

# City of Parkers Prairie, Minnesota

## Fire Service Contract



This contract is made and entered into this **1<sup>st</sup> day of March, 2022** (“Anniversary Date”) between the City of Parkers Prairie, Ottertail County, Minnesota, a public corporation (“City”), and Eastern Township, Ottertail County, Minnesota, a public corporation (“Township”).

**For the Contract Period of April 1, 2022 through March 31, 2023.**

In consideration of the mutual promises and agreements hereinafter set forth the parties do hereby agree as follows:

1. **Fire Service.** Township agrees to purchase from City, and City agrees to provide Township, the following *fire and rescue-related services*:

- ✓ External Structural Firefighting
- ✓ Interior Structural Firefighting
- ✓ First Responder Level of Emergency Medical Services to Fire Scenes
- ✓ First Responder Level of Emergency Medical Services to Rescue Scenes
- ✓ Grass/Forest Firefighting
- ✓ Vehicles & Equipment Firefighting
- ✓ Carbon Monoxide Calls
- ✓ Other Non-Structural Firefighting
- ✓ Vehicle & Equipment Extrication
- ✓ General Search & Rescue
- ✓ Hazardous Materials Response; Awareness and Operations; First Responder Level
- ✓ Confined Space Rescue
- ✓ High Level Rescue
- ✓ Water Rescue & Recovery
- ✓ Disaster Response

The services indicated above are further explained, or limited, as follows:

- a. **Allocation of Resources.** The parties understand the fire department officer in charge of the particular scene shall exercise judgment 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. Failure to provide fire services because of poor weather conditions or other conditions beyond the control of City shall not be deemed a breach of this contract.
- b. **No Guarantee.** The parties understand and agree City will endeavor to reasonably provide the services indicated above given the circumstances, but City makes no guarantees that the services it actually 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 the Township or any other person for failure to furnish assistance under this agreement or for recalling assistance.

2. **Payment.** Township agrees to pay City annually during the term of this contract the Payment Amount determined annually as follows:

The Township agrees to pay the City annually during the term of the Payment Amount of **\$6,043.95**. City shall provide Township a written claim for the Payment Amount by the following date, or for each partial payment of the Payment Amount according to the following schedule:

- a. The Township agrees to pay the "Standby Fee" to the City by using one of two options:
  - i. Annual Payment: Payment made in full due on or before April 1 of the contract year,
  - ii. Semi-Annual Payment: The First half payment made on or before April 1 of the contract year and the Second half payment made on or before September 1 of the contract year.
- b. An additional Service Fee of \$500.00 for the first hour and \$250.00 for each additional hour, with a maximum of \$1,000, shall be billed to the individual for each fire call made to the Township by the City's Fire Department, whether to private or public property, and shall also include all emergency, accident, rescue, and false alarm calls. If the bill is not paid in full at year end, the Township shall assume responsibility for the Service Fee. The decision of the Chief of the Fire Department or other Fire Department Officer-in-charge shall be final in such matters.

3. **Service Territory.** City shall provide fire services as indicated in this contract to the area in Township described below and/or as indicated on a map which is attached hereto and made part of this contract. The identified area shall constitute the Township's Service Territory for the purposes of this contract:

*See the attached map outlining the Service Territory Labeled "Exhibit A"*

4. **Term.** This contract shall commence on the effective date indicated above and shall expire ONE year from that date unless terminated earlier as provided herein.
5. **Ownership.** City owns the buildings, equipment, and financial accounts associated with the fire department and the amounts paid by Township do not give rise to any ownership interest in, or responsibility toward, those items unless a specific ownership interest is indicated below:

(none)

6. **City's Responsibilities.** In addition to any other obligations described herein, City shall:
  - a. Authorize and direct the City fire department to provide the fire services described herein to Township's Service Territory;
  - b. Develop a detailed annual operational budget for the fire department for each year during the term of this contract by the Anniversary Date and present it to Township along with sufficient information to explain the items included in the budget figures;
  - c. Upon Township's request, provide Township access to audited financial and cost data related to the fire department for five years prior to the current service year;
  - d. Disclose to Township any proposed action City or the fire department intends to take that can reasonably be expected to effect the Insurance Services Office Fire Protection Grade in the Service Territory or City's ability to provide the fire services indicated above; and
  - e. Promptly disclose to Township any information City can reasonably anticipate will directly affect its ability to perform its obligations under this contract.
7. **Township's Responsibilities.** In addition to any other obligations described herein, Township shall:
  - a. Promptly pay City the Payment Amount as indicated above for the year of service, or a prorated share of the Payment Amount for the length of service actually provided if the contract is terminated early;
  - b. Present a budget and levy proposal to the town electors at each annual town meeting during the term of this contract seeking authority to levy funds as needed to pay the "Payment Amount;" and
  - c. Promptly disclose to City any information the Township can reasonably anticipate will directly affect its ability to perform its obligations under this contract.

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.

8. **Insurance Requirements.** City shall maintain general liability insurance for its services and shall include Township as an additional insured for the term of this contract and any extensions thereof. The 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 provide Township proof of such insurance coverages and the additional insured endorsement naming the Township annually by the anniversary date of this contract. City shall also maintain workers' compensation coverage as required by law.
9. **Indemnification.** City agrees to defend and indemnify Township against any claims brought or actions filed against Township or any officer, employee, or volunteer of Town for injury to, death of, or damage to the property of any third person or persons, arising from City's performance under this contract for services. Under no circumstances, however, shall City be required to pay on behalf of itself and Township, 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 Town 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 Town for claims arising out of the performance of this contract 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.
10. **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.
11. **Modification.** This writing 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.
12. **Subcontracting & Assignment.** City shall not subcontract or assign any portion of this contract to another without prior written permission from Township. Services provided to Township pursuant to a mutual aid agreement the 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 to Town's Service Territory.
13. **Termination.** This contract may be terminated at any time during its term by mutual agreement of the parties. Either party may terminate this agreement by personally serving a 120 day written notice of termination on the other party. This agreement shall terminate 120 days from the date of personal service of the written termination notice unless the party serving the notice withdraws the notice in writing before it is effective. If Township fails to pay for the service according to the schedule established herein, City may terminate this agreement 60 days from the date of personal service of written termination notice. Notice to City shall be served on the City Administrator or City Clerk if there is no City Administrator, and notice to Township shall be served on the Township clerk.
14. **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.

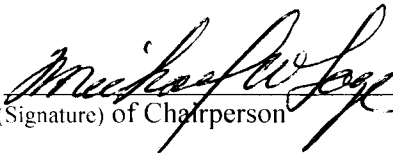
15. **Minnesota Law Governs.** This contract shall be governed by and construed in accordance with the internal laws of the State of Minnesota. All proceedings related to this contract shall be venued in the State of Minnesota.
16. **Severability.** The provisions of this contract shall be deemed severable. If any part of this contract is rendered void, invalid, or otherwise unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this contract.

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

**City of Parkers Prairie**

**Eastern Township**

  
\_\_\_\_\_  
(Signature) Kevin Birkholz, Mayor

  
\_\_\_\_\_  
(Signature) of Chairperson

  
\_\_\_\_\_  
(Signature) Tony Woodworth, Fire Chief

Michael Whage  
\_\_\_\_\_  
Printed Name of Chairperson

11/13/2022  
\_\_\_\_\_  
Date

02/03/2022  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
(Signature) Beth Wussow, City Administrator

\_\_\_\_\_  
(Signature) Township Clerk