

**RESOLUTION NO. R18-32**

**A RESOLUTION APPROVING AGREEMENTS BETWEEN THE  
CITY OF LAUREL AND LAUREL FIRE DISTRICT NO. 5,  
SAID AGREEMENTS RELATING TO FIRE PROTECTION**

BE IT RESOLVED by the City Council of the City of Laurel, Montana,

Section 1: Approval. The Agreements between the City of Laurel and Laurel Rural Fire District No. 5, relating to fire protection for the respective fiscal years: 2018-2019, 2019-2020, 2020-2021, copies attached hereto, be and the same are hereby approved.

Section 2: Execution. The Mayor and the City Clerk of the City of Laurel are hereby given authority to execute said agreements on behalf of the City.

Introduced at a meeting of the City Council on June 19, 2018, by Council Member Klose.

PASSED and ADOPTED by the City Council of the City of Laurel, Montana, this 19<sup>th</sup> day of June 2018.

CITY OF LAUREL



Thomas C. Nelson, Mayor

ATTEST:



Bethany Langve, Clerk-Treasurer

APPROVED AS TO FORM:



Sam Painter Civil City Attorney

## AGREEMENT

THIS AGREEMENT, made and entered into this 1<sup>st</sup> day of July, 2018, by and between the CITY OF LAUREL, a municipal Corporation, Yellowstone County, Montana, hereinafter known as the City, and RURAL FIRE DISTRICT NO. 5, a rural fire district, organized and established by the Board of County Commissioners, of Yellowstone County Montana, pursuant to the laws of Montana, made and provided, hereinafter called the FIRE DISTRICT.

WHEREAS, the said Fire District has requested the City to provide fire protection to the said district and the said City is agreeable to provide said fire protection.

NOW, THEREFORE, for the mutual benefit and advantage of each, it is herewith agreed as follows:

### I.

That the said City, in consideration of the covenants and agreements of the said Fire District hereafter agrees as follows:

1. To dispatch the City fire equipment and personnel to fight fires, explosions, or to answer emergency resuscitation calls to endangered property within the said Fire District upon notification to the City.
2. It is expressly agreed and understood that the amount dispatched, the type of equipment, the number of personnel dispatched, the manner of fighting the fire or explosion, etc., shall be at the sole discretion of the City and its personnel.
3. It is further mutually covenanted, agreed and understood that in the event fire or explosion or resuscitation calls shall occur simultaneously in the District and within the municipal boundaries that the said City shall have the preference to use its equipment and manpower in protecting the City property first, and that protection of City inhabitants and property shall have preference and priority over all call, demand of the District.
4. The City shall have the responsibility for investigating all fires within the District or explosions and attempting to determine the cause of same.

### II.

The District in consideration of the covenants and agreements of the City, as herein stated, agrees as follows:

1. To pay to the City the total sum of \$16,568.34, the same to be divided into two equal payments due December 31, 2018 and June 30, 2019.
2. In the event the District is enlarged or additional homes or buildings built therein, the City may adjust the compensation upwards as required for the additional protection.

3. The District agrees to cooperate with the City and City Fire Department in the inspection of property to be protected and to cooperate in reducing fire risks as may be suggested from time to time by Fire Department personnel.

III.

It is mutually covenanted, agreed and understood that the term of the Agreement shall be for one (1) year, commencing on the 1<sup>st</sup> day of July, 2018 and ending on the 30<sup>th</sup> day of June 2019.

RURAL FIRE DISTRICT NO. 5

Bill Stroud  
Bob K. Klesch  
J. Kent Green  
Jeri Quarty  
Sam Roberts

CITY OF LAUREL

Thomas C. Nelson  
Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve  
Bethany Langve, Clerk/Treasurer

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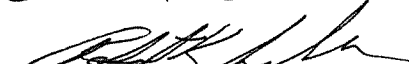
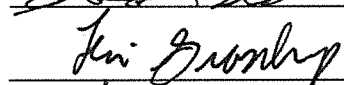

1. To pay to the City the total sum of \$17,065.39, the same to be divided into two equal payments due December 31, 2019 and June 30, 2020.
2. In the event the District is enlarged or additional homes or buildings built therein, the City may adjust the compensation upwards as required for the additional protection.

3. The District agrees to cooperate with the City and City Fire Department in the inspection of property to be protected and to cooperate in reducing fire risks as may be suggested from time to time by Fire Department personnel.

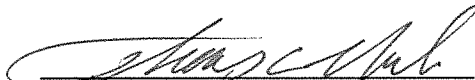
III.

It is mutually covenanted, agreed and understood that the term of the Agreement shall be for one (1) year, commencing on the 1<sup>st</sup> day of July, 2019 and ending on the 30<sup>th</sup> day of June 2020.

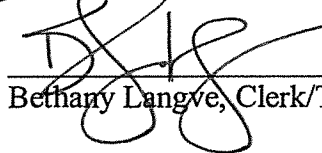
RURAL FIRE DISTRICT NO. 5

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CITY OF LAUREL

  
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Thomas C. Nelson, Mayor

ATTEST:

  
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Bethany Langve, Clerk/Treasurer

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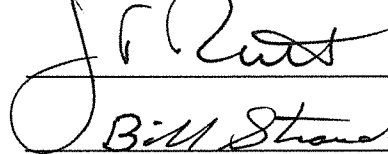
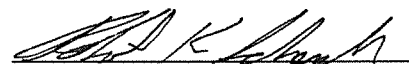
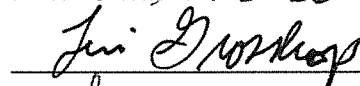
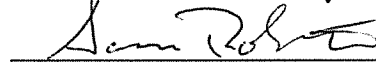
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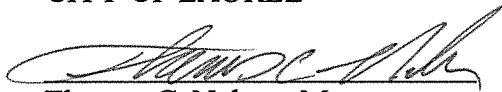
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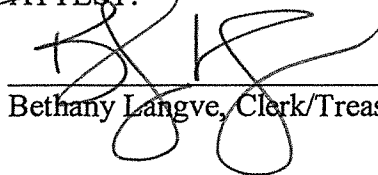
RURAL FIRE DISTRICT NO. 5

  
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Bill Stouch  
  
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CITY OF LAUREL

  
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Thomas C. Nelson, Mayor

ATTEST:

  
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Bethany Langve, Clerk/Treasurer