

RESOLUTION NO. R18-24

**A RESOLUTION APPROVING AGREEMENTS BETWEEN THE
CITY OF LAUREL AND LAUREL FIRE DISTRICT NO. 8
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. 8, relating to fire protection for the respective fiscal years: 2018-2019 and 2019-2020, and 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.

Section 3. Effective Date: The effective date of this Resolution is upon adoption by the City Council, and the Fire Agreements effective dates are provided within each Agreement.

Introduced at a regular meeting of the City Council on June 5, 2018, by Council Member Klose.

PASSED and APPROVED by the City Council of the City of Laurel this 5th day of June, 2018.

APPROVED by the Mayor this 5th day of June, 2018.

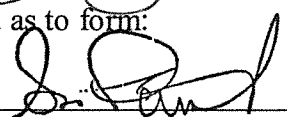
CITY OF LAUREL


Thomas C. Nelson, Mayor

ATTEST:


Bethany Langve, City Clerk/Treasurer

Approved as to form:


Sam S. Painter, Civil City Attorney



LAUREL FIRE/EMS

215 WEST 1ST STREET • LAUREL, MT • 59044
OFFICE 406.628.4911 • FAX 406.628.2185

April 17, 2018,

2018

Fire District 8

Dear Fire District 8 Chairperson,

The Laurel Volunteer Fire Department and the City of Laurel have discussed the upcoming Fire district contracts and other services for the Rural Fire Districts and Fire Service Areas.

We would like to continue to offer contract with a 3% increase each year for the next three years. The increase is due to the rising inflation cost of expenses associated to the fire service. Such increases are for fire apparatus, both new equipment and the maintenance and repair of existing apparatus, personal protective equipment, rising fuel costs and equipment purchases to maintain a highly effective service to our districts.

The proposed increase would be as follows:

Contract Year	Last Contract		% +/-	Increase/ Decrease				Annual Payment
2018- 2019	\$6787.61	x	.03	\$203.63	+	\$6787.61	=	\$6991.24
2019- 2020	\$6991.24	x	.03	\$209.74	+	\$6991.24	=	\$7200.98
2020- 2021	7200.98	x	.03	\$216.03	+	\$7200.98	=	\$7417.01

If your Board of Directors accepts this contract amount, the City of Laurel and the Laurel Fire Department are requesting that the new contracts will be finalized and ready to be presented to the City of Laurel Council by first the Council Workshop in June. If you feel that the new rate is unjust and would like to meet with myself or the City of Laurel Mayor or CAO please contact me and arrange a date and time at your convenience to meet.

Enclosed you will find the contract for the next 3 years of service. Please sign and return to the following by May 15, 2018.

Brittney Moorman
Council Secretary
PO Box 10
Laurel, Mt. 59044

Thank you for your support. If there is anything we can do to help support the Fire District 8 please don't hesitate to call us. Feel free to contact me with any questions or concerns.

Brent S. Peters
Fire Chief, Laurel Fire Department
bpeters@laurel.mt.gov
406-628-4911

AGREEMENT

THIS AGREEMENT, made and entered into this 1st 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. 8, 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:

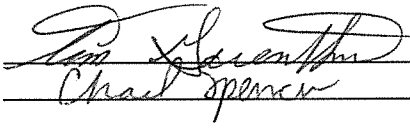
1. To pay to the City the total sum of \$6,991.24, the same to be divided into two equal payments due December 31, 2018 and June 30, 2019.
2. In the event the District is enlarged or additional homes or buildings built therein, the City may adjust the compensation upwards as required for the additional 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.

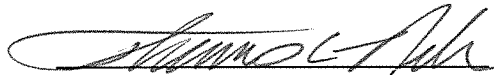
III.

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

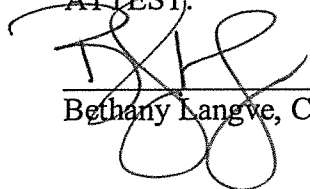
RURAL FIRE DISTRICT NO. 8



CITY OF LAUREL


Thomas C. Nelson, Mayor

ATTEST:



Bethany Langve, Clerk/Treasurer

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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.
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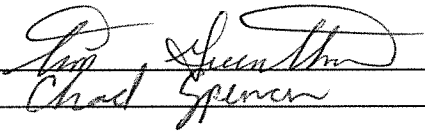
1. To pay to the City the total sum of \$7,200.98, the same to be divided into two equal payments due December 31, 2019 and June 30, 2020.
2. In the event the District is enlarged or additional homes or buildings built therein, the City may adjust the compensation upwards as required for the additional 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.

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RURAL FIRE DISTRICT NO. 8

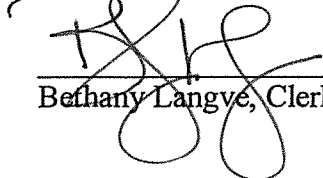


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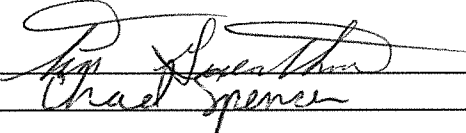
1. To pay to the City the total sum of \$7,417.00, the same to be divided into two equal payments due December 31, 2020 and June 30, 2021.
2. In the event the District is enlarged or additional homes or buildings built therein, the City may adjust the compensation upwards as required for the additional 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.

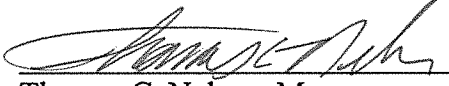
III.

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, 2020 and ending on the 30th day of June 2021.

RURAL FIRE DISTRICT NO. 8

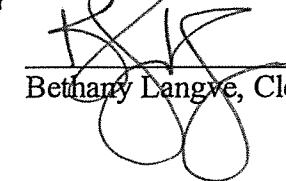


CITY OF LAUREL



Thomas C. Nelson, Mayor

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