

**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 \_\_\_\_\_, 2021, by and between the parties, 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 and investigation 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 and Resolution 01-33, appointed a Board of Trustees to govern and manage the affairs of the BUFSA; and

**WHEREAS**, in accordance with Section 7-33-2403 MCA, the Board of County Commissioners shall retain the right to transfer the management of the BUFSA back to the Board of County Commissioners, and written notice of such transfer shall be provided to the CITY thirty (30) days prior to the effective date of transfer.

**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

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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 included in its reporting to the BUFSA Board, as outlined in Section 12 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 the 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.

**5. TERM**

This Agreement shall be effective on July 1, 2020 and shall terminate on June 30, 2023, unless renewed by the parties as provided herein.

**6. RENEWAL**

This Agreement may be renewed for a period of five (5) years, with the terms and conditions of the renewal Agreement to be as mutually agreed upon by the parties. In the event BUFSA wishes to negotiate a renewal of this Agreement, it must deliver a written request to initiate renewal negotiations to the CITY on or before January 1, 2023. Any renewal contract must be agreed to and executed by the parties on or before June 30, 2023 and shall become effective on July 1, 2023.

The purpose of requiring the execution of a renewal agreement before expiration of the current Agreement is to allow the parties adequate time to make adjustments in the event that the parties cannot reach agreement on the terms of a renewal contract. The CITY will need to make adjustments in budgets, staffing and equipment. The BUFSA will need to make arrangements for obtaining fire services from a different fire service agency.

**7. CHARGES AND PAYMENT**

The fee for providing services for the first full year of this Agreement shall be \$1,646,610. One-half of said fees shall be paid by Yellowstone County on behalf of the BUFSA on or before every December 31<sup>st</sup>. The remaining one-half shall be paid on or before every June 30<sup>th</sup>.

This 3-year agreement adopts the methodology of proportionate share based on taxable value as supplied by the Montana Department of Revenue each August.  $\text{BUFSA Taxable} / (\text{City of Billings Taxable} + \text{BUFSA Taxable}) \times (\text{Tot Fire Dept Costs-911/ Dispatch Costs})$ . In the first year, the increase projected over last year would be 75% of the total mathematical difference. In the following years, not such adjustment would take place.

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**8. DISPUTE RESOLUTION**

If a dispute arises concerning any provision in this Agreement, the parties shall follow this order of resolving the dispute:

- (a) The parties shall first attempt to informally resolve the dispute.
- (b) If the matter remains unresolved, the parties shall then attempt to resolve the dispute through mediation using an agreed-upon process.
- (c) If mediation does not resolve the dispute, the parties may mutually agree to binding arbitration with an agreed upon process; however, the parties are not obligated or required to submit the dispute to binding arbitration and may proceed to d) below without such mutual agreement.
- (d) The parties may unilaterally pursue other remedies including but not limited to litigation.

**9. 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.

**10. 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.

**11. INDEMNIFICATION**

Each party shall indemnify, defend and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other party, or its employees, contractors or agents. Where claims, lawsuits or liability, including reasonable attorneys' fees and costs arise from the negligent acts of both parties, each party shall indemnify, defend, save, and hold the other harmless from and against only that portion of claims, lawsuits or liability, including reasonable attorneys' fees and costs, which result

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from the party's negligent acts occurring as a result from such party's performance under this Agreement.

**12. 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.

**13. 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.

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BILLINGS URBAN FIRE SERVICE AREA  
YELLOWSTONE COUNTY, MONTANA

CITY OF BILLINGS

\_\_\_\_\_  
Donald W. Jones, Board of County Commission Chair

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Denis Pitman, Member

ATTEST:

\_\_\_\_\_  
John Ostlund, Member

\_\_\_\_\_  
City Clerk

(SEAL)  
ATTEST:

\_\_\_\_\_  
Jeff Martin, Clerk & Recorder  
Yellowstone County, Montana