

Board of County Commissioners Agenda Request

Requested Meeting Date: Feb, 24, 2015



Title of Item: 2015 Fire Protection Contract **Action Requested: Direction Requested REGULAR AGENDA** Approve/Deny Motion Discussion Item CONSENT AGENDA Adopt Resolution (attach draft) Hold Public Hearing* INFORMATION ONLY *provide copy of hearing notice that was published Submitted by: Department: Kirk Peysar, County Auditor County Auditor Presenter (Name and Title): **Estimated Time Needed:** Kirk Peysar, County Auditor n/a **Summary of Issue:** Approve and authorize signatures to the 2015 Fire Protection Contract for the Unorganized Town of 45-24 (Jewett) with McGrath Fire Department. Alternatives, Options, Effects on Others/Comments: **Recommended Action/Motion:** Approve and authorize signatures to the contract with Ball-Bluff Township for 2015 of mc Grath **Financial Impact:** No Is there a cost associated with this request? Yes What is the total cost, with tax and shipping? \$ as attached Is this budgeted? Yes Please Explain: No

Kirk Peysar **Aitkin County Auditor**

209 Second Street Northwest Room 202 Aitkin, Minnesota 56431 218.927.7354

February 17, 2015

To:

Board of Commissioners

From: Kirk Peysar, County Auditor

Re:

2015 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 \$455.90

Request to authorize signatures to the 2015 Fire Protection contract with City of McGrath Township for the unorganized township.

CONTRACT FOR TOWNSHIP FIRE PROTECTION

This agreement, made and entered into this \(\frac{15\}{2} \) day of \(\frac{36\}{2} \) by and between the City of McGrath, Aitkin County, Minnesota and the Township of \(\frac{16\}{2} \) 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 1 years from and after the date herof, the Fire Dept. of McGrath 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 McGrath 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 \$955-90, 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 1 year with the privilege of canceling by either party with a written notice wintin thirty days.

CONTRACT DATE Jan 2011

In witness where instrument to be CITY OF McGRATH	of, the respective parties have caused thi executed by respective officers thereof. TOWNSHIP of	S
Mayor	chairman	

Clerk

Clerk