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# FIRE PROTECTION AGREEMENT

**May 1, 2022- April 30, 2023**

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THIS AGREEMENT, made this 1<sup>st</sup> day of May, 2022 between the City of Marshall, party of the first part, and the Township of (Township) County of Lyon and State of Minnesota, party of the second part, WITNESSETH:

## Section 1. Purposes and Intent.

- (A) The party of the first part has been requested to provide “fire service” as defined to include any deployment of firefighting personnel and/or 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. It also includes the deployment of firefighting personnel and/or equipment to provide fire suppression, rescue, extrication, and any other services related to fire and rescue as may occasionally occur.

## Section 2. Services and Conditions.

- (A) The City of Marshall will maintain equipment, personnel and related training and certifications to provide full fire and related rescue response to the party of the second part as legally described in the attached Exhibit A.
- (B) The City of Marshall agrees to respond promptly to all calls or help within the territory to be serviced, but it is understood that the City of Marshall has entered into and will from time to time enter into similar arrangements with other townships and municipalities within its trade territory and that calls will be responded to in order in which they are received by the party of the City of Marshall; and it can respond to only one call at a time; and that in any event neither the City of Marshall nor any officer or employee thereof shall be liable to the party of the second part to any persons within the territory of such party of loss or damage of any kind whatsoever resulting from a failure to furnish or delay in furnishing fire-fighting equipment and personnel, or either of them, or 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 the City of Marshall or its fire department, or otherwise.

### Section 3. Term and Rates.

- (A) The party of the first part for a period of 1 year beginning on **May 1, 2022**, will, subject to the terms and conditions of this agreement, service all of the territory within the limits of the second party as legally described in Exhibit A, thereof, furnishing for that purpose the above described fire-fighting equipment for a consideration of **\$(amount)** which is **\$xxxx** per section for the period **May 1, 2022 through April 30, 2023** to be paid on or before **May 1, 2022**. The basis of the fee is upon the formula calculation for this time period as summarized in the attached Exhibit B. Successive years under the formula in Exhibit B are for estimated purposes and subject to change.
- (B) In addition to the foregoing, additional fees as summarized in the attached Exhibit C apply.
- (C) All collected fire charges will be City of Marshall funds and used to offset the expenses of the fire department in providing fire services.

### Section 4. Billing and Collection.

- (A) The party of the second part agrees to pay to the City of Marshall as compensation for all fire service furnished pursuant to this agreement the sum specified in Section 3(A) thereof and to make a town fire protection tax levy or otherwise provide funds in any amount sufficient to pay the party of the first part the compensation agreed upon above.
- (B) Parties requesting or receiving fire services will be billed directly by the City of Marshall. Additionally, if the party receiving fire services did not request services but a fire or other situation exists which, at the discretion of the City of Marshall requires fire service, the party will be charged and billed according to the sum specified in Section 3 (B). All parties will be billed whether or not covered by a party's insurance. Any billable amount of the fire service charge not covered by a party's insurance remains a debt of the party receiving the fire service.
- (C) Parties billed for fire service will have thirty (30) days to pay. If the fire service charge is not paid by that time, it will be considered delinquent and the City will send notice of delinquency and charge a 1.5% administrative penalty on the unpaid balance.
- (D) If the service charge remains unpaid for 30 days after this notice of delinquency is sent, the City will use all practical and reasonable legal means to collect the fire service charge. The party receiving fire service shall be liable for all collection costs incurred by the City

including, but not limited to, reasonable attorney fees and court costs.

(E) If the fire service charge remains unpaid for 30 days after the notice of delinquency is sent, the City of Marshall Council may also, on or before October 15 of each year, certify the unpaid property for collection with property taxes. The County auditor is responsible for remitting to the City all charges collected on behalf of the City of Marshall. The City of Marshall must give the property owner notice of its intent to certify the unpaid service charge by September 15.

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

Executed in the presence of:

City of Marshall, Minnesota

By \_\_\_\_\_.  
Mayor of Marshall

By \_\_\_\_\_.  
City Administrator

ATTEST: \_\_\_\_\_.  
City Clerk

TOWNSHIP OF CLIFTON.

By \_\_\_\_\_.  
Chairman of the Board

By \_\_\_\_\_.  
Its Clerk

\_\_\_\_\_  
Date signed by Township

**EXHIBIT A**  
**SERVICE AREA DESCRIPTION**