

**AGREEMENT FOR
FIRE DEPARTMENT MANAGEMENT SERVICES
BETWEEN
THE CITY OF BETHEL, MINNESOTA AND
THE CITY OF ST. FRANCIS, MINNESOTA**

This agreement (“Agreement”) is made and entered into this ____ day of _____, 2023 by and between the City of St. Francis, a Minnesota municipal corporation (“St. Francis”) and the City of Bethel, a Minnesota municipal corporation (“Bethel”). The Cities will collectively be referred to as the parties.

WHEREAS, St. Francis has a Fire Chief and person designated by Fire Chief (collectively “Fire Officials”); and

WHEREAS, St. Francis and Bethel are committed to obtaining efficiencies in providing services to their respective citizens through the use of shared service arrangements; and

WHEREAS, the parties have held discussions and determined that it is in the best interest of both Cities to have the St. Francis Fire Officials and appropriate St. Francis staff provide Fire Department Management services to Bethel in addition to their duties for St. Francis; and

WHEREAS, this Agreement will detail the terms of that shared service.

NOW THEREFORE, in consideration of the premises and good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **PURPOSE.** The purpose of this Agreement is for Bethel to purchase Fire Department Management services from St. Francis.
2. **SERVICES TO BE PROVIDED.** The Fire Officials will provide the following services to the City of Bethel:
 - a. **Fire Chief and Administrative Captain.** Fire Officials will perform the job duties of Fire Chief and Captain and meet the professional expectations that are set forth in the City of St. Francis’ Proposal for Fire Department Management which is attached hereto as Exhibit A and incorporated herein by reference. In addition, as part of this Agreement, the Fire Chief shall also perform the duties of

Emergency Management Coordinator for the City of Bethel until such time as the Mayor of the City of Bethel designates another individual to that position.

- b. **Firefighters.** Firefighters will be staffed as identified in the St. Francis Management and Policies Agreement dated [May 15, 2023].
 - c. **Bethel Facilities and Fleet.** City of Bethel will maintain Facilities and Fleet for issues concerning maintenance, repair, replacement and fuel. This will include the monthly utilities, registrations and costs associated with the ownership of these items.
3. **COVENANT OF DILIGENCE AND GOOD FAITH.** Fire Officials agree to perform their respective duties and job responsibilities diligently, in good faith, and to the best of their ability. Fire Officials further agree to be loyal to the Bethel Fire Department and to support its mission and goals.
- a. **Subject to the Authority of the Bethel City Council.** Fire Officials are subject to the authority of the Bethel City Council in matters relating to the Bethel Fire Department facilities and equipment. St. Francis shall retain full authority regarding all personnel and management matters of the Department. .
 - b. **Hours worked at each City.** The parties acknowledge that the Fire Officials shall divide their time as needed between St. Francis and Bethel. If either party requires Fire Officials to work a set number of hours, the parties agree to meeting in good faith to negotiate the number of hours the Fire Officials shall work at each respective City.
 - c. **Time Commitment.** Due to the unique nature of the Fire Department management functions, it is understood and agreed that in order to properly perform the job required, the Fire Officials may have to expend additional time beyond the normal work day, and the Fire Officials agree to do the same as required.
 - d. **Attendance at Bethel Meetings.** Fire Officials are expected to work the number of hours necessary to perform their respective job duties and to meet the professional expectation of the job. It is understood that the position of Fire Chief or designated person may require attendance at evening meetings. Fire Officials agree to devote, at a minimum, that amount of time and energy which is reasonably necessary for the Fire Officials to faithfully perform the duties under this Agreement. When requested, the Fire Chief may attend Bethel City Council meetings quarterly and work sessions as needed.

- e. **Allocation of Resources.** The parties understand the Fire Officials or their designee in charge of the particular scene shall exercise judgement to determine, in consideration of all the established policies, guidelines, procedures, and practices, how best to allocate the available resources of the fire department under the circumstances of a given situation.
 - f. **Compliance with Industry Standards.** The parties understand and agree the City of St. Francis will endeavor to reasonably provide the services of the Fire Officials indicated above in accord with industry standards.
4. **TERM.** The term of this Agreement shall be from the date first above stated through December 31, 2026 or until such time as this Agreement is terminated pursuant to paragraph 10.
5. **COMPENSATION.**
- a. St. Francis shall be paid the total sum of \$45,674 for Fire Department Management Services related to this Agreement in 2024. St. Francis shall be entitled to an amount of \$31,750 for 2025 and \$32,522 for 2026. St Francis shall invoice and Bethel shall pay the bill in two equal semi-annual installments due after the first City Council meeting in February and August of each year of this Agreement.
6. **EMPLOYMENT STATUS.** Fire Officials and St Francis Fire Fighters are employees of St. Francis and will remain employees of St. Francis while performing services under this Agreement. No tenure of any rights or benefits, including medical or health insurance coverage, sick leave, vacation leave, severance pay or other benefits available to Bethel employees will accrue to the Fire Officials under this agreement unless specifically stated. Payment of wages as well as payroll deductions for PERA, taxes, unemployment insurance, health insurance, disability insurance, or worker's compensation will be made by the City of St. Francis as required by law.
7. **INSURANCE AND LIABILITY.**
- a. **Insurance.** While attending to Bethel matters, the Fire Officials will be insured by Bethel under its insurance coverages including commercial general liability not less than the limitations of liability under Minnesota Statute, Section 466.04, as it may be amended from time to time, or a successor statute. St. Francis will also carry similar insurance on the Fire Officials.
 - b. **Liability of St. Francis.** St. Francis agrees to defend and indemnify Bethel and its employees, officials, volunteers and agents from and against all claims, actions, damages, losses and expenses arising out the Fire Officials' performance or

failure to perform their duties under this Agreement except where such a claim, action, damage, loss and expense is attributable to a specific direction from Bethel or its employees, officials, agents or representatives.

- c. **Liability of Bethel.** Bethel agrees to defend and indemnify St. Francis and its employees, officials, volunteers and agents from and against all claims, actions, damages, losses and expenses arising out the Fire Officials' performance or failure to perform their duties under this Agreement except where such a claim, action, damage, loss and expense is attributable to a specific direction from St. Francis or its employees, officials, agents or representatives

8. **WARRANTIES.** In performing services under this Agreement, the St. Francis warrants and represents that the Fire Officials will exercise that degree of skill and care that a professional Fire Officials would exercise under the same or similar circumstances. St. Francis further warrants and represents that the Fire Officials have and will maintain all necessary licenses and certifications necessary to perform the terms and conditions of this Agreement.

9. **DISPUTE RESOLUTION.** The parties shall cooperate and use their best efforts to ensure that the various provision of this Agreement is fulfilled. The parties agree to act in good faith to undertake resolution of disputes, in an equitable and timely manner and in accordance with the provisions of this Agreement. If disputes cannot be resolved informally by the parties, the following procedures shall be used:
 - a. **Mediation.** Whenever there is a failure between the parties to resolve a dispute on their own, the parties shall first attempt to mediate the dispute. The parties shall agree upon a mediator, or if they cannot agree, shall obtain a list of court-approved mediators from Anoka County District Court Administrator and select a mediator by alternately striking names until one remains. St. Francis shall strike the first name followed by Bethel, and shall continue in that order until one name remains.

 - b. **Litigation.** If the dispute is not resolved within 30 days after the end of mediation proceedings, the parties may litigate the matter. Each party will be responsible for all of their own costs associated with such litigation.

 - c. **Termination.** In addition to the remedies outlined in this Paragraph, an ongoing dispute may also be resolved by terminating the Agreement as outlined in paragraph 10.

10. TERMINATION/EXTENSIONS.

- a. **Termination.** This Agreement may be terminated by the party desiring that the Agreement be terminated providing sixty (60) days written prior notice to all other parties any time after December 31, 2025. Cause is not required for such termination. Payment for services rendered will be through the date of termination as identified in the written notifications. However, notwithstanding any other provision of this Agreement, Bethel may immediately terminate this Agreement for cause at any time if either of the Fire Officials or City Administrator commit a “Major Offense” as outlined in Section 11 of the St. Francis Personnel Policy.

In the event of termination, Bethel shall be refunded pro rata any pre-paid Fire Service Management Fees, alternately, St. Francis shall be paid on a pro rata basis for any services rendered prior to the date of termination.

- b. **Extension.** This Agreement may be extended beyond the time designated in Paragraph 3 of this Agreement by written agreement of all of the parties hereto which written agreement will contain any amendment of the existing terms of this Agreement. In the event that the Agreement is not formally extended by written agreement and services continue, the terms of this Agreement will continue to apply until Termination noted in paragraph 10(a) or the parties enter into a written extension Agreement.
- c. **JPA parties will work in good faith to explore and enter into a Joint Powers Agreement (JPA) by December 21, 2026.** Cost of the creation of the Joint Powers Agreement and any related bylaws shall be split equally between St. Francis and Bethel.

11. OWNERSHIP AND INSPECTION OF DOCUMENTS.

All documents including electronic data prepared under this Agreement will be the property of Bethel and will be collected and maintained in a manner as deemed appropriate by Bethel.

- a. **Records Availability and Retention.** The books, records, documents and accounting procedures and practices of the Fire Officials and St. Francis staff relevant to this Agreement are subject to examination by Bethel or its designated representative and the Legislative Auditor or State Auditor as appropriate. The Fire Officials and both parties to this Agreement will be bound under the provisions of the Minnesota Data Practices Act and will maintain records in a fashion consistent with Minnesota Statutes, Chapter 13.

12. GENERAL PROVISIONS.

- a. **Entire Agreement.** This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the parties and contains the entire agreement.
- b. **Amendments.** Any modifications or amendment to this Agreement shall require a written agreement signed by all parties.
- c. **Notice.** Any notice, statement or other written documents required to be given under this Agreement shall be considered served and received if delivered personally to the other party, or if deposited in the U. S. First Class mail, postage prepaid, as follows:

City of St. Francis
City Administrator
23340 Cree Street NW
St. Francis, MN 55070

City of Bethel
City Clerk
23860 Dewey St. PO Box 64
Bethel, MN 55005

- d. **Captions.** Captions or heading contained in this Agreement are included for convenience only and form no part of this Agreement between the parties.
- e. **Waivers.** The waiver by any party of any breach or failure to comply with any provision of this Agreement by another party shall not be construed as, or constitute a continuing waiver of such provisions or a waiver of any other breach of or failure to comply with any other provisions of this Agreement.
- f. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
- g. **Savings Clause.** If any court finds any portion of this Agreement to be contrary to law or invalid, the remainder of this Agreement will remain in full force and effect.
- h. **Successors and Assigns.** St. Francis shall not have any right to assign, transfer, or sublet its interest or obligations hereunder with the written consent of Bethel. However, nothing in this subparagraph shall prevent St. Francis from providing

Bethel with a substitute for the incumbent Fire Officials in the event of the Fire Officials' absence or separation.

- i. **Interpretation.** The laws of the State of Minnesota will govern as to the interpretation, validity, and effect of this Agreement.

IN WITNESS, the parties hereto have executed this Agreement the day and year first above stated

CITY OF BETHEL

CITY OF ST. FRANCIS

Todd Miller
Mayor

Joe Muehlbauer
Mayor

Ginger Berg
City Clerk

Kate Thunstrom
City Administrator

Exhibit A

Fire Management and Administrative Services:

Fire Management

- 1) Management Services
 - a) Services to including day to day management of the fire department and emergency response model for the city of Bethel
 - b) Including collaboration with Anoka County Sheriff's Office, elected officials and all other city departments.
 - c) Provide a strong leadership presence
 - d) Create a culture of open dialogue with elected officials
 - e) Develop partnerships with surrounding communities
- 2) Training management and coordination
 - a) Develop and implement internal (monthly department trainings) and external (outside courses) training program which meets the annual training requirements for competency and certification levels for Fire, EMS, and Emergency Management.
- 3) Data collection, compilation, and analysis
 - a) Develop a comprehensive data recording and reporting process for calls for service, attendance, trends, and patterns of emergency operations.
 - b) Present quarterly reports and monthly comparisons to the elected officials
- 4) Code Enforcement
 - a) Build a fire safety program for commercial business that focuses on safety of facilities and employees in a non-confrontational manner.
 - b) Create lasting mutual beneficial relationships with the business owners regarding fire and safety planning.
 - c) Ensure that permit burns, recreational fires, egress and access to facilities and fire alarms and fire suppression systems meet community-based standards
 - d) Create, implement and perform public education programs for community families and business
- 5) Policy Development
 - a) Develop policies and procedures consistent with industry standards with input from staff and city stake holders
 - b) Create policies that are fair, firm and square
- 6) Policy Implementation
 - a) Implement policies and procedures with a consistent training plan reflective of desired expectations and performance.
 - b) Ensure that capabilities are reflective of the policies and procedures

- 7) Policy Enforcement
 - a) Create a culture of accountability throughout the organization
 - b) Appoint qualified, mission focused leaders to facilitate organization goals
 - c) Address personnel concerns in a timely fashion with respect

- 8) Personnel Development, management, recruitment, retention
 - a) Identify current certification levels and create opportunities for advancement
 - b) Identify pathways for educational experiences
 - c) Create a work environment based on trust, community and input
 - d) Develop strategies of engagement for staff to take ownership within the organization

- 9) Asset Management – inventory, maintenance
 - a) Create an inventory record of assets with a replacement and maintenance plan
 - b) Ensure assets are being maintained in accordance with regulatory compliance (OSHA, NIOSH, NFPA)

- 10) Capital Equipment – inventory, maintenance and planning
 - a) Identify capital equipment needs and create a long-term budget strategy for acquiring apparatus, SCBA, turnouts, and other high dollar expenditures
 - b) Engage elected officials input regarding funding strategies and needs
 - c) Implement a continuous inventory and status reports for major equipment

- 11) Organizational Strategic Planning
 - a) Create, develop and implement a department based on community driven core values
 - b) Create structural plans for the organization based on community growth ensuring that department capabilities meet future needs

- 11) Emergency Management
 - a) Manage the Emergency Operations plan for the city of Bethel in cooperation with the Anoka County Sheriff, City Staff, and Elected Officials

- 12) Operations and Maintenance efficiencies
 - a) Identify short term equipment needs
 - b) Provide a budgeting process to acquire and replacement equipment with in its expected life span
 - c) Implement maintenance processes and policies to ensure equipment remains functional
 - d) Conduct annual review of policies and procedures in regards to industry standards

- 14) Staffing increase and responsiveness increase
 - a) Identify appropriate staffing levels for the fire department
 - b) Hire, train and retain appropriate staffing levels
 - c) Create a reporting systems, monthly and quarterly for city staff and elected officials

Total Fire Management\$5,000 (per year for 3 years)

Administrative Services

- 1) Perform Payroll Services, payables –
 - a) Deductions, timesheets, paychecks, record keeping
- 2) Overall Department Financial Management Recommendations and Review
 - a) Quarterly Expenditures Reporting
 - b) Capital Planning and Financing review and recommendations
 - i) Buildings, fleet, equipment, etc.
- 4) Human Resources consulting and policy, recommendations, implementation
- 5) Investigations, complaint review, disciplinary recommendations, etc.

Administrative Services\$3,500.00

SUB TOTAL\$8,500.00

***Proposal will include an additional flat rate annually for personnel cost Bethel, such as fire fighter pay, training costs, equipment costs, and all other normal operating expenditures**

Call, Officer, Training Payroll.....\$10,000.00

Equipment.....\$1,500.00

****Pension Contribution (For Fighters with a Bethel address or station assignment) \$500.00 per FF**

Capital Contribution.....\$1,500.00

Total Contract Cost Year 1..... \$25,000

Public Safety Funds.....\$20,674

Total 1st Year Cost.....\$45,674

Bethel to utilize all Public Safety Funds allocated by the State of Minnesota 2023 Legislative Package to offset on-going operational cost of Fire Protection and Service provided by St. Francis over the 3 year contract period in the amount of \$20,674.00, in addition to the total Year 1 contract fees.

Total Contract Cost Year 2..... \$31,750

(Plus additional Capital Contribution and 3% increase, 2nd installment of Fire Management Fees)

Total Contract Cost Year 3.....\$32,522

(Plus additional Capital Contribution and 3% increase, 3rd installment of Fire Management Fees)

Bethel to retain ownership of the Fire Station and Apparatus and will be responsible for cost of maintenance, testing, repairs and utilities. To include but not limited to pump testing, hose testing, ladder testing, annual maintenance on fleet, and repairs of the building and fleet. Including PSDS fees for Anoka County.

This contract is subject to an annual increase of 3% per year, for the life of the contract.

***Capital Contribution will increase in the amount of \$1,000.00 annually.**

****Pension assumption is based off of the current Bethel roster of 7 firefighters.**

*****Bethel State Fire Aid to be allocated to the St. Francis Fire Department PERA SVF Account**