

**PRINCETON FIRE AND RESCUE DEPARTMENT  
CONTRACT FOR FIRE PROTECTION – PRINCETON TOWNSHIP**

**THIS AGREEMENT**, made this 18<sup>TH</sup> day of February, 2020, by and between the City of Princeton, a Minnesota municipal corporation, of the County of Mille Lacs (Sherburne), State of Minnesota, (hereinafter referred to as the "City"), and Township of **PRINCETON**, Mille Lacs County, State of Minnesota, (hereinafter referred to as the "Township").

**WITNESSETH:**

**WHEREAS**, the City of Princeton maintains and operates the Princeton Fire and Rescue Department (P.F.R.D.) consisting of fire fighting vehicles, equipment, and trained firefighters able to provide fire suppression and related emergency services traditionally provided by fire departments to certain areas; and

**WHEREAS**, the Township desires the services of the Fire Department of the City in cases of fire, rescue and other emergencies occurring in the Township; and

**WHEREAS**, each party desires to specify and clarify the terms upon which such fire protection will be offered.

**NOW, THEREFORE**, it is hereby agreed by the parties as follows:

**DEFINITIONS:**

1. **PFRD:** Princeton Fire And Rescue department
2. **Fire Chief:** The Fire Chief of the Princeton Fire and Rescue Department or another PFRD officer in charge
3. **Fire Protection Area:** The land area within which the PFRD maintains the primary role of providing fire and rescue services
4. **Emergency:** A situation which, in the opinion of the Fire Chief, local law enforcement officer, emergency dispatcher, or written protocol, requires the assistance of the PFRD.

**SERVICES:**

1. The City of Princeton will maintain a fire and rescue department with equipment and trained firefighters in adequate number, condition, repair and property trained so as to provide a reasonable amount of fire and rescue protection to the town.
2. Except as provided below, the City agrees to furnish fire service to properties located in the Township, as determined per attached area map from the Princeton Fire and Rescue Department. The Princeton Fire and Rescue Department will be dispatched through the Mille Lacs County Sheriff's Office, Sherburne County Sheriff's Office and Isanti County Sheriffs Office. Calls for service shall be prioritized in the order in which they are received. However, if a second call to duty is received while the Department is responding to an initial call; the Department will make every effort to dispatch fire

fighters pursuant to mutual aid agreements or may reassign Princeton fire fighters to fight the second fire.

3. The Princeton Fire and Rescue Department agrees to make every reasonable attempt possible to reach an emergency call within the fire protection district. However, if conditions exist which may require fire services within the City or if weather, road, or other conditions exist which prevent reasonably safe response, the Fire Chief or other fire department officer in charge may, in their sole discretion, decline to respond to any call for assistance. Failure to furnish the service herein agreed upon because of weather, road conditions, unavailability of personnel, or the unavailability of equipment due to mechanical failure or because of the prior commitment of equipment in connection with another emergency shall not be a breach of this agreement.
4. The Township acknowledges that the City will likely enter into contracts similar to this with other townships in the vicinity of the City and that all calls for service received from outside the City will be prioritized in order of receipt.

**FINANCIAL:**

The cost of operating the PFRD shall be apportioned according to the following:

Princeton shall establish and maintain a PFRD budget as part of the GENERAL FUND of the City. This Budget shall be broken down into sufficient objects to identify the various expenditures. From this budget, all operating expenses of the department shall be paid. PRINCETON shall also establish and maintain two funds titled FIRE DEPARTMENT EQUIPMENT FUND and FIRE DEPARTMENT TRUCK FUND. These funds shall be used to account for money intended for the purchase of capital items such as trucks, equipment and buildings. These accounts shall be managed in the same manner as other accounts of PRINCETON.

PRINCETON and PRINCETON TOWNSHIP shall contribute to the funds according to the following formulas:

**General Fund Budget:**

$$GFE \left[ \frac{\%U + \%TC}{2} \right] - FBC = GFP$$

Where:

- GFE** = the year end total operating expenditures of the PFRD.
- %U** = the average of the current and most recent four years of the jurisdiction's usage of the entire usage.
- %TC** = the jurisdiction's percent of the total Net Tax Capacity for the previous year.
- FBC** = the total amount of fire billing collected by the city on behalf of that jurisdiction pursuant to the provisions of this contract (less 10% for administration)
- GFP** = the total General Fund payment for that jurisdiction.

**Equipment Fund and Truck Fund Budget:**

$$CFE \left[ \frac{TCT}{TCT} \right] = CFP$$

Where:

- CFE** = the capital Improvement Program budget of the PFRD.

- TCJ** = the total net tax capacity of the jurisdiction area served for the previous year.  
**TCT** = the total net tax capacity of the entire fire protection area for the previous year.  
**CFP** = the total Capital Fund payment for that jurisdiction.

**PAYMENTS:**

PRINCETON TOWNSHIP shall pay to PRINCETON an estimated payment calculated as one-half (½ ) the previous year's total contract amount by June 30<sup>th</sup> of each year. No later than January 31, PRINCETON shall provide a final calculation of the annual contract amount to the TOWNSHIP. PRINCETON TOWNSHIP shall pay that amount within 30 days of that billing's receipt. The final bill shall be the amount of the contract, less the estimated payment.

**FIRE ADVISORY BOARD:**

A Fire Advisory Board has been established to serve as a liaison function between the CITY and the TOWN. Membership on the Board shall consist of one member of the Princeton City Council, plus one member from the elected township board from following TOWNSHIPS: Blue Hill, Bogus Brook, Green Bush, Princeton, Spencer Brook, and Wyanett. All members shall be appointed by their respective board. The Board shall be staffed by representatives from the PFRD and the City Administrator. The Board shall meet monthly at a time and date convenient to its members. They shall have the authority to advise and comment on the annual PFRD budget and other PFRD issues impacting this contract and may consult with their respective TOWN BOARD regarding those issues.

**MEETINGS:**

Any TOWNSHIP party to this contract may, by resolution of its governing body, call a special meeting. The time and place of any meeting shall be set in the resolution, a copy of which shall be mailed to all parties to this contract at least 14 days in advance of said meeting date. Any meeting convened in the above manner may be adjourned and continued at a later date without written notice to the members provided the time, date and location of the continued meeting are announced at the initial meeting.

**MUTUAL AID:**

It is the intention of the CITY to continue to participate in mutual aid agreements with various other fire and rescue departments in the area. The Fire Chief or other Officer In Charge of the Department may call for assistance from other departments in their discretion.

**LIABILITY:**

The City of Princeton shall maintain general liability coverage on the fire fighting equipment, vehicles, and personnel. The City of Princeton and the Princeton Fire and Rescue Department shall not be liable to Township or property owners located therein or anyone else for loss or damage of any kind whatsoever, resulting from any failure to furnish, or delay in responding to any emergency, or any failure to prevent, control, or extinguish any fire, whether such loss or damage is caused by the negligence of the officers, agents, or employees of Princeton.

**SEVERABLE PROVISIONS:**

Each provision, section, sentence, clause, phrase, and word of this agreement is intended to be severable. If any provision, section, clause, phrase, or word hereof is illegal or invalid for

any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this agreement.

**MINNESOTA LAW:**

This agreement shall be construed and enforced in accordance with the laws of the State of Minnesota.

**ENTIRE AGREEMENT:**

This agreement contains the entire understanding of the parties hereto with respect to the transactions contemplated hereby and supersedes all prior agreements and understandings between the parties with respect to such subject matter. No representations, warranties, undertakings, or promises, whether oral, implied, written, or otherwise, have been made by either party hereto to the other unless expressly stated in this agreement or unless mutually agreed to in writing between the parties thereto after the date hereof, and neither party has relied on any verbal representations, agreements, or understandings not expressly set forth here.

**BILLING:**

The parties hereto agree that, in addition to the charges established above, fees shall be established and charges will be made to the property owners and/or individuals for fire and/or rescue calls. The CITY shall bill and collect for the services provided as per a fee schedule recommended by the Fire Advisory Board (after consulting with representatives of the Fire Department) and adopted by the CITY.

**AUTHORIZED REPRESENTATIVE:**

PRINCETON: All correspondence, requests, notifications, and payments to Princeton shall be addressed to:

City Administrator  
City of Princeton  
705 Second Street North  
Princeton MN 55371

PRINCETON TOWNSHIP: All correspondence, requests, and notifications to Princeton Township shall be addressed to:

Town Clerk  
Princeton Township  
10039 55<sup>th</sup> Street  
Princeton MN 55371

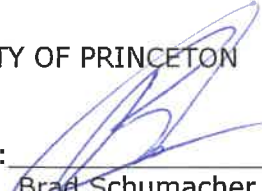
Either party may change the mailing address by providing written notice to the other party.

**TERM:**


The term of this Agreement shall be for a period of one year. Thereafter, it shall continue in effect from year to year unless modified by written consent of the parties. Either party may cancel this agreement effective upon the last day of any calendar year by giving written notice to the other party no less than ninety (90) days prior to said last day.

**IN WITNESS WHEREOF**, the parties hereto have set their hands this 18<sup>th</sup>  
day of February, 2020.

CITY OF PRINCETON

By:   
Brad Schumacher, Mayor

ATTEST

By:   
Robert Barbian,  
City Administrator

**IN WITNESS WHEREOF**, the parties hereto have set their hands this 18<sup>th</sup>  
day of February, 2020.

PRINCETON TOWNSHIP

By:   
Chairman of Town Board

By:   
Town Clerk