



Board of County Commissioners Agenda Request

28
Agenda Item #

Requested Meeting Date: November 24, 2020

Title of Item: Fire Protection Contract with the City of Aitkin

<input type="checkbox"/> REGULAR AGENDA <input checked="" type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	Action Requested: <input checked="" type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft) <input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing* <i>*provide copy of hearing notice that was published</i>
Submitted by: Kirk Peysar, County Auditor	Department: County Auditor
Presenter (Name and Title): Kirk Peysar, County Auditor	Estimated Time Needed: n/a
Summary of Issue: Approve and authorize signatures to the 2021-2025 Fire Protection Contract for the Unorganized Town of 48-27 (Blind Lake) with the City of Aitkin. Additionally, the City has put forth a contract addendum for purposes of calculating the cost allocation of service hours. Both the contract and the addendum have been reviewed by the County Attorney.	
Alternatives, Options, Effects on Others/Comments:	
Recommended Action/Motion: Approve and authorize signatures to the contract with City of Aitkin for fire protection.	
Financial Impact: Is there a cost associated with this request? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No What is the total cost, with tax and shipping? \$ as attached Is this budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>Please Explain:</i>	

Legally binding agreements must have County Attorney approval prior to submission.

Kirk Peysar
Aitkin County Auditor
209 Second Street Northwest Room 202
Aitkin, Minnesota 56431
218.927.7354

November 9, 2020

To: Board of Commissioners

From: Kirk Peysar, County Auditor 

Re: 2021-2025 Fire Protection contract with the City of Aitkin

The City of Aitkin has submitted a renewal contract to provide fire protection to the unorganized township of 48-27 (Blind Lake).

Request to authorize signatures to the 2021-2025 Fire Protection contract and acknowledgement of the addendum with the City of Aitkin for the unorganized township.

FIRE CONTRACT

This contract is made and entered into this 1st day of January 2021 between the City of Aitkin, Aitkin County, Minnesota, 130 Southgate Drive – Suite 200, a public corporation (“City”), and Unorganized T48N-R27W Township, Aitkin County, Minnesota, c/o Kirk Peysar, County Auditor, 307 2nd Street NW – Room 121, Aitkin, MN 56431, a public corporation (“Town”).

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

1. **Fire Service.** Town agrees to purchase from City, and City agrees to provide Town, the following fire services:

- | | |
|---|---|
| <input type="checkbox"/> Structural Firefighting | <input type="checkbox"/> Emergency Medical Services |
| <input type="checkbox"/> External Structural Firefighting | <input type="checkbox"/> Fire Scenes |
| <input type="checkbox"/> Interior Structural Firefighting | <input type="checkbox"/> Rescue Scenes |
| <input type="checkbox"/> Grass/Forest Firefighting – for value protection | <input type="checkbox"/> General Medicals |
| <input type="checkbox"/> General Firefighting | Level of Emergency Medical Response |
| <input type="checkbox"/> Vehicles & Equipment | <input type="checkbox"/> First Responder |
| <input type="checkbox"/> Carbon Monoxide Calls | |
| <input type="checkbox"/> Other Non-Structural Firefighting | |
| <input type="checkbox"/> Rescue | <input type="checkbox"/> Hazardous Materials Response |
| <input type="checkbox"/> Vehicle & Equipment Extrication | Level of Hazardous Materials Response |
| <input type="checkbox"/> General Search & Rescue | <input type="checkbox"/> First Responder, Awareness |
| <input type="checkbox"/> Confined Space Rescue | <input type="checkbox"/> First Responder, Operations |
| <input type="checkbox"/> High Level Rescue | |
| <input type="checkbox"/> Water Rescue | |
| | <input type="checkbox"/> Disaster Response |
| | <input type="checkbox"/> Other actions determined by chief and department |
| | SOG's _____ |

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 provide the services indicated above to the best of its ability 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.
2. **Payment.** Town agrees to pay City annually during the term of this contract the Payment Amount determined annually according to the following formula:

The following percentages relate specifically to Town in relation to the entire territory to which City provides fire services as the primary service provider (e.g., the entire City, Town’s Service Territory, and all or any portions of other cities, towns, or unorganized territories included in the City’s primary service area).

Number of fire service hours to Town
Averaged over last three years: _____ %

Net Tax capacity of the township or city
_____ %

Total: _____ % ÷ 2 = _____ % of Town Cost Allocation

Total Fire Department Annual Operational Budget
for the upcoming year: \$ _____

$$\begin{array}{ccccccc} \$ & \underline{\hspace{2cm}} & \times & \underline{\hspace{2cm}} & \% & = & \$ \underline{\hspace{2cm}} \\ \text{Operational Budget} & & & \text{Town Cost Allocation} & & & \text{Payment Amount} \end{array}$$

For the purposes of this formula, the term hours is used but are not actual hours of service but provides a relative measure of time spent in township. Incidents that occur on state or county highways or roads will not be included in the hours spent in township.

**Reference Attachment #1*

City shall provide Town 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. **Annual Meeting of Parties.** Town and City shall hold at least one joint meeting annually during term of this contract. One meet shall be just prior to the townships annual budget setting meeting. Purpose of the meeting is to discuss and review the fire department budget and spending during the previous year and review the department's budget for the next two years. The formula's allocation on hours will also be reviewed. The meeting shall be held separately from any regular Town or City meeting.
3. **Emergency Service Charge.** Town, in its sole discretion, may exercise its authority to impose and collect an emergency service charge on those receiving emergency services, including fire services, within Town. City shall have no right to, or interest in, any service fees collected by Town. If Town imposes an emergency service charge it shall provide City a list of the specific types of information it determines it needs collected in order to successfully impose and collect the charge. City shall make a good faith effort to collect the requested information for each service call to the Service Territory and promptly provide Town with the information it collected.
4. **Service Territory.** City shall provide fire services as indicated in this contract to the area in Town 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 Town's Service Territory for the purposes of this contract.
T48N - R27W SECTIONS 1,2,3,4,9,10,11,12,13,14,15,16,21,22,23,24,25,26,27,28,33,34,35,36
5. **Term.** This contract shall commence on the effective date indicated above and shall expire 5 years from that date unless terminated earlier as provided herein.
6. **Ownership.** City owns the buildings and equipment associated with the Fire Department and the amounts paid by Town do not give rise to any ownership interest in, or responsibility toward, those items unless a specific ownership interest is indicated below:
NONE

7. **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 Town'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 Town along with sufficient information to explain the items included in the budget figures;
 - c. Upon Town's request, provide Town access to financial and cost data related to the fire department for five years prior to the current service year;
 - d. Disclose to Town 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 Town any information City can reasonably anticipate will directly affect its ability to perform its obligations under this contract.

8. **Town's Responsibilities.** In addition to any other obligations described herein, Town 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 Town can reasonably anticipate will directly affect its ability to perform its obligations under this contract.

It is understood and agreed Town shall have no responsibility whatsoever toward the fighters 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, RLISA, FMLA, or any other employment related issues. It is further agreed Town 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.

9. **Insurance Requirements.** City shall maintain general liability insurance for its services and shall include Town as an additional insured for the term of this contract and any extensions thereof. City shall also maintain inland marine, automobile, and property insurance coverages. City shall provide Town proof of such insurance coverages and the additional insured endorsement naming the Town annually by the anniversary date of this contract.
10. **Indemnification.** City agrees to defend and indemnify Town against any claims brought or actions filed against Town 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 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 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.
11. **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.

12. **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 Town, and attached hereto.
13. **Subcontracting & Assignment.** City shall not subcontract or assign any portion of this contract to another without prior written permission from Town. Services provided to Town 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 Town so long as City remains primarily responsible for providing fire services to Town's Service Territory.
14. **Termination.** This contract may be terminated at anytime 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 Town 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 Town shall be served on the Town clerk.
15. **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.
16. **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.
17. **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 or enforceability of the remainder of this contract.

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

City

Town

Aitkin City

_____ Township

By its Mayor:

By its Chairperson:

Gary L. Tibbitts
Signature

Signature

Gary L. Tibbitts
Print Name

Print Name

10/27/2020
Date

Date

Rose Beverly
Clerk

Clerk



Attachment #1

Township Fire Contract Effective 1/1/2021 to 12/31/2025

***NOTE: Year 2021 will be as calculated at 2019 meeting.**

For calculating cost allocation for the city of Aitkin and the contracted townships, "hours" will be determined as such:

16 "hours" assigned for incidents and alarms, which involve activation of most of the fire department resources. This includes two primary pumpers with tankers. Examples of these incidents includes structure fires, large-scale wildfires, industrial accidents and emergencies, large-scale evacuations, or searches.

8 "hours" assigned for small scale incidents that would involve only a portion of department resources. Examples of these incident includes rescue calls, false alarms of industrial facilities, miscellaneous calls that only require activation of a single pumper or rescue apparatus, minor wildfire callouts or no action taken calls.

2 "hours" assigned for minor call outs where minimum number of resources are deployed. These calls will activate a single unit. Examples of these are landing zone set up, CO calls; lift assists, minor hazmat spills.

Incidents not calculated into the allocation include auto and truck accidents/ rescue operations on state and county Highways. Incidents involving the railroad system will not be in the allocation calculation.

Initial here to acknowledge Attachment No. 1

RB

