will endeavor to reasonably provide Fire Services given the circumstances, but City makes no guarantees that the Fire Services it provides in a given situation will meet any particular criteria or standard. The City and its officers, employees, and volunteer shall not be liable to Township or any other person for failure to furnish assistance under this Agreement or for recalling assistance.
- 6. Term. The term of this Agreement is from May 1, 2023 through April 30, 2024, unless terminated earlier as provided herein.
- 7. Ownership. City owns the buildings and equipment associated with the Fire Department and the amounts paid by Township under this Agreement do not give rise to any ownership interest

in, or responsibility toward, those items of City property.

8. City's Responsibilities. In addition to any other obligations described herein, City agrees to:

- (a) Maintain equipment, personnel and related training and certifications to provide Fire Services within the Service Territory; and
- (b) Authorize and direct the Fire Department to provide the Fire Services described herein within the Service Territory when dispatched to provide such services.

9. Township's Responsibilities. In addition to any other obligations described herein, Township shall:

- (a) Pay City the Payment Amount as indicated above for the term of this Agreement by or before the date indicated herein; and
- (b) It is understood and agreed Township shall have no responsibility whatsoever toward the firefighters or other emergency personnel including any employment related issues such as training, supervision, performance reviews, discipline, compensation, benefits, insurance coverages, compliance with any employment related federal, state, and local laws and rules such as OSHA, ERISA, RLSA, FMLA, or any other employment related issues. It is further agreed Township has no responsibility, beyond paying the agreed upon Payment Amount, for acquiring, operating, maintaining, housing, or replacing equipment as needed to provide the Fire Services described herein.

10. Insurance Requirements. City shall maintain general liability insurance related to the Fire Services provided under this Agreement. City shall maintain insurance equal to or greater than the maximum liability applicable to municipalities as set forth in Minnesota Statutes, Section 466.04, subd. 1, as amended. City shall also maintain inland marine, automobile, and property insurance coverages. City shall also maintain workers' compensation coverage as required by law.

11. Indemnification. City agrees to defend and indemnify Township against any claims brought or actions filed against Township or any officer, employee, or volunteer of Township for injury to, death of, or damage to the property of any third person or persons, arising from City's performance under this Agreement for Fire Services. Under no circumstances, however, shall City be required to pay on behalf of itself and Town, any amounts in excess of the limits on liability established in Minnesota Statutes, Chapter 466 applicable to any one party. The limits of liability for Township and City may not be added together to determine the maximum amount of liability for City. The intent of this subdivision is to impose on City a limited duty to defend and indemnify Township for claims arising out of the performance of this Agreement subject to the limits of liability under Minnesota Statutes, Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts between the parties and to permit liability claims against both parties from a single occurrence to be defended by a single attorney.

12. No Waiver. Nothing herein shall be construed to waive or limit any immunity from, or limitation on, liability available to either party, whether set forth in Minnesota Statutes, Chapter 466 or otherwise.
13. Modification. This writing, including the recitals and exhibits which are incorporated in and made part of this Agreement, contains the entire agreement between the parties and no alterations, variations, modifications, or waivers of the provisions of this Agreement are valid unless reduced to writing, signed by both City and Township, and attached hereto.
14. Subcontracting & Assignment. City shall not subcontract or assign any portion of this Agreement to another without prior written permission from Township. Services provided to Township pursuant to a mutual aid agreement City has, or may enter into, with another entity does not constitute a subcontract or assignment requiring prior approval of Township so long as City remains primarily responsible for providing Fire Services within the Service Territory.
15. Termination. If Township fails to pay City the Payment Amount as provide herein, City may terminate this Agreement 60 days after providing Township a written notice of termination.
16. Service Contract. This is a service contract. The parties do not intend to undertake or create, and nothing herein shall be construed as creating, a joint powers agreement, joint venture, or joint enterprise between the parties.
17. Minnesota Law Governs. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Minnesota. All proceedings related to this contract shall be venued in Lyon County, Minnesota.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers the day and year first above written.

City of Marshall

By _____.
Mayor of Marshall

By _____.
City Administrator

Attest: _____
City Clerk

_____ **Township**

By _____
Chairperson

Attest: _____
Clerk

Date of Signing

EXHIBIT A
Township Service Territory

EXHIBIT B
Fire Service Fee Summary

[attached hereto]

EXHIBIT C
Fees and Charges

Fee Description	Fee in dollars (\$)
Fire/rescue call	1000.00
After 5 hours, incident billing will follow the Southwest/West Central fire department association mutual aid agreement.	
Hazardous material trailer	750.00 plus cost of supplies and materials used.
Pumping fuel or gas (if tank compromised or immediate danger to life or environment)	1.00 per gallon in and out (48 hours to pick up) If not picked up in 48 hours, owner will be assessed cost of removal by the hazardous waste contactor.
Fire calls caused by negligence billed on the following cost of equipment and personnel:	
<u>Equipment</u>	
Rescue Truck	125.00 per hour
1500 GPM Engine	295.00 per hour
1000 GPM Engine	200.00 per hour
Ladder truck	750.00 for initial first hour, 250.00 per hour thereafter
Tanker	160.00 per hour
Grass rig	125.00 per hour
Hazardous material (Haz-Mat) trailer	125.00 per hour
Water auger with engine or tanker	150.00 per hour
UTV	85.00 per hour
Mileage to organizations outside the Southwest/West Central fire department Mutual aid agreement.	1.75 per mile
Any tools/equipment damaged/destroyed due to the call for service will be assessed at the actual cost to the owner or responsible party of the call for service.	
<u>Supplies</u>	
AFFF Foam	150.00 per pail or higher based on market price
AR-AFFF Foam	200.00 per pail or higher based on market price
Floor dry	15.00 per bag
55 gallon steel drum with lid (fuel removal)	135.00 per barrel
8" x 10 ft. absorbent boom	145.00 per boom
4'X8' Plywood	\$25.00 per sheet
<u>Other</u>	
Natural gas hits	750.00 per call
Automatic fire alarm activation	750.00 (3 rd call and after within a 72 hour period OR 3 business days, until functional)
Education trailer (upon request and subject to availability of resources).	150.00 per day to all departments Mileage will be charges to organizations outside the Lyon County Mutual Aid area at a fee of 1.75 per mile
Fire Chiefs call for service (officer's pages)	100.00 per hour
Personnel	25.00 per firefighter / per hour

1. The term "negligence" is defined as disregard or failure to reasonably have taken actions or care that would have pre-empted the hazardous situation that required emergency fire and rescue response.