



Board of County Commissioners Agenda Request

2N

Agenda Item #

Requested Meeting Date: April 22, 2025

Title of Item: Fire Protection Contract - City of Aitkin

<input type="checkbox"/> REGULAR AGENDA <input checked="" type="checkbox"/> CONSENT AGENDA	Action Requested: <input checked="" type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft) <input type="checkbox"/> Hold Public Hearing <i>*provide copy of hearing notice that was published</i>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Information Only
Submitted by: Kathleen Ryan, County Auditor		Department: Auditor
Presenter (Name and Title): Kathleen Ryan, County Auditor		Estimated Time Needed:
Summary of Issue: Approve and authorize signatures to the Fire Protection Contract for the Unorganized Town of 48-27 with Aitkin Fire Department.		
Alternatives, Options, Effects on Others/Comments:		
Recommended Action/Motion: Approve and authorize Board Chair signature to the contract with Aitkin Fire Department.		
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? \$ 1522.15 Is this budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>Please Explain:</i> Fire Protection is budgeted each year as part of the Unorganized Township Budgets.		



April 9th, 2025

RE: Fire Contract

Township Officials,

Enclosed you will find the 5-year Fire Protection Contract with the City of Aitkin for the period of 1/1/2026 to 12/31/2030. There are two copies – both copies have been signed by the Mayor and City Administrator. Please sign and return a copy to the City Administrator's Office by August 15th, 2025 and keep another copy for your files.

If you have any questions please call Fire Chief, Brian Pisarek at 218-838-0102.

Sincerely,
Samantha Sass
City Clerk

Enclosures

www.ci.aitkin.mn.us

130 Southgate Drive – Suite 200 • Aitkin, MN 56431
• 218/927-2527 • Fax 218/927-1834



FIRE CONTRACT

This contract is made and entered into this 1st day of January, 2026 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 Kathleen Ryan, 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"/> Vehicle & Equipment Extrication | <input type="checkbox"/> Hazardous Materials Response |
| <input type="checkbox"/> General Search & Rescue | Level of Hazardous Materials Response |
| <input type="checkbox"/> Confined Space Rescue | <input type="checkbox"/> First Responder, Awareness |
| <input type="checkbox"/> High Level Rescue | <input type="checkbox"/> First Responder, Operations |
| <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 points assigned to Town
Cumulative 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: \$ _____

\$ _____ x _____% = \$ _____
Operational Budget Town Cost Allocation Payment Amount

Assigned Point System

For the purposes of this formula, fire service points are used instead of hours. These points represent a relative measure of time and resources spent in the township during an incident and are assigned by the Fire Chief. Incidents occurring on state or county highways or roads will not be included in the points spent in the township.

- **5 points (Low):** False alarms, CO without medical, minor calls, grass fires (no action taken). Requires 1 pumper truck and 1 support truck.
- **10 points (Moderate):** HazMat, air care assist, or minor action needed. Requires 1 pumper truck and 2 tankers.
- **15 points (High):** Fire without water shuttle, chimney fire, or suppression action taken. Requires 2 pumpers, 2 tankers, and 1 support truck.
- **20 points (Full Response):** Confirmed fire with tanker shuttle, activating all resources and potentially mutual aid. Over 1 hour of active response with the majority of trucks in use.

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. Reference Minnesota §415.01 & §366.011.

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, RLSA, 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 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 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 and enforceability of the remainder of this contract.

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

City

City of Aitkin

By its Mayor:

Mayor Gary Tibbitts



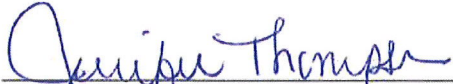
Mayor Signature

4-9-2025

Date

Date

City Administrator Jen Thompson



City Administrator Signature

4-9-2025

Date

Date

Town

Unorg 48-27 Township

By its Chairperson:

Print Name

Chairperson Signature

Date

Print Name

Clerk Signature

Date

