

**RESOLUTION NO. R18-21**

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO SIGN A  
MUTUAL AID AGREEMENT FOR FIRE PROTECTION BETWEEN THE CITY OF  
LAUREL AND THE PARK CITY FIRE DISTRICT.**

WHEREAS, the City's fire department and the Park City Fire District best serve the city and fire district by agreeing to mutually aid one another should the need arise; and

WHEREAS, the firefighting agencies negotiated a Mutual Aid Agreement for Fire Protection and the agreement accomplishes the purpose and objective of each party; and

WHEREAS, City staff has reviewed the attached Mutual Aid Agreement for Fire Protection, and has determined it is acceptable and in the best interest of the City.


NOW THEREFORE BE IT RESOLVED by the City Council of the City of Laurel, Montana, that the Mayor is authorized to sign the attached Mutual Aid Agreement for Fire Protection on behalf of the City of Laurel.

Introduced at a regular meeting of the City Council on May 15, 2018, by Council Member  
Wilke.


PASSED and APPROVED by the City Council of the City of Laurel this 15<sup>th</sup> day of May 2018.

APPROVED by the Mayor this 15<sup>th</sup> day of May 2018.

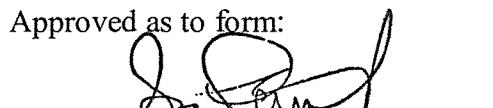
CITY OF LAUREL

  
Thomas C. Nelson, Mayor

ATTEST:

  
Bethany Langve, Clerk-Treasurer

Approved as to form:

  
Sam Painter, Civil City Attorney

## AGREEMENT FOR MUTUAL AID IN FIRE PROTECTION

WHEREAS, it has been determined by the City of Laurel, Montana that it is to its advantage and in the best interest of the county that the following mutual aid agreement for fire protection be entered into between City of Laurel, Montana and Park City Fire District;

THIS AGREEMENT, entered into this 15<sup>th</sup> day of May, 2018 between City of Laurel, Montana and the Park City Fire District is for the purpose of securing to each the benefits of mutual aid in fire protection of life and property.

It is agreed that:

1. Upon request by a representative of the City of Laurel, Montana, firefighting equipment will be dispatched to provide aid either as a standby unit or as a combat unit to be placed under the command of the chief or incident commander of City of Laurel, Montana. This unit will respond with the permission of the fire chief of the Park City Fire District or incident commander whenever the chief or incident commander of the City of Laurel, Montana deems it to be in the best interest of their service area to provide additional equipment and manpower to extinguish a conflagration within their service area or to assist along Interstate 90.
2. Upon request by a representative of the Park City Fire District, firefighting equipment will be dispatched to provide aid either as a standby unit or as a combat unit to be placed under the command of the chief or incident commander of the Park City Fire District. This unit will respond with the permission of the fire chief of the City of Laurel, Montana or incident commander whenever the chief or incident commander of the Park City Fire District deems it to be in the best interest of their service area to provide additional equipment and manpower to extinguish a conflagration within their service area or to assist along Interstate 90.
3. Any dispatch of equipment and personnel pursuant to this agreement is subject to the following conditions:
  - a. Any request for aid hereunder shall include a statement of the amount and type of equipment and number of personnel requested, and shall specify the location to which the equipment and personnel are to be dispatched but the amount and type of equipment and number of personnel to be furnished shall be determined by a representative of the responding organization
  - b. The responding organization shall report to the officer in charge of the requesting organization at the location to which the equipment is dispatched and shall be subject to the orders of that official.
  - c. A responding organization shall be released by the requesting organization when the services of the responding organization are no longer needed or when the responding organizations is needed within the area for which it normally provides fire protection
4. Each party waives all claims against every other party for compensation for any loss, damage or personal injury or death occurring as a consequence of the performance of this agreement.

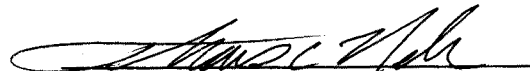
5. No party shall be reimbursed by any other party for any cost incurred pursuant to this agreement.
6. If the requesting organization is going to bill for the incident, then the responding organization should be a part of that bill.
7. Any and all reports, upon request, will be provided by the requesting organization at no cost to the responding organization for legal and record purposes.
8. Either party shall have the right to withdraw from further participation in this agreement at any time upon sixty (60) days written notice to the other party.
9. This agreement shall continue in effect until jointly modified or amended or terminated as per paragraph seven (7).

Dated this 15<sup>th</sup> day of May, 2018

Park City Fire District

City of Laurel

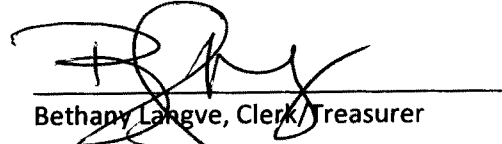
  
Trustee

  
Thomas C. Nelson, Mayor

  
Trustee

Attest:

Trustee

  
Bethany Langve, Clerk/Treasurer

Trustee

Trustee