

RESOLUTION NO. R24-28

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 LAUREL URBAN FIRE SERVICE AREA (LUFSA).

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 Laurel Airport Authority, by and between the City of Laurel and the Laurel Urban Fire Service Area (LUFSA)(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 Laurel Urban Fire Service Area (LUFSA)on behalf of the City.

Introduced at a regular meeting of the City Council on the 23rd day of April 2024, by Council Member Wheeler.

PASSED and APPROVED by the City Council of the City of Laurel the 23rd day of April 2024.

APPROVED by the Mayor the 23rd day of April 2024.



CITY OF LAUREL

Heidi Sparks for
Dave Waggoner, Mayor

ATTEST:

Kelly Strecker
Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to read "Michele L. B.", with a long horizontal flourish extending to the right.

Michele L. Braukmann, Civil City Attorney



LAUREL FIRE

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

March 25, 2024

Fire District: Laurel Urban Fire Service Area (LUFSA)

Dear Fire District LUFSA 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 you a contract with a 10% increase from last year. This increase is a result of the rising costs of expenses associated with the Fire Service. These include fire apparatus - both new equipment and the maintenance and repair of existing apparatus, personal protective equipment, fuel costs and equipment purchase to maintain and provide highly effective fire services for our districts.

The proposed increase would be as follows:

Contract Year	Last Contract		% +/-	Increase/ Decrease		Last Contract		Annual Payment
2024-2025	\$102,733.26	x	0.10	\$10,273.33	+	\$102,733.26	=	\$113,006.59

Enclosed, you will find the contract for the next year of service. If your Board of Directors accepts this contract amount, please sign and return to the following by April 30, 2024:

Brittney Harakal
Council Administrative Assistant,
P O Box 10
Laurel, MT 59044

The City of Laurel and the Laurel Fire Department are requesting that the new contracts 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.

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

J W Hopper
Fire Chief, Laurel Fire Department
jwhopper@laurel.mt.gov
406-628-4911

**AGREEMENT FOR PROVISION OF FIRE SERVICES
FOR
THE LAUREL URBAN FIRE SERVICE AREA (LUFSA)**

THIS AGREEMENT is made and entered into this 1st day of July, 2024, by and between the City of Laurel, Montana, a municipal corporation (hereinafter “the City”) and the Laurel Urban Fire Service Area (hereinafter “the LUFSA”).

WITNESSETH

WHEREAS, the City maintains the Laurel Volunteer Fire Department (hereinafter “the LVFD”) 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;

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

WHEREAS, the LUFSA 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 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; and
- c. fire investigations.

The City further agrees to provide grassland, rangeland, and timberland fire protection services to properties located within the Fire District, 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 LUFSA 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 Fire District.

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

The LUFSA agrees to cooperate with the City and the LVFD 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 LVFD personnel and/or the City and/or State Fire Inspector.

2. SERVICE AREA

Fire services will be provided to all properties located within the boundaries of the LUFSA as specified in the Agreement, 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. The hydrants and water system used for fire suppression by the City will be the sole responsibility for maintenance, care, and upkeep of the Fire District.

3. EFFECTIVE

This Agreement shall be effective on July 1, 2024, and shall terminate on June 30, 2025, 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 Fire District.

5. CHARGES AND PAYMENTS

The fees for providing services for this Agreement shall be:

July 1, 2024 - June 30, 2025: \$113,006.59.

One-half of the said fees shall be paid on or before December 31, 2024. The remaining one-half shall be paid on or before June 30, 2025.

6. ANNUAL REPORT

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

Heidi Spaw for
Dave Waggoner, Mayor

FIRE DISTRICT

By Mark Caron Trustee

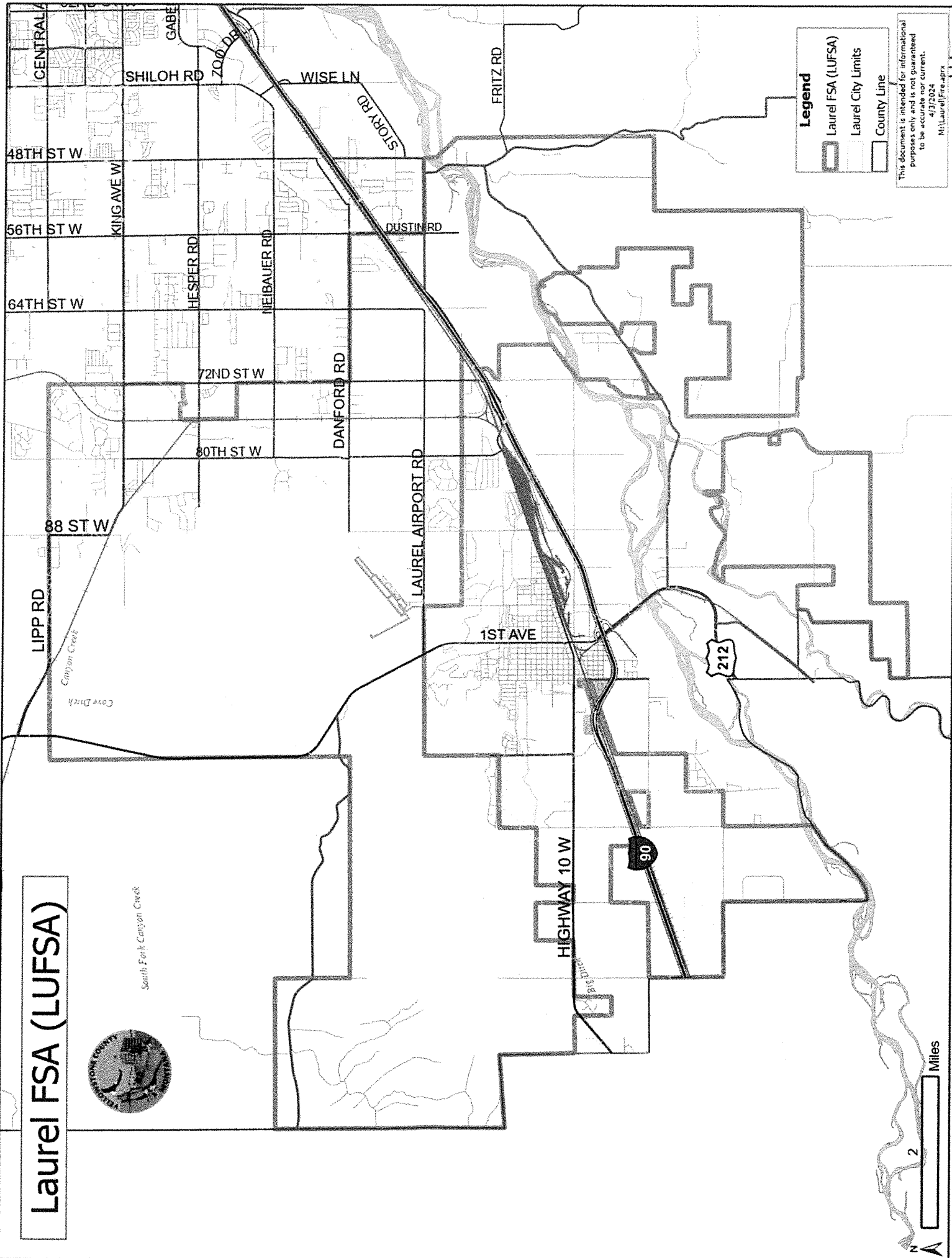
ATTEST:

Kelly Strecker
Kelly Strecker, Clerk-Treasurer

Laurel FSA (LUFSA)



South Fork Canyon Creek



Legend

- Laurel FSA (LUFSA)
- Laurel City Limits
- County Line

This document is intended for informational purposes only and is not guaranteed to be accurate nor current.
4/13/2024
M:\Laurel\FSA.aprx

2 Miles