

RESOLUTION NO. R15-47

**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: 2015-2016, 2016-2017, and 2017-2018, 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 regular meeting of the City Council on June 2, 2015, by Council Member Eaton.

PASSED and APPROVED by the City Council of the City of Laurel this 2nd day of June, 2015.

APPROVED by the Mayor this 2nd day of June, 2015.

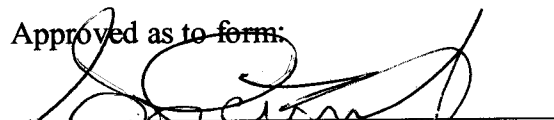
CITY OF LAUREL


Mark A. Mage, Mayor

ATTEST:


Shirley Ewan, Clerk/Treasurer

Approved as to form:


Sam S. Painter, Civil City Attorney

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July, 2015, 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 \$14,872.20, the same to be divided into two equal payments due December 31, 2015 and June 30, 2016.
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 1st day of July, 2015 and ending on the 30th day of June 2016.

RURAL FIRE DISTRICT NO. 5

Bill Strach
J. Hunt
Sam Roberts

CITY OF LAUREL

Mark A. Mace for
Mark A. Mace, Mayor

ATTEST:

Shirley Ewan
Shirley Ewan, Clerk/Treasurer

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July, 2015, 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 \$15,467.09, the same to be divided into two equal payments due December 31, 2016 and June 30, 2017.
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.

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July, 2015, 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 \$16,085.77, the same to be divided into two equal payments due December 31, 2017 and June 30, 2018.
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 1st day of July, 2017 and ending on the 30th day of June 2018.

RURAL FIRE DISTRICT NO. 5

Bill Strand
J. Roberts
Sam Roberts

CITY OF LAUREL

Mark A. Mace for
Mark A. Mace, Mayor

ATTEST:

Shirley Ewan
Shirley Ewan, Clerk/Treasurer