



# Board of County Commissioners Agenda Request

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Agenda Item #

**Requested Meeting Date:** June 11, 2019

**Title of Item:** Fire Protection Contracts

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| <input type="checkbox"/> REGULAR AGENDA<br><input checked="" type="checkbox"/> CONSENT AGENDA<br><input type="checkbox"/> INFORMATION ONLY  | <b>Action Requested:</b><br><input checked="" type="checkbox"/> Approve/Deny Motion<br><input type="checkbox"/> Adopt Resolution (attach draft) | <input type="checkbox"/> Direction Requested<br><input type="checkbox"/> Discussion Item<br><input type="checkbox"/> Hold Public Hearing*<br><small>*provide copy of hearing notice that was published</small> |
| <b>Submitted by:</b><br>Kirk Peysar, County Auditor   |   | <b>Department:</b><br>County Auditor   |
| <b>Presenter (Name and Title):</b><br>Kirk Peysar, County Auditor   |   | <b>Estimated Time Needed:</b><br>n/a   |
| <b>Summary of Issue:</b><br><br>Approve and authorize signatures to the Fire Protection Contract for the Unorganized Towns of 52-25 (Quadna), 52-27 (Shovel Lake) and 51-27 (Lemay) with City of Hill City Fire Department.   |   |  |
| <b>Alternatives, Options, Effects on Others/Comments:</b><br><br>   |   |  |
| <b>Recommended Action/Motion:</b><br>Approve and authorize signatures to the contracts with City of Hill City Fire Department.  |   |  |
| <b>Financial Impact:</b><br>Is there a cost associated with this request? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br>What is the total cost, with tax and shipping? \$ as attached<br>Is this budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No     Please Explain: |   |  |

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

June 4, 2019

To: Board of Commissioners

From: Kirk Peysar, County Auditor 

Re: 2020 Fire Protection contract with the City of Hill City

The City of Hill City has submitted a renewal contract to provide fire protection to the 3 neighboring unorganized townships. The allocation of fire protection costs are as follows: 52-25 \$2,708.85, 52-27 \$5,488.34, and 51-27 \$1,226.73.

Request to authorize signatures to the 2020 Fire Protection contract with the City of Hill City for the unorganized townships.

## AGREEMENT FOR FIRE SERVICE

This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the City of Hill City Fire Department, hereinafter called the City of Hill City and the township of Unorganized 52-27, hereinafter called the "Town".

1. The City of Hill City agrees to furnish fire protection to all properties within the Town for this contract and under the conditions herein provided.
2. In providing said fire protection service, the City of Hill City agrees as follows:
  - A. To make reasonable efforts to respond to all fire calls in the Town.
  - B. To provide and keep in good operating condition fire fighting equipment adequate to provide such fire protection service.
  - C. It is contemplated that the City of Hill City will provide similar fire protection service in several towns in Aitkin and Itasca County. If two or more calls are received, the City will answer them in the order in which they are received.
  - D. Road and weather conditions must be such that the fire call can be made with reasonable safety to the firemen and equipment. The decision of the City, whether the fire run can be made with reasonable safety to the firemen and equipment, shall be final.
  - E. The City shall not be liable to the Town for the loss or damage of any kind whatever resulting from any failure to furnish or any delay in furnishing firemen or fire equipment, or from any failure to prevent, control, or extinguish fire whether such loss or damage is caused by the negligence of the employees of the City or otherwise.
3. For the services contracted, the Town shall pay into the City Fire Account its fair share annually. The City shall pay into the City Fire Account its fair share annually. The City shall annually determine the fair share cost of fire service, and notify the Township of that amount before its annual meeting. Your fair share cost of fire service for this service contract is \$5488.31. Payments can be made at the discretion of the Town as long as the total fair share amount is paid each year.
4. The Town shall annually, during the term of this contract, make a tax levy which has been authorized by the town electors for the purpose of providing their fair share of the costs of operating this fire protection service. This levy shall be

reviewed each year and any changes made as certified by the City, who shall file a detailed budget account of the costs of providing such service.

5. This contract shall run from its date for a term on one (1) year, unless earlier terminated by written notice of either party given by mail three (3) months prior to any anniversary date of this contract.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands

this \_\_\_\_\_ day of \_\_\_\_\_.

CITY OF HILL CITY

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands

this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

TOWN OF \_\_\_\_\_

By: \_\_\_\_\_  
Chairman of Town Board

ATTEST:

\_\_\_\_\_  
Town Clerk

## AGREEMENT FOR FIRE SERVICE

This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the City of Hill City Fire Department, hereinafter called the City of Hill City and the township of Unorganized 51-27, hereinafter called the "Town".

1. The City of Hill City agrees to furnish fire protection to all properties within the Town for this contract and under the conditions herein provided.
2. In providing said fire protection service, the City of Hill City agrees as follows:
  - A. To make reasonable efforts to respond to all fire calls in the Town.
  - B. To provide and keep in good operating condition fire fighting equipment adequate to provide such fire protection service.
  - C. It is contemplated that the City of Hill City will provide similar fire protection service in several towns in Aitkin and Itasca County. If two or more calls are received, the City will answer them in the order in which they are received.
  - D. Road and weather conditions must be such that the fire call can be made with reasonable safety to the firemen and equipment. The decision of the City, whether the fire run can be made with reasonable safety to the firemen and equipment, shall be final.
  - E. The City shall not be liable to the Town for the loss or damage of any kind whatever resulting from any failure to furnish or any delay in furnishing firemen or fire equipment, or from any failure to prevent, control, or extinguish fire whether such loss or damage is caused by the negligence of the employees of the City or otherwise.
3. For the services contracted, the Town shall pay into the City Fire Account its fair share annually. The City shall pay into the City Fire Account its fair share annually. The City shall annually determine the fair share cost of fire service, and notify the Township of that amount before its annual meeting. Your fair share cost of fire service for this service contract is \$ 1226.73 Payments can be made at the discretion of the Town as long as the total fair share amount is paid each year.
4. The Town shall annually, during the term of this contract, make a tax levy which has been authorized by the town electors for the purpose of providing their fair share of the costs of operating this fire protection service. This levy shall be

reviewed each year and any changes made as certified by the City, who shall file a detailed budget account of the costs of providing such service.

5. This contract shall run from its date for a term on one (1) year, unless earlier terminated by written notice of either party given by mail three (3) months prior to any anniversary date of this contract.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands

this \_\_\_\_\_ day of \_\_\_\_\_.

CITY OF HILL CITY

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

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this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

TOWN OF \_\_\_\_\_

By: \_\_\_\_\_  
Chairman of Town Board

ATTEST:

\_\_\_\_\_  
Town Clerk

## AGREEMENT FOR FIRE SERVICE

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the City of Hill City Fire Department, hereinafter called the City of Hill City and the township of Unorganized 52-25, hereinafter called the "Town".

1. The City of Hill City agrees to furnish fire protection to all properties within the Town for this contract and under the conditions herein provided.
2. In providing said fire protection service, the City of Hill City agrees as follows:
  - A. To make reasonable efforts to respond to all fire calls in the Town.
  - B. To provide and keep in good operating condition fire fighting equipment adequate to provide such fire protection service.
  - C. It is contemplated that the City of Hill City will provide similar fire protection service in several towns in Aitkin and Itasca County. If two or more calls are received, the City will answer them in the order in which they are received.
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4. The Town shall annually, during the term of this contract, make a tax levy which has been authorized by the town electors for the purpose of providing their fair share of the costs of operating this fire protection service. This levy shall be

reviewed each year and any changes made as certified by the City, who shall file a detailed budget account of the costs of providing such service.

5. This contract shall run from its date for a term on one (1) year, unless earlier terminated by written notice of either party given by mail three (3) months prior to any anniversary date of this contract.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands

this \_\_\_\_\_ day of \_\_\_\_\_.

CITY OF HILL CITY

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands

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TOWN OF \_\_\_\_\_

By: \_\_\_\_\_  
Chairman of Town Board

ATTEST:

\_\_\_\_\_  
Town Clerk