

RESOLUTION NO. R24-40

**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 FIRE DISTRICT 5.**

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 Fire District 5 (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 Fire District 5 on behalf of the City.

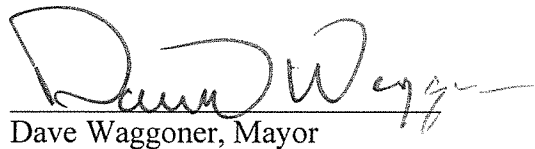
Introduced at a regular meeting of the City Council on the 28<sup>th</sup> day of May 2024, by Council Member Banks.

PASSED and APPROVED by the City Council of the City of Laurel the 28<sup>th</sup> day of May 2024.

APPROVED by the Mayor the 28<sup>th</sup> day of May 2024.



CITY OF LAUREL

  
Dave Waggoner, Mayor

ATTEST:

  
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

**AGREEMENT FOR PROVISION OF FIRE SERVICES  
FOR  
THE RURAL FIRE DISTRICT 5**

THIS AGREEMENT is made and entered into this 1<sup>st</sup> day of July, 2024, by and between the City of Laurel, Montana, a municipal corporation (hereinafter “the City”) and the Rural Fire District 5 (hereinafter “the Fire District”).

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

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 Fire District 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 Fire District boundary description and map;

WHEREAS, the Fire District 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 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:

- 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 Fire District 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 fire district and be independently responsible for determining the cause, origin, and circumstances of the same.

The Fire District 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 Fire District as specified in the Agreement, and as amended from time to time by agreement of the parties. Any enlargement of the Fire District 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: \$21,127.96.

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 Fire District by City personnel.

7. MODIFICATION

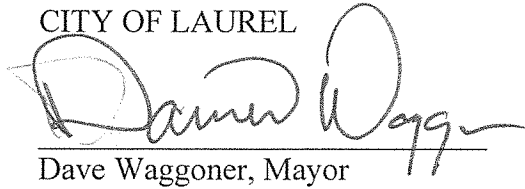
This Agreement cannot be modified or amended except in writing executed by the parties.

8. TERMINATION

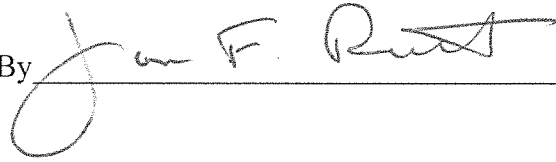
Termination of this Agreement occurs either 1) upon mutual agreement of the parties or 2) upon the termination date contemplated herein. If either party wishes to terminate this Agreement before the termination date, such party shall give written notice to the other party to respond, with the other party's 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

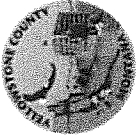
FIRE DISTRICT

By   
\_\_\_\_\_

ATTEST:

  
\_\_\_\_\_  
Kelly Streckler, Clerk-Treasurer

FLORAL LN



# Fire District 5

FOX RD

LAUREL AIRPORT RD

CLARHILL RD  
DOWNY RD  
HILL CREST AVE  
ROCKFORK CIR  
LONGVIEW RD  
GREEN BLUFF AVE

RIDGE DR

**Legend**

- Fire District 5
- Laurel City Limits

This document is intended for informational purposes only and is not guaranteed to be accurate nor current.  
4/7/2024  
M:\Laurel\Fire.aprx

DATE AVE  
BRISTOL WAY  
FIR AVE  
PIPER LN

COTTONWOOD AVE  
E MARYLAND LN

ALDER AVE  
LOG PL  
PENNSYLVANIA AVE  
E 13TH ST  
E 12TH ST  
SHORT LINE DR  
COLORADO AVE  
GREAT NORTHERN RD  
ROUNDHOUSE DR  
GOLDEN SPIKE DR  
GOLDEN SPIKE CIR  
WYOMING AVE  
SANTA FE DR  
SANTA FE CIR

BUFFALO TRAIL RD  
PERSO PL  
GROSHELLE BLVD  
COVE LN

VALLEY DR

BEARTOOTH DR

SAGE CIR

HILLINE DR

DEAN DR

WILLOW DR

W 14TH ST

BEARTOOTH CIR

MEADOW CIR

PERCE DR

NEZ DR

BEARTOOTH DR

W 13TH ST

12TH ST

FAIRVIEW DR

BEAR CIR

W 12TH ST

LAURIMAC LN

W 11TH ST

MOUNTAIN VIEW LN

W MARYLAND LN

2ND AVE

3RD AVE

4TH AVE

5TH AVE

6TH AVE

7TH AVE

8TH AVE

9TH AVE

10TH AVE

11TH AVE

12TH AVE

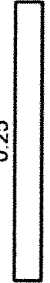
W MARYLAND LN

10TH AVE

11TH AVE

12TH AVE

0.25 Miles



COYOTE RIDGE RD N  
TIMBER WOLF TRL

COYOTE RIDGE RDS

COYOTE RIDGE

DR OBO

CEDAR CREST CIR