

**RESOLUTION NO. R16-38**

**A RESOLUTION APPROVING AN AGREEMENT  
BETWEEN THE CITY OF LAUREL AND  
YELLOWSTONE BOYS AND GIRLS RANCH,  
SAID AGREEMENT 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 Yellowstone Boys and Girls Ranch, relating to fire protection, a copy attached hereto, be and the same is hereby approved.

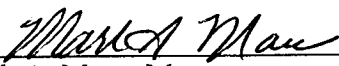
Section 2: Execution. The Mayor and the City Clerk-Treasurer of the City of Laurel are hereby given authority to execute said agreement on behalf of the City.

Introduced at a regular meeting of the City Council on June 7, 2016, by Council Member  
Nelson.

PASSED and APPROVED by the City Council of the City of Laurel, Montana, this 7<sup>th</sup>  
day of June, 2016.

APPROVED by the Mayor this 7<sup>th</sup> day of June, 2016.

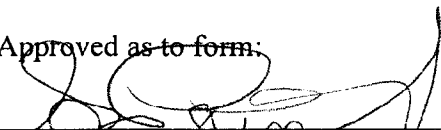
CITY OF LAUREL

  
\_\_\_\_\_  
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

May 2, 2016

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 district contracts and other services for the Rural Fire Districts and Fire Service Areas.

We would like to continue to offer a one year contract with a 2% increase over the next year. 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:

2016- 2017	$\$9317.58 \times 2\% = \$186.35$	\$9503.93
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If your Board of Directors agrees with this increase, the Fire Committee is requesting that the 2016- 2017 contract will be finalized and ready to be presented to the City of Laurel Council by the Laurel Fire Chief on June 7, 2016. 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 27, 2016.

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 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

**AGREEMENT FOR  
YELLOWSTONE BOYS AND GIRLS RANCH**

THIS AGREEMENT is made and entered into this 1<sup>st</sup> day of July, 2016, 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; and,

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

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;
- 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.

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 of Yellowstone Boys and Girls Ranch.

3. EFFECTIVE

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

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 annual agreement. The parties may extend the

agreement in writing that is 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 fee for providing services for this Agreement shall be nine thousand five hundred three dollars and ninety-three cents (\$9,503.93). One-half of the said fees shall be paid on or before December 31, 2016. The remaining one-half shall be paid on or before June 30, 2017.

6. 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 Yellowstone Boys and Girls Ranch from any claims for such injury or damage.

7. ANNUAL REPORT

The City will furnish an annual written report to 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.

8. MODIFICATION

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

9. TERMINATION

Each party must give at least thirty (30) days written notice to the other party of the cancellation of the said Agreement. Cancellation can only occur on the termination date.

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

CITY OF LAUREL

Mark A. Mace  
Mark A. Mace, Mayor

ATTEST:

Shirley Ewan  
Shirley Ewan, Clerk/Treasurer

YELLOWSTONE BOYS AND GIRLS RANCH

By Kevin Miller 5/11/16

By Kevin Miller, Interim CEO