

FIRE SERVICE AGREEMENT

THIS AGREEMENT dated this _____ day of _____, 2025, by and between **Crookston Firefighters Association**, a nonprofit corporation under the laws of the State of Minnesota (“Association”), and _____, a municipal corporation under the laws of the State of Minnesota (“Township”).

RECITALS

A. The Association is organized to supply firefighting and rescue assistance to rural townships that have no firefighting capability. Townships currently under contract with the Association include: Andover, Belgium, Crookston, Euclid, Fairfax, Fanny, Gentilly, Hammond, Kertsonville, Lowell, Parnell, Roome, and Russia. The Association also covers ten sites in Onstad Township and is reimbursed for this service by the Fertile Fire Department.

B. The Association owns or is authorized to utilize firefighting vehicles and equipment located in the South Fire Hall in Crookston, Minnesota. The Association also owns the North Fire Hall, and all equipment located there.

C. The Association has signed a mutual aid agreement with all communities in Polk County as well as the City of Thompson, North Dakota.

D. The Association and the Township wish to document the terms of the Agreement to provide fire protection and assistance.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, the Association and the Township agree as follows:

1. Township agrees to provide Association with a written description of the property to be covered by this Agreement, including a listing of all sites assigned a fire protection or 911 site numbers. Said site numbers and residence structure shall correspond with site numbers and structures utilized by the Polk County Minnesota Accessor's Office. Said listing shall be updated prior to any contract renewal or more frequently. Updating site numbers and residence structure shall be the sole responsibility of the Township.

2. Township shall provide, at its cost, identification signs and shall provide for the erection of said identification signs.

3. Association agrees to provide firefighting services within the Township on the terms and conditions set forth herein. These firefighter services may include but not be limited to structure firefighting (external and internal), grass/forest firefighting, and general firefighting (vehicles, equipment extraction, general search and rescue, and confined space rescue).

4. The parties agree that road and weather conditions must be such that the response to the fire or rescue call can be made with reasonable safety to the firemen and equipment of the Association. The decision of the Fire Chief or other officer in charge that the response cannot be made with reasonable safety shall be final.

5. The parties acknowledge that the Association provides fire protection to other townships and has a contract with the City of Crookston. Fire calls shall be answered in the order in which they are received unless the Fire Chief or officer in charge directs otherwise.

6. The Fire Chief or officer in charge shall dispatch to the fire or rescue call personnel and equipment which in his/her opinion are necessary to respond to the call. In case an emergency arises within the City of Crookston, or another township served by the Association, the Fire Chief or officer in charge may in his/her discretion call for mutual aid and/or recall personnel and equipment which in his/her opinion may be necessary to meet the emergency, provided no fire shall be left totally without fire equipment or personnel.

7. The Association shall not be liable to the Township for loss or damage of any kind resulting from any failure to prevent, control or extinguish a fire, whether loss is caused by negligence of officers, agents, or employees of the Association.

8. This Agreement will be in effect for four (4) calendar years beginning April 1, 2025, and ending April 1, 2029.

9. Fire protection service shall be furnished by the Association for annual consideration determined as follows:

_____ (year) at \$_____ per fire site, plus \$_____ per section for a total consideration of \$_____.

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10. Annual consideration shall be paid by the Township to the Association on or before the _____ day of _____ of each year during the terms of this Contract.

11. In the event that any payments owed to the Association in accordance with this Agreement are not paid within thirty (30) days of the due date, the Association shall add a late charge of \$5.00, in addition to which, the amount owing shall bear interest to the Association at the highest rate currently allowed upon judgments by the State of Minnesota.

12. The Association shall maintain Commercial Liability Insurance and Worker's Compensation Insurance for its members. Vehicles and equipment owned or utilized by the Association shall be insured pursuant to the Association's Agreement with the City of Crookston. The Association shall provide the Township with proof of such insurance coverages and the additional insured endorsement, by May 15th of each year of this Agreement.

13. The Parties acknowledge the provisions of the Minnesota Good Samaritan Law, Statute 604A.01, which specifically provides private non-profit firefighters immunity from liability for any civil damages as a result of acts or omissions in rendering emergency care, advice, or assistance. Nothing herein shall be deemed as a waiver of said immunity or an assumption of liability by the Association which is addressed by this statute.

14. This agreement shall not be deemed as a waiver of statutory limits of liability by the Township.

15. The Association shall not subcontract or assign any portion of the Agreement to another provider without prior written permission from the Township. Services provided to the Township pursuant to mutual aid agreements the Association has, or may have in the future, with another entity does not constitute a

subcontract or assignment requiring prior approval of the Township so long as the Association remains primarily responsible for providing fire services to the Township.

16. This Agreement is for a service contract. The Association nor the Township intend to undertake or create, and nothing herein shall be construed as creating a joint powers agreement, joint venture, joint enterprise, or employment relationship between parties.

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in Polk County, Minnesota.

18. The provisions of this Agreement shall be deemed severable, If any part of this contract is rendered void, invalid, or otherwise unenforceable, such rendering shall

IN WITNESS WHEREOF, the Association and Township have signed this Agreement effective the day and year first above written.

**CROOKSTON FIREFIGHTERS
ASSOCIATION:**

_____ **TOWNSHIP:**

Its: President

Its: _____

Its: Secretary

Its: _____