



Board of County Commissioners Agenda Request

210
Agenda Item #

Requested Meeting Date: March 10, 2020

Title of Item: Fire Protection Contract-City of McGregor

- REGULAR AGENDA
- CONSENT AGENDA
- INFORMATION ONLY

Action Requested:

- Approve/Deny Motion
- Adopt Resolution (attach draft)

Direction Requested

Discussion Item

Hold Public Hearing*

**provide copy of hearing notice that was published*

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? Yes No

What is the total cost, with tax and shipping? \$ as attached

Is this budgeted? Yes No *Please Explain:*

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

February 25, 2020

To: Board of Commissioners

From: Kirk Peysar, County Auditor 

Re: Fire Protection contract with McGregor Fire Department

McGregor Fire Department has submitted a 5 year renewal contract to provide fire protection to the unorganized township 47-24 (Davidson).

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 18th day of February, 2020, between the City of McGregor Rural Fire Service, hereinafter called the City of McGregor, and the Township of Davidson (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 February 18, 2020

Mayor