

RESOLUTION NO. R21-37

**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,

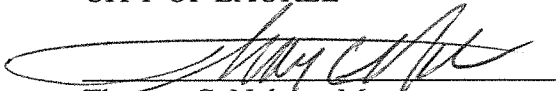
Section 1: Approval. The Agreements between the City of Laurel and Laurel Rural Fire District No. 5, relating to fire protection for the respective fiscal years: 2021-2022, 2022-2023, 2023-2024, copies attached hereto, be and the same are hereby approved.

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 May 25, 2021, by Council Member Stokes.

PASSED and ADOPTED by the City Council of the City of Laurel, Montana, this 25th day of May 2021.

CITY OF LAUREL


Thomas C. Nelson, Mayor

ATTEST:


Bethany Langve, Clerk-Treasurer

APPROVED AS TO FORM:


Sam Painter Civil City Attorney



LAUREL FIRE/EMS

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

March 10, 2021

Fire District 5

Dear Fire District 5 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	\$17,577.35	x	.03	\$527.32	+	\$17,577.35	=	\$18,104.67
2019- 2020	\$18,104.67	x	.03	\$543.14	+	\$18,104.67	=	\$18,647.81
2020- 2021	\$18,647.81	x	.03	\$559.43	+	\$18,647.81	=	\$19,207.24

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 before the end of the fiscal year. If you feel that the new rate is unjust and would like to meet with myself or the City of Laurel Mayor, 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 April 16, 2021.

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 5 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, 2021, 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 \$18,104.67, the same to be divided into two equal payments due December 31, 2021 and June 30, 2022.
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, 2021 and ending on the 30th day of June 2022.

RURAL FIRE DISTRICT NO. 5

William Strauch
[Signature]
[Signature]
Sam Roberts
Teri Gentry

CITY OF LAUREL

[Signature]
Thomas C. Nelson, Mayor

ATTEST:

[Signature]
Bethany Langve, Clerk/Treasurer

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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.
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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 \$18,647.81, the same to be divided into two equal payments due December 31, 2022 and June 30, 2023.
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, 2022 and ending on the 30th day of June 2023.

RURAL FIRE DISTRICT NO. 5

William Strauch
[Signature]
[Signature]
Sam Patten
Lee Crossley

CITY OF LAUREL

[Signature]
Thomas C. Nelson, Mayor

ATTEST:

[Signature]
Bethany Langve, Clerk/Treasurer

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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 \$19,207.24, the same to be divided into two equal payments due December 31, 2023 and June 30, 2024.
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.

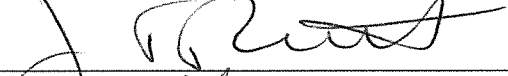
3. The District agrees to cooperate with the City and City Fire Department in the inspection of property to be protected and to cooperate in reducing fire risks as may be suggested from time to time by Fire Department personnel.


III.

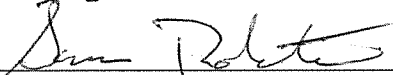
It is mutually covenanted, agreed and understood that the term of the Agreement shall be for one (1) year, commencing on the 1st day of July, 2023 and ending on the 30th day of June 2024.


RURAL FIRE DISTRICT NO. 5



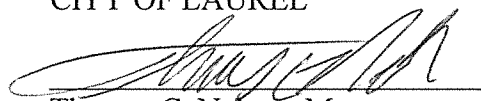








CITY OF LAUREL



Thomas C. Nelson, Mayor

ATTEST:



Bethany Langve, Clerk/Treasurer