2020 VILLAGE OF NORTH HUDSON AND CITY OF HUDSON
FIRE PROTECTION CONTRACT

WHEREAS, the VILLAGE OF NORTH HUDSON (hereinafter VILLAGE or Contracting Municipality) currently receives fire protection from the City of Hudson (hereinafter CITY), and wants to continue to receive fire protection from the CITY for the years 2020 through 2040, and

WHEREAS, the CITY is capable of furnishing such fire protection to the Village;

NOW THEREFORE, it is mutually agreed by and between the CITY and the VILLAGE as follows:

1. Term of the Agreement. This Agreement shall be in effect for a period of twenty (20) years beginning January 1, 2020 and ending December 31, 2040. Beginning January 1, 2035, the Term of the Agreement shall return to a rolling five (5) year term with a new rolling five-year term beginning each year unless the Village gives a Five-Year Notice of Non-Renewal as provided in this Agreement. Contracting Municipalities shall not have the right to give a Notice of Non-Renewal until the year 2035.

2. Automatic Renewal. Five Year Notice of Non-Renewal by the Village. Beginning January 1, 2035, this Agreement shall return to a rolling five (5) year term that shall automatically renew each year for another rolling five-year term unless the Village gives written notice to the City on or before September 30th of the current year that the Village intends not to renew after the termination of the following five-year term (Five Year Notice of Non-Renewal). If the Village does not give a written Five-Year Notice of Non-Renewal on or before September 30th of any year, then this Agreement shall automatically renew for another rolling five-year term, with the five-year term beginning January 1 of the upcoming year.

3. CITY Provides Fire Service. The CITY agrees to provide fire suppression and related services to property in the VILLAGE, using equipment as efficiently as possible. The CITY shall not be liable for failure to provide service due to conditions beyond its control.

4. Annual Budget for Hudson Fire Department. A total annual fire department budget for the Hudson Fire Department shall be prepared and recommended by the Hudson Area Advisory Joint Fire Board to the Common Council, with final approval of the budget to be made by the Common Council of the City of Hudson.

5. Planning for Capital Improvements and/or Purchase of Capital Assets and Land/Buildings. In addition to recommending an annual budget, the Hudson Area Advisory Joint Fire Board may consider long range planning for acquisition and funding of capital assets or capital improvements that may be necessary to provide continuing fire service for the Contracting Municipalities.

6. Purchase of Capital Assets. The cost of any capital assets purchased for the Hudson Fire Department in an amount less than or equal to $1,000,000 in any one year shall be paid for by the Contracting Municipalities over a period not to exceed ten years, except as provided in this Agreement. One tenth of the cost of the asset shall be included in the Fire Department's annual budget each year of the ten-year payment period and the Village's share shall be calculated as provided in paragraph 7 below. For capital purchases for the Fire Department exceeding $1,000,000 in any one year, the cost to the Village receiving service from the Hudson Fire Department under this Agreement may be spread over a period agreed upon by the Contracting Municipality and the Common Council, but not to exceed twenty years. If the Village has given Five-Year Notice of Non-Renewal of the Hudson Fire Protection Agreement, it shall pay any balance owing on capital purchases

approved and made prior to giving its Five-Year Notice of Non- Renewal, plus interest, as provided in the Capital Cost Amortization Schedule and Capital Cost Interest Schedule attached to this Agreement as Exhibit B. This obligation continues after the Five-Year Notice Period expires until the non-renewing municipality's capital cost balance plus interest is paid. The Capital Cost Amortization Schedule and Capital Cost Interest Schedule shall be updated each year. For capital assets purchased after a municipality's Five-Year Notice of Non-Renewal, the non-renewing municipality shall pay its pro rata annual share of the cost of the asset for the five-year notice period.

7. Fee for Fire Service. In consideration of the fire protection services provided by the CITY, the VILLAGE shall pay the CITY for such fire protection services as follows:

(a) Two calculations shall be used to determine the annual Fee for Fire Service.

(1) Equalized Valuation Calculation: The Village's pro rata share of the equalized value of all property served by the Hudson Fire Department shall be multiplied by the total annual fire department budget.
(2) Fire Run Calculation: The Village's pro rata share of the previous five-year average fire run volume for the Village as compared to the total five-year average run volume for the Hudson Fire Department. The municipality's pro rata fire run share shall be multiplied by the total annual fire department budget.

(b) For the year 2020, the annual fee calculation shall be based 50% on the Equalized Value Calculation and 50% on the Fire Run Calculation, resulting in an annual fee for 2020 in the amount of $107,698.00. The VILLAGE shall pay said fee in two installments; the first shall be due the last business day in February, and the second shall be due the last business day of August.

(c) The calculations described above and each municipality's share for 2020 are shown on the attached Exhibit A.

(d) For all future years the City shall provide an estimated Fee for Fire Service for the coming year by October 1 and a final Fee for Fire Service by December 1.

8. Additional costs payable by the Village. In addition to the annual fee described in paragraph 7, the VILLAGE shall also pay any additional costs the CITY may incur in providing fire suppression and public health and safety emergency services to that Village, when normal resources are exhausted. (The municipality receiving such services is responsible for any costs incurred.)

9. Inspections. The Fire Inspector employed by the CITY shall continue to perform fire inspection services for the Village and shall comply with state regulations for inspections within the Village. Upon completion of the inspection, the Fire Chief shall certify to the Municipal Clerk that inspections have been made in accordance with the law.

10. Termination of Services by the City. If the City, in its sole discretion, determines that it cannot provide suitable fire protection to a Contracting Municipality, it may terminate services to the Contracting Municipality after providing one (1) year advanced written notice of termination to the municipality. The municipality being terminated shall have one (1) year to obtain alternate fire service. Payment of the terminated municipality's capital account balance plus interest shall continue during the one (1) year period after the city's Notice of Termination.

11. Amendment. Any amendment to this Agreement must be in writing and approved by the governing body of the City and the Village.

12. Severability. If any term, provision, or portion of this Agreement is found by a court of competent jurisdiction to be unenforceable or invalid, the remainder of the Agreement, provision, term therein shall not be affected thereby and each term, provision, covenant, or restriction shall be severable and valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have hereto caused this Agreement to be signed and executed by the Mayor and City Clerk of the party of the first part, this_____ day of_____20____, and the Village President and Administrator/Clerk of the party of the second part, this_____day of_____,20____.

VILLAGE OF NORTH HUDSON
A Municipal Corporation

_____
Stan Wekkin
Village President

_____
Melissa Luedke
Administrator/Clerk

CITY OF HUDSON
A Municipal Corporation

_____
Rich O'Connor
Mayor

_____
City Clerk

EXHIBIT A

HUDSON FIRE DEPARTMENT 2020 CONTRACT

ANNUAL FEE CALCULATION

50% EQUALIZED VALUATION AND 50% FIVE YEAR FIRE RUNS

	50% of Distribution from Equalized Valuation	50% Distribution from Five Year Fire Runs	Gross Annual Fee	2018 Budget Adjustment	2020 Proposed Amount Due	2019 Proposed Amount Due	Increase	Percentage
Town of Troy	$ 47,912	$ 21,139	$ 69,050	$ (441)	$ 68,610	$ 58,995	$ 9,614	16.30%
North Hudson	$ 67,489	$ 40,830	$ 108,319	$ (621)	$ 107,698	$ 95,091	$ 12,607	13.26%
Town of Hudson	$ 178,411	$ 144,207	$ 322,618	$ (1,641)	$ 320,977	$ 276,306	$ 44,672	16.17%
City of Hudson	$ 327,902	$ 415,537	$ 743,439	$ (3,016)	$ 740,423	$ 629,425	$ 110,998	17.63%
Total	$ 621,713	$ 621,713	$ 1,243,426	$ (5,718)	$ 1,237,708	$ 1,059,818	$ 177,890	16.78%

SUPPORTING VALUES

EQUALIZED VALUATION

	Equalized Valuation	Percent of District	Distribution
Town of Troy (1/3)	$ 311,625,167	7.7063750472%	$ 95,823
North Hudson	$ 438,959,100	10.8552960955%	$ 134,978
Town of Hudson	$ 1,160,416,700	28.6966755505%	$ 356,822
City of Hudson	$ 2,132,731,200	52.7416533068%	$ 655,803
Total	$ 4,043,732,167	100.0000000000%	$ 1,243,426

FIVE YEAR FIRE RUNS

	Fire Runs Five Year Average	Percent of District	Gross Distribution
Town of Troy	14.6	3.4000931532%	$ 42,278
North Hudson	28.2	6.5673032138%	$ 81,660
Town of Hudson	99.6	23.1951560317%	$ 288,415
City of Hudson	287	66.8374476013%	$ 831,074
Total	429.4	100.0000000000%	$ 1,243,426