

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)

- | | |
|--|--|
| <input type="checkbox"/> Structural Firefighting <ul style="list-style-type: none"><input type="checkbox"/> External Structural Firefighting<input type="checkbox"/> Interior Structural Firefighting | <input type="checkbox"/> Emergency Medical Services <ul style="list-style-type: none"><input type="checkbox"/> Fire Scenes<input type="checkbox"/> Rescue Scenes |
| <input type="checkbox"/> Grass/Forest Firefighting | <input type="checkbox"/> General Medicals <ul style="list-style-type: none">Level of Emergency Medical Response<input type="checkbox"/> First Responder<input type="checkbox"/> Emergency Medical Technician<input type="checkbox"/> Paramedic |
| <input type="checkbox"/> General Firefighting <ul style="list-style-type: none"><input type="checkbox"/> Vehicles & Equipment<input type="checkbox"/> Carbon Monoxide Calls<input type="checkbox"/> Other Non-Structural Firefighting | <input type="checkbox"/> Fire Code Enforcement |
| <input type="checkbox"/> Rescue <ul style="list-style-type: none"><input type="checkbox"/> Vehicle & Equipment Extrication<input type="checkbox"/> General Search & Rescue<input type="checkbox"/> Confined Space Rescue<input type="checkbox"/> High Level Rescue<input type="checkbox"/> Water Rescue<input type="checkbox"/> Diving/Recovery | <input type="checkbox"/> Hazardous Materials Response <ul style="list-style-type: none">Level of Hazardous Materials Response<input type="checkbox"/> First Responder, Awareness<input type="checkbox"/> First Responder, Operations<input type="checkbox"/> HAZMAT Technician<input type="checkbox"/> HAZMAT Specialist |
| | <input type="checkbox"/> Disaster Response |
| | <input type="checkbox"/> _____ |

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).