

## City of Rice and Watab Fire Contract (2017)

This contract effective on January 1st, 2017, by and between the City of Rice, Benton County, Minnesota (hereafter "City") and the Town of Watab, Benton County, Minnesota (hereafter "Town").

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

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

Firefighting, Emergency Medical Services, and Rescue

2. **Service Territory.** The City shall provide fire and emergency services as indicated in this contract for the geographical area of the Town Sections numbered 1-6 and 8-12. This area shall constitute the Town's Service Territory for the purposes of this contract.
3. **Allocation of Resources.** In the event of an extreme or unusual fire condition or other emergency in said Town, the City's Fire Chief or other officer in charge of said fire call may secure additional firefighters and equipment through mutual aid from any mutual aid resource as he thinks necessary. It is understood that if the Rice Fire Department shall be called upon to assist other mutual aid fire departments while working to suppress a fire in the Town, the City Fire Department officer in charge shall have the discretion to remove firefighters and equipment from the scene when it is deemed the threat of loss of life is not present and the threat to property is greater elsewhere. Failure to provide fire services because of poor weather conditions or other conditions beyond the control of the City shall not be deemed a breach of this contract.
4. **Term.** This contract shall commence on the effective date indicated above and shall expire on Dec. 31<sup>st</sup>, 2018.
5. **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 to the other party. 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 written notice. Notice to the City shall be served on the City Clerk and notice to Town shall be served on the Town Clerk.

6. **Ownership.** The City owns all buildings and equipment associated with the fire department and the amounts paid by the Town do not give rise to any ownership interest in or responsibility toward those items.
7. **Payment.** The Town shall make an annual payment of \$22,096.46 payable in two installments of \$11,048.23 each on or before June 30 and on or before December 31 in each year of service. The basis for the annual payment is 2.60% of the Tax Capacity of Watab lying within the Service Territory. For purposes of this Contract, Tax Capacity means the Tax Capacity of the Service Territory according to the records of the Benton County Auditor for the year that is two years prior to the year of service, increased by 2%. [For example, the annual fee for 2017 is based on 2015 tax capacity information from the County Auditor, which is \$833,200.00, times 102%, which is \$849,864.00. The annual fee for 2017 will be 2.60% of \$849,864.00, which is \$22,096.46.] The parties agree the annual payment amount will remain the same for the 2018 year of service notwithstanding a possible change in the Town's tax capacity.

In addition to the above annual payments, the Town shall pay to City for each fire call or emergency run to the Town including false alarms and non-highway rescue a sum of \$350.00 for the first hour or fraction thereof, plus the sum of \$300.00 for each additional hour or fraction thereof. These payments shall be made to the City on or before the 25<sup>th</sup> day of the month following the month during which the fire call or emergency run was made.

If any additional outside resources (such as track hoe, backhoe, etc.) are requested by the officer in charge and deemed necessary to extinguish the fire in a safe and timely manner, payment of these expenses shall be the responsibility of the property owner. If the charges are left unpaid for 60 days, the Town will assume responsibility for collection of the unpaid bill and may seek reimbursement through property tax certification.

City shall bill Town rather than the property owner. It remains the Town's responsibility to collect for all calls or runs.

8. **Service Call.** Because City does not charge Town a service call fee for Firefighting Services delivered to a City resident while they are in the Town's Service Territory, Town agrees to not impose or collect an emergency service charge on any such City resident for which Town is not billed a service call fee by City. City agrees to make a good faith effort to collect and make available to Town identifying information about the recipients of Firefighting Services & EMS Calls to the extent such information is reasonably available to City and to the extent such disclosure does not violate City's data practices obligations.

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

Approved by the Rice City Council on this 14<sup>th</sup> day of June, 2017 with a vote of 5 ayes and 0 nays.

Dale Rogholt  
Mayor – Dale Rogholt

ATTEST:

Stephanie Roggenbuck  
Clerk – Stephanie Roggenbuck



Approved by Town of Watab on this 6 day of June, 2017 with a vote of 3 ayes and 0 nays.

Patricia Spence  
Town of Watab

ATTEST:

Patricia Spence  
Clerk

