## Aitkin County Board of Commissioners Request for County Board Action/Agenda Item Cover Sheet



To: Chairperson, Aitkin County Board of Commissioners Date: <u>December 31, 2012</u>		
Via: Patrick Wussow, County Administrator		
From: Kirk Peysar, County Auditor		
Title of Item:		
Fire Protection Contract with City of McGrath		
Requested Meeting Date:Sth Estimated Presentation Time:n/a		
Presenter: Kirk Peysar		
Type of Action Requested (check all that apply)		
For info only, no action requestedx Approve under Consent Agenda		
For discussion only with possible future action Adopt Ordinance Revision		
Let/Award Bid or Quote (attach copy of basic bid/quote specs or summary of complex specs, each bid/quote received & bid/quote		
comparison)Approve/adopt proposal by motionApprove/adopt proposal by resolution (attach draft resolution)		
Authorize filling vacant staff position		
Request to schedule public hearing or sale Other (please list)		
Request by member of the public to be heard		
Item should be addressed in closed session under MN Statute		
Fiscal Impact (check all that apply)		
Is this item in the current approved budget? Yes No (attach explanation)		
What type of expenditure is this? Operating Other (attach explanation)		
Revenue line account # that funds this item is:		
Expenditure line account # for this item is:04-422-6801		
Staffing Impact (Any yes answer requires a review by Human Resources Manager before going to the board)		
Duties of a department employee(s) may be materially affectedYes _x_No		
Applicable job description(s) may require revisionYes_X_No		
Item may impact a bargaining unit agreement or county work policyYesx_No  Item may change the department's authorized staffing levelYes _xNo  HR Review		
1.9		
Supporting Attachment(s)  x Memorandum Summary of Item		
Copy of applicable county policy and/or ordinance (excerpts acceptable)		
Copy of applicable state/federal statute/regulation (excerpts acceptable)		
Copy of applicable contract and/or agreement		
Original bid spec or quote request (excluding complex construction projects)		
Bids/quotes received (excluding complex construction projects, provide comparison worksheet)		
Bid/quote comparison worksheet		
Draft County Board resolution		
Plat approval check-list and supporting documents Copy of previous minutes related to this issue		
Copy of previous fillinates related to this issueX_ Other supporting document(s) (please list)contract		
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Provide eleven (11) copies of supporting documentation <u>NO LATER THAN Wednesday at 8:00am</u> to make the Board's agenda for the following Tuesday. Items <u>WILL NOT</u> be placed on the Board agenda unless complete documentation is provided for mailing in the Board packets. (see reverse side for details)

## Kirk Peysar **Aitkin County Auditor**

209 Second Street Northwest Room 202 Aitkin, Minnesota 56431 218.927.7354

December 31, 2012

To:

Board of Commissioners

From: Kirk Peysar, County Auditor

Re:

2013 Fire Protection contract with City of McGrath

City of McGrath has submitted a renewal contract to provide fire protection to the unorganized township 45-24 (Jewett). The allocation of fire protection cost is as follows: 45-24 \$404.92

Request to authorize signatures to the 2013 Fire Protection contract with City of McGrath Township for the unorganized township.

## CONTRACT FOR TOWNSHIP FIRE PROTECTION

This agreement, made and entered into this 1st day of Jan 2013 by and between the City of McGrath, Aitkin County, Minnesota and the Township of Unequality, Aitkin County, Minnesota.

Whereas, the second party, deeming it advisable to have available for the benifit of the residents of said Township, services of the McGrath Fire Dept. and electors Township have pursuant to law, provided a fund for furnishing of such service and

Whereas, City by appropriate action authorized it's Mayor and Clerk to enter into contract with Township.

Now therfore, it is mutually agreed between parties, that for a period of \_\_\_\_\_\_\_ years from and after the date herof, the Fire Dept. of McCrath will answer any and all fire calls of the residents in the following sections \_\_\_\_\_\_\_\_ of Township and will respond to such calls with suitable fire fighting apparatus to render all assistance possible in the saving of life and property. In the event of two calls, first call shall have priorty and the second call shall be answered as soon as possible, it being understood that McCrath has other contracts, and it beinf further understood that the property within City shall have first call on the services of the Fire Dept.

In consideration of such services, second party agrees to pay the sum of 900.92, payable in advance.

It is understood and agreed however that in the event that road and weather conditions be such that the fire run cannot be made with reasonable safety to men and equipment, the decision of the Fire Chief or other Fire Dept. offical being final in such event, that said City shall not be liable in any way to Township, or to any person, firm, or corporation for failure of the Dept. to attend a fire or to extinguish a fire or for any damage to or loss of goods.

In consideration of such services, parties served agree to pay \$250.00 per fire run.

It is understood and agreed that this contract shall continue in effect for a period of not more than  $\frac{1}{2}$  year with the privilege of canceling by either party with a written notice wihtin thirty days.

CONTRACT DATE Jan 1 2013 to Jan 1 2014

In witness whereof, the respective parties have caused this instrument to be executed by respective officers thereof CITY OF McGRATH TOWNSHIP of 45-24 (Jewell)

Мауог	Chairman
Clerk	Clerk