

FIRE PROTECTION AGREEMENT

This agreement made and entered into this 1st day of March, 2016, by and between the City of Sauk Rapids, Benton County, Minnesota, hereafter called the City, and the **Township of Watab**, Benton County, Minnesota, hereafter called the Township, both being municipal corporations of the State of Minnesota.

WHEREAS, the City has a trained volunteer fire department and maintains a building, apparatus and equipment for fighting fires, and

WHEREAS, the voters of said Township have duly authorized the Township Board to provide for fire protection, and to have a contractual agreement for fire services.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. The City agrees to furnish fire protection in Sections 13 through 17, 21 through 28 and 33 through 36, also described as the South 2/3 of said Township by sending and furnishing, upon call, appropriate firefighters and available equipment.
2. That, in the event of an extreme or unusual fire condition or other emergency in said Township, the fire chief or other fire department officers in charge of said fire call may secure additional firefighters and equipment through mutual aid from any mutual aid pact fire department members (Rice, St. Stephen, St. Cloud, St. Joseph, Sartell, Waite Park, Rockville, Cold Spring, St. Johns, Clearwater, Clear Lake, or St. Cloud Township) as he thinks is necessary.
3. It is understood that if the Sauk Rapids Fire Department shall be called upon to assist other mutual aid pact Fire Departments while working to suppress a fire in the Township, the Sauk Rapids Fire Department officer in charge of such alarm shall have the discretion to remove firemen, and equipment from the scene when it is deemed the threat of loss of life is no longer present and the threat to life or property is greater outside this township.
4. Payments from the Township for this fire protection service shall be in accord with **Appendix A** attached hereto, and as may be amended biennially by agreement of the City and the Township.

CITY OF SAUK RAPIDS

250 Summit Avenue North • Sauk Rapids, MN 56379 • ph: 320.258.5300 • fax: 320.258.5359 • www.ci.sauk-rapids.mn.us

The City of Sauk Rapids does not discriminate on the basis of race, color, creed, religion, national origin, sex, disability, age, marital status, status with regard to public assistance, familial status, or sexual orientation.

5. This contract shall supersede prior agreements and remain in force until April 30, 2018 providing that it may be canceled by the City by filing with the Township Clerk a notice of cancellation not more than forty (40) and not less than twenty (20) days before the annual meeting of the Township. Cancellation in this case shall become effective 30 days after the annual Township meeting.

6. The City agrees to use its best efforts to furnish the fire protection services described herein. The Township hereby agrees not to bring any legal action against the City based on failure to respond to fires in a timely manner or that the fire department failed to exercise proper or appropriate fire fighting techniques.

Dated this 2 day of March, 2016.

Township of Watab


Chairman


Clerk

City of Sauk Rapids


Mayor

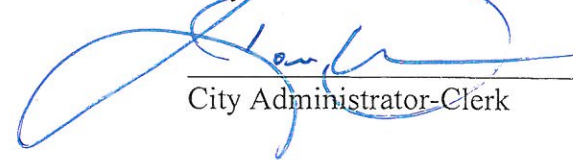

City Administrator-Clerk

EXHIBIT A

City of Sauk Rapids
 Fire Agreement
 Township Agreements

The annual payments from the Townships to the City under this agreement are based on 2.0% & 2.2% of the total 2016 Net Tax Capacities (NTC) of all Townships received from the Benton County Auditors Office and Sherburne County Auditors Office.

Township	2014 NTC		Estimated 2016 NTC	CONTRIBUTION		2015-2016		2016-2017		
	Amount	%		2016	2017	Change	%	Change	%	
Haven	Sherburne	2,151,485	31.73%	2,407,404	48,148	52,963	5,764	14%	4,815	10,579
Mayhew Lake, W2/3	Benton	429,024	6.33%	478,562	9,571	10,528	1,119	13%	957	2,077
Minden	Benton	2,080,522	30.68%	2,195,755	43,915	48,307	2,929	7%	4,392	7,320
Sauk Rapids	Benton	503,414	7.42%	537,945	10,759	11,835	842	8%	1,076	1,918
Watab, S2/3	Benton	1,615,995	23.83%	1,782,633	35,653	39,218	3,818	12%	3,565	7,383
		6,780,440	100.00%	7,402,299	148,046	162,851	14,471		14,805	29,276
		\$ 133,575	11%		\$ 148,046	\$ 162,851				
		1.97%	10%		2.00%	2.20%				

Mayhew Lake NTC's are for sections:

- 3-10
- 15-22
- 27-34

Watab NTC is for sections:

- 13-36

The annual payment from each township shall be due and payable on or before **June 30th of each year** covering May 1st through the following April 30th.

In addition to the above annual payments, the Townships shall pay to the City for each fire call or run to the township, including false alarms and non highway rescue, a sum of \$365.00 for the first hour, plus the sum of \$250 for each additional hour or fraction thereof during both years. These payments shall be made to the City on or before the 15th day of the month following the month during which the fire call or run was made.