



Board of County Commissioners Agenda Request

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Agenda Item #

Requested Meeting Date: June 11, 2019

Title of Item: Fire Protection Contract-City of McGregor

<input type="checkbox"/> REGULAR AGENDA <input checked="" type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	Action Requested: <input checked="" type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft)	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing* <small>*provide copy of hearing notice that was published</small>
Submitted by: Kirk Peysar, County Auditor		Department: County Auditor
Presenter (Name and Title): Kirk Peysar, County Auditor		Estimated Time Needed: n/a
Summary of Issue: Approve and authorize signatures to the Fire Protection Contract for the Unorganized Town of 47-24 (Davidson) with McGregor Fire Department.		
Alternatives, Options, Effects on Others/Comments: 		
Recommended Action/Motion: Approve and authorize signatures to the contract with McGregor Fire Department.		
Financial Impact: 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 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: 2019 Fire Protection contract with McGregor Fire Department

McGregor Fire Department has submitted a renewal contract to provide fire protection to the unorganized township 47-24 (Davidson). The allocation of fire protection cost is as follows: 47-24 \$1,979.93

Request to authorize signatures to the Fire Protection contract with McGregor Fire Department for the unorganized township.

AGREEMENT FOR FIRE SERVICE

This agreement, made and entered into this 4th day of ~~March~~^{June} 2019, between the City of McGregor Rural Fire Service, hereinafter called the City of McGregor, and the Township of Unorg. 47-24, hereinafter called the Town.

1. The City of McGregor agrees to furnish fire protection to all properties within the Town for the terms of this contract and under the conditions herein provided.
2. In providing said fire protection service the City of McGregor 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 McGregor will provide similar fire protection service in several towns in Aitkin County. If two or more calls are received, the City of McGregor 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 firefighters and equipment. The decision of the City, whether the fire run can be made with reasonable safety to the firefighters and equipment, shall be final.
 - E. The City shall not be liable to the Town for loss or damage of any kind whatever resulting from any failure to furnish or any delay in furnishing firefighters or fire equipment, or any failure to prevent, control or extinguish fire for damage to goods or for any other reason.
 - F. The City shall make no claim against said Town on account of damage to the property of the City of McGregor while in the fire service of the Town. The City shall carry liability insurance protecting itself against damage claims of its firefighters for personal injuries sustained while in the service of said Town, and further, shall carry liability insurance so far as negligent acts of the firefighters in the employ of the City of McGregor are concerned.
3. For the services herein contracted, the Town shall pay into the Rural Fire Account the amount received by the Town from its annual tax levy made for such fire protection, and determined as their fair share of the cost of this service. Payments can be made in full or immediately upon receipt by the Town of its tax apportionments in which such levy is received.
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 the operating of 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 of five (5) years, unless earlier terminated by written notice of either party given by mail three (3) months prior to any anniversary date of this contract.

Town of _____ By _____ Date _____
Chairperson

City of McGregor (Fire Dept.) By _____ Date _____
Mayor