



AGENDA ITEM #3.7

REPORT TO CITY COUNCIL

Report Prepared by: Nancy Malecha

Date: April 2, 2019

Subject: Fire Protection Agreement – City of Nisswa

Report: The 2019 Fire Protection Agreement with the City of Nisswa is attached. The cost of \$1,628 is for the operating costs of the Fire Department and the cost of \$108 is for the Firemen’s Relief Association. The Nisswa Fire Department provides fire protection to the Inland Trails area.

Council Action Requested: Council motion approving the 2019 Fire Protection Agreement with the City of Nisswa in the total amount of \$1,736.

FIRE PROTECTION AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of March 2019, by and Between the CITY OF NISSWA, COUNTY OF CROW WING, STATE OF MINNESOTA, party of the first part, and CITY OF PEQUOT LAKES, COUNTY OF CROW WING, STATE OF MINNESOTA, party of the second part.

WHEREAS, the second party, deeming it advisable to have available for the benefit of the residents of said CITY OF PEQUOT LAKES, fire and first responder services of the first parties Fire Department, and the electors of said CITY having pursuant to law, provided a fund for the furnishings of such services, and

WHEREAS, the first party has by appropriate action authorized the Mayor and Clerk to enter into a contract with the second party for the furnishings of such services.

NOW THEREFORE, it is mutually agreed between the parties hereto, that during the term of this contract, the First party will answer any and all fire and first responder calls of the residents of the CITY OF PEQUOT LAKES, and will respond to such fire calls with suitable fire fighting apparatus manned by at least three members of the Nisswa Fire Department or such first responder calls with such emergency equipment as appropriate, who will render all assistance possible in the saving of life and property. In consideration of said services, second party agrees to pay \$1,628 which is 0.72 % of the operating cost of the Fire Department and \$108 which is 0.72 % of the costs of the Firemen's Relief Association, which is to be made payable directly to the Nisswa Firemen's Relief Association.

\$814.00 Contract payment due to the City of Nisswa on or before April 1, 2019.

\$814.00 Contract payment due to the City of Nisswa on or before October 1, 2019.

\$54.00 Firemen's Relief payment due to the Nisswa Firemen's Relief Association on or before April 1, 2019.

\$54.00 Firemen's Relief payment due to the Nisswa Firemen's Relief Association on or before October 1, 2019.

First party agrees that should the actual cost of operating its Fire Department during the calendar year 2019 be less than the money collected for the operation of the Nisswa Fire Department, it will apply 0.72 % of the surplus in reducing the sum that Second Party will be required to pay for services if it contracts with first party during the following year. It is understood by all parties that the building rent, sinking fund, Administrative cost and Relief Association payment are fixed expenses and not subject to adjustment. The sinking fund is the only account that is jointly owned. A contracted Unit of government, if they do not renew their contract shall be entitled to a return equal to the percent of limited market value if they have contracted for five years or more. Areas with less than five years will receive their percentage or the actual input into the fund, whichever is less. Once an item is purchased, it becomes the property of the City of Nisswa. Property purchased that exceeds the sinking fund will be depreciated at the amount of purchase price plus interest less amount from the Sinking Fund. Second party agrees that should the actual cost of the operation of the Fire Department during the calendar year 2019 exceed the money collected for the operation of the Fire Department, it will pay 0.72 % of the shortage in addition to the sum that Second party will be required to pay for fire protection if it contracts with first party during the following contract year. All shortages or surpluses will be adjusted in the

first payment due under the following years fire contract.

In addition for each fire run to the CITY OF PEQUOT LAKES pursuant to a fire call, the Second Party shall pay the first party, whether there is a fire or not, the sum of One Hundred Seventy-Five and no/100ths (\$175.00) Dollars per hour for the first hour, and the sum of One Hundred Twenty-Five and no/100ths (\$125.00) per hour for each subsequent hour, the time to be computed from the time the fire call is received until the time the equipment returns to the City Fire Station. Second party agrees to pay the amount so computed within thirty (30) days after receiving the bill for such services from the City of Nisswa.

It is understood and agreed, however, that at times, weather and road conditions through the various seasons of the year can and no doubt will interfere in the rendering of such services, in which event, failure to furnish the service herein agreed upon shall not be taken to be a breach of this agreement.

It is further understood and agreed, that should two or more fire or first responder calls be received from property owners within the CITY limits of the second party, they shall be answered in the order of their receipt unless the Fire Chief or other officer in charge of the Fire Department at the time, otherwise directs.

It is further understood and agreed that the first party shall not be liable to the Second Party for loss or damage of any kind whatever resulting from any failure to prevent, control or extinguish any fire or to render aid, whether such loss or damage is caused by the negligence of the officer, agents or employees of the City of Nisswa or its Fire Department or otherwise.

It is further agreed and understood that in responding to fire and first responder calls

within the City Limits of the Second Party, the Fire Chief or other officer in charge of the Fire Department at the time, shall dispatch only such personnel and equipment as, in his opinion can be safely spared by the City. In case an emergency arises within the City while equipment and personnel of the Fire Department are engaged in responding within the CITY limits of the Second Party, the Fire Chief or other officer in charge of the Fire Department may, in his discretion, recall to the City, such equipment and Personnel as he may, in his opinion, consider necessary to meet the emergency.

This contract shall be in force for a term from March 31, 2019 to March 31, 2020, at 12:01 a.m. standard time.

This contract is executed in duplicate, each party has a copy, and each copy shall be deemed an original for all purposes.

The City of Nisswa agrees to furnish fire protection and first responder services as stated in the Fire Protection Agreement to Section 36 of the City of Pequot Lakes.

WITNESS the signatures of said officers this 1st day of March 2019.

CITY OF NISSWA

ATTEST: _____
Clerk

BY _____
Mayor

CITY OF PEQUOT LAKES

ATTEST: _____
Clerk

BY _____
Mayor