

**Town of Stevensville
Town Council
Special Meeting Agenda
THURSDAY, AUGUST 10th, 2017
7:00 p.m.**

Call to Order and Roll Call

Public Comments

1. Discussion/decision – Approval of Equipment Lease Agreement between the Town of Stevensville Fire Department and Pinesdale Fire Department

Adjournment

The Town of Stevensville Fire Department needs to lease a 2008 Navstar 2500-gallon Attack/Water Tender to support the airport Emergency Facilities and Land Use Agreement for airport heli-base operations.

Funding and expenditures will be included in the 2017/2018 Airport Budget to support the Emergency Facilities and Land Use Agreement.

Funding for the equipment rental will be derived from payments made to the Stevensville Airport under options C and/or D of the Emergency Facilities and Land Use Agreement.

Pinesdale Fire Department will be paid bi weekly starting 3 business days after the Town of Stevensville/Stevensville Airport receives payment from the USDA FS, R1 Regional Office.

The Lease Agreement is for \$800/day for the rental of the equipment.

Insurance will be provided for the lease via the Town's MMIA Equipment Policy.

The Town of Stevensville will make provisions to repair any damage to the leased equipment.

Equipment Lease Agreement

This Equipment Lease Agreement (the "Agreement") is made and entered on _____, _____, by and between Pinesdale Fire Department ("Lessor") and the Town of Stevensville Fire Department ("Lessee") (collectively referred to as the "Parties").

The Parties agree as follows:

1. EQUIPMENT: Lessor hereby leases to Lessee the following equipment: 2008 Navstar 2500-gallon Attack/Water Tender (the "Equipment").

2. LEASE TERM: The lease will start on July 23rd, 2017 and will end on upon termination by Lessee.

3. LEASE PAYMENTS: Lessee agrees to pay to Lessor as rent for the Equipment the amount of \$800.00 ("Rent") each day payable bi-weekly at an address designated by Lessor.

4. DELIVERY: Lessee shall be responsible for all expenses and costs: i) at the beginning of the Lease Term, of shipping the Equipment to Lessee's premises and ii) at the end of the Lease Term, of shipping the Equipment back to Lessor's premises.

5. DEFAULTS: If Lessee fails to perform or fulfill any obligation under this Agreement, Lessee shall be in default of this Agreement. Subject to any statute, ordinance or law to the contrary, Lessee shall have seven (7) days from the date of notice of default by Lessor to cure the default. In the event Lessee does not cure a default, Lessor may at Lessor's option (a) cure such default and the cost of such action may be added to Lessee's financial obligations under this Agreement; or (b) declare Lessee in default of the Agreement. If Lessee shall become insolvent, cease to do business as a going concern or if a petition has been filed by or against Lessee under the Bankruptcy Act or similar federal or state statute, Lessor may immediately declare Lessee in default of this Agreement. In the event of default, Lessor may, as permitted by law, re-take possession of the Equipment. Lessor may, at its option, hold Lessee liable for any difference between the Rent that would have been payable under this Agreement during the balance of the unexpired term and any rent paid by any successive lessee if the Equipment is re-let minus the cost and expenses of such reletting. In the event Lessor is unable to re-let the Equipment during any remaining term of this Agreement, after default by Lessee, Lessor may at its option hold Lessee liable for the balance of the unpaid rent under this Agreement if this Agreement had continued in force.

6. POSSESSION AND SURRENDER OF EQUIPMENT: Lessee shall be entitled to possession of the Equipment on the first day of the Lease Term. At the expiration of the Lease Term, Lessee shall surrender the Equipment to Lessor by delivering the Equipment to Lessor or Lessor's agent in good condition and working order, ordinary wear and tear excepted, as it was at the commencement of the Agreement.

7. USE OF EQUIPMENT: Lessee shall only use the Equipment in a careful and proper manner and will comply with all laws, rules, ordinances, statutes and orders regarding the use, maintenance of storage of the Equipment.

8. CONDITION OF EQUIPMENT AND REPAIR: Lessee or Lessee's agent has inspected the Equipment and acknowledges that the Equipment is in good and acceptable condition.

9. MAINTENANCE, DAMAGE AND LOSS: Lessee will, at Lessee's sole expense, keep and maintain the Equipment clean and in good working order and repair during the Lease Term. In the event the Equipment is lost or damaged beyond repair, Lessee shall pay to Lessor the replacement cost of the Equipment; in addition, the obligations of this Agreement shall continue in full force and effect through the Lease Term.

10. INSURANCE: Lessee shall be responsible to maintain insurance on the Equipment with losses payable to Lessor against fire, theft, collision, and other such risks as are appropriate and specified by Lessor. Upon request by Lessor, Lessee shall provide proof of such insurance.

11. ENCUMBRANCES, TAXES AND OTHER LAWS: Lessee shall keep the Equipment free and clear of any liens or other encumbrances, and shall not permit any act where Lessor's title or rights may be negatively affected. Lessee shall be responsible for complying with and conforming to all laws and regulations relating to the possession, use or maintenance of the Equipment. Furthermore, Lessee shall promptly pay all taxes, fees, licenses and governmental charges, together with any penalties or interest thereon, relating to the possession, use or maintenance of the Equipment.

12. LESSORS REPRESENTATIONS: Lessor represents and warrants that he/she has the right to lease the Equipment as provided in this Agreement and that Lessee shall be entitled to quietly hold and possess the Equipment, and Lessor will not interfere with that right as long as Lessee pays the Rent in a timely manner and performs all other obligations under this Agreement.

13. OWNERSHIP: The Equipment is and shall remain the exclusive property of Lessor.

14. SEVERABILITY: If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

15. ASSIGNMENT: Neither this Agreement nor Lessee's rights hereunder are assignable except with Lessor's prior, written consent.

16. BINDING EFFECT: The covenants and conditions contained in the Agreement shall apply to and bind the Parties and the heirs, legal representatives, successors and permitted assigns of the Parties.

17. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Montana.

18. NOTICE: Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service to:

Lessor
Town of Pinesdale

Lessee
Town of Stevensville
206 Buck Street
Stevensville, Montana 59870
Ph. 406-777-5271

Either party may change such addresses from time to time by providing notice as set forth above.

19. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified in writing and must be signed by both Lessor and Lessee.

20. CUMULATIVE RIGHTS: Lessor's and Lessee's rights under this Agreement are cumulative, and shall not be construed as exclusive of each other unless otherwise required by law.

21. WAIVER: The failure of either party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The acceptance of rent by Lessor does not waive Lessor's right to enforce any provisions of this Agreement.

22. INDEMNIFICATION: Except for damages, claims or losses due to Lessor's acts or negligence, Lessee, to the extent permitted by law, will indemnify and hold Lessor and Lessor's property, free and harmless from any liability for losses, claims, injury to or death of any person, including Lessee, or for damage to property arising from Lessee using and possessing the Equipment or from the acts or omissions of any person or persons, including Lessee, using or possessing the Equipment with Lessee's express or implied consent.

23. ADDITIONAL TERMS & CONDITIONS (Specify “none” if there are no additional provisions)

The Town of Stevensville, MT will pay the Town of Pinesdale, MT equipment lease fees due in accordance with section 3 of this lease agreement within 3 business days of the Town of Stevensville receiving funds regarding the Emergency Facilities and Land Use Agreement with the USDA FS, R1 Regional Office, under Options C and D. Payment will be made bi-weekly in accordance with section 3 of this lease agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

LESSOR:

(Name)

(Position, if applicable)

LESSEE:

(Name)

(Position, if applicable)