

**Billings Urban Fire Service**  
**Agreement for Fire Services**  
**City of Billings and Yellowstone County [Montana] Commissioners**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the **CITY OF BILLINGS, MONTANA**, a municipal corporation, hereinafter referred to as the "**CITY**" and the **YELLOWSTONE COUNTY COMMISSIONERS - BILLINGS URBAN FIRE SERVICE AREA**, hereinafter referred to as the "**BUFSA**".

WITNESSETH

WHEREAS, the CITY maintains a fire department and is willing to provide fire protection, investigation and to properties within the BUFSA at the same level as such services are provided to properties within the corporate limits of the CITY, upon the terms and conditions hereinafter provided; and,

WHEREAS, the BUFSA 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, inclusive of the agreement and attached hereto is the BUFSA boundary description and map, and,

WHEREAS, the BUFSA desires to continue with the above named fire services from the CITY and renew the contract with the CITY for such services; and,

WHEREAS, the Board of County Commissioners for Yellowstone County have, pursuant to 7-33-2403 MCA agreed to act as the Board of Trustees to govern and manage the affairs of the BUFSA; and

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 BUFSA, at the same level as such services are provided to properties and residents within the corporate limits of the CITY:

- a. fire protection and suppression;
- b. fire investigation;
- c. hazardous material response
- d. medical emergency first responder
- e. grass and timberland fire suppression

**2. SERVICE AREA**

Fire services will be provided to all properties located within the boundaries of the BUFSA (including MetraPark) as specified in the resolution of the Yellowstone County Commissioners creating said BUFSA, and as amended from time to time by agreement of the parties. Any enlargement of the BUFSA will not receive fire services unless the CITY approves the enlargement in writing. Other than annexation, no property shall be deleted without the written consent of both parties.

**3. REVIEW OF SERVICE**

A summary of services will be completed by the Billings Fire Department and reported in its annual report to the BUFSA Board, as outlined in Section 13 of this contract.

**4. ANNEXATIONS**

In the event that the CITY annexes any property located within the BUFSA, said property would automatically be excluded from the BUFSA, effective as of January 1 of the year following the year in which annexation occurred. Pursuant to this section, any properties within the BUFSA which are annexed to the CITY will continue to be responsible for payments of charges to BUFSA attributable to the full year during which the annexation occurs. On January 1 of the year following

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the date of annexation, said property will be subject to CITY property taxes and will no longer be required to pay charges for services provided through the BUFSA. In the event the City annexes property from the BUFSA which results in a decrease in the total taxable value of property within the BUFSA, then the parties will make appropriate adjustments to the fees and charges for the BUFSA. Adjustments based on annexations will occur only if the total taxable value for all property in the BUFSA is less for the tax year following the annexation than it was for the tax year in which the annexation occurred and then only if the reduction is directly and solely caused by the annexation.

**5. TERM**

This Agreement shall be effective on approval and execution by the parties hereto, and shall be in effect from July 1, 2018, until June 30, 2023, subject to the renewal provisions in Section Six of this Agreement.

**6. RENEWAL**

This Agreement shall be renewed, with agreed upon conditions for a period of Five (5) years subject to either party's decision not to renew this Agreement. Should either party decide not to renew this Agreement, it may unilaterally do so by giving the other party written notice of non-renewal at least One (1) year prior to the expiration of any Five (5) year period.

**7. CHARGES AND PAYMENT**

The fee for providing services for shall be \$1,176, 255.

One-half of said fees will be paid by Yellowstone County, on behalf of the BUFSA on or before December 31<sup>st</sup>. The remaining one-half shall be paid on or before June 30<sup>th</sup>. Fees for the remaining years of this Agreement shall be paid in the same fashion on or before each succeeding December 31<sup>st</sup> and June 30<sup>th</sup>.

The parties understand and agree that the Yellowstone County Commissioners shall annually establish, levy and collect an assessment against all structures located within the BUFSA, sufficient to pay all charges against the BUFSA 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.

**8. ANNUAL ADJUSTMENTS TO CHARGES**

The parties agree that the charges herein shall be reviewed and adjusted annually by the CITY in order to reflect actual costs incurred in providing services, both to properties within the BUFSA and within the CITY limits. Except for increases in costs of providing services to the BUFSA which are beyond the control of the CITY and which are solely attributable to providing services to the BUFSA, any increase in charges to the BUFSA must be in direct proportion to increases in costs incurred by the CITY in providing the same services to CITY residents. For example, if the costs for providing fire services to properties within the CITY increase by two percent (2%), then the charges to BUFSA will be increased by two percent (2%). Any increases in costs of providing services to the BUFSA which are beyond the control of the CITY and which are solely attributable to providing services to the BUFSA, will be included in an increased annual charge to the BUFSA. The CITY shall substantiate such adjustments when furnishing the budget to the BUFSA pursuant to Section 13 of this Agreement.

For purposes of this section, the phrase "costs of providing services to BUFSA, which are beyond the control of the CITY" means costs, which are legally, mandated by any agency or entity other than the City of Billings.

**9. DISPUTE SETTLEMENT – MEDIATION AND ARBITRATION**

All claims, disputes and other matters in question between the CITY and the BUFSA arising out of or relating to this Agreement or the breach thereof, except

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for any disputes or controversies arising out of or related to Section Seven (7) and Eight (8) of this Agreement, shall be first submitted to informal mediation and the parties shall agree upon a mediator. If mediation does not resolve the dispute, the parties may but are not required to mutually agree to binding arbitration. If binding arbitration is mutually agreed to, any unresolved dispute will be decided by arbitration in accordance with the rules of the American Arbitration Association then prevailing except as modified herein.

Each party shall name one arbitrator and a third arbitrator shall be chosen by Agreement of the other two or, in lieu of such agreement, the third arbitrator shall be appointed by the Arbitration Committee of the American Arbitration Association.

The arbitration hearing shall be held at Billings, Montana, on fifteen (15) days notice to the parties. Each party shall bear its own arbitration costs and expenses and one-half of all other costs and expenses, including the costs of the third arbitrator.

Nothing contained herein shall be deemed to give the arbitrators any authority, power or right to modify, add to or subtract from any of the provisions of this Agreement.

If arbitration is not mutually agreed to, either party may initiate litigation in the District Court of the Thirteenth Judicial District, Yellowstone County, Billings, Montana.

**10. INDEPENDENT CONTRACTOR**

For the purposes of this Agreement, the CITY shall be regarded as an independent contractor providing fire services, as described herein to the BUFSA.

All decisions as to the type and amount of equipment used, number of men, firefighting techniques employed, and whether or not to respond to a particular call shall be made by the Fire Chief of the CITY or his designee. The Fire Chief or his designee shall use the same criteria to respond within the CITY and within BUFSA, such that the level of service shall be the same for the CITY and BUFSA. The BUFSA agrees that it will exercise no supervision, control or discretion over the CITY'S Fire Department pursuant to this Agreement.

**11. STANDARD OF PERFORMANCE**

The CITY agrees to provide the same level of service to the BUFSA as provided to City residents. The same level of service shall mean that all resources available to the fire department, to deliver all services offered to the residents of the City of Billings, shall be available to deliver the services to the residents of BUFSA.

In the event of passage of laws, by either the State Legislature or by the people through the initiative process, which would require the CITY to make significant reductions in Fire Department staffing, equipment, stations or other facilities from current levels, then this Agreement shall be renegotiated. In the event that the parties cannot reach agreement, then this Agreement shall be terminated at the end of the next fiscal year.

**12. INDEMNIFICATION**

County agrees to indemnify, defend and save City, its officers, agents and employees harmless from any and all losses, damages, liabilities, judgments, litigation costs and expenses including reasonable attorneys' fees occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act or omission by County or its agents, subcontractors or employees.

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**13. REPORT**

The CITY will furnish a quarterly written report to BUFSA, which will include the number, and type of incidents responded to within the BUFSA by CITY personnel.

Quarterly Reports shall include the following:

1. Station responding
2. Total run times
3. Number and type of incidents responded to in BUFSA

In addition to the quarterly services reports, the CITY shall furnish to the BUFSA an annual detailed budget and other financial information concerning charges to BUFSA under this Agreement.

**14. MODIFICATION**

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

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

**CITY OF BILLINGS**

**BILLINGS URBAN FIRE SERVICE AREA**

By \_\_\_\_\_  
Mayor

By  \_\_\_\_\_  
County Commission, Chair

By  \_\_\_\_\_  
County Commission, Member

ATTEST:  
\_\_\_\_\_  
City Clerk

By  \_\_\_\_\_  
County Commission, Member

[seal]

ATTEST:  \_\_\_\_\_  
Clerk and Recorder—Yellowstone

County