

**AMENDED RURAL FIRE SERVICE
AGREEMENT**

Mitchell Rural Fire District

This AGREEMENT made as hereafter provided by and between the City of Mitchell ("City"), a South Dakota municipal corporation, and Mitchell Rural Fire District ("MRFD"), a South Dakota rural fire protection district, for rural fire protection and suppression services, effective as of January 1, 2023, the terms of such Agreement to be as follows.

1. This Agreement shall cover the areas within Mitchell Rural Fire District's boundaries described as:

The North ½ of Prosper township (18 sections);

The East ½ of Beulah township (18 sections);

A portion of the Northeast 1/3 of Lisbon township (12 sections);

Sections thirty-four, thirty-five, and thirty-six of Badger township (3 sections);

Sections twenty-five, twenty-six, twenty-seven, thirty-four, thirty-five, and thirty- six of Perry Township (6 sections);

That portion lying outside the Mitchell city limits of Sections twenty-eight, twenty- nine, thirty-one, and thirty-two of Perry Township (2.14 sections);

Sections four, five, six, seven, eight, nine, sixteen, seventeen, and eighteen of Hanson Township (9 sections); and

Sections nineteen, twenty, twenty-one, twenty-two, twenty-seven, twenty-eight, twenty-nine, thirty, thirty-one, thirty-two, thirty-three, and thirty-four of Plano Township (12 sections)

for a total of 80.14 sections ("Service Area") as shown on the map of coverage area which is attached hereto as Exhibit A and incorporated by reference. Additional sections may be added to the Service Area only by written amendment of this Agreement signed by both parties.

2. The term of this Agreement shall be eight years beginning January 1, 2023 and ending December 31, 2030 according to the following annual rates:

Year	Percent Increase	Rate for year
2023	Starting amount	\$41,198.33
2024	3% increase	\$42,434.28
2025	3% increase	\$43,707.31

2026	3% increase	\$45,018.53
2027	3% increase	\$46,369.08
2028	3% increase	\$47,760.16
2029	3% increase	\$49,192.96
2030	3% increase	\$50,668.75

3. This Agreement may be extended into a 9th year at the option of MRFD with the effective rate for January 1st through December 31st, 2031 to increase from the 2030 rate by the same 3 percent increase. This Agreement may be extended into a 10th year at the option of MRFD with the effective rate for January 1st through December 31st, 2032 to increase from the 2031 rate by the same 3 percent increase.
4. All amounts due to City under this Agreement are to be paid in 12 equal installments by MRFD on a monthly basis by the 1st day of each month provided however that MRFD may, at its option, pay in advance up to the full annual amount due without incurring any penalty or being credited any interest.
5. City shall provide to MRFD within the Service Area the following services:
 - a. By and through its firefighter employees and with its equipment, City shall provide rural fire protection and suppression services in accordance with the usual and customary skills and standards applicable to rural fire protection and suppression to all persons and property within the Service Area.
 - b. City shall be solely responsible for training of personnel and maintenance of all equipment to be utilized in providing the rural fire protection and suppression as provided for by this Agreement with the Service Area.
 - c. The City Department of Public Safety E-911 answering and dispatch service shall handle all telephone and radio communications in connection with receiving fire calls and alarms and dispatching fire equipment within the Service Area.
 - d. City will promptly respond to fire calls, alarms, and requests for fire suppression services within the Service Area with manpower and equipment as the City Fire Chief, or other person in control of the response and dispatch of fire suppression personnel and equipment, shall deem appropriate.
 - e. Fire Chief will provide a monthly report of fire calls in the Service Area.
6. City shall be solely responsible for all costs incurred in the provision and maintenance of equipment and manpower as may be required for performance by the City of its obligations under this Agreement.
7. All persons signing this Agreement on behalf of their respective parties represent and warrant that each has the proper authority to do so.

8. This Agreement shall not be amended unless by signed, written amendment agreed to by the parties.
9. If any provision, or portion thereof, of this Agreement shall be deemed unenforceable in Court, such provision, or portion thereof, shall be severed from this Agreement only to the extent it is unenforceable and the remainder of the Agreement shall remain in full force and effect.

Dated this ___ day of _____, 2022.

CITY OF MITCHELL

Attest:

(seal)

Bob Everson, Mayor

Michelle Bathke, Finance Officer

MITCHELL RURAL FIRE DISTRICT

By: Steven R. Frank

Print Name: Steven R. Frank

Its: President