

RESOLUTION NO. R18-33

**A RESOLUTION APPROVING AGREEMENTS BETWEEN THE
CITY OF LAUREL AND THE LAUREL URBAN FIRE SERVICE AREA
("LUFSA") 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 the Laurel Urban Fire Service Area ("LUFSA") 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.

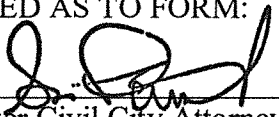
Introduced at a meeting of the City Council on June 19, 2018, by Council Member Stokes.

PASSED and ADOPTED by the City Council of the City of Laurel, Montana, this 19th 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 FOR
LAUREL URBAN FIRE SERVICE AREA (LUFSA) FIRE SERVICES**

THIS AGREEMENT is made and entered into this 1st day of July, 2018, by and between the City of Laurel, Montana, a municipal corporation, hereinafter referred to as the "City" and the Laurel Urban Fire Service Area, hereinafter referred to as the "LUFSA".

WITNESSETH

WHEREAS, the City maintains a fire department and is willing to provide fire protection, prevention, and investigation services to properties within the LUFSA at the same level as such services are provided to properties within the limits of the City, upon the terms and conditions hereinafter provided; and,

WHEREAS, the LUFSA has been duly and properly created by the Board of County Commissioners of Yellowstone County pursuant to the provisions of Sections 7-33-2401 through 7-33-2404, inclusive, of the Montana Code Annotated; and,

WHEREAS, attached hereto and by this reference made a part hereof, is the LUFSA boundary description and map; and,

WHEREAS, the LUFSA desires to obtain the said fire services from the City by entering into a contract with the City for such services; and,

WHEREAS, the Board of County Commissioners for Yellowstone County has transferred the management of the LUFSA to a Board of Trustees in accordance with Section 7-33-2403, MCA.

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. Services.

The City will furnish the following services to properties and residents within the LUFSA, at the same level as such services are provided to properties and residents within the limits of the fire districts served by the City:

- a. fire protection and suppression;
- b. fire prevention;
- c. fire investigations;

The City further agrees to provide grassland, rangeland, and timberland fire protection services to properties located within the LUFSA. This fire protection service will be financed under separate contracts between Yellowstone County and the City of Laurel.

2. SERVICE AREA

Fire services will be provided to all properties located within the boundaries of the LUFSA as specified in the resolution of the Yellowstone County Commissioners creating said LUFSA, and as amended from time to time by agreement of the parties. Any enlargement of the LUFSA will not receive fire service unless approved in writing by the City.

3. ANNEXATION

In the event the City or its fire districts annex property located with the LUFSA said properties will automatically be excluded from the LUFSA only at the expiration of the contract term or at such time as this Agreement is otherwise terminated. Any properties within the LUFSA which are annexed into the City or its fire districts will continue to be responsible for payments of charges to LUFSA, attributable to the remainder of the contract period following the date of annexation. On the beginning of the new Contract period annexed property will no longer be required to pay charges for services provided through the LUFSA.

4. EFFECTIVE

This agreement shall be effective on July 1, 2018, and shall terminate on June 30, 2019.

5. RENEWAL

This Agreement may be renewed, with the terms and conditions of the renewal Agreement to be as mutually agreed upon by the parties.

6. CHARGES AND PAYMENTS

The fee for providing services for this Agreement shall be eighty-eight thousand six hundred eighteen dollars and 61/100 (\$88, 618.61). One-half of the said fee shall be paid by Yellowstone County on behalf of the LUFSA, on or before December 31, 2018. The remaining one-half shall be paid on or before June 30, 2019.

The parties understand and agree that the Yellowstone County Commissioners shall annually establish, levy and collect an assessment against all structures located within the LUFSA, sufficient to pay all charges against LUFSA under this Agreement. These assessments shall be included on the annual property tax bills processed by Yellowstone County and shall be collected in the same manner as property taxes are collected.

7. INDEMNIFICATION

The City will be liable for any injury to person or damage to property caused by negligence of the City or its employees in performance of its obligations under this Agreement. The City hereby agrees to indemnify and hold harmless the LUFSA from any claims for such injury or damage.

8. ANNUAL REPORT


The City will furnish an annual written report to LUFSA, which will include the number, and type of incidents responded to within the LUFSA by City personnel.

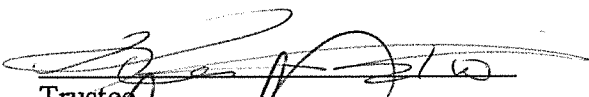
9. MODIFICATION


This Agreement cannot be modified or amended except in writing executed by the parties.

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

LAUREL URBAN FIRE SERVICE AREA

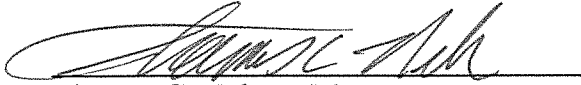

Trustee


Trustee

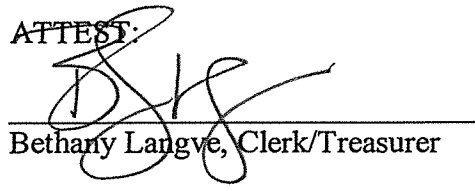

Trustee

Trustee

CITY OF LAUREL


Thomas C. Nelson, Mayor

ATTEST:


Bethany Langve, Clerk/Treasurer

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WHEREAS, the LUFSA has been duly and properly created by the Board of County Commissioners of Yellowstone County pursuant to the provisions of Sections 7-33-2401 through 7-33-2404, inclusive, of the Montana Code Annotated; and,

WHEREAS, attached hereto and by this reference made a part hereof, is the LUFSA boundary description and map; and,

WHEREAS, the LUFSA desires to obtain the said fire services from the City by entering into a contract with the City for such services; and,

WHEREAS, the Board of County Commissioners for Yellowstone County has transferred the management of the LUFSA to a Board of Trustees in accordance with Section 7-33-2403, MCA.

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1. Services.

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4. EFFECTIVE

This agreement shall be effective on July 1, 2019, and shall terminate on June 30, 2020.

5. RENEWAL

This Agreement may be renewed, with the terms and conditions of the renewal Agreement to be as mutually agreed upon by the parties.

6. CHARGES AND PAYMENTS

The fee for providing services for this Agreement shall be ninety one thousand two hundred seventy seven dollars and 17/100 (\$91,277.17). One-half of the said fee shall be paid by Yellowstone County on behalf of the LUFSA, on or before December 31, 2019. The remaining one-half shall be paid on or before June 30, 2020.

The parties understand and agree that the Yellowstone County Commissioners shall annually establish, levy and collect an assessment against all structures located within the LUFSA, sufficient to pay all charges against LUFSA under this Agreement. These assessments shall be included on the annual property tax bills processed by Yellowstone County and shall be collected in the same manner as property taxes are collected.

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8. ANNUAL REPORT

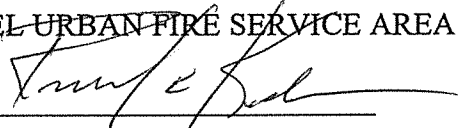
The City will furnish an annual written report to LUFSA, which will include the number, and type of incidents responded to within the LUFSA by City personnel.

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LAUREL URBAN FIRE SERVICE AREA



Trustee



Trustee



Trustee


Trustee

CITY OF LAUREL



Thomas C. Nelson, Mayor

ATTEST:



Bethany Langve, Clerk/Treasurer

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4. EFFECTIVE

This agreement shall be effective on July 1, 2020, and shall terminate on June 30, 2021.

5. RENEWAL

This Agreement may be renewed, with the terms and conditions of the renewal Agreement to be as mutually agreed upon by the parties.

6. CHARGES AND PAYMENTS

The fee for providing services for this Agreement shall be ninety four thousand fifteen dollars and 49/100 (\$94,015.49). One-half of the said fee shall be paid by Yellowstone County on behalf of the LUFSA, on or before December 31, 2020. The remaining one-half shall be paid on or before June 30, 2021.

The parties understand and agree that the Yellowstone County Commissioners shall annually establish, levy and collect an assessment against all structures located within the LUFSA, sufficient to pay all charges against LUFSA under this Agreement. These assessments shall be included on the annual property tax bills processed by Yellowstone County and shall be collected in the same manner as property taxes are collected.

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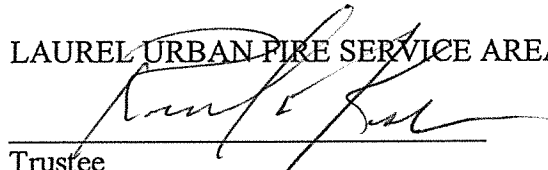
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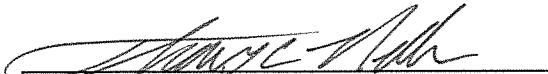

Trustee


Trustee


Trustee

Trustee

CITY OF LAUREL


Thomas C. Nelson, Mayor

ATTEST


Bethany Langve, Clerk/Treasurer