

**RESOLUTION NO. R22-31**

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT FOR PROVISION OF FIRE SERVICES BY AND BETWEEN THE CITY OF LAUREL AND YELLOWSTONE BOYS AND GIRLS RANCH**

BE IT RESOLVED by the City Council of the City of Laurel, Montana,

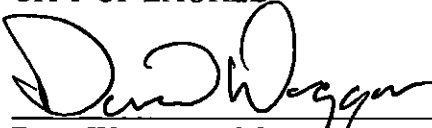
Section 1: Approval. The Agreement for Provision of Fire Services for the Yellowstone Boys and Girls Ranch, by and between the City of Laurel and the Yellowstone Boys and Girls Ranch (hereinafter "the Agreement for Provision of Fire Services"), a copy attached hereto and incorporated herein, is hereby approved.

Section 2: Execution. The Mayor is hereby given authority to execute the Agreement for Provision of Fire Services for the Yellowstone Boys and Girls Ranch on behalf of the City.

Introduced at a regular meeting of the City Council on the 14<sup>th</sup> day of June, 2022, by Council Member Eaton.

PASSED and APPROVED by the City Council of the City of Laurel the 14<sup>th</sup> day of June, 2022.

APPROVED by the Mayor the 14<sup>th</sup> day of June, 2022.

CITY OF LAUREL  
  
Dave Waggoner, Mayor

ATTEST:

  
Kelly Streckler, Clerk-Treasurer

APPROVED AS TO FORM:

  
Michele L. Braukmann, Civil City Attorney



# LAUREL FIRE

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

March 16, 2022

Yellowstone Boys and Girls Ranch

Dear Yellowstone Boys and Girls Ranch 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 a contract with a 4% increase from last year. 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, fuel costs and equipment purchase to maintain a highly effective service to our districts.

The proposed increase would be as follows:

Contract Year	Last Contract		% +/-	Increase/ Decrease			Annual Payment
2022- 2023	\$10,493.03	x	.04	\$419.72	+	\$10,493.03	= <b>\$10,912.75</b>

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 year of service. Please sign and return to the following by ~~April 15~~, 2022.

*May 27*

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 of the Yellowstone Boys and Girls Ranch, 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 FOR PROVISION OF FIRE SERVICES  
FOR  
THE YELLOWSTONE BOYS AND GIRLS RANCH**

THIS AGREEMENT is made and entered into this 1<sup>st</sup> day of July, 2022, by and between the City of Laurel, Montana, a municipal corporation, hereinafter referred to as “City” and the Yellowstone Boys and Girls Ranch, hereinafter referred to as “the Yellowstone Boys and Girls Ranch”.

**W I T N E S S E T H**

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

WHEREAS, attached hereto and by this reference made a part hereof, is the Yellowstone Boys and Girls Ranch boundary description and map;

WHEREAS, the Yellowstone Boys and Girls Ranch desires to obtain the said fire services from the City by entering into a contract with the City for such services.

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 Yellowstone Boys and Girls Ranch 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; and
- c. fire investigations.

The City further agrees to provide grassland, rangeland, and timberland fire protection services to properties located within the Yellowstone Boys and Girls Ranch, at the same level as such services are provided to properties and residents within the limits of the fire districts served by the City.

It is mutually covenanted, agreed, and understood that the amount of equipment, the type of equipment, the number of personnel dispatched, the manner of fighting the fire or explosion, etc., shall be in the sole discretion of the City and its personnel.

It is further mutually covenanted, agreed and understood that, in the event fire, explosion, or emergency calls shall occur simultaneously in the Yellowstone Boys and Girls Ranch and within the City’s municipal boundaries, the City shall have priority in using its equipment and manpower to protect the City property first, and that protection of City inhabitants and property shall have preference and priority over any call or demand of the Yellowstone Boys and Girls Ranch.

It is further mutually covenanted, agreed, and understood that the Chief of the City of Laurel Fire Department shall conduct the investigation of all fires and/or explosions within the organized fire district and be independently responsible for determining the cause, origin, and circumstances of the same.

The Yellowstone Boys and Girls Ranch agrees to cooperate with the City and the City Fire Department in the inspection of the property to be protected and to cooperate in reducing fire risks as may be suggested from time to time by the Fire Department personnel and/or the City Fire Inspector.

2. SERVICE AREA

Fire services will be provided to all properties located within the boundaries of the Yellowstone Boys and Girls Ranch as specified in the Agreement, and as amended from time to time by agreement of the parties. Any enlargement of the Yellowstone Boys and Girls Ranch will not receive fire service unless approved in writing by the City. The hydrants and water system used for fire suppression by the City will be the sole responsibility for maintenance, care, and upkeep of the Yellowstone Boys and Girls Ranch.

3. EFFECTIVE

This Agreement shall be effective on July 1, 2022, and shall terminate on June 30, 2023, subject to the provisions of Section 4.

4. RENEWAL AND EXTENSION

This Agreement may be renewed, with the terms and conditions of the renewal Agreement to be as mutually agreed upon by the parties or, prior to expiration, this agreement may be extended for one or more thirty-day period(s) to provide the parties the opportunity to negotiate a new agreement. The parties may extend the agreement in writing, accepted and signed by both the City's Mayor and an authorized official/agent of the Yellowstone Boys and Girls Ranch.

5. CHARGES AND PAYMENTS

The fees for providing services for this Agreement shall be:

July 1, 2022 - June 30, 2023: [\$10,912.75]

One-half of the said fees shall be paid on or before December 31, 2022. The remaining one-half shall be paid on or before June 30, 2023.

6. ANNUAL REPORT

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

7. MODIFICATION

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

8. TERMINATION

Termination of this Agreement occurs either 1) upon mutual agreement of the parties or 2) upon the termination date contemplated herein. If either party wishes to terminate this Agreement before the termination date, such party shall give written notice to the other party to respond, with the other party's consent or objection, no less than thirty (30) days before the proposed termination.

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

CITY OF LAUREL

  
\_\_\_\_\_  
Dave Waggoner, Mayor

YELLOWSTONE BOYS AND GIRLS RANCH

By   
\_\_\_\_\_  
MICHAEL CHAVERS, CEO

ATTEST:

  
\_\_\_\_\_  
Kelly Streckler, Clerk/Treasurer

By \_\_\_\_\_