



# Board of County Commissioners Agenda Request

24  
Agenda Item #

**Requested Meeting Date:** November 14, 2017

**Title of Item:** Fire Protection Contract with Ball Bluff

<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) <i>*provide copy of hearing notice that was published</i>	<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 2018 Fire Protection Contract for the Unorganized Towns of 51-22, 52-22, and 52-24 with Ball Bluff Township/Jacobson Volunteer Fire Department.		
<b>Alternatives, Options, Effects on Others/Comments:</b>  		
<b>Recommended Action/Motion:</b> Approve and authorize signatures to the contract with Ball Bluff Township for 2018		
<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

November 6, 2017

To: Board of Commissioners

From: Kirk Peysar, County Auditor 

Re: 2018 Fire Protection contract with Ball Bluff Township

Ball Bluff Township has submitted a renewal contract to provide fire protection to the 3 neighboring unorganized townships. The allocation of fire protection costs are as follows: 51-22 \$149.84; 52-22 \$12,043.00; and 52-24 \$1,369.29.

Request to authorize signatures to the 2018 Fire Protection contract with Ball Bluff Township for the unorganized townships.

**Jacobson Volunteer Fire Department  
Fiduciary Agent: Ball Bluff Township  
Fire Protection Agreement  
with Aitkin County Fiduciary Agent for:  
Unorg. Townships: 51-22, 52-22, 52-24  
Effective January 1, 2018**

This agreement made and entered into by and between the Jacobson Volunteer Fire Department, in the Township of Ball Bluff, in the County of Aitkin in the State of Minnesota and the Townships of 51-22, 52-22, 52-24, a township of the County of Aitkin in the State of Minnesota.

**WHEREAS**, the Townships of 51-22, 52-22, 52-24 desires the services of the Jacobson Volunteer Fire Department in case of fires occurring in 51-22, 52-22, 52-24 Townships as well as the emergency medical services of the Jacobson Volunteer Fire Department 1st Responders in case of a medical emergency, and

**WHEREAS**, the Township of Ball Bluff maintains a volunteer fire department with emergency medical response capability, which department is available to provide fire protection and emergency medical response services to properties located in the Townships of 51-22, 52-22, 52-24, and

**THEREFORE**, it is agreed by and between said parties as follows:

1. The Jacobson Volunteer Fire Department shall provide fire protection and emergency medical response services to those properties in 51-22, 52-22, 52-24 Township lying within the areas outlined in red on the attached map. Such fire protection and emergency medical response services shall be provided from **January 1, 2018 through December 31, 2018** with the existing and any newly-obtained fire, medical equipment, apparatus and with members of the Jacobson Volunteer Fire Department.
2. Jacobson Volunteer Fire Department agrees to provide fire protection and emergency medical response services as described above to 51-22, 52-22, 52-24 Township in exchange for payment of the portion of the budget that would be equal to the portion of 51-22, 52-22, 52-24's tax capacity in relation to the tax capacity of the fire departments total coverage area. **The portions are as follows 51-22 \$149.84, 52-22 \$12,043.00, 52-24 \$1,369.29, which will provide coverage from January 1, 2018 to December 31, 2018.** Payment arrangements should be made with the clerk of Ball Bluff Township (fiduciary agent of the Jacobson Volunteer Fire Department), 68368 198<sup>th</sup> Ave., Jacobson, MN 55752.
3. The Jacobson Volunteer Fire Department's obligation to provide fire protection service and emergency medical response shall be subject to the following:
  - a. If road and weather conditions at the time of the call are such that the fire/medical run cannot be made with reasonable safety to men and equipment, and the decision of the Fire Chief or his Assistant or Captains in charge shall be final in such matter, no obligation arises under this agreement on the part of the Jacobson Volunteer Fire Department to answer such call.
  - b. In the event that a sufficient amount of the fire fighting/medical equipment and number of volunteer firemen, or both, are committed at the time of which another fire call comes in from the dispatcher of Aitkin County, in the sole judgment of the Fire Chief, his Assistant or Captains, to fighting pre-existing fires or attending pre-existing medical emergencies, so as to render the available equipment and manpower inadequate to answer a fire or medical call from the dispatcher of Aitkin County, no obligation shall arise under this agreement to answer such call. A pre-existing fire/medical emergency for the purposes of this agreement shall be a fire/medical emergency to which the Jacobson Volunteer Fire Department is called previous to receiving the call from the dispatcher of Aitkin County and which fire is still being fought or medical emergency is still being attended to by the Jacobson Volunteer Fire Department at the time the call from the dispatcher of Aitkin County is received.

- c. In the event a fire call is answered by the Jacobson Volunteer Fire Department, but before the fire in question is extinguished, the fire fighting equipment or volunteer firemen, or both are needed to fight another fire in the Jacobson Fire Departments fire district to protect property in the Jacobson Fire Departments fire district from a fire, the Chief or his Assistant Chief or Captains without liability therefore to any person or to the Jacobson Volunteer Fire Department or Township of Ball Bluff under this agreement, may in their judgment recall the fire equipment and firemen to another emergency for the purpose of fighting the fire in the fire district. The judgment of the Fire Chief, Assistant Chief or Captains shall be final and no person or party shall have recourse against the Townships or fire department for any damages or losses resulting from such action or decision.
- d. The first Responder's protocols for medical response units receiving medical direction from Med-1 Ambulance Service Inc., Minnesota Emergency Medical Services Regulatory Board, Minnesota Statutes 144E.27 subd. 5: The 1st responders from the Jacobson area and of the Jacobson Volunteer Fire Department responds in the geographical are licensed to Med-1 Inc. and their mutual aid area.
4. The parties acknowledge the fact that the Jacobson Volunteer Fire Department may enter into similar contracts with other townships, and acknowledge that the Jacobson Volunteer Fire Department has entered into mutual aid contracts with other Fire Departments in other municipalities, and that a fire call under any such contract preceding a call in the Township could be a valid and reasonable basis for the decision of the Fire Chief, Assistant Chief or Captains in refusing to answer a fire call in the Township.
5. Because the Jacobson Volunteer Fire Department has heretofore entered into mutual assistance fire fighting agreements with other municipalities possessing fire fighting equipment and firemen, which equipment and firemen could be called by the Chief, Assistant Chief or Captains to a fire in the Township, the Township agrees to pay such additional cost as may be incurred thereby if the sole judgment of the Chief, or his Assistant Chief or Captains, such additional fire fighting equipment and firemen are needed to fight a fire in the Township and are in fact called to such fire by the Chief, or his Assistant Chief or Captains.
6. Ball Bluff Township shall appoint one person from its board to sit on the Jacobson Volunteer Fire Department Budget Committee to assist in preparing the following year's fire department budget and attend their monthly fire department meetings.
7. Townships contracted with the Jacobson Volunteer Fire Department is invited to send representatives to the Jacobson Volunteer Fire Department meetings and Ball Bluff Township meetings. The Jacobson Volunteer Fire Department business meeting is held the first Thursday of each month. The Township of Ball Bluff meets the second Tuesday of each month.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 12<sup>th</sup> day of October, 2017.

Township of **Ball Bluff Township**

by Steve J. Saari  
Chairman

Attest: Tommy Swing  
Township Clerk

by Dee Kelly  
Fire Chief

Township of **Unorganized 51-22, 52-22, 52-24**

by \_\_\_\_\_  
Chairman

Attest: \_\_\_\_\_  
Township Clerk