

**RESOLUTION NO. R15-50**

**A RESOLUTION APPROVING AGREEMENTS BETWEEN THE  
CITY OF LAUREL AND 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 Agreement between the City of Laurel and Laurel Urban Fire Service Area (LUFSA), relating to fire protection for the respective fiscal years: 2015-2016; 2016-2017; 2017-2018 copies attached hereto, be and the same is hereby approved.

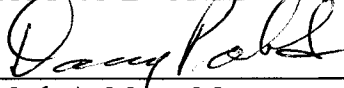
Section 2: Execution. The Mayor and the City Clerk-Treasurer of the City of Laurel are hereby given authority to execute said agreements on behalf of the City.

Introduced at a regular meeting of the City Council on June 2, 2015, by Council Member Nelson.

PASSED and APPROVED by the City Council of the City of Laurel, Montana, this 2<sup>nd</sup> day of June, 2015.

APPROVED by the Mayor this 2<sup>nd</sup> day of June, 2015.

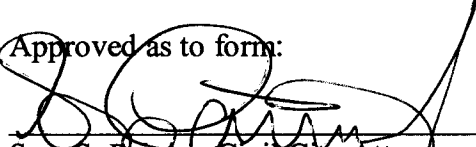
CITY OF LAUREL

  
Mark A. Mace, Mayor

ATTEST:

  
Shirley Ewan, Clerk/Treasurer

Approved as to form:

  
Sam S. Painter, Civil City Attorney



# LAUREL FIRE DEPARTMENT

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

March 31, 2015

Laurel Urban Fire Service Area

Dear LUFSA Chairperson,

The Laurel Volunteer Fire Department and the City of Laurel have discussed the upcoming district contracts and other services for the Rural Fire Districts and Fire Service Areas.

We would like to continue to offer a three year contract with a 4% increase each year for the next three years. The increase is due to the rising cost of expenses associated to the fire service. Such increases are to 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:

2015-2016 - \$76,487.02 x 4% = \$3059.48	\$79,546.50
2016-2017 - \$79,546.50 x 4% = \$3181.86	\$82,728.36
2017-2018 - \$82,728.36 x 4% = \$3309.13	\$86,037.49

If your Board of Directors agrees with this increase, the Fire Committee is requesting that the new contracts will be finalized and ready to be presented to the City of Laurel Council by the Laurel Fire Chief on June 2, 2015. If you feel that the increase is unjust and would like to meet with myself or the Fire Committee please contact me and arrange a date and time at your convenience to meet.

Enclosed you will find the contract for the upcoming year of service. Please sign and return to the following by May 13, 2015.

Cindy Allen  
Council Secretary  
PO Box 10  
Laurel, Mt. 59044

Thank you for your support. If there is anything we can do to help support the Laurel Urban Fire Service Area (LUFSA) 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

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

THIS AGREEMENT is made and entered into this 1<sup>st</sup> day of July, 2015, 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".

**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 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, 2015, and shall terminate on June 30, 2016.

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 seventy-nine thousand five hundred forty-six dollars and 50/100 (\$79,546.50). One-half of the said fee shall be paid by Yellowstone County on behalf of the LUFSA, on or before December 31, 2015. The remaining one-half shall be paid on or before June 30, 2016.

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

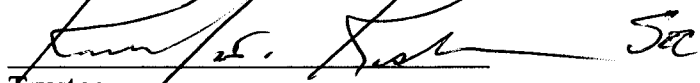
The City will furnish an annual written report to LUFSA, which will include the number, and type of incidents responded to within the LUFSA by City personnel.

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

 5-13-15  
Trustee

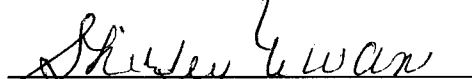
\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

CITY OF LAUREL

  
Mark A. Mace, Mayor

ATTEST:

  
Shirley Ewan, Clerk/Treasurer

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**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 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.  
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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.

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3. ANNEXATION

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4. EFFECTIVE

This agreement shall be effective on July 1, 2016, and shall terminate on June 30, 2017.

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-two thousand seven hundred twenty-eight dollars and 36/100 (\$82,728.36). One-half of the said fee shall be paid by Yellowstone County on behalf of the LUFSA, on or before December 31, 2016. The remaining one-half shall be paid on or before June 30, 2017.

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

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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.

9. MODIFICATION

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

LAUREL URBAN FIRE SERVICE AREA

*[Signature]* 580  
Trustee

*[Signature]* 513-15  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

CITY OF LAUREL

*[Signature]*  
Mark A. Mace, Mayor

ATTEST:

*[Signature]*  
Shirley Ewan, Clerk/Treasurer



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This agreement shall be effective on July 1, 2017, and shall terminate on June 30, 2018.

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-six thousand thirty-seven dollars and 49/100 (\$86,037.49). One-half of the said fee shall be paid by Yellowstone County on behalf of the LUFSA, on or before December 31, 2017. The remaining one-half shall be paid on or before June 30, 2018.

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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LAUREL URBAN FIRE SERVICE AREA

*Russ E. Kline SEC*  
Trustee

*John A. ... 5-13-15*  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

CITY OF LAUREL

*Mark A. Mace*  
Mark A. Mace, Mayor

ATTEST:

*Shirley Ewan*  
Shirley Ewan, Clerk/Treasurer