SAMPLE FIRE CONTRACT

This contract is made and entered into this ___________ day of ___________, 20___ (“Anniversary Date”) between the City of _____________________ , ________________ County, Minnesota, [address], a public corporation (“City”), and ___________________ Township, ________________ County, Minnesota, [address], 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:  
   *(Check all those that apply)*

   - [ ] Structural Firefighting
     - [ ] External Structural Firefighting
     - [ ] Interior Structural Firefighting
   - [ ] Grass/Forest Firefighting
   - [ ] General Firefighting
     - [ ] Vehicles & Equipment
     - [ ] Carbon Monoxide Calls
     - [ ] Other Non-Structural Firefighting
   - [ ] Rescue
     - [ ] Vehicle & Equipment Extrication
     - [ ] General Search & Rescue
     - [ ] Confined Space Rescue
     - [ ] High Level Rescue
     - [ ] Water Rescue
     - [ ] Diving/Recovery
   - [ ] Emergency Medical Services
     - [ ] Fire Scenes
     - [ ] Rescue Scenes
   - [ ] General Medicals
     - Level of Emergency Medical Response
     - [ ] First Responder
     - [ ] Emergency Medical Technician
     - [ ] Paramedic
   - [ ] Fire Code Enforcement
     - [ ] Hazardous Materials Response
     - Level of Hazardous Materials Response
     - [ ] First Responder, Awareness
     - [ ] First Responder, Operations
     - [ ] HAZMAT Technician
     - [ ] HAZMAT Specialist
   - [ ] Disaster Response

   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).