



**2022 FIRE PROTECTION AGREEMENT**

THIS AGREEMENT, is made and entered into this first day of **January, 2022**, by and between the City of Milaca, Minnesota, hereafter referred to as the first party and the **City of Bock, County of Mille Lacs, State of Minnesota**, referred to as the second party.

WHEREAS, the said party of the second part has deemed it advisable to provide its residents with fire-fighting service by contracting for same with said party of the first part, and the electors of said second party having hereto fore pursuant to proper law provided a fund for the payment of said fire protection service; and,

WHEREAS, the said party of the first part has, by appropriate action, authorized its City Manager to enter into a contract with the said second party to provide said fire protection service to the party of the second part;

NOW THEREFORE, pursuant to Minnesota Statutes 365.15 ~ 365.19 and 438.08 ~ 438.10 and the mutual covenant hereafter contained, it is agreed by and between the parties hereto, to wit:

1. The said party of the first party hereby agrees to provide to said party of the second part the fire-fighting service of the fire department of said party of the first part for a period of one year from and after **January 1, 2022**; provided, however, that either party hereto may terminate this agreement by serving written notice thereof on the other party sixty (60) days prior to the termination date.
2. The firefighting service to be provided by the first party shall cover and be available to the entire territorial limits of said **City of Bock, Mille Lacs County, Minnesota**.
3. The party of the first part agrees that the Fire Department shall answer as promptly as reasonably possible any and all fire calls made by residents of said second party and will respond to all such calls with suitable fire-fighting apparatus and equipment as available to said fire department manned by at least two (2) members of said City of Milaca Fire Department who will render all possible assistance toward the saving of property and life.
4. The said party of the second part agrees to pay first party as in for consideration for furnishing of said fire-fighting service as follows:
  - a. The party of the second part hereby agrees to make a payment of **\$682.00** for the purpose of payment for fire protection service; and to cause said amount to be promptly paid to said party.
  - b. That said payment shall be due and payable to the first party by **March 31, 2022**.
5. The party of the first part hereby agrees to provide and carry at all times adequate and property liability and workers compensation insurance on all equipment and firefighters.

6. It is further agreed by and between the parties that the party of the first part shall not be obligated under this contract to provide fire-fighting service to said second party or any of its residents when any such fire call shall be received while fire-fighting service in the City of Milaca, or at another fire, or, in the opinion of the Chief or Assistant Chief, the fire-fighting equipment and firefighters of the first party must be kept within first party in order to provide a minimum of reasonable fire protection to first party. It is further agreed that the said party of the first part shall not be liable unto said second party, or its residents, for failure to provide under this contract reasonable fire-fighting service when weather and road conditions, or other Act of God shall render it difficult to the point of being reasonably impossible to furnish said service.

IN WITNESS WHEREOF, this agreement has been signed and executed on this date first above written by the parties hereto through their respective officers.

**CITY OF MILACA**

**City of Bock**

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Treasurer

By: \_\_\_\_\_  
Clerk