



# Board of County Commissioners Agenda Request

20  
Agenda Item #

**Requested Meeting Date:** February 12, 2019

**Title of Item:** Fire Protection Contract-City of McGrath

<input type="checkbox"/> REGULAR AGENDA <input checked="" type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	<b>Action Requested:</b> <input checked="" type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft) <small>*provide copy of hearing notice that was published</small>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing*
<b>Submitted by:</b> Kirk Peysar, County Auditor		<b>Department:</b> County Auditor
<b>Presenter (Name and Title):</b> Kirk Peysar, County Auditor		<b>Estimated Time Needed:</b> n/a
<b>Summary of Issue:</b>  Approve and authorize signatures to the 2019 Fire Protection Contract for the Unorganized Town of 45-24 (Jewett) with McGrath Fire Department.		
<b>Alternatives, Options, Effects on Others/Comments:</b>  		
<b>Recommended Action/Motion:</b> Approve and authorize signatures to the contract		
<b>Financial Impact:</b> Is there a cost associated with this request? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No What is the total cost, with tax and shipping? \$ as attached Is this budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>Please Explain:</i>		

Legally binding agreements must have County Attorney approval prior to submission.

**Kirk Peysar**  
**Aitkin County Auditor**  
209 Second Street Northwest Room 202  
Aitkin, Minnesota 56431  
218.927.7354

January 22, 2019

To: Board of Commissioners

From: Kirk Peysar, County Auditor 

Re: 2019 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 \$554.14

Request to authorize signatures to the 2019 Fire Protection contract with City of McGrath Township for the unorganized township.

CONTRACT FOR TOWNSHIP FIRE PROTECTION

This agreement, made and entered into this 1~~st~~ day of JAN 2019 by and between the City of McGrath, Aitkin County, Minnesota and the township of UNORGANIZED, Aitkin County, Minnesota.

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

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

Now, therefore; it is mutually agreed between parties, that for a period of 1 year from and after the date hereof, the Fire Department of McGrath will answer any and all fire calls of the residents in the following sections 45-24 of Township and will respond to such calls with suitable firefighting apparatus to render all assistance possible in the saving of life and property. In the event of two calls, the first call shall have priority and the second call shall be answered as soon as possible, it being understood that McGrath has other contracts, and it being further understood that the property within City limits shall have first call on the services of the Fire Department.

In consideration of such services, second party agrees to pay the sum of \$ 554.14, payable in advance.

It is understood and agreed however that in the event that the 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 Department official 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 department to attend a fire or to extinguish a fire or for damage to or loss of goods.

In consideration of such services, parties served agreed to pay \$350.00 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 cancelling by either party with a written notice within thirty days.

CONTRACT DATE JAN. 1 2019 to JAN. 1 2020

In witness thereof, the respective parties have caused this instrument to be executed by the respective officers thereof.

CITY OF MCGRATH

TOWNSHIP

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_  
CLERK

\_\_\_\_\_  
CLERK