



**AGENDA
CITY OF LAUREL
CITY COUNCIL MEETING
TUESDAY, JUNE 18, 2019
6:30 PM
COUNCIL CHAMBERS**

NEXT RES. NO.
R19-24

NEXT ORD. NO.
O19-02

WELCOME . . . By your presence in the City Council Chambers, you are participating in the process of representative government. To encourage that participation, the City Council has specified times for citizen comments on its agenda -- once following the Consent Agenda, at which time citizens may address the Council concerning any brief community announcement not to exceed one minute in duration for any speaker; and again following Items Removed from the Consent Agenda, at which time citizens may address the Council on any matter of City business that is not on tonight's agenda. Each speaker will be limited to three minutes, unless the time limit is extended by the Mayor with the consent of the Council. Citizens may also comment on any item removed from the consent agenda prior to council action, with each speaker limited to three minutes, unless the time limit is extended by the Mayor with the consent of the Council. If a citizen would like to comment on an agenda item, we ask that you wait until the agenda item is presented to the Council by the Mayor and the public is asked to comment by the Mayor. Once again, each speaker is limited to three minutes.

Any person who has any question concerning any agenda item may call the City Clerk-Treasurer's office to make an inquiry concerning the nature of the item described on the agenda. Your City government welcomes your interest and hopes you will attend the Laurel City Council meetings often.

Pledge of Allegiance

Roll Call of the Council

Approval of Minutes

1. Approval of Minutes of June 4, 2019.

Correspondence

2. Letter from Yellowstone County for the re-appointment of Mr. Benner to the Laurel City/County Planning Board; Letter from Yellowstone County for the re-appointment of Mr. Klasna to the Laurel City/County Planning Board.
3. Resignation letter from Ken Gomer.
4. Chamber of Commerce minutes of May 10, 2019; Laurel Chamber of Commerce agenda of June 13, 2019.

Council Disclosure of Ex Parte Communications

Public Hearing

Consent Items

NOTICE TO THE PUBLIC

*The Consent Calendar adopting the printed Recommended Council Action will be enacted with one vote. **The Mayor will first ask the Council members if any Council member wishes to remove any item from the Consent Calendar for discussion and consideration.** The matters removed from the Consent Calendar will be considered individually at the end of this Agenda under "Items Removed from the Consent Calendar." (See Section 12.) The entire Consent Calendar, with the exception of items removed to be discussed under "Items Removed from the Consent Calendar," is then voted upon by roll call under one motion.*

5. Claims for the month of June 2019.
6. Clerk/Treasurer Financial Statements for the month of May 2019.
7. Approval of Payroll Register for PPE 6/2/2019 totaling \$186,340.84.
8. Receiving the Committee/Board Minutes into the Record.
Budget/Finance Minutes of June 4, 2019.
Council Workshop Minutes of June 11, 2019.

Ceremonial Calendar

Reports of Boards and Commissions

Audience Participation (Three-Minute Limit)

Citizens may address the Council regarding any item of City business that is not on tonight's agenda. Comments regarding tonight's agenda items will be accepted under Scheduled Matters. The duration for an individual speaking under Audience Participation is limited to three minutes. While all comments are welcome, the Council will not take action on any item not on the agenda.

Scheduled Matters

- [9.](#) Re-appointment of Roger Giese to the City/County Planning Board for a two-year term ending June 30, 2021.
- [10.](#) Re-appointment of Brock Williams to the Laurel Airport Authority for a five-year term ending June 30, 2024.
- [11.](#) Re-appointment of David Gauslow to the Cemetery Commission for a two-year term ending June 30, 2021.
- [12.](#) Re-appointment of Richard Klose to the Cemetery Commission for a two-year term ending June 30, 2021.
- [13.](#) Re-Appointment of Phyllis Bromgard to the Tree Board for a three-year term ending June 30, 2022.
- [14.](#) Re-Appointment of Clair Killebrew to the Library Board for a five-year term ending June 30, 2024.
- [15.](#) Resolution No. R19-22: A Resolution Of The City Council To Amend The Large Grant Request Program Pursuant To The Recommendation Of The Laurel Urban Renewal Agency.
- [16.](#) Resolution No. R19-24: A Resolution Adopting A Safety Policy For The City Of Laurel.
- [17.](#) Resolution No. R19-25: A Resolution Approving The Agreement Between The City Of Laurel And The Laurel Airport Authority, Said Agreement Relating To Fire Protection
- [18.](#) Resolution No. R19-26: A Resolution Approving An Agreement Between The City Of Laurel And Yellowstone Boys And Girls Ranch, Relating To Fire Protection.
- [19.](#) Resolution No. R19-27: A Resolution To Authorize The Mayor To Sign Agreements With Laurel Public Schools, District 7 And 7-70, Continuing The School Resource Officer (SRO) Program For The Laurel High School.
- [20.](#) Resolution No. R19-28: A Resolution To Authorize The Mayor To Sign Agreements With Laurel Public Schools, District 7 And 7-70, Continuing The School Resource Officer (SRO) Program For The Laurel Middle School.
- [21.](#) Resolution No. R19-29: A Resolution Authorizing The Mayor To Execute Agreements With Zuercher Technologies LLC, A Tritech Software Systems Company, For Equipment And Support For The City's 911 Service.
- [22.](#) Resolution No. R19-30: A Resolution Of The City Council Authorizing The Mayor To Sign A Contract With Christison's Roofing For Roof Repairs On The Jaycee Hall.
- [23.](#) Resolution No. R19-31: A Resolution Authorizing The Mayor To Execute A Contract For The City Prosecutor Position Between The City Of Laurel And Attorney Teague Westrope.

Items Removed From the Consent Agenda

Community Announcements (One-Minute Limit)

This portion of the meeting is to provide an opportunity for citizens to address the Council regarding community announcements. The duration for an individual speaking under Community Announcements is limited to one minute. While all comments are welcome, the Council will not take action on any item not on the agenda.

Council Discussion

Council members may give the City Council a brief report regarding committees or groups in which they are involved.

Mayor Updates

Unscheduled Matters

Adjournment

The City makes reasonable accommodations for any known disability that may interfere with a person's ability to participate in this meeting. Persons needing accommodation must notify the City Clerk's Office to make needed arrangements. To make your request known, please call 406-628-7431, Ext. 2, or write to City Clerk, PO Box 10, Laurel, MT 59044, or present your request at City Hall, 115 West First Street, Laurel, Montana.

DATES TO REMEMBER

Item Attachment Documents:

1. Approval of Minutes of June 4, 2019.

MINUTES OF THE CITY COUNCIL OF LAUREL

JUNE 4, 2019

A regular meeting of the City Council of the City of Laurel, Montana, was held in the Council Chambers and called to order by Mayor Tom Nelson at 6:30 p.m. on June 4, 2019.

COUNCIL MEMBERS PRESENT:	Emelie Eaton	Richard Herr
		Irv Wilke
	Richard Klose	Bill Mountsier
COUNCIL MEMBERS ABSENT:	Bruce McGee	Heidi Sparks
	Scot Stokes	
OTHER STAFF PRESENT:	None	

Mayor Nelson led the Pledge of Allegiance to the American flag.

Mayor Nelson asked the council to observe a moment of silence.

MINUTES:

Motion by Council Member Eaton to approve the minutes of the regular meeting of May 21, 2019, as presented, seconded by Council Member Mountsier. There was no public comment or council discussion. A vote was taken on the motion. All five council members present voted aye. Motion carried 5-0.

CORRESPONDENCE: None.

COUNCIL DISCLOSURE OF EX PARTE COMMUNICATIONS: None.

PUBLIC HEARING:

- **Intent to Create SID No. 119**

Mayor Nelson stated this is the time and place set for the public hearing on the City of Laurel's Intent to Create SID No. 119.

Mayor Nelson opened the public hearing and stated that staff is not present as the Council has been through this at the Workshop. This is the SID associated with the E. 6th Street project.

Mayor Nelson opened the floor for public comment and stated that copies of the rules governing the public hearing were posted in the council chambers.

Mayor Nelson asked three times if there were any proponents. There were none.

Mayor Nelson asked three times if there were any opponents. There were none.

Mayor Nelson asked Staff to respond to any relevant questions. There were none.

Mayor Nelson closed the public hearing.

CONSENT ITEMS:

- **Claims for the month of May 2019 in the amount of \$2,157,263.96.**
A complete listing of the claims and their amounts is on file in the Clerk/Treasurer's Office.
- **Approval of Payroll Register for PPE 5/19/2019 totaling \$172,589.52.**
- **Receiving the Committee/Board/Commission Reports into the Record.**

- Budget/Finance Committee minutes of May 21, 2019, were presented.
- Council Workshop minutes of May 28, 2019, were presented.
- Emergency Services Committee minutes of April 29, 2019, were presented.
- Public Works Committee minutes of May 20, 2019, were presented.
- Tree Board minutes of April 18, 2019, were presented.
- Tree Board minutes of May 16, 2019, were presented.
- Laurel Airport Authority minutes of April 16, 2019, were presented.
- City-County Planning Board minutes of May 2, 2019, were presented.
- Revised Park Board minutes of April 4, 2019, were presented.
- Park Board minutes of May 2, 2019.

The mayor asked if there was any separation of consent items. There was none.

Motion by Council Member Eaton to approve the consent items as presented, seconded by Council Member Mountsier. There was no public comment or council discussion. A vote was taken on the motion. All five council members present voted aye. Motion carried 5-0.

CEREMONIAL CALENDAR: None.

REPORTS OF BOARDS AND COMMISSIONS: None.

AUDIENCE PARTICIPATION (THREE-MINUTE LIMIT):

Karl Dan Koch, 320 Colorado Avenue, stated that he had set out to make this parking lot a combination lot, that this is the only lot within 80 miles that is not a combination lot. He thanked the Mayor and Council President Eaton for addressing the issues with the handicap parking lot.

SCHEDULED MATTERS:

- **Resolution No. R19-18: A Resolution Approving A Task Order Authorizing Kadrmas, Lee & Jackson, Inc. For Work Relating To The City's 2019 Pavement Damage Repair Project.**

Motion by Council Member Klose to approve Resolution No. R19-18, seconded by Council Member Eaton. There was no public comment or council discussion. A vote was taken on the motion. All five council members present voted aye. Motion carried 5-0.

- **Resolution No. R19-19: A Resolution Approving An Amendment To Task Order Authorizing Kadrmas, Lee & Jackson, Inc. For Work Relating To The City's East 6th Street Reconstruction Project.**

Motion by Council Member Klose to approve Resolution No. R19-19, seconded by Council Member Mountsier. There was no public comment or council discussion. A vote was taken on the motion. All five council members present voted aye. Motion carried 5-0.

- **Resolution No. R19-20: A Resolution Approving An Amendment To Task Order Authorizing Kadrmas, Lee & Jackson, Inc. For Work Relating To The City's East Downtown Infrastructure Improvements Project.**

Motion by Council Member Mountsier to approve Resolution No. R19-20, seconded by Council Member Herr. There was no public comment or council discussion. A vote was taken on the motion. All five council members present voted aye. Motion carried 5-0.

- **Resolution No. R19-21: Resolution Relating To Special Improvement District No. 119; Creating The District For The Purpose Of Undertaking Certain Local Improvements And Financing The Costs Thereof And Incidental Thereto Through The Issuance Of Special Improvement District Bonds Secured By The City's Special Improvement District Revolving Fund**

DRAFT

Motion by Council Member Wilke to approve Resolution No. R19-21, seconded by Council Member Mountsier. There was no public comment or council discussion. A vote was taken on the motion. All five council members present voted aye. Motion carried 5-0.

- **Resolution No. R19-22: A Resolution Of The City Council To Amend The Large Grant Request Program Pursuant To The Recommendation Of The Laurel Urban Renewal Agency.**

Motion by Council Member Eaton to approve Resolution No. R19-22. There was no second to the motion. Mayor Nelson stated with no second then this resolution dies. This resolution will be brought back for further discussion at next week's Workshop.

- **Resolution No. R19-23: A Resolution Of The City Council Approving Certain Revisions To The CBA Through A Memorandum Of Agreement Between The City Of Laurel And Local Union Local 303, American Federation Of State, County And Municipal Employees, AFSCME.**

Motion by Council Member Herr to approve Resolution No. R19-23, seconded by Council Member Wilke. There was no public comment or council discussion. A vote was taken on the motion. All five council members present voted aye. Motion carried 5-0.

ITEMS REMOVED FROM THE CONSENT AGENDA: None.

COMMUNITY ANNOUNCEMENTS (ONE-MINUTE LIMIT):

Kris Vogelee, 306 E. 4th Street, stated that the Downtown is dying. There are currently 7 storefronts vacant in the downtown area. LURA was developed to create a vital and cohesive extension of the core Laurel area, improve traffic patterns to further enhance business experiences, and create a destination place where the people want to repeatedly visit. He stated that Laurel is not a destination place. Need to spend funds on projects that increase the tax base. Recently a nearby commercial space was sold for \$38/sqft. This has lowered his taxable value and could impact the TIF District. He would like the TIF District funds to go to things that increase the taxable value.

COUNCIL DISCUSSION:

Public Works Committee has requested to add a continuing agenda item be the discussion on the handicap parking lot.

MAYOR UPDATES:

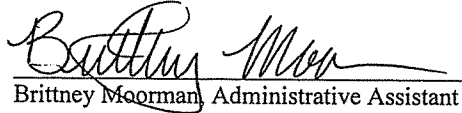
Mayor Nelson stated the next LURA meeting is scheduled for June 17, 2019, at 11:00 a.m. Mayor Nelson plans on attending this meeting.

UNSCHEDULED MATTERS: None.

ADJOURNMENT:

Motion by Council Member Eaton to adjourn the council meeting, seconded by Council Member Mountsier. There was no public comment or council discussion. A vote was taken on the motion. All five council members present voted aye. Motion carried 5-0.

There being no further business to come before the council at this time, the meeting was adjourned at 6:52 p.m.


Brittney Moorman, Administrative Assistant

Approved by the Mayor and passed by the City Council of the City of Laurel, Montana, this 18th day of June 2019.

Thomas C. Nelson, Mayor

Attest:

Bethany Langve, Clerk/Treasurer

Item Attachment Documents:

2. Letter from Yellowstone County for the re-appointment of Mr. Benner to the Laurel City/County Planning Board; Letter from Yellowstone County for the re-appointment of Mr. Klasna to the Laurel City/County Planning Board.

Yellowstone County



COMMISSIONERS
(406) 256-2701
(406) 256-2777 (FAX)

P.O. Box 35000
Billings, MT 59107-5000
commission@co.yellowstone.mt.gov

April 16, 2019

Mr. Ron Benner
1408 East Maryland Ln.
Laurel, MT 59044

RE: Re-appointment to Laurel City/County Planning Board

Dear Mr. Benner,

The Board of County Commissioners of Yellowstone County has re-appointed you to the above named board. Your term by this appointment will be from July 1, 2019 to June 30, 2021.

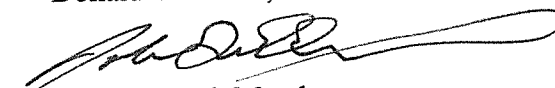
We wish to take this opportunity to thank you, in advance, for accepting this community service.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA


Denis Pitman, Chairman


Donald W. Jones, Member


John Ostlund, Member

BOCC/ew

c: Board File - Clerk & Recorder
Brittney Moorman, City of Laurel, P.O. Box 10, Laurel, MT 59044

Yellowstone County



COMMISSIONERS
(406) 256-2701
(406) 256-2777 (FAX)

P.O. Box 35000
Billings, MT 59107-5000
commission@co.yellowstone.mt.gov

April 16, 2019

Mr. Jon Klasna
3900 Yard Office Rd
Laurel, MT 59044

RE: Re-appointment to Laurel City/County Planning Board

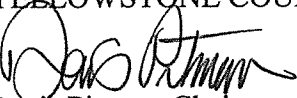
Dear Mr. Klasna,

The Board of County Commissioners of Yellowstone County has re-appointed you to the above named board. Your term by this appointment will be from July 1, 2019 to June 30, 2021.

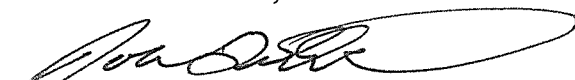
We wish to take this opportunity to thank you, in advance, for accepting this community service.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA


Denis Pitman, Chairman


Donald W. Jones, Member


John Ostlund, Member

BOCC/ew

c: Board File - Clerk & Recorder
Brittney Moorman, City of Laurel, P.O. Box 10, Laurel, MT 59044

Item Attachment Documents:

3. Resignation letter from Ken Gomer.

Kenneth C Gomer

204 Foundation Ave, Laurel, MT 59044

June 7, 2019

Dear Mayor Nelson

It has been a year since my accident and although my recovery has been miraculous, I still feel that continuing to attempt to serve on all of the appointed committees should now end and allow others to serve. As of today, please accept my resignation from Laurel city county planning board, parks board and Public works.

It has been an honor to serve when I was able. Maybe as I continue to heal I will feel up to participating again and reapply. Thank you for the opportunity!

Sincerely



Ken Gomer

Item Attachment Documents:

4. Chamber of Commerce minutes of May 10, 2019; Laurel Chamber of Commerce agenda of June 13, 2019.

Laurel Chamber of Commerce **Board Meeting Minutes**

The Meeting was held on **May 9, 2019 at Fowl Play**. In attendance were: Executive Board Members: Vice President- Chase Anderson, Treasurer- Evan Bruce and Executive Secretary- Camilla Nelson. Directors: Katie Whitmoyer, Patsy Woody, Lori Hodges, Beth Hoferer, Megan Cutting, Brent Renier, Carrie Smith and Billie Lehman. Member- Jim Taylor, Laurel Museum Inc and Laurel Community Foundation

Chase called the meeting to order.

The minutes were reviewed: Evan motioned that the minutes be approved, Billie 2nd, minutes were approved
Guest Speaker – Laurel Museum Inc is wanting to dissolve the Inc and gift the building to Laurel Community Foundation. We are listed on the current deed to have access to that building if we ever needed to. The Museum is asking that we waive and cancel that so that. It was decided we needed to look over our lease for the Log Cabin with the City before making any decisions. Cami will email the members a copy so they can review it.

Old BUSINESS

- **Audit-** Brent reported on the Audit and said everything looked good. Membership is hard to track and it was suggested to use a spreadsheet to track when members pay and how much.
- **Job Fair-** April 16th from 4-7pm had around 5 people show up. It was suggested to get with Job Services for suggestions or to advertise our next one for us.
- **Chamber Logo-** Logo is tied with Board member votes. We are going to send out an email to all members asking for their input and also post a Facebook poll.

NEW BUSINESS

- **New Members – Elite Salon, 406 Kids Drop-In Childcare**
- **July 4th** – 20 food vendors (we are full), 18 craft vendor, 14 runners, and 2 parade signed up!!
 - **Candy-** After reviewing the insurance policy and discussing finding groups to help police the parade we took a vote on having candy at the parade. Beth motioned that we allow the handing out of candy to children standing behind the white line, Billie 2nd- approved. Cami will update the forms and the rules.
 - **Entertainment/Stage-** Waiting to hear back from the City on our request
 - **Walkie Talkies-** Cami order a set of 3 from Amazon for \$67.99
- **Tourism Grant-** Evan reported he didn't get letters back in time so we will wait and do this next year
- **Brochures-** Last brochures were done in 2016; need to get some updated ones made. Evan and Chase will get us quotes on getting these printed. A committee was formed of Beth, Katie, and maybe Carrie. Cami will send out dates for a meeting.
- **Spring MACE Conference-** Cami would like to attend June 3-4 \$80, it was suggested to ask if Amanda would like to go with. Evan motioned to send Cami and possibly Amanda to this, Billie 2nd- approved.
- **Farmer's Market-** Cami asked thoughts on having a Farmer's Market 1 Saturday a month. Locations were suggest; IGA, Helena Chemical, and Town & Country. Cami will look into this

Ribbon Cuttings

- **406 Kids Drop-In Childcare-** May 10th @ 12pm

OPEN FORUM

Business After Hours –

- **May-** Chamber
- **June-** Thomae

Meeting Adjourned

Next meeting – June 13, 2019

Sid's

Agenda
Laurel Chamber of Commerce
June 13, 2019
Sid's

Moment of Silence

Presentation of minutes:

Guest Speaker –

Financial Report –

Yellowstone Checking -	\$ 87,794.40
Altana CD	\$ 8,405.53
Altana Saving	\$ 748.55
Christmas Repair Fund	\$ 3,706.34
TOTAL	\$ 100,654.82

Bills to be presented for payment: - done to date

OLD BUSINESS

- **Chamber Logo-** Cami emailed members and posted a Facebook Poll-
- **Laurel Museum-** Need to vote on this issue
- **Small Business Lunch & Learn-** Had 10 people show up, was a really great presentation from Lorene Hintz and her crew with the Big Sky EDA and SBDC. Let me know if you missed it and want info on it.
- **Spring MACE Conference-** Cami will report

NEW BUSINESS –

- **New Members –**
- **July 4th –** 20 food vendors(we are full), 30 craft vendors, 30 runners and 13 parade
Volunteers needed-
 - **Grand Marshall?-** Rick Musson will be the Grand Marshal
 - **Entertainment/Stage-** City approved this! We need a trailer for the bands, and need to vote on which bands
- **Brochures-** Committee met on May 23rd
- **Reach Customers Online Lunch & Learn-** June 18th 12pm @ Chamber Registration required
<https://community.grow.google/s/event/a0r1E00000BTuik/workshop-20190618?fbclid=IwAR2bBQPLofT9KddYvNObphZdT2Ou8SLPtqUjIE9RP4hfDlghijwOy06QKOE>

Ribbon Cuttings

OPEN FORUM –

Business After Hours –

- **June- Thomae Lumber-** June 20th 5-7pm
If you would like to host an event, please contact the Chamber.

Next Meeting – July 11, 2019 Chamber Log Cabin

Item Attachment Documents:

8. Receiving the Committee/Board Minutes into the Record.
Budget/Finance Minutes of June 4, 2019.
Council Workshop Minutes of June 11, 2019.

**MINUTES
CITY OF LAUREL
BUDGET/FINANCE COMMITTEE
TUESDAY, JUNE 04, 2019**

Members Present: **Emelie Eaton** **Richard Klose**

Others Present: **Mayor Nelson** **Bethany Langve**

Public Input: *Citizens may address the committee regarding any item of business that is not on the agenda. The duration for an individual speaking under Public Input is limited to three minutes. While all comments are welcome, the committee will not take action on any item not on the agenda.*

General Items

- Review and approve the minutes from the May 21, 2019 Budget and Finance Committee meeting – Richard Klose made a motion to approve the minutes of the May 21, 2019 Budget and Finance Committee meeting, Mayor Nelson seconded the motion, all in favor, motion passed.
- Review and approve purchase requisition from the sewer department for emergency repairs to the Jet Rodder. The Committee reviewed the purchase requisition and all supporting documentation. There were no questions or comments regarding the requisition. Richard Klose made a motion to approve the purchase requisition from the sewer department for emergency repairs to the Jet Rodder, Emelie Eaton seconded the motion, all in favor, motion passed.
- Review claims entered through 05/31/2019 and recommend approval to Council – Emelie Eaton had previously reviewed the claims detail report and the check register for accuracy. Emelie Eaton made a motion to recommend approval of the claims entered through 05/31/2019 to Council, Richard Klose seconded the motion, all in favor, motion passed.
- Review the Comp/Overtime report for Pay Period Ending 05/19/2019 - The Committee reviewed the Comp/Overtime hours for pay period ending 05/19/2019 and had no questions or comments regarding the comp/overtime reports.
- Review and approve the payroll register for pay period ending 05/19/2019 totaling \$172,589.52 – The Committee reviewed the payroll register for pay period ending 05/19/2019. Richard Klose made a motion to approve the payroll register for pay period ending 05/19/2019 totaling \$172,589.52, seconded by Emelie Eaton, all in favor, motion passed.

New Business

Old Business

Other Items

Update from the Mayor – The Mayor stated that there will be no management budget this year. It is not required by law and with the budgetary changes being done the focus is on a solid preliminary budget.

The following Claims Review Schedule was created: 06/18 – Scot Stokes, 07/02 – Bruce McGee, 07/16 Richard Klose, 08/06 – Scot Stokes, 08/20 Bruce McGee

Announcements

The next Budget and Finance Committee meeting will be held on June 18, 2019 at 5:30pm

Respectfully submitted,


Bethany Langve
Clerk/Treasurer

NOTE: This meeting is open to the public. This meeting is for information and discussion of the Council for the listed workshop agenda items.

**MINUTES
CITY OF LAUREL
CITY COUNCIL WORKSHOP
TUESDAY, JUNE 11, 2019**

A Council Workshop was held in the Council Chambers and called to order by Mayor Tom Nelson at 6:30 p.m. on June 11, 2019.

COUNCIL MEMBERS PRESENT:

☒ Emelie Eaton	☒ Heidi Sparks
☒ Bruce McGee	☒ Richard Herr
☒ Scot Stokes	☒ Irv Wilke
☒ Richard Klose	☒ Bill Mountsier

OTHERS PRESENT:

Karen Courtney, Safety Officer
Bethany Langve, Clerk/Treasurer
Stan Langve, Police Chief
Nick Altonaga, City Planner

Public Input:

There were none.

General Items

1. Re-appointment of Roger Giese to the City/County Planning Board for a two-year term ending June 30, 2021.

All appointments on this agenda are re-appointments of people who are already serving on these Boards and Committees. Mayor Nelson announced that the City/County Planning Board has four vacancies. Those who are interested in serving on any of the Boards/Commission can contact the City Clerk or Council Secretary.

2. Re-appointment of Brock Williams to the Laurel Airport Authority for a five-year term ending June 30, 2024.

There was no discussion.

3. Re-appointment of David Gauslow to the Cemetery Commission for a two-year term ending June 30, 2021.

There was no discussion.

4. Re-appointment of Richard Klose to the Cemetery Commission for a two-year term ending June 30, 2021.

There was no discussion.

5. Re-Appointment of Phyllis Bromgard to the Tree Board for a three-year term ending June 30, 2022.

There was no discussion.

6. Re-Appointment of Clair Killebrew to the Library Board for a five-year term ending June 30, 2024.

Mayor Nelson stated that Clair Killebrew had served one term on the Library Board. She is requesting to be re-appointed to her second, and final, term. Mayor Nelson also stated that Council President Eaton was also interested in serving on this Board. One Council Member is allowed to serve on Library Board.

It was questioned if there was only one position open. It was clarified that is correct.

Bethany Langve, Clerk/Treasurer, stated that the Library fund would be moved out of General Fund and into its own fund. The Library will be responsible for creating and maintaining its own budget. This is how they should have been set up to begin with. They will be allotted a mill value each year. This year it was calculated to be approximately 29 mills to mirror this year's budget. Once Council approves the mill value, they no longer have oversight over how the Library Board chooses to spend those funds. The Library Board will still have to report to the State in regards to their budget. The City is required to budget a minimum of 5 mills for the Library. For these reasons, the Council may consider appointing a Council Member to the Library Board. It is the Clerk/Treasurers opinion that a Council Member sits on this board as there is no direct oversight of the Library by Council. Before Council approved expenditures and provided oversight, this is no longer the case.

It was questioned if the State or the City fund the Library. It was clarified that the City funds the Library and will now do so by moving mills from the General Fund to Fund 2220.

It was questioned why it wasn't set up this way to begin and what triggered this change. It was clarified that in the review of the budgeting process, there is a lot of time that the Clerk/Treasurer and Mayor spend establishing the budget for the Library. Upon further review, it was determined that this should be done by the Library. This process is used in other City's, and it seems to work well for them. and it seems to work well for them.

Executive Review

7. Resolution: A Resolution Adopting A Safety Policy For The City Of Laurel.

Karen Courtney, Safety Officer, stated the current Safety Policy was written in 2004. It is antiquated and needed to be updated. This proposed policy was accepted by the Safety Committee in January of 2018. Department Heads reviewed and suggested changes. After those changes were made it was signed off on by Department Heads in November 2018. The City's insurance company reviewed and approved this policy. The City Attorney has also reviewed and approved this policy. This policy incorporates current OSHA standards.

Mayor Nelson stated that last time Council saw a policy this big was the personnel manual. At the time there was some angst in approving the policy without having the time to fully review the

document. Council has the option to not make a decision at next week's meeting and bring it back to the following Workshop if they need additional time to review the document.

The Safety Officer clarified the last Safety Policy was over 150 pages in length. This Safety Policy is a condensed version of a policy. There will be department specific policies. The safety needs of office personnel are different than those in Public Works.

It was questioned if the Safety Officer could address the major changes to this policy. It was clarified that responsibilities are better outlined, clarity in the chain of command, and where things need to be reported. It also states that the Safety Committee will review all accidents within the City; this was not previously stated and wasn't being done. This City was addressed via the Department of Labor & Industry as to why we weren't investigating accidents to prevent them from occurring in the future. The Safety Officer is to be notified of all accidents to track for any trends and can assign training to that department. The forms have been updated to protect privacy; they do not contain information such as social security numbers.

It was questioned if this policy will be updated regularly. It was clarified that this policy would be reviewed and updated on an annual basis. The accident rate is decreasing throughout the City. How City's are rated is changing and will change the focus. The Safety Officer will work to identify any shortcomings and add those to this list.

It was questioned if each department will have its own safety policy. It was clarified that this policy is the basic policy that covers all employees. The department-specific policy will address the issues related to that departments needs. Each department has a representative on the Safety Committee. They will go over the department safety policy with each employee and have them sign off that they have been trained.

It was questioned after their initial training when they are hired, how often do they have to revisit the safety policy. The only time the employee will be required to read the policy is when there is an update. However, they have implemented "Toolbox Talks" that can be done at department meetings. There are 52 topics, and each is approximately 5 minutes in length before the City would use 30-minute videos from the 1970s.

It was questioned how this policy works with MMIA and if it will affect the City's insurance rate. This policy will affect the City's insurance rates the City receives a rating. Two pieces that are part of that calculation is does the City have a safety policy and do they have a safety committee. Both are required by OSHA. The original template was from MMIA; they have also reviewed the final policy. The fact that training has been done and employees have signed off should help reduce the insurance rates. Recently the Safety Committee recommended the use of ice cleats, all employees were issued ice cleats, and it has reduced the slip and fall accidents.

It was questioned what resources were used in crafting this policy. The Safety Officer had attended Safety Fest used their distributed information, OSHA Standards, and the Montana Safety Culture Act. One thing that has already been implemented is the safety concern form. An employee doesn't need to put their name on the form, but they can report a safety concern both

to their supervisor or the Safety Officer. All safety concerns are reviewed and brought to the Safety Committee for discussion.

It was questioned if there were any identified safety concerns at this time. It was stated that the only ones currently are the buildings at City Shop, there was some leaking of the roof and other maintenance that needed to be addressed. During building inspections looked for items to make the buildings safer and have appropriate fire egress and ensuring everyone is out of the building.

8. Resolution No. R19-22: A Resolution Of The City Council To Amend The Large Grant Request Program Pursuant To The Recommendation Of The Laurel Urban Renewal Agency.

Nick Altonaga, City Planner, took a brief moment to recap the events of the past few weeks regarding this issue. The request to raise the large grant cap to \$225k was to better serve the businesses within the district. There have been some communication gaps between the Council and LURA. He is working hard to bridge those gaps to the best of his ability. Historically there have been issues with bringing items to Council properly and reporting properly. Spoke with the Clerk/Treasurer about the reports Council is asking for, both are willing and able to draft any report necessary for Council that would include the funding that has been requested, what the budget looks like, and help bridge the communication gap.

Judy Goldsby, LURA Chair, gave a brief overview of how the TIF District works and that LURA has been able to do some incredible things so far. Last year LURA received over \$400k in requests. LURA was unable to grant all the grants, and even shuffled some of the projects into the small grants as it benefited the applicant more. She stated there are many more things the LURA Board could do if they had the funding available.

Steve Solberg, property owner within the District, stated he has been on the LURA Board for approximately five or six years. He has seen a lot of progress made during his time on the board. He stated it was his understanding that the TIF District was a tax increase that was created with the purpose of helping the businesses owners. Last year approximately \$800k worth of projects was submitted. The Large Grant is a 1:1, it is not a funding mechanism but rather an assist mechanism. He gave some examples of the work LURA has done around the TIF District, ranging from parking lot improvements to street paving to the improvement of the business appearance. His perception of LURA is not for infrastructure funding. The proposed project has not been on LURA's radar as a potential project. The increase of the Large Grant Program cap to \$225k would allow businesses to continue to make improvements.

Peggy Miller, 201 E. Main Street, stated that the grant program is wonderful. She and her husband did not opt to use the program until this last year. It allowed them to get going on renovating their building, where other circumstances would have limited the work they could do. They take great pride in the upgrades they have done. The upgrades also incentivize other businesses to do the same. This area is looking alive and new, which is not only good for the businesses but the community as well. Mrs. Miller stated she feels the funds should stay in the fund and be used to help businesses as it was designed for. Each business is grateful for every dollar they were able to receive. Mrs. Miller appreciates the Council, LURA, and the opportunities this program has brought business owners.

It was questioned if the Mayor was the grapevine that previous speakers had referred to, further what is going on with the street project. It was clarified that LURA would expire if a few years if a project is not bonded to extend the TIF District. There are two options; those funds can be spent on projects and let the TIF District expire or bond a project and extend the TIF District. It has always been the desire of the City to bond a project to extend the TIF District. A variety of projects have been discussed over the years. One was the Gateway project. This project would cost more than what LURA is able to contribute as well as it is a State highway. The goal was to increase traffic flow by installing a roundabout. However, having a roundabout butting up to a four-way stop does not help with the flow of traffic. The Mayor is investigating ways to have the underpass lanes widened when the railroad bridges are replaced. The project the Mayor spoke with LURA about a few months back addresses the streets in most disrepair within the TIF District. This project allows for the TIF District to be extended. Eventually, savings will be built up again to continue to do future grant funding or even bond a smaller project. Tax values typically increase over time. Once the TID District expires it is done, you do not create another TIF in the same location. The City needs to take advantage of the ability to extend the district.

Bethany Langve, Clerk/Treasurer, clarified that the TIF District is not just a grant program; in fact, it is a lot more than a grant program. She stated she was disappointed in the lack of support for this project. The Mayor has brought forward an incredible project. The TIF District has had over a million dollars for over three years, there have been no complaints in that time. Now that a project is in the works, there are complaints. This project will bring streets and infrastructure to businesses and will assist those business in many facets. The prior staff did not educate this committee on how it should run. The new Planner is working hard to address those issues. There has been a request for an annual report. The Clerk/Treasurer asked what the Council would like to see in this report. It's known that Council wants to see revenue, expenditures, and what is handed out in grant money, but are there other items that Council would like a report on such as before and after pictures or a synopsis of the projects that received grant funding.

It was stated that every time LURA comes in, it seems they are unaware of what the bondable project is. They are an advisory committee, but they need to be able to advise. It was clarified by the LURA Chair that the only mechanism they had to spend money was via the grant programs. They did not have a presentation of what the bondable project would be. The grant increase request came from the desire to use some of the funds that LURA had sitting in their account. LURA would like the bondable projects to be presented so that LURA can advise on the project.

It was stated that LURA has a million dollars that have accumulated over the past few years. The City now has a bondable project that this reserve will be used to extend the life of the district. The TIF District will continue on with the same amount of income. It was questioned if this is correct. It was clarified that that was indeed correct. The revenue should increase annually. Part of the annual revenue will be used to make their debt service payments.

It was questioned if Council does not approve the Large Grant Program increase will LURA be able to continue their grant programs have they have in previous years. It was clarified that that is correct. When entered into the bondable project, the district will be extended another 25 years.

If the Council chooses to approve the cap to \$225k, they should still be able to bond a project. It was further clarified that LURA is not required to disburse funds up to their cap.

The Planner clarified that he would be working on performance measures to help objectively score each of the grant applications. After discussions with LURA members, it is clear that there is miscommunication. LURA was under the impression this was in the conceptual stage and not the design stage. The Planner is working to clear those lines of communication. Mayor Nelson clarified further that the only conceptual project he had seen was the Gateway project. That the City is to the point where they need to get this project bonded to extend the TIF District so as not to let it expire. Business owners have come forward, asked for various issues to be addressed. This is the Goldilocks project; it is in the district, the area is blighted, it assists the businesses in the area, and is affordable.

It was stated that LURA receives over \$600k each year in revenue, and the expected debt service payment will be \$200k. It was clarified they are budgeting a debt service payment of \$350k each year. It was questioned if raising the limit to \$225k wouldn't there still be funds left over. It was clarified that the \$225k does not include the Technical Assistance or Façade grant programs. LURA has the ability to spend up to \$5k before they need Council approval. It was questioned what will be left over after the debt service payment. It was clarified that the project could bond out higher than expected. The Clerk/Treasurer has taken the conservative approach during the budgeting process.

At the last Workshop, it was stated that the Council could raise the amount by \$50k or \$75k and re-evaluate in a year or two if raising the cap to \$225k if feasible. No one is saying the grant program cannot continue or that an increase can't be given. What is being said is raising the limit to \$225k with the unknowns of how much the debt service payments will be is cutting it close. There is a very good possibility that the District may end up bonding more than anticipated, given the condition of the infrastructure. A Council Member felt that raising the cap at this juncture is putting the cart before the horse. It is terrible to tell business owners within the District that there is \$225k available and then turn around and not have the funds to give that amount out in grants. This Council Member would rather increase by a smaller amount, get hard figures for what the debt service is going to be before increasing to \$225k.

It was clarified that this is not a Public Works Project to bond the TIF District, but rather a project within the TIF District. The TIF District was created to address blight. Taxes were increased and set aside to address those issues. There are four conditions listed in LMC 20.04.030, see attached. This is not a diversion of TIF funds to do a Public Works project, but rather the TIF District addressing blight in one of its areas.

Mayor Nelson stated that the LURA Board is full of volunteers. They had done a good job since 2007 when the TIF District was created. They do rely on Staff for guidance and information. They will continue to rely on Staff as they grow. He has faith that this District will continue to see growth within the District.

The question before Council is to increase the cap for the Large Grants to \$225k. Council has two options. First is to motion, second, and approve. Second is to motion, second, motion to amend, then approve.

9. Resolution: A Resolution Approving The Agreement Between The City Of Laurel And The Laurel Airport Authority, Said Agreement Relating To Fire Protection
Mayor Nelson stated that each year, the agreement between the City of Laurel and the Airport Authority would come before Council. This year there was a 2% increase from last year. This contract is for the Fiscal Year 2019-2020.

It was questioned if a Council Member sits on the Airport Authority. It was clarified that no Council Member sits on the Airport Authority, but there is also no legal provision allowing a Council Member to sit on that Board.

10. Resolution: A Resolution Approving An Agreement Between The City Of Laurel And Yellowstone Boys And Girls Ranch, Relating To Fire Protection.
Mayor Nelson stated that this agreement is similar to the previous agenda item but in regards to the Yellowstone Boys and Girls Ranch. Both the Airport and the Yellowstone Boys and Girls Ranch have the potential to have changes in structures, unlike the other Fire Districts. For this reason, they are on a yearly rotation instead of a two-year [corrected: three-years] rotation.

It was questioned the timeframe of this contract. It was clarified that this contract is for the Fiscal Year 2019-2020.

11. Resolution: A Resolution To Authorize The Mayor To Sign Agreements With Laurel Public Schools, District 7 And 7-70, Continuing The School Resource Officer (SRO) Program For The Laurel High School.
Stan Langve, Police Chief, stated this resolution is for last year's contract and this year's contract. There are no real changes, except the variables such as wages. There are some language clarifications that the School Districts legal staff requested. There were no changes, but more clearly stated how this program has always operated.

It was questioned if Chief Langve could give a brief summary of the SRO program. Chief Langve stated that this partnership had been the most tangible, successful partnership between the City of Laurel and the School District. Between the commitment from the City to first provide one officer, and then rapidly a second officer for this program along with the School Districts commitment with their financial challenges and growth issues. When this program began, the SRO's were addressing very different things than they are today. The SRO position has grown into an opportunity to not only be a law enforcement presence, but also a teaching opportunity. The SRO is there for security and education.

It was questioned if there have been discussions about bring an SRO to the grade school level. It was clarified that that request has not to be brought forward. The two officers are assigned a primary focus school; they are available to the grade schools if the need arises. The SRO's try to visit the grade school, especially for special events. The greatest need for the SRO presence is in the Middle School and High School.

It was questioned why the dollar amount between the FY18-19 and FY19-20 for the High School were so different. It was clarified that Officer Anglin began working in the High School in January, due to the circumstances the City is not charging the School for the full year.

12. Resolution: A Resolution To Authorize The Mayor To Sign Agreements With Laurel Public Schools, District 7 And 7-70, Continuing The School Resource Officer (SRO) Program For The Laurel Middle School.

Agenda item discussed with a previous agenda item.

13. Resolution: A Resolution Authorizing The Mayor To Execute Agreements With Zuercher Technologies LLC, A Tritech Software Systems Company, For Equipment And Support For The City's 911 Service.

Stan Langve, Police Chief, this project is to replace the near failure 911 center to a next generation 911 center. House Bill 71 requires all 911 centers to be brought up to a next generation 911 systems. This includes moving away from copper wire to internet based. This project has been in the works for a while when Chief Langve took over this past fall moved forward on this project. This is a critical need. The proposals first came in the summer of 2017. Zuercher has been in business for 25 years; they are a national company. The City of Laurel currently uses them for their Computer Aided Dispatch system (CAD) for the past four years. Their customer service has been good in that timeframe. This system does have options for customization. There were two proposals. Zuercher was the low proposal, it will work seamlessly with the CAD software, and when the GIS Mapping needs to be updated, it will plug into this system without issues.

It was questioned if someone locally is contracted with this company to address any hardware maintenance issues. It was clarified they do have someone local who can assist in addressing any hardware issues, they understand this is a 911 dispatch center. This proposal came in under the budgeted amount.

Bethany Langve, Clerk/Treasurer, stated that this was budgeted for via the CIP. It was budgeted for \$160k. It came in at \$128,326.68, which is significantly under budget.

14. Resolution: A Resolution Of The City Council Authorizing The Mayor To Sign A Contract With Christison's Roofing For Roof Repairs On The Jaycee Hall.

Mayor Nelson stated that part of the roof at Jaycee Hall blew off in a windstorm. This is the repair of that roof.

It was questioned if insurance would be paying for this repair. It was clarified that the City's deductible is \$2,500, which is approximately half the cost of the repair. Each claim effects the premium the City pays it made more sense to repair to roof ourselves than submit an insurance claim.

It was questioned if this is for an entire roof replacement or just the damage that was done. It was clarified that this is a repair for the damage that was done.

It was questioned if the work had been completed and why the contract had already been signed. It was clarified that the City is required by the lease to fix any issues with the roof if the roof goes without repair and causes damage to the inside of the building the City would also need to pay to fix those issues as well. In an effort to not have any additional damage occur, the Mayor authorized work to begin. Two quotes were obtained, there was a \$3k difference between the quotes.

15. Resolution: A Resolution Authorizing The Mayor To Execute A Contract For The City Prosecutor Position Between The City Of Laurel And Attorney Teague Westrope.

For years the City has had a contract with Elk River Law to provide prosecuting services for the City Court. Elk River Law choose to terminate its contract with the City. The City Civil Attorney sent out the position on the attorney listserv. There were approximately eight responses. This individual came highly recommended by the City Civil Attorney as well as the Judge.

It was questioned if this individual is local since the notification went out statewide. It was clarified that Mr. Westrope is local.

Mayor Nelson stated that there had been questions if one person to do both jobs (civil and prosecuting) would be better. Finding someone to do both sides would be difficult. Currently, the attorneys are able to get their work done at this time, having one person in both roles is not the best option for the City.

Council Issues

16. Ordinance Discussion

There are no ordinances to discuss this evening. However, this agenda item will be brought forward to Workshops that are lighter than this evenings. Need to identify the ordinances that need to be addressed. Do not want to overwhelm staff along the way.

It was questioned if changes in ordinances need to be publicly notified. It was clarified that they do. It was further questioned what that process looks like. It was stated that clarification would be made under other items.

Other Items

Bethany Langve, Clerk/Treasurer, addressed a recent statement made by the Laurel Outlook, see attached. In the June 6, 2019 edition of the Laurel Outlook an article titled "Laurel City Council fails to amend large grant program" approximately halfway down states "Notice for the public hearing was not printed in the Outlook by the city." The Clerk/Treasurer went on record stating the City followed MCA 7-1-4127, see attached. The Clerk/Treasurer wants to make it clear to the public, Council, and staff that the public hearing was noticed properly. The affidavit of publication is available in the Clerk/Treasurers office, see attached.

It was questioned if this was fake news. It was clarified that someone reading that statement could read it as the City violated MCA 7-1-4127. The City did not violate MCA 7-1-4127.

It was questioned if resolutions needed to be publicly noticed because there is an opportunity for the public to speak prior to Council approving it. It was clarified this was in reference to the creation of SID No. 119 and required a public hearing. Those residents who are directly affected by SID No. 119 got certified mailing and had an opportunity to protest the SID.

Review of Draft Council Agendas

17. Review Draft Council Agenda for June 18, 2019.

There were no changes.

Attendance at Upcoming Council Meeting

All in attendance will be attending next week's Council meeting.

Announcements

18. Employee/Volunteer Recognition:

Mayor Nelson recognized the following Employees and Volunteers. He thanked them for their years of service.

Employee Recognition:

Brian Kline	14 years	City Shop
William Brew III	13 years	Police
Daniel Griffin	10 years	Police
Raymond Ezell III	2 years	Public Works

Volunteer Recognition:

Riley Hutchens	5 years	Ambulance
Morgan Ecklund	2 years	Ambulance
Shaun Klunder	3 years	Fire
Shane Willis	3 years	Fire

The council workshop adjourned at 8:32 p.m.

Respectfully submitted,



Brittney Moorman
Administrative Assistant

NOTE: This meeting is open to the public. This meeting is for information and discussion of the Council for the listed workshop agenda items.

**Ordinance Regulations for LURA
Laurel Municipal Code 20.02.060 Sections A, B & C
And 20.04.030 and 20.04.040**

20.02.060 Agency authority and duties.

A. In accordance with MCA Section 7-15-4232(2), the city council shall assign the agency the appropriate powers . . . The agency shall act in an advisory capacity to the city council . . . The city council may modify the Laurel Urban Renewal Plan

B. Annual report. On or before September 30 of each and every year, the agency shall provide the city council a written report of its activities for the preceding fiscal year. The report shall contain a complete financial statement setting forth all appropriate expenditures, income, assets, liabilities and operating expenses. At the time of filing the report, the agency shall publish notice, in a newspaper of general circulation, that the report has been filed with the city council and is available for inspection at the office of the city clerk/treasurer during business hours and if applicable, the agency's office.

C. Annual work program and budget. The agency shall also prepare an annual work program (AWP) and proposed budget that provides a list of planned activities for the fiscal year along with the estimated costs of the planned activities. The AWP must also contain the proposed methods of financing the planned activities. . . . All budgets and revised budgets shall be reviewed and approved by the city council as required by Montana Law.

20.04.030 Existence of blight.

The city council hereby finds the following conditions of blight exist in the urban renewal district as defined in MCA Section 7-15-4206:

- A. "Blighted area" means an area that . . . constitutes an economic or social liability or is detrimental or constitutes a menace to the public health, safety, welfare . . . by reason of:
 - 1. The substantial physical dilapidation . . . whether residential or nonresidential
 - 2. Inadequate provisions for . . . sanitary facilities
 - 3. Defective or inadequate street layout
 - (a) Street improvements
 - 4. Unsanitary or unsafe conditions.
 - (a) Public safety. Certain areas do not have street lights, sidewalks, curbs, gutters or sidewalks. The installation of these types of infrastructure is vital for the public safety.

20.04.040 Effective date.

This title shall become effective the 27th day of December, 2007.

Inside:
West school students
earn awards



The Laurel Outlook

\$1 • Volume 110, Number 49 • Thursday, June 6, 2019



Relay team breaks 33-year-old school record

The Home of...
Vera Valatkas, subscriber.

Rock the Block Friday!

Spur of the Moment brings their Old-timey Americana sound to the first Rock the Block in the Laurel Town Square from 6 p.m. to 9 p.m. tomorrow evening. The Laurel Little League will be the food vendors and the event is sponsored by Dynamic Designs. There will be plenty of fun for folks of all ages.

Community Calendar...

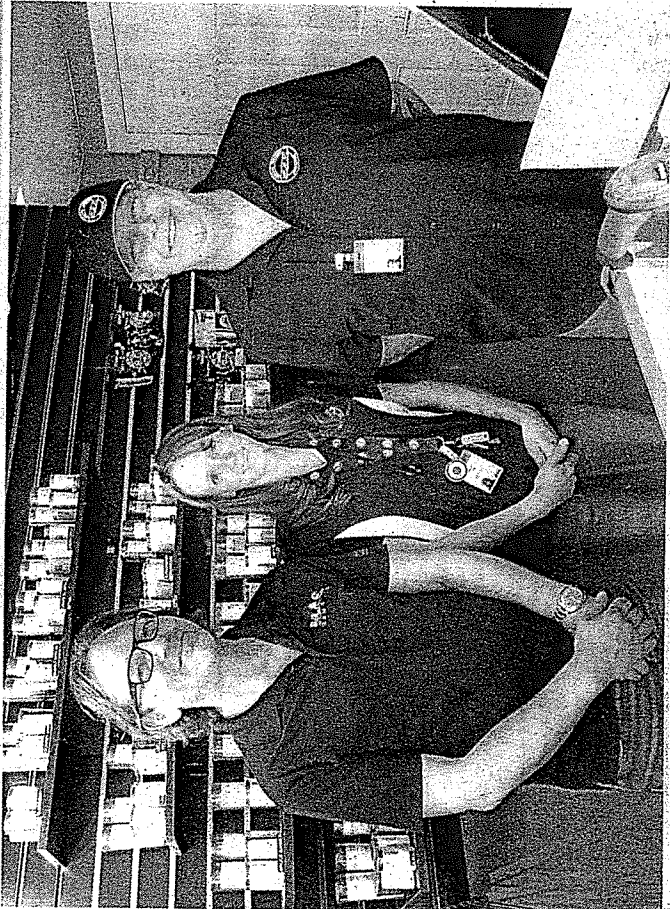
Sunday, June 9
District 4 Fiddlers
Music Jam, Fort Rockvale restaurant, South of Laurel, 1 p.m.

See Page 6 for more calendar events and Page 7 for sports.

Dodger action!

The Laurel Dodgers host the Miles City Mavericks in a double header starting at 5 p.m. at Thomson Park.

Summer reading



Clerk Jessica Hoth standing between M.A.C. owners Jason Smith and Richard Ambromett at their new location just east of Laurel.

New location makes getting

Laurel City Council fails to amend large grant program

By KATHLEEN GILLULY
Outlook editor

During a brief Laurel City Council meeting Tuesday evening, the council with five members present held a public hearing and passed several resolutions they discussed at the workshop May 30th. Heidi Sparks, Scot Stokes and Bruce McGee were absent.

Resolutions R19-18, R19-19, R19-20, R19-21 relating to pavement repair and replacement projects all passed unanimously.

Resolution R19-22 to amend the Laurel Urban Renewal Agency's large grant program to allow larger grants died after a motion was made to pass it by Council President Emilie Baton. There was no second, so the motion died. Mayor Tom Nelson said it would be presented again at next Tuesday's workshop.

During the public hearing on the intent to create a special improvement district to pay for the sidewalks which will be rebuilt on East 6th St. as part of the street replacement project, no one spoke either in favor or against the proposal. The resolution to pass SID 119 passed.

Notice for the public hearing was not printed by the Outlook by the city.

meas in Laurel easier

Montana Advanced Caregivers opens third dispensary

By KATHLEEN GILLULY
Outlook editor

When the owners of Montana Advanced Caregivers requested a zoning variance to open a Laurel store a few years ago they were shot down by the city council. Despite the delay that caused, the company which provides all types of medical marijuana and CBD oils, has expanded and opened in a new location to serve local customers. Rich Ambrose and Jason Smith celebrated the grand opening of their third store at 11010 S. Frontage Road, just outside the city, east of the TA Truckstop, May 10. Their other stores are in Billings and Columbus.

The new satellite store is ideally located for folks in Laurel and points nearby like west Billings and is easily visible from I-90.

"This is about people not having to travel for their medicine," Ambrose said. "There's a CVS or other pharmacy in almost every community and we have a lot of Laurel customers."

In fact, the new location is so popular with area medical marijuana cardholders that the company has been signing up new or transferring patients regularly.

"We've averaged about 40 new clients a month," Smith said. "That's because we have good products for treating a number of different conditions and we're easily accessible."

M.A.C. carries a number of indica, sativa and hybrid marijuana flowers for smoking, including varieties with names like Thriller, Glue, Bruce Banner and Gorilla Grill. They also have preloaded cartridges with marijuana distillates, infused teas, edibles and accessories.

"We have capsules which are good for folks with debilitating diseases and salves and creams which are good for shingles or psoriasis," Smith said. The selection of CBD products is just as varied. CBD

Laurel police capture man brandishing gun

According to a press release provided by Detective Joel Sauter of the Laurel Police Department, on Sunday, June 2 in Billings officers received a report of a male on a Honda motorcycle who had pulled a handgun on a female driver and then fired a shot into the air.

Several hours later the same unknown male on the same motorcycle, milled a

handgun on a female driver with two children in the vehicle in Park City and threatened their lives. Later in Laurel, the same suspect followed a female driver and confronted her when she parked, pulling a handgun and pointing the weapon at her before fleeing the scene.

Officers located the motorcycle in the Laurel city limits. After an investigation

LPD was able to determine the registered owner and identify a suspect. LPD officers located and arrested Ryan Allan Good, 23, and he was transported to the Yellowstone County Detention Facility. He faces four felony charges of assault with a weapon and one traffic violation for no motorcycle endorsement. He remains incarcerated on a \$150,000 bond.



Ryan Allan Good

The summer reading program at the Laurel Public Library begins on Wednesday, June 12. Registration is open now and parents can call or stop by the library to sign up.

S.O.W. serving free lunch

S.O.W. is also serving free lunch for children and adults. Their food truck will be in the trailer park Monday-Friday at 11:00-11:45 a.m. at Alder Ridge on Milwaukee Ave. and from 12:30-1:15 p.m. on the west side of the old Middle School on Colorado Ave.

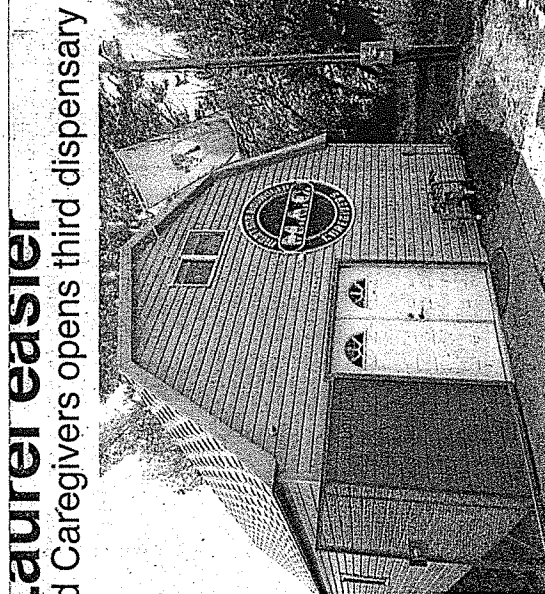
Archers hosting June fun shoot

The Archers' June Fun Shoot is in sight! On June 9th, the Yellowstone Bowmen of Laurel will be hosting their annual June Fun Shoot. Registration to be in the shoot is from 8 a.m. to 10:30 a.m. on June 9. Cost of registration is \$15 for adults (18+), \$12 for youth (13-17), couples for \$25, and ages 12 and under have a fee of \$0! The shoot will consist of taking an aim at a minimum of 20 targets, with two rounds and one arrow per target. Directions: From Old U.S. Highway 10, turn onto Benedict Gulch Road. Cross over the ditch and immediately turn left into the green gate. There will be Yellowstone Bowmen signs. For more information: Find "Yellowstone Bowmen Laurel" on Facebook, or contact either Bill Holland (780-0353) or Flo Yaeger (628-4727).

Have something positive to share, drop it by the Outlook or email it to news@laureloutlook.com.



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The new dispensary at 11010 S. Frontage Rd. provides easy access for Laurel-area medical marijuana patients. The building has been retrofitted with a number of security devices in addition to steel gates and cameras.

oil begin at \$15. Folks that aren't medical marijuana card holders are welcome to visit the store for CBD, as well.

"We even have CBD dog treats," Smith said. There are also bath bombs and drink mixes.

Ambrose said the company is in complete compliance with the State of Montana's program, including new rules imposed by the 2019 Legislature. Currently, providers have to be able to track their products from seed-to-sale through METRC. No new dispensaries will be licensed until all providers are compliant, according to the Montana Department of Public Health and Human Service's website.

"The state has been a great help," Ambrose said. "They were instrumental in

getting us compliant and up and running. Plus turnaround time on getting a card is only a few days now where it used to take at least a month."

The METRC system allows patients to scan a QR code and see a report on any product available in the dispensary. The report includes THC (the psychoactive compound in marijuana) content, terpene profiles and any contaminants, including mold and mildew and pesticides. All M.A.C. products meet the state's requirements.

One of the new rules which hasn't yet gone into effect will "untether" patients, allowing them to shop at any dispensary.

Smith said he believes untethering is just another step towards legalization.

"The law was written with recreational use

At the end of the meeting, Chris Vogele addressed the council.

"Downtown is dying," he said. He went on to point out the empty buildings downtown and noted that the building across the street had just sold for only \$38 a square foot, which decreased all the property values in the area. He also mentioned that he thought LURA funds should be used for their intended purpose.

According to the Laurel Urban Renewal Plan on the city's website the goal of funds raised in the TIF district are:

"To create a vibrant and cohesive extension of the core Laurel area.

Improve Traffic patterns to further enhance the business experience for the owner and the consumer.

Create a Destination Place where people will want to repeat-visit.

Have state of the art, updated utilities and infrastructure.

Provide infrastructure for high tech businesses.

The goals and objectives of the group were defined thusly:

Goal: An economically and culturally vibrant Downtown Laurel.

Objectives: Preserve and promote economic development of Downtown Laurel.

Create a strong central core for our community. Establish downtown as a recognizable landmark."

Road construction continues

Construction and paving on the US Highway 212/310 Rockvale to Laurel Project has resumed. Approximately three to four weeks of construction activity remains, weather dependent.

Temporary detours will remain on the north and south ends of the route, and work will continue on the south end of the project as connections between the old road and new road are constructed. Motorists are asked to plan for short delays throughout the week, likely no greater than 15-minutes.

For direct updates, text "rock-laurel" to 553888 or email valetolaurel@kijung.com. There is a construction hotline that can answer frequently asked questions and/or take a message: 1-800-956-3935.

Montana Code Annotated 2017

TITLE 7. LOCAL GOVERNMENT CHAPTER 1. GENERAL PROVISIONS Part 41. Municipalities

Publication Of Notice -- Content -- Proof

7-1-4127. Publication of notice -- content -- proof. (1) When a municipality is required to publish notice, publication must be in a newspaper, except that in a municipality with a population of 500 or less or in which a newspaper is not published, publication may be made by posting in three public places in the municipality that have been designated by ordinance.

(2) The newspaper must:

- (a) be of general circulation;
- (b) be published at least once a week;
- (c) be published in the county where the municipality is located; and
- (d) have, prior to July 1 of each year, submitted to the city clerk a sworn statement that includes:
 - (i) circulation for the prior 12 months;
 - (ii) a statement of net distribution;
 - (iii) itemization of paid circulation and circulation that is free; and
 - (iv) the method of distribution.

(3) A newspaper of general circulation does not include a newsletter or other document produced or published by the municipality.

(4) In the case of a contract award, the newspaper must have been published continuously in the county for the 12 months preceding the awarding of the contract.

(5) In a county where a newspaper does not meet the qualifications in subsection (2), publication must be made in a qualified newspaper in an adjacent county.

(6) If a person is required by law or ordinance to pay for publication, the payment must be received before the publication may be made.

(7) The notice must be published twice, with at least 6 days separating each publication.

(8) The published notice must contain:

- (a) the date, time, and place of the hearing or other action;
- (b) a brief statement of the action to be taken;
- (c) the address and telephone number of the person who may be contacted for further information on the action to be taken; and
- (d) any other information required by the specific section requiring notice by publication.

(9) A published notice required by law may be supplemented by a radio or television broadcast of the notice in the manner prescribed in **2-3-105** through **2-3-107**.

(10) Proof of the publication or posting of any notice may be made by affidavit of the owner, publisher, printer, or clerk of the newspaper or of the person posting the notice.

(11) If the newspaper fails to publish a second notice, the municipality must be considered to have met the requirements of this section as long as the municipality submitted the required information prior to the submission deadline and the notice was posted in three public places in the municipality that were designated by ordinance and, if the municipality has an active website, was posted on the municipality's website at least 6 days prior to the hearing or other action for which notice was required.

History: En. Sec. 3, Ch. 455, L. 1979; amd. Sec. 3, Ch. 354, L. 2001; amd. Sec. 1, Ch. 97, L. 2009; amd. Sec. 2, Ch. 279, L. 2013.

Created by **LAWSON** 

Affidavit of Publication

STATE OF MONTANA

County of Yellowstone

Jonathan McNiven

Being duly sworn, deposes and says:

That he is the Legal Advertising Clerk of Yellowstone County News, a newspaper of general circulation published weekly in the Town of Huntley, in the County of Yellowstone, State of Montana, and that the (8) folio legal **Notice of Passage of Resolution**, a true copy of which is hereto **Included**, was published in said newspaper on the following dates:

May 17, 2019; May 24, 2019;

making in all (2) publication(s).

STATE OF MONTANA

County of Yellowstone

On this 24th day of May 2019, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Jonathan McNiven, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal that day and year first above written.

Victoria Walker

Victoria Walker

NOTARY PUBLIC for the State of Montana, residing
at Worden, MT.

My commission expires: June 30, 2022

NOTICE OF PASSAGE OF RESOLUTION

SPECIAL IMPROVEMENT DISTRICT
NO. 119 AND TO ISSUE THE CITY'S
SPECIAL IMPROVEMENT DISTRICT
NO. 119 BONDS IN THE AGGREGATE
PRINCIPAL AMOUNT OF UP TO \$69,000
SECURED BY THE CITY'S SPECIAL
IMPROVEMENT DISTRICT REVOLVING
FUND
CITY OF LAUREL, MONTANA

NOTICE IS HEREBY GIVEN that on May 7, 2019, the City Council of the City of Laurel, Montana (the "City"), adopted a Resolution of Intention to Create Special Improvement District No. 119 (the "District") for the purpose of financing the costs of certain local improvements and paying costs incidental thereto, including costs associated with the sale and the security of special improvement district bonds of the City drawn on the District (the "Bonds"), the creation and administration of the District, and funding a deposit to the City's Special Improvement District Revolving Fund (the "Revolving Fund").

A complete copy of the Resolution of Intention (the "Resolution") is on file with the City Clerk-Treasurer's office which more specifically describes the nature of the Improvements (as defined below), the boundaries and the area included in the District, the location of the Improvements and other matters pertaining thereto and further particulars. A map of the proposed District is available upon request.

The Improvements consist of the design, engineering and construction of sidewalk improvements, including construction and installation of sidewalks, ADA-compliant ramps, drive and alley approaches and related improvements (collectively, the "Improvements") to benefit certain property located on East 6th Street in the City. The total estimated costs of the Improvements and all associated costs are \$102,500, a portion of which is to be paid from funds contributed by the City and a portion of which is to be paid from proceeds of the Bonds in the amount of \$69,000. The Bonds are to be payable primarily from special assessments to be levied against property in the District, which property will be specially benefited by the Improvements in an amount not less than \$69,000.

The City would issue the Bonds in an aggregate principal amount not to exceed \$69,000 to finance the costs of the Improvements and incidental costs. Principal of and interest on the Bonds will be paid from special assessments levied against properties in the District in the aggregate principal amount of \$69,000 and will be secured by the Revolving Fund. Subject to the limitations of Montana Code Annotated, Section 7-12-4222, the general fund of the City may be used to provide loans to the Revolving Fund or a general tax levy may be imposed on all taxable property in the City to meet the financial requirements of the Revolving Fund.

Each lot, tract, or parcel of land in the District to receive new sidewalks and/or drive approaches as part of the Improvements will be assessed for their proportionate share of the costs of the Improvements and associated incidental costs thereof based on the frontage method of assessment set forth in Section 7-12-4163, M.C.A. Each property shall be assessed for the square footage costs of concrete sidewalks and concrete drive approaches being installed with respect to such property, and its proportionate share of associated incidental costs thereof.

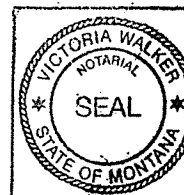
On June 4, 2019, at 6:30 p.m., in the Council Chambers, at 115 West First Street, in Laurel, Montana, the City Council will meet to hear and pass upon all written protests against the creation or extension of the District, or the making of Improvements that may be filed in the period hereinafter described.

Written protests against the creation of the District and the making of the Improvements may be filed by an agent, person, firm or corporation owning real property within the proposed District whose property is liable to be assessed for the Improvements. Such protests must be delivered to the City Clerk-Treasurer's office at 115 West First Street, in Laurel, Montana not later than 5:00 p.m., M.T., on June 3, 2019. As provided by law, such protest must be in writing, identify the property in the District owned by the protestor and be signed by all owners of the property. The protest must be delivered to the City Clerk-Treasurer or the Deputy Clerk, who shall endorse thereon the date of its receipt by him or her.

Full information regarding the proposed District of the Bonds or other matters may be obtained from Kurt Marquardt, Public Works Director, at 115 West First Street, in Laurel, Montana or by electronic mail at kmarquardt@cityoflaurel.mt.gov.

Residing at Worden
My Commission
June 30, 2022

- Page 33 -



Item Attachment Documents:

9. Re-appointment of Roger Giese to the City/County Planning Board for a two-year term ending June 30, 2021.



CITY OF LAUREL

BOARDS, COMMISSIONS, AND COMMITTEES

REAPPOINTMENT FORM

Date: 4/26/19

Name of Member: Roger Giese

I presently serve on the City County Planning Board and wish
(Board/Commission/Committee)
to be considered for reappointment to another term.

Signature: Roger Giese

Date: 4/26/19

Please submit this form to: Administrative Assistant
City of Laurel
P.O. Box 10
Laurel, MT 59044

Item Attachment Documents:

10. Re-appointment of Brock Williams to the Laurel Airport Authority for a five-year term ending June 30, 2024.



CITY OF LAUREL

BOARDS, COMMISSIONS, AND COMMITTEES

REAPPOINTMENT FORM

Date: 4/8/19

Name of Member: Brock Williams

I presently serve on the Laurel Airport Authority and wish
(Board/Commission/Committee)
to be considered for reappointment to another term.

Signature: 

Date: 4/8/19

Please submit this form to: Administrative Assistant
City of Laurel
P.O. Box 10
Laurel, MT 59044

Item Attachment Documents:

11. Re-appointment of David Gauslow to the Cemetery Commission for a two-year term ending June 30, 2021.



CITY OF LAUREL

BOARDS, COMMISSIONS, AND COMMITTEES

REAPPOINTMENT FORM

Date: April 5, 2019

Name of Member: David A. Ganslow

I presently serve on the Cemetery Commission and wish
(Board/Commission/Committee)
to be considered for reappointment to another term.

Signature: David A. Ganslow

Date: April 5, 2019

Please submit this form to: Administrative Assistant
City of Laurel
P.O. Box 10
Laurel, MT 59044

Item Attachment Documents:

12. Re-appointment of Richard Klose to the Cemetery Commission for a two-year term ending June 30, 2021.



CITY OF LAUREL

BOARDS, COMMISSIONS, AND COMMITTEES

REAPPOINTMENT FORM

Date: 04.08.19

Name of Member: RICHARD A. KLOSE SR

I presently serve on the CEMETERY COMMISSION and wish
(Board/Commission/Committee)
to be considered for reappointment to another term.

Signature: Richard A. Klose

Date: 04.08.19

Please submit this form to: Administrative Assistant
City of Laurel
P.O. Box 10
Laurel, MT 59044

Item Attachment Documents:

13. Re-Appointment of Phyllis Bromgard to the Tree Board for a three-year term ending June 30, 2022.



CITY OF LAUREL

BOARDS, COMMISSIONS, AND COMMITTEES

REAPPOINTMENT FORM

Date: April 5/19

Name of Member: Phyllis Bromgard

I presently serve on the Tree Board and wish
(Board/Commission/Committee)
to be considered for reappointment to another term.

Signature: Phyllis Bromgard

Date: April 5/19

Please submit this form to: Administrative Assistant
City of Laurel
P.O. Box 10
Laurel, MT 59044

Item Attachment Documents:

14. Re-Appointment of Clair Killebrew to the Library Board for a five-year term ending June 30, 2024.

April 2, 2019

Attention: Mayor Tom Nelson

City of Laurel

Dear Sir,

I am writing in regards to the position of Trustee of the Laurel Public Library. At this time I have the option to once again serve on the Laurel Public Library Board. I plan on accepting and continuing to remain on the board for another 5 year term per the Montana State Library Code.

I am excited to continue to serve with the other fine trustees on said board. I feel that I can continue to bring both experience and knowledge to the next 5 year term.

Thank you

Clair Killebrew



CITY OF LAUREL

BOARDS, COMMISSIONS, AND COMMITTEES

REAPPOINTMENT FORM

Date: 4-8-19

Name of Member: Clair Killebrew

I presently serve on the Laurel Library Board and wish
(Board/Commission/Committee)
to be considered for reappointment to another term.

Signature: Clair Killebrew

Date: 4-8-19

Please submit this form to: Administrative Assistant
City of Laurel
P.O. Box 10
Laurel, MT 59044

Item Attachment Documents:

15. ResolutionNo. R19-22: A Resolution Of The City Council To Amend The Large Grant Request Program Pursuant To The Recommendation Of The Laurel Urban Renewal Agency.

RESOLUTION NO. R19-22

A RESOLUTION OF THE CITY COUNCIL TO AMEND THE LARGE GRANT REQUEST PROGRAM PURSUANT TO THE RECOMMENDATION OF THE LAUREL URBAN RENEWAL AGENCY.

WHEREAS, the City Council previously created the Laurel Urban Renewal Agency (LURA), pursuant to Ordinance No. 08-09 as codified at Title 18, Chapters 18.02 and 18.04 of the Laurel Municipal Code, to provide input and recommendations regarding the most effective uses of resources gained from the Tax Increment Finance (TIF) District; and

WHEREAS, the City Council appointed a LURA Board of Commissioners, pursuant to Resolution No. R08-123, who are responsible for providing guidance and recommendations to the City Council as to the best use of unencumbered available tax increment funds consistent with the Urban Renewal Plan that was additionally adopted by the City Council and codified at Chapter 18.04.020 of the Laurel Municipal Code; and

WHEREAS, the City Council previously created a grant program called the Large Grant Request Program and the Program initially included a maximum grant of \$75,000 per eligible grantee for qualified projects which was subsequently raised to \$100,000 by the City Council through Resolution No. R17-05; and

WHEREAS, the LURA Board of Commissioners determined that based upon the program's success and the increasing numbers of requests for grants, that it is in the best interest of the City to further increase the maximum grant amount to \$225,000; and

WHEREAS, the City Council reviewed the recommendation provided by the LURA Board of Commissioners and Staff and has determined that increasing the maximum grant available through the Large Grant Request Program is consistent with the goals and objectives contained in the City's Urban Renewal Plan and is in the best interest of the City of Laurel and its citizens.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Laurel, Montana, that the Large Grant Request Program is modified to increase the maximum available grant under such program from \$100,000 to \$225,000. The remaining terms and conditions of the Large Grant Request Program shall remain in effect.

Introduced at a regular meeting of the City Council on June 4, 2019, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel this 4th day of June 2019.

APPROVED by the Mayor this 4th day of June 2019.

CITY OF LAUREL

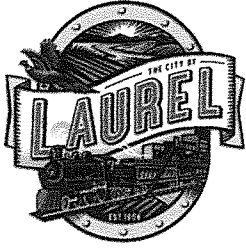
Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk-Treasurer

Approved as to form:

Sam S. Painter, Civil City Attorney



Laurel Urban Renewal Agency

Request for Laurel Urban Renewal Agency Large Grant Program Budget Increase

April 24, 2019

Mr. Mayor and City Council Members,

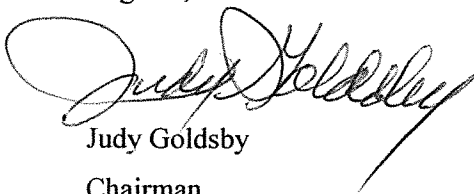
The Laurel Urban Renewal Agency respectfully requests the Laurel City Council consider an increase of the budget of the Large Project Grant program from \$100,000 to \$225,000. Discussions have taken place at multiple meetings on this subject and its importance for the Tax Incremental Financing District. Members of the Laurel Urban Renewal Agency voted on April 15, 2019 to seek an increase of the budget for the LURA Large Grant Program to \$225,000. Members have previously reported that requests for the Large Grant program totaled \$400,000 in 2018. Member support for this increase is a reaction to that increase in activity and publicity for the program.

This budget increase would ;

- Open up new funding supports for residents and businesses
- Create more opportunities for district residents and businesses to improve their community
- Give LURA members greater flexibility to allocate funding to prospective projects

Thank you for your consideration on this matter.

Regards,


Judy Goldsby
Chairman
Laurel Urban Renewal Agency

MINUTES
Laurel Urban Renewal Agency (LURA)
APRIL 15TH 2019, 11:00 AM CITY HALL CHAMBERS

General Items

1. Roll Call

Judy Goldsby	Nick Altonaga
Mardie Spalinger	Rick Herr
Don Smarsh	Tom Nelson
Daniel Klein	Michelle Deboer
Dean Rankin	
Janice Lehman	
Steve Solberg	
Linda Frickel	

General Items

2. Review and Approve minutes from March 18th, 2019.
Dan made the motion to approve the minutes and Dean seconded. Motion was carried.

New Business

3. Discussion for a funding increase in the Large Grant Program from \$100K to \$225K. Mardie made the motion and Don seconded. Motion was carried.
4. The LURA Grant Application for Darell Dyer was returned to him as it was incomplete and the Program states the Owner cannot do the improvements.
5. The LURA Grant Application for Katie Fjelstad was split into (3) smaller grants and (1) large grant.

Old Business

6. Reviewed and discussed the Grant Document updates.

Other Items

7. Discussion for extending the TIF District.

Announcements

8. The next meeting is May 20th, 2019.

Adjournment

9. Judy adjourned the meeting at 12:00pm.

Respectfully submitted,

Mardie Spalinger
Board Secretary

NOTE: This meeting is open to the public. This meeting is for information and discussion of listed agenda items.

Item Attachment Documents:

16. Resolution No. R19-24: A Resolution Adopting A Safety Policy For The City Of Laurel.

RESOLUTION NO. R19-24

A RESOLUTION ADOPTING A SAFETY POLICY FOR THE CITY OF LAUREL.

WHEREAS, the City of Laurel Staff prepared a Safety Policy for the City of Laurel in order to provide its employees safe and healthful working conditions; and

WHEREAS, the City of Laurel is required to comply with the Federal Occupational Safety and Health Administration (OSHA) Regulations that have been adopted by the State of Montana and the Safety Policy will enable the City to remain in compliance with such regulations; and

WHEREAS, City staff worked in concert with employees, department heads, and the Mayor who all recommend the City Council adopt the same.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, that the City Council hereby adopts the attached Safety Policy for the City of Laurel.

Introduced at a regular meeting of the City Council on June 18, 2019, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel, Montana, this 18th day of June 2019.

APPROVED by the Mayor this 18th day of June 2019.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, City Clerk/Treasurer

Approved as to form:

Sam S. Painter, Civil City Attorney



SAFETY

POLICY

Review and Approval

Title	Name	Date
Chief Administrative Officer		mm/dd/yyyy
Public Works Director		mm/dd/yyyy
Police Chief		mm/dd/yyyy
Fire Chief		mm/dd/yyyy
City Clerk/Treasurer		mm/dd/yyyy
Library Director		mm/dd/yyyy
City Judge/Court		mm/dd/yyyy
		mm/dd/yyyy

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SECTION 1

INTRODUCTION

It is the policy of the City of Laurel to provide and maintain safe and healthful working conditions, routine safety training and education, and to follow practices that will safeguard all employees and result in safe working conditions and efficient operation.

When a person enters the employ of the City, they have a right to expect that they will be provided with a proper place in which to work, and proper equipment with which to do their job, so that they will be able to devote their energies to doing their work without danger to their life and health. Only under such circumstances can the association between employee and employer be mutually profitable and harmonious. It is the City's desire to provide a safe place to work and safe equipment to use as well as to establish and insist upon safe methods and practices at all times.

Safe practices, on the part of City employees, must be part of all operations. This responsibility is required of each official and employee who conducts the affairs of the City, no matter in what capacity they may serve. The idea of job production and safety must be inseparable.

Employee cooperation regarding safety matters will be considered a condition of employment. The supervisor is responsible for the safety and well being of their staff in the workplace. This responsibility can be met only by working continuously to promote safe working practices among all employees and to maintain property and equipment in safe operating condition.

SECTION 2

MANAGEMENT COMMITMENT

The purpose of the Safety Policies and Procedures is to provide a management system for the prevention of occupational injuries and illnesses and compliance with regulations concerning occupational safety and health. Safety Policies and Procedures assign safety responsibilities, promulgate Citywide procedures, and set minimum safety program requirements for issues involving City departments. Additional department and/or division specific policies and procedures will be issued to implement safety programs.

This Safety Plan provides general direction for the administration of occupational safety and health management for the City. It is intended to meet the letter and spirit of the Montana Safety Culture Act and achieve full compliance with federal Occupational Safety and Health Administration (OSHA) regulations, as adopted by the State of Montana, governing workplace accident prevention programs.

Separate Safety Policies and Procedures will be issued as needed to address specific safety and health issues or to meet the regulatory requirements for written compliance programs.

The City is committed to providing dependable, economical services to the public. The City recognizes its employees as the most important resource in meeting that commitment and is dedicated to providing a safe and healthful work environment.

The City recognizes that some accidents are caused by unsafe conditions or unsafe behavior and strives to eliminate unsafe acts and conditions systematically. In meeting that goal, it is the policy of the City to:

- Provide a safe workplace including facilities, equipment, tools and vehicles that meet safety and health standards and practices.
- Define and implement safe work practices to address hazards unique to specific job assignments.
- Train employees in the safe performance of assigned jobs.
- Monitor workplace conditions and employee behavior to ensure compliance with the City of Laurel Safety Plan, as well as individual department and division safety and health requirements.
- Involve all employees in a systematic effort to recognize, report and correct hazardous conditions and practices.
- Investigate and analyze accidents to identify and eliminate the unsafe conditions and behaviors that caused the accidents.

The management staff will not tolerate actions that jeopardize the safety and health of employees or the general public or actions that risk non-compliance with established safety and health regulations. Employees who violate City, departmental, and/or divisional rules are subject to the disciplinary policies. Fulfillment of safety-related responsibilities will be considered a factor in performance reviews and promotions.

SECTION 3

RESPONSIBILITIES

All City employees share in the responsibility to establish and maintain a safe working environment. The following responsibilities are guidelines to establish accountability for the Safety Program. These responsibilities are not in any way intended to limit innovation or initiative on the part of any employee who is working toward the goal of achieving a safe workplace.

3.1 Department Heads, Superintendents, Upper-level management

- a. Ensure the design, maintenance of facilities, tools, equipment, and vehicles meet or exceed established safety standards.
- b. Approve and ensure usage of policies, procedures and safe work practices for department occupations, tasks, and locations.
- c. Approve and ensure usage of safety-training requirements for department employees based on their occupations, work locations, and tasks. (See 3.2.b.)
- d. Review department Accident Investigation Reports, Incident Reports and department injury and illness trends. Resolve corrective action issues that are beyond the scope of the supervisor to accomplish.
- e. Review workplace inspections with Supervisors and direct appropriate corrective action to achieve a safe work environment.

3.2 Supervisors

- a. Establish policies, procedures and safe work practices for department/division occupations, tasks, and locations.
- b. Establish safety-training requirements for department/division employees based on their occupations, work locations, and tasks.
- c. Monitor workplace conditions and employee work behaviors through regular, scheduled inspections and frequent observation of the work environment.
- d. Enforce City and departmental tool, equipment, and vehicle standards and rules governing the workplace behavior of employees.
- e. Ensure employee participation in City and department required safety training. Recommend additions, deletions, and modifications of safety training requirements or training programs based on observed workplace conditions and employee work behavior.
- f. Investigate accidents involving employee injury or illness and/or damage to vehicles or other City property. Determine the facts and causes of the accident. Implement or recommend corrective actions for the purpose of preventing future, similar occurrences.
- g. Encourage employee involvement in safety hazard recognition and act on hazard elimination and hazard control suggestions from the safety committee and individuals.
- h. Identify unsafe work conditions and unsafe practices. Correct immediate hazards within ability or report them to immediate supervisor upper management and/or and report recurring conditions to upper management and/or safety committee.

3.3. All Employees

- a. Abide by the City and department/division work practices established for specific job assignments and occupations.
- b. Report occupational injuries, illnesses and near misses immediately to their supervisor. Follow supervisor instructions for obtaining first aid and/or medical attention. Participate in accident investigations as requested by the supervisor.
- c. Participate fully in safety training. Suggest improvements in safety training requirements or programs to the supervisor or the safety committee.
- d. Identify unsafe work conditions and unsafe practices. Correct hazards or report them to the supervisor or safety committee as appropriate.

- e. All employees are required to acknowledge that they have received and read and that the employee understands the policies contained therein. That manual includes, but is not limited to, several sections on the safety of City employees such as vehicle use, reporting accidents or injury, safety data sheets, workers compensation, early return to work, smoking, alcohol and drug use, housekeeping and cell phones. By this reference, those policies are considered a part of this Safety Policy.

3.4. Safety Officer

- a. Assist and advise all levels of management in establishing an effective safety program.
- b. Provide new employee general safety and health training/orientation.
- c. Coordinate with clerical staff that accident and incident records for workers' compensation purposes are maintained and filed appropriately.
- d. Plan and coordinate inspections, committee meetings, and assist management in all areas of safety and health.
- e. Act as permanent Chairperson and provide support for the Safety Committee.
- f. Report committee members' unexcused absences to supervisors and/or City Administrator as appropriate.

4.1. All Employees

It is the policy of the City to provide all safety training prescribed by regulatory requirements and to ensure that all employees understand the hazards to which they may be exposed and how to prevent harm to themselves and others. No employee is expected to undertake a job until he or she has received instructions on how to do it properly and has been authorized by their supervisor to perform that job. Employees are expected to participate and cooperate fully in training programs and to accept and follow established safety and health precautions.

Each worksite presents a unique training challenge. Therefore, each department/division is expected to specify and provide safety training that is tailored to each employee's occupation, task and job location. To the extent possible, safety training should be integrated into general job training, rather than treated as a separate issue.

All safety-related training must be documented; the records are to be maintained by the Safety Officer. Documentation shall include a list of employees in attendance, date, and the name of the trainer and an outline of the topics discussed or category of safety training delivered.

4.2. New Employee Safety Orientation

The purpose of new employee safety orientation is to provide the employee with information about:

- The general hazards and safety rules of the worksite,
- Specific hazards, safety rules and practices related to the employee's work assignments, and the employee's role in emergency situations

This training shall take place as soon as practical, preferably within 2 months of the employee beginning assigned duties.

4.3. Annual Safety Training

Annual safety training shall be conducted and be of sufficient duration and content to assure continued safe operations. See Section 9.1

4.4. Job-Specific Safety Training

Job-specific safety training includes personal on-the-job instruction, safety meetings or formal classroom instruction intended to enhance the safety of specific tasks or occupations. Some job-specific training is prescribed in City of Laurel/Departmental Policies and Procedures or in regulatory requirements. Departments and divisions will provide additional training as necessary to improve employee knowledge of safety rules, procedures, and safe practices. The intent of this policy is that safety training will enhance the employee's understanding of workplace hazards and the prevention of occupational injuries and illnesses, rather than to prescribe the specific format of the safety training.

5.1 Organization

The City encourages and expects employee participation in the Safety Program. The City Safety Committee shall consist of a person or persons from each of the following groups:

Fire/Ambulance	Police
Office Workers*	Library
Public Works	Planning
Waste Water Treatment Plant	Water Treatment Plant
Utility Maintenance	Streets
Solid Waste	Union Representatives

*This group will include all positions whose jobs are performed predominantly at a desk, such as Administrative Assistant, secretary or other office workers.

5.2 Duties

The Safety Committee is an advisory body organized to bring employees and management together in a cooperative effort to foster a safety culture and reduce on the job injuries and illnesses in the workplace. The Committee may make recommendations about the following education and communications matters:

- Assessing and communicating hazards
- Communicating with employees regarding safety committee activities
- Educating employees on safety-related topics
- Motivating employees to create a safety culture in the workplace

The Committee may also recommend specific actions concerning:

- Development of safety rules, policies, and procedures
- Control of hazards
- Periodic evaluation of the safety program
- Inspection of the workplace
- Development of safety training and awareness topics
- Keeping job-specific training current

The City Safety Committee is encouraged to be innovative in its approach to achieving those goals within the following guidelines:

1. A safety committee meeting must have a quorum present to take any action. Items may be discussed, and information exchanged though no action may be taken until a quorum is present. A quorum is eight members.
2. The safety committee must document its meetings in minutes to include:
 - a. Date, time and location of the meeting
 - b. A list of members present
 - c. The topics or issues discussed
 - d. The recommendations or suggestions made
3. Distribution of the minutes will include:
 - a. All safety committee members
 - b. All Department Heads
 - c. City Manager
 - d. Posted for each Department
4. The safety committee will be provided appropriate support staff, meeting space and resources (such as photocopies).
5. Department committees are not required. Supervisors will be required to provide staff with necessary safety training and ensure they attend any Citywide training offered.
6. Other than Public Safety departments, attendance rosters for all training will be forwarded to the appropriate clerical office for placement in personnel files and copies retained by Safety Officer for review by City Administrator, Mayor, and Council members.

7. Safety duties will be covered in job descriptions. Department heads or supervisors will be responsible for including such duties in job descriptions and covering with employees.

5.3 Meetings

1. Members must attend all meetings unless excused. The department head or supervisor will notify the Safety Officer via email when there is an excused absence and identify any designated substitution.
2. The committee will meet at least quarterly.
3. If a current member does not desire to remain on the committee, the Department Head shall appoint a replacement. That replacement shall come from the same employee pool as those whom that position represents.

SECTION 6**SAFETY RULES & REGULATIONS**

As a basis for employee responsibilities and participating in the City's Safety Policy Program, the general safety rules listed below will apply to all employees. Your cooperation in complying with these rules and all other safety responsibilities will be appreciated and expected.

6.1 General Safety Rules

1. Seek medical attention, if necessary, for any accidents resulting in an injury. All accidents must be reported to the supervisor within 24 hours.
2. Report unsafe conditions, procedures, and practices to your supervisor immediately.
3. The use or possession of alcohol, illegal drugs or other controlled substances on the job is prohibited.
4. Smoking is permitted in designated areas only.
5. Each employee is responsible for good housekeeping. Keep your work area in a clean, uncluttered state. Do not walk by a situation of poor housekeeping if it can be easily corrected or needs immediate attention such as spills on floors, ice on steps and so on.
6. Obey all warning tags and signs. They are there because hazards exist.
7. When purchasing any hazardous chemical, cleaning supplies or paint products request a Safety Data Sheet for the product and ensure that it is included in the SDS binder.
8. No employee should take chances on the job which could endanger their personal safety and health or the safety and health of co-workers or others.
9. Do not operate machinery or use tools you are not qualified to use.
10. Do not enter hazardous areas you are not authorized to enter.
11. Use all personal protective equipment and devices required and provided.
12. If an established job procedure must be deviated from, supervisory approval must be obtained and an alternative, temporary job procedure must be agreed upon. This alternative job procedure must not create any new or additional hazards or unnecessarily expose employees to hazards.
13. Become familiar with and conduct your work activities in accordance with these general safety rules and other specific safe operating procedures which are applicable.
14. Refrain from fighting, horseplay, or distracting fellow workers.
15. Follow proper lifting procedures at all times
16. Wearing of safety restraints when riding/driving a City Vehicle is mandatory if so equipped.
17. Know the location of fire/safety exits and evacuation procedures.
18. Participate in Safety Training.
19. When operating City vehicles or equipment, drivers must operate/drive safely and prudently.
20. When using cell phones in a City vehicle, pull over and stop on the side of the road or utilize a hands-free device.
21. Above all be ALERT and be RESPONSIBLE! Your safety and health depend on it.

6.2 Lock Out / Tag Out

OSHA Standard 29 CFR 1910.147 requires that hazardous energy must be controlled during service or maintenance of machines and equipment. Lockout and tag-out (LO/TO) procedures are necessary to protect workers from electric shock, accidental start-ups, or other release of energy.

Every department that has employees performing maintenance where there is exposure to hazardous energy must have:

- locks and/or tags and lockout devices that are not used for anything else
- procedures for performing such maintenance specific to their area
- training for all employees involved in maintenance activities

Basic Rules for Using Lockout/Tag-out

1. All equipment shall be locked out or tagged out to protect against accidental or inadvertent operation when such operation could cause injury to personnel.
2. Do not attempt to operate any switch, valve, or other energy isolating device when it is locked out or tagged out.

3. Lockout/tag-out devices shall be removed only by the employee who applied the device.
[EXCEPTION: In cases where the authorized employee who applied the lock or tag is not available, the lock or tag may be removed by the direct supervisor in charge of either the department involved or the maintenance crew that placed the LO/TO or under his/her direct authority. The employee whose lock was removed must be notified by the supervisor prior to returning to the work site].
4. The division supervisor will inform outside contractors of the elements of the City's lockout/tag-out program and ensure that work efforts are fully coordinated, and that compliance is achieved.
5. Where shift or personnel changes occur before the lockout/tag-out is terminated, a changeover period will be established by the supervisor. Departing employees will remove their locks and/or tags and arriving employees will apply their locks and/or tags. The supervisor will fully inform arriving employees on the scope and stage of the work.

All accidents involving lockout/tag-out must be reported immediately to the supervisor in charge.

6.3 Lifting Procedures

Proper manual lifting techniques will protect your back by keeping it in its strongest position during stress. These techniques are not natural movements and must be learned and practiced. Keep the basic principles in mind every time you lift, no matter how small the load.

1. Assess the load before you lift. Know your limitations. Get help for heavy or bulky objects.
2. Spread feet shoulder-width apart to give yourself a solid base of support.
3. Place your feet as close as possible to the base of the object you are lifting with one foot slightly in front of the other.
4. Bend with the knees and maintain the natural curve in the back during the entire lifting operation (weightlifter position).
5. Get a good grip on the object and primarily use the leg muscles, not the back, to lift the load.
6. Move your feet to change directions -- avoid twisting.
7. Don't overdo. Take frequent breaks for repetitive lifts. Your back is more susceptible to injury when tired.

6.4 Office Safety

Office work is more dangerous than is commonly supposed and serious injury accidents can occur during normal office routine. Good housekeeping and proper storage are important factors in office safety and fire prevention. Proper lifting techniques will prevent most back injuries. Offices are typically inspected for safety compliance less often than other areas. It is important that you correct or report unsafe conditions to your supervisor.

1. Every employee is responsible for keeping his or her work area clean and orderly. Even a pencil or paper clip can cause a slip or fall.
2. Open doors slowly. Be extra cautious when you come to a door that can be opened in your direction. Slow down when you come to a "blind" corner.
3. Do not read while walking.
4. Proceed with caution. Haste when walking between desks can result in bruises and falls.
5. Keep electrical cords and other tripping hazards out of aisle ways, and do not run cords through doorways.
6. Keep file, desk and table drawers closed when not in use. Close them before you leave them.
7. Never open more than one file drawer at a time. The entire cabinet may tip over.
8. Be careful when opening drawers to full extension in case there is no locking device.
9. Load file cabinets and bookcases with the heaviest items in the bottom to prevent tipping.
10. Maintain office tables, desks and chairs in good condition and free from sharp corners, projecting edges, wobbly legs, etc.
11. Use chairs sensibly. Do not tilt chair or slump back, which may cause the chair to slip or break.

12. Never use a chair, desk or other office furniture for a step stool or ladder.
13. Recognize the potential for puncture injuries with message spindles. Consider not using spindles, bending the point horizontally or covering the point.
14. Keep the blades of paper cutters closed when not in use.
15. Keep razor and “exacto” blades covered. Report even minor injuries and take precautions to avoid infection.
16. Be sure that cords and plugs on all electrical equipment are in good shape. If a machine causes a shock or starts smoking, unplug it immediately and report it to the supervisor. Do not overload outlets.
17. Do not attempt any electrical repairs.
18. Use handrails when ascending or descending stairs. Don’t carry a load that restricts vision.
19. Walk, do not run. When walking in hallways, keep to the right, especially at corners.
20. Be careful in front of doors that open outward and open doors slowly.
21. Avoid spilling or splashing liquids on the floor. If you spill it, clean it up. Provide barricades or other warnings as necessary.

6.5 Office Ergonomics

Ergonomic injuries include tendonitis, carpal tunnel syndrome, lower back pain and other disorders that involve pain and damage to muscles, tendons, and nerves in the back, neck, shoulders, elbows, wrists, and hands. These musculoskeletal problems are referred to as cumulative trauma disorders (CTD) or repetitive motion injuries and are generally caused by:

- making the same motion over and over
- staying in the same position too long
- working in a position that puts stress on muscles and joints
- working with tools and equipment that doesn’t fit your body
- using excessive physical force
- exposure to vibration over a long period of time

You can help prevent CTD’s by avoiding awkward body positions:

- adjust your workstation before you begin working
- maintain the natural curve in your back while sitting, standing and lifting
- keep your wrist straight as much as possible while typing or doing other repetitive tasks
- take breaks from repetitive motion tasks by switching periodically to other tasks
- use the right tools for the job, especially when they are used often or for long periods of time

If you spend a lot of time at a computer workstation:

- Position the keyboard so that the wrists are kept straight – use a wrist rest if necessary. Your elbows should be at about the same height as the keyboard.
- Sit with your back in a neutral posture, maintaining the natural curve, with feet on the floor and thighs parallel to the floor. [Adjust the chair height and use a footrest if necessary]
- Position the screen just below eye level and about 18-24” away to prevent neck and shoulder strain [the screen should be lower if you use bifocals]
- Change positions, stretch and take “mini-breaks” periodically

Pay attention to early signs of cumulative trauma disorders and make adjustments in your workstation or the way you do your work. Report the symptoms to your supervisor and work together to correct the causes of the injuries. Early indicators of CTD, which usually occur in the hands, arms, shoulders, neck, and back, include:

- stiffness or soreness
- aches and pains
- numbness or tingling
- swelling
- burning sensation
- reduced strength

6.6 Working in Extreme Weather Conditions

Montana's climate may be severe, and conditions may change rapidly. Hot weather and exposure to the sun present the potential for heat stress and sunburn. Cold conditions can lead to hypothermia or frostbite, either of which can be fatal in the worst cases. Employees are expected to monitor weather and be prepared to protect themselves against its effects.

In general, employees will provide clothing as protection from severe weather conditions, if it is the type of clothing that may be used both on and off the job. Examples include coats, hats or caps, boots, and gloves. Departments may provide some or all of such clothing. Check with your supervisor.

Hot Weather Guidelines

1. Dress for conditions -- lightweight, light-colored loose clothing is best. Wear a hat with a wide brim if you're out in the sun.
2. Use sunscreen.
3. Reflected sun is even more potent than direct exposure. Be particularly careful of sun exposure on cloudy days and near water, concrete or sand.
4. Eat a well-balanced diet, but try to stay away from hot or heavy foods. Do not take salt tablets or other salt supplements without a doctor's recommendation.
5. Drink plenty of fluids. Don't wait until you're thirsty. The best fluid replacement is water. Avoid alcohol and caffeine.

Cold Weather Guidelines

1. Dress for the conditions in layers of loose, dry clothing. Cotton or wool clothing with a waterproof layer over it is very effective.
2. Change clothing right away if you get wet.
3. Cover your head and face.
4. Wear shoes and gloves designed for cold weather.
5. Keep moving when you're in the cold.
6. Return to a warm vehicle or take regular breaks in warm areas frequently.

For hypothermia, get medical help quickly and keep the person covered with blankets. Don't use hot baths, electric blankets or hot water bottles. For frostbite, get medical help and warm the body part with blankets or warm (not hot!) water. Don't rub, use heat lamps or hot water bottle or go near a hot stove. Don't break any blisters that form.

6.7 Confined Space Entry

DO NOT ENTER HAZARDOUS AREAS YOU ARE NOT AUTHORIZED TO ENTER OR FAIL TO HAVE A PERMIT TO DO SO.

Very few work situations have as much potential for serious safety hazards as confined spaces. The atmosphere in a confined space may have insufficient oxygen to support life or may be toxic, flammable or explosive. The lack of ventilation in confined spaces causes welding, painting, use of hazardous materials, or other activities that change the atmosphere to be especially dangerous. The limited opening for entry and exit makes rescue difficult and dangerous.

Most of the severe injuries and fatalities in confined spaces occur because an employee either went into a confined space without first testing its atmosphere or did not continuously monitor the space. These are general guidelines for all employees. Each Department that encounters confined spaces in their assigned duties will develop, train, operate and monitor a specific confined space program for their area.

Some City employees may, during the course of their jobs, encounter confined spaces that have not been specifically evaluated. Examples include firefighters and police officers during emergency response and inspectors, meter readers or others during the normal course of their duties. More than half of the fatalities in confined spaces are would-be rescuers. All employees who enter confined spaces must receive sufficient training to evaluate any confined space and make responsible decisions. Prior to entry, assume that every confined space has an unknown hazardous atmosphere.

A **confined space** is a space that has all of the following characteristics:

- (1) is large enough for an employee to bodily enter and configured so that the employee can perform assigned work, and
- (2) has limited or restricted means for entry or exit, and
- (3) Is not designed for continuous employee occupancy.

Examples of confined spaces include: tanks, vessels, manholes, storm drains, headwalls, silos, storage bins, hoppers, meter vaults, digesters, lift and transfer stations, shafts and pits. Unfavorable natural ventilation is common in confined spaces.

The City of Laurel realizes that confined spaces present unique safety considerations and institute that;

- no one enters a hazardous confined space
- No city personnel shall enter into a manhole. If entry is necessary, a qualified contractor will be employed to do such work
- work performed at any lift station will be with no less than 2 employees
- trenching performed at the cemetery will be with no less than 2 employees and shoring may be necessary
- any entry into concealed spaces on vehicles such as garbage trucks or tank trucks will be with no less than 2 employees
- at all confined space entry one employee will serve as the standby/rescue watch person
- no person shall remain in a confined space without a standby/rescue watch person in attendance
- access to confined spaces including crawl spaces under homes or manufactured homes will be performed by no less than 2 employees
- all personal protective equipment will be worn during any confined space operation
- air monitoring devices will be calibrated by a certified entity once per month
- ladders shall be used in all trenches for access and egress
- lockout/Tag-out procedures will be instituted before entering a confined space
- In case of an emergency, 911 will be called before any rescue attempt is made

6.8 Personal Protective Clothing and Equipment

Personal protective clothing and equipment (PPE) plays an important role in protecting workers from hazards on the job. PPE is required in particular locations and for certain tasks, based on safety regulations and good safety practice. Examples of PPE include, but are not limited to:

- safety shoes
- fall protection harnesses
- protective headgear
- safety glasses
- goggles
- face shields
- welding glasses
- protective clothing
- high-visibility clothing
- hearing protection
- air purifying respirators
- self-contained breathing apparatus (SCBA)
- welding clothing
- gloves
- rubber boots

The City provides Personal Protective Equipment if PPE is required for certain tasks or in certain locations. Check with your supervisor to learn what equipment is required and/or provided in your area. Departments will specify and issue all required safety equipment to employees except in some cases where the PPE must be fitted to the employee, such as safety shoes or prescription safety glasses. You must obtain department approval prior to the purchase of safety shoes or glasses, and demonstrate that all safety specifications are met, in order to be reimbursed for the cost.

All PPE must meet the appropriate American National Standards Institute (ANSI) specifications as directed by OSHA. Any employee who provides his or her own PPE must present the PPE to their supervisor for approval prior to use on the job.

Even where specific PPE is not required, certain types of clothing may not be appropriate for some jobs or work locations. For example, sandals, high-heeled shoes, and athletic-type shoes may not be suitable for some types of jobs. Some non-PPE clothing and equipment may be provided by the department, but generally, it is the employee's responsibility to be dressed properly for work.

Employee responsibilities:

1. Always use PPE when and where it is required.
2. Inspect PPE prior to each use.
3. Never use defective or damaged PPE.
4. Keep PPE in a clean and sanitary condition.
5. Follow the correct methods of putting on, taking off and adjusting PPE.
6. Properly care for, maintain and dispose of PPE.

6.9 Hearing Conservation/Protection

High noise levels damage your hearing and may also cause stress and fatigue. Hearing protection such as safety earmuffs and earplugs are designed to reduce your exposure to harmful noise, while they enable you to hear conversations and machine warnings. Never substitute audio headphones for hearing protection devices.

Always wear hearing protection in areas posted "HEARING PROTECTION REQUIRED" and follow department rules for the use of hearing protection for designated operations or near particular equipment. In addition, follow the three-foot rule – use hearing protection in situations where you must raise your voice to be heard by another person at a distance of three feet.

Insert foam earplugs properly – roll the plug between your thumb and forefinger until it is completely compressed. With the opposite hand pull the outer ear up and out and insert the plug into the ear, leaving a small portion of the plug exposed.

If you are using earmuffs, be sure you have a good seal between the muff and the skin around your ear. Be sure that your hair, jewelry, and glasses do not interfere with the seal. Earmuffs and earplugs may be worn together for added protection.

6.10 Respiratory Protection

Respiratory protection is required for some employees as protection from exposure to high dust or particulate levels, exposure to toxic materials or oxygen deficiency. If you are required to wear a respirator, you will be given a medical examination, fit tested with the respirator and trained on the proper use and care of the respirator. In addition, you will be required to be clean-shaven where the respirator facepiece contacts the skin.

In some situations, such as dusty outdoor conditions, dust masks will be available as a convenience. There is no obligation that the masks be worn, and the requirements in the above paragraph do not apply.

6.11 Bloodborne Pathogens

Hepatitis B Virus (HBV) and Human Immunodeficiency Virus (HIV), which causes AIDS, are the two most prominent bloodborne pathogens. Although these diseases are most commonly transmitted by sexual contact or sharing infected hypodermic needles, occupational exposure usually occurs by:

- Accidental puncture with an infected needle
- Getting infected blood or other potentially infectious materials on your skin, especially if your skin has open sores, nicks or cuts
- Getting infected blood or other potentially infectious materials in the mucous membranes of your eyes, nose or mouth

In addition to blood, potentially infectious materials include semen, vaginal secretions and certain other body fluids (cerebrospinal, etc.).

Many City employees, including law enforcement personnel, firefighters, solid waste workers, wastewater treatment and individuals who perform janitorial functions, have the potential for bloodborne pathogen exposure. These

employees shall be given initial training and offered HBV vaccinations at City expense (See HEPATITIS B VACCINE DECLINATION Form on Page 20). Emergency services employees (Fire and Police) have the greatest potential exposure and have extensive departmental procedures to cover potential exposure situations.

The following precautions are useful in avoiding exposure to bloodborne pathogens:

1. Do not eat, drink or use tobacco products around blood or other potentially infectious materials.
2. Do not perform janitorial, emergency rescue or other jobs where there is a risk of exposure to bloodborne pathogens unless you have been trained to do so.
3. Follow department requirements concerning exposure to BBP, including the use of personal protective equipment such as nitrile or other impervious gloves,
4. Minimize the risk of puncture by a discarded hypodermic needle:
 - don't reach into trash containers or attempt to compact trash by pressing with hands or feet
 - watch for needles in parks, restrooms, storm sewers, sanitary water system, police vehicles and other places where they may be discarded
 - don't pick up a needle with your bare hands – wear gloves or use tongs
5. Avoid direct contact with blood or other potentially infectious materials:
 - use tongs or wear gloves to pick up condoms, sanitary napkins, and other items which may be contaminated with body fluids
 - use an approved disinfectant to destroy BBP virus before cleaning a potentially infected area
6. Clean up your own blood if possible after a minor injury; dispose of small quantities of cleanup materials in a toilet.
7. Cover all wounds with waterproof bandages; replace the bandage as necessary.
8. Minimize contact with injured persons if you are not trained in emergency medical response.
9. Wash with soap and water immediately:
 - after removing gloves and other personal protective equipment
 - after exposure to potentially infectious materials
 - after cleaning or decontamination of BBP
 - after using the bathroom
 - before eating
10. Report all exposure incidents to your supervisor and report to St. Vincent's Occupational Health for evaluation and treatment.
11. Follow department procedures for dealing with potentially infectious materials.

6.12 Forklift Operations

Forklift operations require that the operator receive training from a qualified forklift mentor on the operation and hazards associated with that machine. Examples of forklift safety practices include, but are not limited to:

- Only qualified and trained operators are to operate the forklift, no riders.
- do a daily pre-operation checklist and submit such documentation to the supervisor
- report all defects or accidents properly to a supervisor
- wear seat belts and appropriate personal protective equipment while operating the forklift
- make sure the pathway is wide enough to traverse and free of obstructions
- look all around before moving and in the direction of travel while moving
- Apply the parking brake before leaving the forklift. A forklift is considered unattended if the operator is more than 25 feet from the forklift or not in direct visual contact with the forklift
- Sound the horn when approaching blind corners, exits, entrances or intersections.

6.13 Fall Protection

Fall protection is important in reducing the injuries and dangers associated with working from surfaces that are elevated or sloped. Generally, the hazards associated with falls and the prevention techniques include but are not limited to:

- Employees on an unguarded walking/working surface that is six (6) feet or more above a lower level shall be protected from falling by the use of a fall protection system.

- Fall protection shall be used when hazards such as moving equipment and electrical hazard are less than six (6) feet below the walking/working level.
- Handrail/guardrail systems shall be 42-45 inches above the walking/working surface with mid-rails at 21 inches above the walking/working surface.
- Safety belts shall not be used as fall protection.
- Anchor points must be capable of supporting 5,000 pounds for each worker.
- Fall protection systems shall be rigged so that the maximum free fall is no greater than two (2) feet nor contact any lower level or hazard.
- Tie off shall be at above the Dee-ring on the back of the worker's full body harness to avoid striking lower levels.
- All personal fall protection/arrest systems shall be inspected prior to each use and if defective taken out of service immediately.

SECTION 7

DISCIPLINARY POLICY

The disciplinary policy will be enforced as outlined in the City Personnel Policy Manual and Collective Bargaining Agreements.

SECTION 8

ACCIDENT/INCIDENT REPORTING

WORKERS' COMPENSATION:

Employee occupational injuries and illnesses are covered by Workers' Compensation Insurance provided by the Montana Municipal Insurance Authority. Workers' Compensation covers medical and rehabilitation expenses, partial income replacement if the employee is out of work more than 4 days or 32 working hours, and benefits to the surviving family in case of death. It is a no-fault system, providing exclusive remedy for on-the-job injuries or illnesses regardless of blame, except in certain situations, such as employees:

- Willfully hurting themselves;
- Acting in a premeditated way to cause injury;
- Starting a fight with a co-worker
- Intentionally violating safety rules; and
- Becoming intoxicated or impaired by drug use.

If you are injured on the job or have a work-related illness, report it to your supervisor immediately within 24 hours by e-mail, text or verbally and get proper medical treatment. You may be denied benefits if you wait too long to report an injury, because it may be difficult to establish the cause of the injury. Cooperate with the City, medical professional, and insurance claims personnel in order to ensure that you receive your full Workers' Compensation benefits.

Recovery from an occupational injury or illness is sometimes slow, but light duty or alternative duty is sometimes possible during your transition back to normal employment. These transitional employment situations, and sometimes rehabilitation programs recommended by medical professionals, can speed up your recovery and provide you with better compensation than Workers Compensation alone.

Workers' Compensation income replacement does not begin until the occupational illness or injury has caused the employee to miss work for 4 days (or 32 working hours), and provides only a portion of your normal wage. Employees may elect to use vacation or sick leave credits in lieu of Workers' Compensation Payment.

REPORTING REQUIREMENTS

Report on-the-job injuries to your supervisor/employer within 24 hours by e-mail, text or verbally. You must complete a Workers' Compensation Incident Report. We recommend that you report minor injuries to your employer whether or not you receive medical treatment.

You must submit a written and signed Workers' Comp Incident Report within 72 hours from the date of the accident. You can get this report from your supervisor. You will fill out the form and submit it to your supervisor who will then forward the report to the Safety Officer so that it may be completed and filed with the insurance company.

The City's Workers' Compensation carrier and claims processor is:

Montana Municipal Insurance Authority (MMIA)

PO Box 6669

Helena, MT 59604

406-443-0907

This is where physicians need to address their claims questions. Claim numbers will not be available for several days following an injury. When the claim is received, by the insurance carrier, a number will be assigned to the claim. **A claim number is not required for a physician to file paperwork with MMIA. All they need to include is the patient's name and date of injury.**

Other Accident/Incident

Report all other vehicle accidents, City property damage and incidents of citizen injury and/or property damage to your supervisor. You will need to fill out the Liability or Property Incident Report. You may attach pictures, statements, sketches and other support data as appropriate. Report only factual information – do not speculate.

City employees and officials have a duty to protect the City from unjust accusations and lawsuits. Do not admit liability in any way. This is a matter for the police, the City Attorney, our insurance carrier and others to determine. Do be careful what you say. If you say something like "We'll take care of it," you may mean that you'll turn in a report, but the statement may be misconstrued to mean that the City is admitting fault. Do not admit guilt or speculate about the cause of the accident; refer questions from citizens to the supervisor. Refer any questions about the City's responsibilities or liabilities to your supervisor and/or the City Attorney.

SECTION 9 TRAINING REQUIREMENTS FOR SAFETY & HEALTH

9.1 Required Training

The following training will be required for all employees:

1. Fire Prevention and Use of Fire Extinguishers
2. Emergency Action Plan (Evacuation)
3. Workplace Hazard Identification and Reporting
4. Accident and Incident Reporting

9.2 Available Training Programs

The Safety Officer, Department heads and /or supervisors will be responsible for providing additional opportunities for safety training for all employees. Any Department requiring specific or general safety training should initially contact the Safety Coordinator as a resource for obtaining such training.

Additional safety training may be necessary when a new safety program is established, employee job assignments change, new substances, processes, procedures or equipment are introduced, or when a new hazard is identified.

SECTION 10 EMERGENCY EVACUATION & RESPONSE PLANS

Each Department within the City shall have posted in their work area a current Emergency Evacuation and Response Plan, a copy of which shall be maintained in the Safety Officer's office.

This plan shall include maps and/or drawings indicating the safe egress from workplaces and buildings and a procedure to be followed by employees in the event of specific emergency situations, such as fire or earthquake. As part of each plan, there should be a designated safe gathering area for employees following such an evacuation, which will allow for a proper accounting of employees.

Any revisions in the current plan must be submitted to the Safety Committee for review.

SECTION 11 SAFETY & HEALTH COMMUNICATION

Communication is the heart of an effective and successful Safety and Health Program. The Safety Officer shall be considered the initial resource to aid Departments in offering continuing, regular, and current safety training. This training may be accomplished through periodic safety meetings or various other formats.

The Safety Officer shall assist the Safety Committee in providing a system for employees to develop an awareness and appreciation of safety through tools such as newsletters, periodic safety meetings, posters, and programs. Additionally, the Safety Officer shall periodically review the effectiveness of these different formats and make recommendations to the Safety Committee for improvements.

HEPATITIS B VACCINE DECLINATION (MANDATORY)

I understand that due to my occupational exposure to blood or other potentially infectious materials I may be at risk of acquiring hepatitis B virus (HBV) infection. I have been given the opportunity to be vaccinated with hepatitis B vaccine at no charge to myself. However, I decline hepatitis B vaccination at this time. I understand that by declining this vaccine, I continue to be at risk of acquiring hepatitis B, a serious disease. If in the future I continue to have occupational exposure to blood or other potentially infectious materials and I want to be vaccinated with hepatitis B vaccine, I can receive the vaccination series at no charge to me.

Name _____ Department _____

Signature _____ Date _____

Date: _____

Position: _____

Department: _____

- ☐ Overview of Safety Policy
- ☐ Job Description – Safety Duties
- ☐ Evaluation – Attendance of Safety Meeting and Training
 - ☐ Accident Reporting Procedures
 - ☐ On-the job-accidents - First Report of Injury
- Incident Report
 - ☐ Unsafe conditions or actions
 - ☐ Near miss accidents
 - ☐ Acknowledgment Receipt of Safety Policy in writing

- ☐ Introduction to supervisor
- ☐ Chain of command
- ☐ Tour facilities and equipment
 - ☐ Location of first aid kits and equipment
 - ☐ Emergency response to:
 - Natural disasters (flood/earthquake/etc.)
 - Fire response (types/techniques/exits/extinguisher/hoses)
 - Bomb threats
 - Active Shooter
 - ☐ Location of Safety Equipment

- ☐ Personal Work Habits
- ☐ Acceptable Clothing & Footwear
- ☐ Housekeeping
- ☐ No Smoking Area
- ☐ General Operation and Maintenance of Equipment
- ☐ Potential on-the-job hazards
- ☐ Inform the employee of notices of posting (i.e., wage and hour, unemployment ins., workers' compensation, FMLA, and EEOC).
- ☐ Procedures for reporting, investigating, and taking corrective action on all work-related incidents, accidents, injuries, illnesses, and known unsafe work conditions or practices as well as Liability for the City
- ☐ Job or Task-Specific Safety Training
- ☐ Review of SOP's for the Department
- ☐ Citizen Complaints
- ☐ Dealing with the Media
- ☐ Refresher Training

Signature of Supervisor: _____ Date: _____

Incident Report and First Report of Injury and Occupational Disease Forms

Incident Reports and Worker's Compensation forms are available at City Hall from the Safety Officer, City Treasurer or Clerk's office, once the form is completed return to the Safety Officer for submittal.

REPORT OF WORKPLACE HAZARD

Today's Date: _____

Name: _____

Description of Hazard: _____

Location of Hazard: _____

Has hazard been reported to supervisor? ☐ Yes ☐ No

If yes, who it was reported to and date reported: _____

**PLEASE RETURN FORM TO THE SAFETY OFFICER OR IMMEDIATE
SUPERVISOR**

SAFETY COMMITTEE USE

What has been done to correct the hazard? _____

Who took action to correct the hazard? _____

WORKERS' COMPENSATION INCIDENT

WORKER INFORMATION

***Claimant First Name:** _____

Claimant Middle Name: _____

***Claimant Last Name:** _____

***Mailing Address:** _____

Mailing Address 2: _____

***City:** _____ ***State:** _____ ***Postal Code:** _____

***Primary Phone:** _____ ☐ Home ☐ Mobile ☐ Office ☐ Other: _____

Phone 2: _____ ☐ Home ☐ Mobile ☐ Office ☐ Other: _____

E-Mail: _____

Education: ☐ Less than High School ☐ GED or High School Diploma ☐ Beyond High School

***Gender:** ☐ Male ☐ Female ☐ Unknown

***Marital Status:** ☐ Married ☐ Separated ☐ Single, Divorced ☐ Unknown ☐ Unmarried ☐ Widowed

Number of Dependents: _____

***Department:** _____ Supervisor: _____

***Occupation:** _____

WAGES

***Hire Date:** _____ Work Week: ☐ Sun ☐ Mon ☐ Tue ☐ Wed ☐ Thu ☐ Fri ☐ Sat

Days Worked Per Week: _____ Hours Worked Per Week: _____

***Worked Next Scheduled Shift?** ☐ No ☐ Unknown ☐ Yes ***Off Work More Than 4 Days?** ☐ No ☐ Unknown ☐ Yes

Date Last Worked: _____ Date Returned to Work: _____

Employment Status: ☐ Full Time ☐ Other ☐ Part Time ☐ Piece Worker ☐ Retired ☐ Seasonal ☐ Volunteer

***Wage Rate:** _____ Wage Rate Type: ☐ Hourly ☐ Daily ☐ Weekly ☐ Bi-Weekly ☐ Monthly
☐ Semi-Monthly ☐ Annually

Extra Benefit Type: ☐ Bonus ☐ Commissions ☐ Other ☐ Overtime ☐ Room and Board Amount: _____

Full Pay on Day of Injury? ☐ Check if yes Salary Continued? ☐ Check if Yes ***Payroll Classification Code:** _____

Gross Earnings Pay Period 1: _____ Gross Earnings Pay Period 2: _____

Gross Earnings Pay Period 3: _____ Gross Earnings Pay Period 4: _____

ACCIDENT DETAILS

***Description of Accident:** _____

***Injury/Illness:** ☐ Illness ☐ Injury ***Cause of Injury:** _____

***Part of Body:** _____ ***Nature of Injury:** _____

***Date of Injury:** _____ **Time of Injury:** _____

Date of Death: _____

(1) Witness Full Name: _____ Phone: _____

(2) Witness Full Name: _____ Phone: _____

(3) Witness Full Name: _____ Phone: _____

Accident on Employer's Premises? ☐ Yes ☐ No

***Date Reported to Member:** _____ **Date Reported to MMIA:** _____

Accident Reported to: _____

Safety Equipment Provided? ☐ Yes ☐ No Safety Equipment Used? ☐ Yes ☐ No

TREATMENT INFORMATION

Date of First Treatment: _____

***Initial Treatment:** ☐ No Medical treatment ☐ Minor treatment on-site ☐ Minor Clinic/ Hospital
☐ Emergency Evaluation ☐ Hospitalization greater than 24 hours
☐ Future Major Medical/Lost Time Anticipated

Attending Physician: _____

Hospital Name: _____

Address: _____

Address: _____

City: _____

City: _____

State: _____ Postal Code: _____

State: _____ Postal Code: _____

Phone Number: _____

Phone Number: _____

MEMBER/EMPLOYER INFORMATION

Member: City of Laurel
Mailing Address: PO Box 10
City: Laurel
State: Montana
Postal Code: 59044

*Prepared By: _____

*Prepared By Email: _____

Preparer Title: _____

Date Prepared: _____

Preparer Phone: _____

*Is the Preparer the Primary Contact For Claim? ☐ Yes ☐ No

*Was Worker Injured While in Your Employ? ☐ Yes ☐ No

*Is there a reason to question this accident? ☐ Yes ☐ No

Liability or Property Incident

CLAIMANT (COMPANY)

Company Contact

Middle Initial or Name: _____

CLAIMANT INFORMATION

WHAT CLAIM(S) ARE BEING REPORTED?

(Please select all that apply)

- ☐ **Damaged/Injured Person (Not Workers Compensation)** ☐ **Member's Property** ☐ **Member's Vehicle(s)**
☐ **Other Party's Property** ☐ **Other Party's Vehicle(s)**

ESTIMATED DAMAGE AMOUNTS

Estimated Property Damage Amount: _____

ADDITIONAL EVENT COMMENTS

Please enter any additional comments or information regarding the injury or damaged property (i.e. Driver contact info, address info, etc.)

WITNESS INFORMATION

Name: _____

Address: _____

City: _____ State: _____ Postal Code: _____

Primary Phone: _____ Secondary Phone: _____

Remarks: _____

MEMBER INFORMATION

Member: City of Laurel
FEIN: 81-6001283
Contact Phone: (406) 628-8791
Contact Person: Bethany Langve
Mailing Address: PO Box 10
City: Laurel
State: Montana
Postal Code: 59044

*Prepared By Email: _____

*Prepared By: _____

Preparer Title: _____

Date Prepared: _____

Preparer Phone: _____

Preparer Department: _____

Primary Departmental Contact Information

*Department Involved: _____

*Primary Contact for Claim: _____

*Primary Contact Title: _____

*Email: _____

*Primary Phone: _____

Liability or Property Incident

CLAIMANT (INDIVIDUAL)

WHAT CLAIM(S) ARE BEING REPORTED?	

*First Name: _____

Middle Initial or Name: _____

*Last Name: _____

CLAIMANT INFORMATION	
----------------------	--

Claimant: _____

*Mailing Address: _____

***City:** _____ ***State:** _____ ***Postal Code:** _____

*Primary Phone: _____ ☐ Home ☐ Mobile ☐ Office ☐ Other: _____

Secondary Phone: _____ ☐ Home ☐ Mobile ☐ Office ☐ Other: _____

E-Mail: _____

EVENT DETAILS	
---------------	--

*Event Date: _____ Event Time: _____

*Location: _____

*City: _____ *State: _____ *Postal Code: _____

***Date Reported to Member:** _____ **Time Reported to Member:** _____

Reported By: _____

***Event Details:** _____

(Please select all that apply)

- ☐ Damaged/Injured Person (Not Workers Compensation) ☐ Member's Property ☐ Member's Vehicle(s)
☐ Other Party's Property ☐ Other Party's Vehicle(s)

ESTIMATED DAMAGE AMOUNTS

Estimated Property Damage Amount: _____

ADDITIONAL EVENT COMMENTS

Please enter any additional comments or information regarding the injury or damaged property (i.e. Driver contact info, address info, etc.)

WITNESS INFORMATION

Name: _____

Address: _____

City: _____ State: _____ Postal Code: _____

Primary Phone: _____ Secondary Phone: _____

Remarks: _____

MEMBER INFORMATION

Member: City of Laurel
FEIN: 81-6001283

Contact Phone: (406) 628-8791
Contact Person: Bethany Langve
Mailing Address: PO Box 10
City: Laurel
State: Montana
Postal Code: 59044

*Prepared By Email: _____

*Prepared By: _____

Preparer Title: _____

Date Prepared: _____

Preparer Phone: _____

Preparer Department: _____

Primary Departmental Contact Information

*Department Involved: _____

*Primary Contact for Claim: _____

*Primary Contact Title: _____

*Email: _____

*Primary Phone: _____

Item Attachment Documents:

17. Resolution No. R19-25: A Resolution Approving The Agreement Between The City Of Laurel And The Laurel Airport Authority, Said Agreement Relating To Fire Protection

RESOLUTION NO. R19-25

**A RESOLUTION APPROVING THE AGREEMENT BETWEEN THE
CITY OF LAUREL AND THE LAUREL AIRPORT AUTHORITY,
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 the Laurel Airport Authority, relating to fire protection for the fiscal year 2019-2020, a copy attached hereto, 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 meeting of the City Council on June 18, 2019, by Council Member _____.

PASSED and ADOPTED by the City Council of the City of Laurel, Montana, this 18th day of June 2019.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk-Treasurer

APPROVED AS TO FORM:

Sam Painter, Civil City Attorney



LAUREL FIRE/EMS

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

April 17, 2019

Laurel Airport Authority
PO Box 242
Laurel, Mt. 59044

Dear Laurel Airport Authority Chairperson,

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

We would like to continue to offer contract with a 2% increase from last year contract. The increase is due to the rising inflation cost of expenses associated to the fire service. Such increases are for 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:

Contract Year	Last Contract		% +/-	Increase/ Decrease				Annual Payment
2019- 2020	\$4799.10	x	.02	\$95.98	+	\$4705.00	=	\$4895.08

If your Board of Directors accepts this contract amount, the City of Laurel and the Laurel Fire Department are requesting that the new contracts will be finalized and ready to be presented to the City of Laurel Council by first the Council Workshop in June. If you feel that the new rate is unjust and would like to meet with myself or the City of Laurel Mayor or CAO please contact me and arrange a date and time at your convenience to meet.

Enclosed you will find the contract for the next year of service. Please sign and return to the following by May 15, 2019.

Brittney Moorman
Council Secretary
PO Box 10
Laurel, Mt. 59044

Thank you for your support. If there is anything we can do to help support the Fire District of the Laurel Airport Authority 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
bpeters@laurel.mt.gov
406-628-4911

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July, 2019, by and between the CITY OF LAUREL, a municipal corporation, Yellowstone County, Montana, hereinafter referred to as "City", and LAUREL AIRPORT AUTHORITY, hereinafter referred to as "Airport Authority".

WHEREAS, the said Airport Authority has requested the City to provide fire protection to the said district and the said City is agreeable to provide said fire protection.

NOW, THEREFORE, for the mutual benefit and advantage of each, it is herewith agreed as follows:

I.

That the City, in consideration of the covenants and agreements of the Airport Authority hereafter agrees as follows:

1. To dispatch the City fire equipment and personnel to fight fires, explosions, or any other emergency call to endangered property within the said Airport Authority district upon notification of the City.
2. It is expressly 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.
3. It is further mutually covenanted, agreed and understood that in the event fire or explosion or emergency calls shall occur simultaneously in the Airport Authority district and within the City's municipal boundaries that the City shall have the preference to use its equipment and manpower in protecting the City property first, and that protection of City inhabitants and property shall have preference and priority over any call, demand of the Airport Authority.
4. The Chief of the City of Laurel Fire Department shall make the investigation of all fires within the organized fire district or explosions and attempting to determine the cause, origin, and circumstances of same.

II.

The Airport Authority district in consideration of the covenants and agreements of the City, as herein stated, agrees as follows:

1. To pay to the City the total sum of four thousand eight hundred ninety five dollars and eight cents (\$4,895.08). One-half of the said fees shall be paid on or before December 31, 2019 and the remaining one-half shall be paid on or before June 30, 2020.
2. In the event that the Airport Authority district is enlarged or additional buildings built therein that the City may adjust the compensation upwards as required for the additional protection;

3. The Airport Authority agrees to cooperate with the City and the City Fire Department 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 the Fire Department personnel and/or the City Fire Inspector.

III.

It is mutually covenanted, agreed, and understood that the term of this agreement shall be for one (1) year, commencing on July 1, 2019 and expiring on June 30, 2020 subject to the extension provision below.

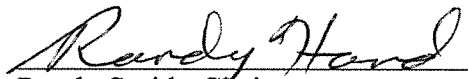
IV.

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 the Airport Authority's Chairman.

CITY OF LAUREL

Thomas C. Nelson, Mayor

AIRPORT AUTHORITY



Randy Smith, Chairman

ATTEST:

Bethany Langve, Clerk/Treasurer

Item Attachment Documents:

18. Resolution No. R19-26: A Resolution Approving An Agreement Between The City Of Laurel And Yellowstone Boys And Girls Ranch, Relating To Fire Protection.

RESOLUTION NO. R19-26

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY
OF LAUREL AND YELLOWSTONE BOYS AND GIRLS RANCH,
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 18, 2019, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel, Montana, this 18th day of June 2019.

APPROVED by the Mayor this 18th day of June 2019.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, City Clerk/Treasurer

Approved as to form:

Sam S. Painter, Civil City Attorney



LAUREL FIRE/EMS

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

April 17, 2019

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

We would like to continue to offer a contract with a 2% increase from last year. The increase is due to the rising inflation cost of expenses associated to the fire service. Such increases are for fire apparatus, both new equipment and the maintenance and repair of existing apparatus, personal protective equipment, fuel costs and equipment purchases to maintain a highly effective service to our districts.

The proposed increase would be as follows:

Contract Year	Last Contract		% +/-	Increase/ Decrease			Annual Payment
2019- 2020	\$9887.81	x	.02	\$197.76	+	\$9693.93	= \$10,085.57

If your Board of Directors accepts this contract amount, the City of Laurel and the Laurel Fire Department are requesting that the new contracts will be finalized and ready to be presented to the City of Laurel Council by first the Council Workshop in June. If you feel that the new rate is unjust and would like to meet with myself or the City of Laurel Mayor or CAO please contact me and arrange a date and time at your convenience to meet.

Enclosed you will find the contract for the next year of service. Please sign and return to the following by May 15, 2019.

Brittney Moorman
Council Secretary
PO Box 10
Laurel, Mt. 59044

Thank you for your support. If there is anything we can do to help support the Fire District of 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
bpeters@laurel.mt.gov
406-628-4911

**AGREEMENT FOR
YELLOWSTONE BOYS AND GIRLS RANCH**

THIS AGREEMENT is made and entered into this 1st day of July, 2019, 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, 2019, and shall terminate on June 30, 2020.

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 ten thousand eighty five dollars and fifty seven cents (\$10,085.57). One-half of the said fees shall be paid on or before December 31, 2019. The remaining one-half shall be paid on or before June 30, 2020.

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

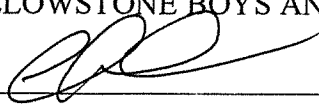
Each party must give at least thirty (30) days written notice to the other party of the cancellation of the said Agreement. Cancellation can only occur on the termination date.

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

CITY OF LAUREL

YELLOWSTONE BOYS AND GIRLS RANCH

Thomas C. Nelson, Mayor

By  CEO

ATTEST:

By Chief Executive Officer

Bethany Langve, Clerk/Treasurer

Item Attachment Documents:

19. Resolution No. R19-27: A Resolution To Authorize The Mayor To Sign Agreements With Laurel Public Schools, District 7 And 7-70, Continuing The School Resource Officer (SRO) Program For The Laurel High School.

RESOLUTION NO. R19-27

**A RESOLUTION TO AUTHORIZE THE MAYOR TO SIGN AGREEMENTS
WITH LAUREL PUBLIC SCHOOLS, DISTRICT 7 AND 7-70,
CONTINUING THE SCHOOL RESOURCE OFFICER (SRO) PROGRAM
FOR THE LAUREL HIGH SCHOOL.**

WHEREAS, the City of Laurel and the Laurel Public Schools desire to continue its School Resource Officer Program; and

WHEREAS, the attached agreements outline the general terms and conditions of the program for two additional terms 2018-2019 and 2019-2020.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana,

That the Mayor is authorized to sign the attached agreements with the Laurel Public Schools, District 7 and 7-70, to continue the School Resource Officer Program for the Laurel High School.

Introduced at a regular meeting of the City Council on June 18, 2019, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel this 18th day of June 2019.

APPROVED by the Mayor this 18th day of June 2019.

CITY OF LAUREL

Thomas C Nelson, Mayor

ATTEST:

Bethany Langve, Clerk/Treasurer

Approved as to form:

Sam S. Painter, Civil City Attorney

AGREEMENT
STATEMENT OF GENERAL TERMS & CONDITIONS

This Agreement is entered into this 1st day of July, 2018, by and between the City of Laurel, hereinafter referred to as the City and the Laurel Public Schools, District 7 & 7-70, hereinafter referred to as the District, as follows:

WITNESSETH

For and in consideration of the mutual promises, terms, covenants, and conditions set forth herein, the parties agree as follows:

1. **Purpose of Agreement:** The purpose of this Agreement is for the City to assign one law enforcement officer and necessary equipment to the District for the School Resource Officer program. The City law enforcement officer (hereinafter referred to as “SRO”) will be assigned to Laurel High School. The SRO will work with the school administrators to assist with the District’s tobacco, alcohol, other drug, and law-related education, maintain a peaceful campus environment and take appropriate action regarding on-campus or school related criminal activity.
2. **Term:** The term of this Agreement shall be from July 1, 2018 through June 30, 2019.
3. **Termination:** This Agreement may be terminated with or without cause by either party upon 30 days’ prior written notice.
4. **Relationship of Parties:**
 - a. The City shall have the status of an independent contractor for purposes of this Agreement. The SRO assigned to the District shall be considered the employee of the City and shall be subject to its control and supervision.
 - b. The Chief of Police and the Superintendent will evaluate the program throughout the year in order to ensure that the program is meeting expectations. Following the close of the school year, they will prepare a summary report on the year’s operations and provide any recommendations for changes. This report will be reviewed by both the City Council and the School Board.
 - c. The District may request a replacement SRO if the assigned SRO is not performing satisfactorily or in the District’s best interest. The Chief of Police shall reassign or appoint a replacement SRO when a replacement officer is available and subject to the requirements of the City’s Collective Bargaining Agreement with the Police Officers’ Union.
 - d. The SRO will be subject to current procedures in effect for the City law enforcement officers, including attendance at all mandated training and testing to maintain officer certification. At all times performing under this Agreement, the SRO is not acting as an employee or official of either the District or the School the SRO is located or working.
 - e. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or

organization of any kind between the parties, and the rights and obligations of the parties shall be only those expressly set forth in this Agreement.

5. **Costs:** The District shall pay the City the sum of \$26,728.48 to employ and equip the SRO as provided herein. The city clerk/treasurer and district clerk will develop a semi-annual payment schedule on behalf of each party.

Further, the City agrees to pay and provide:

- a. Overtime costs;
- b. Non-school related expenses related to or resulting from law enforcement related activities, such as criminal investigations and court appearances;
- c. Liability and Workers' Compensation Insurance; and
- d. Costs relating to vehicle and insurance.

6. **SRO General Responsibilities:**

- a. Work in concert with the school administrators.
- b. Assist the administrators in providing a program to address tobacco, alcohol, and other drug issues, violence prevention, and safety issues in the school community.
- c. Act as a communication liaison with law enforcement agencies regarding needed information concerning students on campuses served by the SRO.
- d. Take the steps the SRO deems appropriate and consistent with law enforcement's duty, when a crime occurs on or off campus.
- e. Work with students, families, and staff to build an understanding of the role of law enforcement in the community and to establish a productive level of interaction and rapport with those groups.
- f. Refer students and/or their families to the appropriate agencies for assistance when a need is determined.
- g. When applicable and appropriate, maintain contact with students to insure compliance to conditions imposed by the court, school, parents/guardians, and/or Department of Family Services. This would include reporting to these entities and be actively involved in formulating problem solving strategies in each case.
- h. Other such responsibilities as may be mutually agreed to by the City and District.

7. **Time and Place of Performance:** The City will endeavor to assure that the SRO will be available for duty at the assigned campus each day that school is in session during the regular school year. The District understands that there may be times when the SRO is needed off-campus due to emergency law enforcement activities or court appearances.

8. **District Responsibilities:** The District will provide the SRO an office and such equipment as is necessary at the assigned school(s) to include a telephone, filing space capable of being secured, and access to a computer.
9. **Indemnification:** The City shall indemnify the District for any loss or claim resulting from the SRO's misconduct or negligence. The District shall indemnify the City for any loss or claim resulting from the District's negligence.

Board Chair, Dist. #7&7-70

Date

Thomas C Nelson, Mayor

Date

AGREEMENT
STATEMENT OF GENERAL TERMS & CONDITIONS

This Agreement is entered into this 1st day of July, 2019, by and between the City of Laurel, hereinafter referred to as the City and the Laurel Public Schools, District 7 & 7-70, hereinafter referred to as the District, as follows:

WITNESSETH

For and in consideration of the mutual promises, terms, covenants, and conditions set forth herein, the parties agree as follows:

1. **Purpose of Agreement:** The purpose of this Agreement is for the City to assign one law enforcement officer and necessary equipment to the District for the School Resource Officer program. The City law enforcement officer (hereinafter referred to as “SRO”) will be assigned to Laurel High School. The SRO will work with the school administrators to assist with the District’s tobacco, alcohol, other drug, and law-related education, maintain a peaceful campus environment and take appropriate action regarding on-campus or school related criminal activity.
2. **Term:** The term of this Agreement shall be from July 1, 2019 through June 30, 2020.
3. **Termination:** This Agreement may be terminated with or without cause by either party upon 30 days’ prior written notice.
4. **Relationship of Parties:**
 - a. The City shall have the status of an independent contractor for purposes of this Agreement. The SRO assigned to the District shall be considered the employee of the City and shall be subject to its control and supervision.
 - b. The Chief of Police and the Superintendent will evaluate the program throughout the year in order to ensure that the program is meeting expectations. Following the close of the school year, they will prepare a summary report on the year’s operations and provide any recommendations for changes. This report will be reviewed by both the City Council and the School Board.
 - c. The District may request a replacement SRO if the assigned SRO is not performing satisfactorily or in the District’s best interest. The Chief of Police shall reassign or appoint a replacement SRO when a replacement officer is available and subject to the requirements of the City’s Collective Bargaining Agreement with the Police Officers’ Union.
 - d. The SRO will be subject to current procedures in effect for the City law enforcement officers, including attendance at all mandated training and testing to maintain officer certification. At all times performing under this Agreement, the SRO is not acting as an employee or official of either the District or the School the SRO is located or working.
 - e. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or

organization of any kind between the parties, and the rights and obligations of the parties shall be only those expressly set forth in this Agreement.

5. **Costs:** The District shall pay the City the sum of \$54,339.84 to employ and equip the SRO as provided herein. The city clerk/treasurer and district clerk will develop a semi-annual payment schedule on behalf of each party.

Further, the City agrees to pay all:

- a. Overtime costs;
- b. Non-school related expenses related to or resulting from law enforcement related activities, such as criminal investigations and court appearances;
- c. Liability and Workers' Compensation Insurance; and
- d. Costs relating to vehicle and insurance.

6. **SRO General Responsibilities:**

- a. Work in concert with the school administrators.
- b. Assist the administrators in providing a program to address tobacco, alcohol, and other drug issues, violence prevention, and safety issues in the school community.
- c. Act as a communication liaison with law enforcement agencies regarding needed information concerning students on campuses served by the SRO.
- d. Take the steps the SRO deems appropriate and consistent with law enforcement's duty, when a crime occurs on or off campus.
- e. Work with students, families, and staff to build an understanding of the role of law enforcement in the community and to establish a productive level of interaction and rapport with those groups.
- f. Refer students and/or their families to the appropriate agencies for assistance when a need is determined.
- g. When applicable and appropriate, maintain contact with students to insure compliance to conditions imposed by the court, school, parents/guardians, and/or Department of Family Services. This would include reporting to these entities and be actively involved in formulating problem solving strategies in each case.
- h. Other such responsibilities as may be mutually agreed to by the City and District.

7. **Time and Place of Performance:** The City will endeavor to assure that the SRO will be available for duty at the assigned campus each day that school is in session during the regular school year. The District understands that there may be times when the SRO is needed off-campus due to emergency law enforcement activities or court appearances.

8. **District Responsibilities:** The District will provide the SRO an office and such equipment as is necessary at the assigned school(s) to include a telephone, filing space capable of being secured, and access to a computer.
9. **Indemnification:** The City shall indemnify the District for any loss or claim resulting from the SRO's misconduct or negligence. The District shall indemnify the City for any loss or claim resulting from the District's negligence.

Board Chair, Dist. #7&7-70

Date

Thomas C Nelson, Mayor

Date

Item Attachment Documents:

20. Resolution No. R19-28: A Resolution To Authorize The Mayor To Sign Agreements With Laurel Public Schools, District 7 And 7-70, Continuing The School Resource Officer (SRO) Program For The Laurel Middle School.

RESOLUTION NO. R19-28

**A RESOLUTION TO AUTHORIZE THE MAYOR TO SIGN AGREEMENTS
WITH LAUREL PUBLIC SCHOOLS, DISTRICT 7 AND 7-70,
CONTINUING THE SCHOOL RESOURCE OFFICER (SRO) PROGRAM
FOR THE LAUREL MIDDLE SCHOOL.**

WHEREAS, the City of Laurel and the Laurel Public Schools desire to continue its School Resource Officer Program; and

WHEREAS, the attached agreements outline the general terms and conditions of the program for the terms 2018-2019 and 2019-2020.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana,

That the Mayor is authorized to sign the attached agreements with the Laurel Public Schools, District 7 and 7-70, to continue the School Resource Officer Program for the Laurel Middle School.

Introduced at a regular meeting of the City Council on June 18, 2019, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel this 18th day of June 2019.

APPROVED by the Mayor this 18th day of June 2019.

CITY OF LAUREL

Thomas C Nelson, Mayor

ATTEST:

Bethany Langve, Clerk/Treasurer

Approved as to form:

Sam S. Painter, Civil City Attorney

AGREEMENT STATEMENT OF GENERAL TERMS & CONDITIONS

This Agreement is entered into this 1st day of July, 2018, by and between the City of Laurel, hereinafter referred to as the City and the Laurel Public Schools, District 7 & 7-70, hereinafter referred to as the District, as follows:

WITNESSETH

For and in consideration of the mutual promises, terms, covenants, and conditions set forth herein, the parties agree as follows:

1. **Purpose of Agreement:** The purpose of this Agreement is for the City to assign one law enforcement officer and necessary equipment to the District for the School Resource Officer program. The City law enforcement officer (hereinafter referred to as “SRO”) will be assigned to Laurel Middle School. The SRO will work with the school administrators to assist with the District’s tobacco, alcohol, other drug, and law-related education, maintain a peaceful campus environment and take appropriate action regarding on-campus or school related criminal activity.
2. **Term:** The term of this Agreement shall be from July 1, 2018 through June 30, 2019.
3. **Termination:** This Agreement may be terminated with or without cause by either party upon 30 days’ prior written notice.
4. **Relationship of Parties:**
 - a. The City shall have the status of an independent contractor for purposes of this Agreement. The SRO assigned to the District shall be considered the employee of the City and shall be subject to its control and supervision.
 - b. The Chief of Police and the Superintendent will evaluate the program throughout the year in order to ensure that the program is meeting expectations. Following the close of the school year, they will prepare a summary report on the year’s operations and provide any recommendations for changes. This report will be reviewed by both the City Council and the School Board.
 - c. The District may request a replacement SRO if the assigned SRO is not performing satisfactorily or in the District’s best interest. The Chief of Police shall reassign or appoint a replacement SRO when a replacement officer is available and subject to the requirements of the City’s Collective Bargaining Agreement with the Police Officers’ Union.
 - d. The SRO will be subject to current procedures in effect for the City law enforcement officers, including attendance at all mandated training and testing to maintain officer certification. At all times performing under this Agreement, the SRO is not acting as an employee or official of either the District or the School the SRO is located or working.
 - e. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or

organization of any kind between the parties, and the rights and obligations of the parties shall be only those expressly set forth in this Agreement.

5. **Costs:** The District shall pay the City the sum of \$62,228.80 to employ and equip the SRO as provided herein. The city clerk/treasurer and district clerk will develop a semi-annual payment schedule on behalf of each party.

Further, the City agrees to pay all:

- a. Overtime costs;
- b. Non-school related expenses related to or resulting from law enforcement related activities, such as criminal investigations and court appearances; and
- c. Liability and Workers' Compensation Insurance; and
- d. Costs relating to vehicle and insurance.

6. **SRO General Responsibilities:**

- a. Work in concert with the school administrators.
- b. Assist the administrators in providing a program to address tobacco, alcohol, and other drug issues, violence prevention, and safety issues in the school community.
- c. Act as a communication liaison with law enforcement agencies regarding needed information concerning students on campuses served by the SRO.
- d. Take the steps the SRO deems appropriate and consistent with law enforcement's duty, when a crime occurs on or off campus.
- e. Work with students, families, and staff to build an understanding of the role of law enforcement in the community and to establish a productive level of interaction and rapport with those groups.
- f. Refer students and/or their families to the appropriate agencies for assistance when a need is determined.
- g. When applicable and appropriate, maintain contact with students to insure compliance to conditions imposed by the court, school, parents/guardians, and/or Department of Family Services. This would include reporting to these entities and be actively involved in formulating problem solving strategies in each case.
- h. Other such responsibilities as may be mutually agreed to by the City and District.

7. **Time and Place of Performance:** The City will endeavor to assure that the SRO will be available for duty at the assigned campus each day that school is in session during the regular school year. The District understands that there may be times when the SRO is needed off-campus due to emergency law enforcement activities or court appearances.

8. **District Responsibilities:** The District will provide the SRO an office and such equipment as is necessary at the assigned school(s) to include a telephone, filing space capable of being secured, and access to a computer.
9. **Indemnification:** The City shall indemnify the District for any loss or claim resulting from the SRO's misconduct or negligence. The District shall indemnify the City for any loss or claim resulting from the District's negligence.

Board Chair, Dist. #7&7-70

Date

Thomas C Nelson, Mayor

Date

DRAFT

AGREEMENT
STATEMENT OF GENERAL TERMS & CONDITIONS

This Agreement is entered into this 1st day of July, 2019, by and between the City of Laurel, hereinafter referred to as the City and the Laurel Public Schools, District 7 & 7-70, hereinafter referred to as the District, as follows:

WITNESSETH

For and in consideration of the mutual promises, terms, covenants, and conditions set forth herein, the parties agree as follows:

1. **Purpose of Agreement:** The purpose of this Agreement is for the City to assign one law enforcement officer and necessary equipment to the District for the School Resource Officer program. The City law enforcement officer (hereinafter referred to as “SRO”) will be assigned to Laurel Middle School. The SRO will work with the school administrators to assist with the District’s tobacco, alcohol, other drug, and law-related education, maintain a peaceful campus environment and take appropriate action regarding on-campus or school related criminal activity.
2. **Term:** The term of this Agreement shall be from July 1, 2019 through June 30, 2020.
3. **Termination:** This Agreement may be terminated with or without cause by either party upon 30 days’ prior written notice.
4. **Relationship of Parties:**
 - a. The City shall have the status of an independent contractor for purposes of this Agreement. The SRO assigned to the District shall be considered the employee of the City and shall be subject to its control and supervision.
 - b. The Chief of Police and the Superintendent will evaluate the program throughout the year in order to ensure that the program is meeting expectations. Following the close of the school year, they will prepare a summary report on the year’s operations and provide any recommendations for changes. This report will be reviewed by both the City Council and the School Board.
 - c. The District may request a replacement SRO if the assigned SRO is not performing satisfactorily or in the District’s best interest. The Chief of Police shall reassign or appoint a replacement SRO when a replacement officer is available and subject to the requirements of the City’s Collective Bargaining Agreement with the Police Officers’ Union.
 - d. The SRO will be subject to current procedures in effect for the City law enforcement officers, including attendance at all mandated training and testing to maintain officer certification. At all times performing under this Agreement, the SRO is not acting as an employee or official of either the District or the School the SRO is located or working.
 - e. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or

organization of any kind between the parties, and the rights and obligations of the parties shall be only those expressly set forth in this Agreement.

5. **Costs:** The District shall pay the City the sum of \$63,211.36 to employ and equip the SRO as provided herein. The city clerk/treasurer and district clerk will develop a semi-annual payment schedule on behalf of each party.

Further, the City agrees to pay all:

- a. Overtime costs;
- b. Non-school related expenses related to or resulting from law enforcement related activities, such as criminal investigations and court appearances;
- c. Liability and Workers' Compensation Insurance; and
- d. Costs relating to vehicle and insurance.

6. **SRO General Responsibilities:**

- a. Work in concert with the school administrators.
- b. Assist the administrators in providing a program to address tobacco, alcohol, and other drug issues, violence prevention, and safety issues in the school community.
- c. Act as a communication liaison with law enforcement agencies regarding needed information concerning students on campuses served by the SRO.
- d. Take the steps the SRO deems appropriate and consistent with law enforcement's duty, when a crime occurs on or off campus.
- e. Work with students, families, and staff to build an understanding of the role of law enforcement in the community and to establish a productive level of interaction and rapport with those groups.
- f. Refer students and/or their families to the appropriate agencies for assistance when a need is determined.
- g. When applicable and appropriate, maintain contact with students to insure compliance to conditions imposed by the court, school, parents/guardians, and/or Department of Family Services. This would include reporting to these entities and be actively involved in formulating problem solving strategies in each case.
- h. Other such responsibilities as may be mutually agreed to by the City and District.

7. **Time and Place of Performance:** The City will endeavor to assure that the SRO will be available for duty at the assigned campus each day that school is in session during the regular school year. The District understands that there may be times when the SRO is needed off-campus due to emergency law enforcement activities or court appearances.

8. **District Responsibilities:** The District will provide the SRO an office and such equipment as is necessary at the assigned school(s) to include a telephone, filing space capable of being secured, and access to a computer.
9. **Indemnification:** The City shall indemnify the District for any loss or claim resulting from the SRO's misconduct or negligence. The District shall indemnify the City for any loss or claim resulting from the District's negligence.

Board Chair, Dist. #7&7-70

Date

Thomas C Nelson, Mayor

Date

DRAFT

Item Attachment Documents:

21. Resolution No. R19-29: A Resolution Authorizing The Mayor To Execute Agreements With Zuercher Technologies LLC, A Trittech Software Systems Company, For Equipment And Support For The City's 911 Service.

RESOLUTION NO. R19-29

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS
WITH ZUERCHER TECHNOLOGIES LLC, A TRITECH SOFTWARE SYSTEMS
COMPANY, FOR EQUIPMENT AND SUPPORT FOR THE
CITY'S 911 SERVICE.**

BE IT RESOLVED by the City Council of the City of Laurel, Montana:

Section 1: Approval. The Software License and Implementation Agreement and Maintenance Agreement between the City of Laurel and Zuercher Technologies LLC, a TriTech Software Systems Company are accepted and approved. Copies of both Agreements are attached hereto for convenience.

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

Section 3: Effective date. The effective dates for the attached contracts are upon approval of this Resolution by the City Council.

Introduced at a regular meeting of the City Council on June 18, 2019, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel, Montana, this 18th day of June 2019.

APPROVED by the Mayor this 18th day of June 2019.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, City Clerk/Treasurer

Approved as to form:

Sam S. Painter, Civil City Attorney

SOFTWARE LICENSE AND IMPLEMENTATION AGREEMENT

This Software License Agreement (this “Agreement”) between Zuercher Technologies LLC (“Zuercher”) with offices located at 4509 W. 58th Street, Sioux Falls, SD 57108, and Laurel Police Department, located at 215 West 1st Street, Laurel, MT 59044 (“Customer” or “Client”), is entered into effective as of the last date of signature below. The parties may also be referred to herein collectively as the “Parties”, or individually as a “Party.”

A. WHEREAS, Client desires to purchase software licenses, services, and hardware for implementation of a 911 telephony system; and

B. WHEREAS, Zuercher is a TriTech Software Systems (“TriTech”) company, authorized to contract with, and license to its end users TriTech’s 911 application as Zuercher 911; and

C. WHEREAS, this Agreement and its Exhibits set forth the terms and conditions for license and implementation of Zuercher 911.

NOW, THEREFORE, the Parties hereto agree as follows:

1. DEFINITIONS

The following Definitions shall apply to this Agreement and its Addenda or Exhibits:

- a. **ANI.** Automatic Number Identification. A feature which provides a visual display at the PSAP (Public Safety Answering Point) of the calling party's ten (10) digit telephone number.
- b. **ALI.** Automatic Location Information. A feature which provides a visual display at the PSAP of the calling party's address as well as the Emergency Service Number, street address, room or floor, names of law enforcement, fire and medical services agencies responsible for the address, type of service (residential, business, coin, etc.), and other location information.
- c. **Contract Price.** The total of the purchase price specified in Exhibit A.
- d. **Customer Premises Equipment.** Any telecommunications equipment located on the Customer’s premises, whether provided by the Customer or by a third party, other than the telecommunications equipment comprised of the Zuercher 911 system as defined below.
- e. **Cutover or Cutover Date.** The date and time that the Zuercher 911 system is connected to the public telephone network, activated and functioning to provide basic telephone service, with the exception of minor variances in performance of the Zuercher 911 system which do not materially impair basic telephone service.

- f. **Database Management System.** A system of hardware, software, manual procedures and data used by the telephone companies and Customer to create, verify, update and access data relating to the telephone subscriber's service location. The data generally includes the subscriber's name, service address, pilot telephone number, Emergency Service Number and recommended emergency response agencies, and resides in the computer located in a Zuercher controlled location, Customer's premises or as the parties may otherwise agree.
- g. **Emergency Answering System.** The complete composite of all of the elements of a 9-1-1 Emergency Telephone System including, but not limited to, the network, telephones at the PSAP, trunk decoding equipment, the ALI database and the controllers.
- h. **Emergency Service Number.** The telephone number assigned to the End User's telephone number for purposes of routing the emergency call.
- i. **Emergency Calls.** Consist of one or more of the following conditions:
 - (1) System alarms showing "red border" on the screen
 - (2) Power outage / lightning strike
 - (3) Actual loss of or the threat of not acquiring or losing ANI or ALI data
 - (4) Where the telephone switch is an integral part of the 9-1-1 call-taking process and installed by Zuercher, it shall be included under this process, excluding administrative features
- j. **End User.** The Emergency Answering System, which is the subject matter of this Agreement, is being purchased by Customer for installation at certain dispatch centers as set forth in Exhibit A and made a part hereof by reference, which dispatch centers or PSAPs are operated by the governmental entities described in Exhibit A. These governmental entities are sometimes collectively referred to herein as End Users.
- k. **Go Live.** Go Live means the date of live operations beginning at Cutover.
- l. **Premises History.** A file which is created and maintained by the Client on its premises which can contain information about specific residences or locations within the service area. The information is free-form text and might include such information relating to particular premises such as hazards, directions, medical information or other items deemed useful in responding to a call.
- m. **PSAP.** Public Safety Answering Point. A physical location where a Public Safety Agency answers 9-1-1 calls. A PSAP may be Primary or Secondary. Customer may also operate a Backup PSAP which, upon activation, will act as the Primary PSAP. A Primary PSAP receives 9-1-1 calls directly from the public and is usually a Law Enforcement Agency. A Secondary PSAP receives 9-1-1 calls on a conference or

transfer basis from other PSAPs. PSAPs are operated by government jurisdictions, agencies or authority agents responsible for handling 9-1-1 emergencies.

- n. **Specifications.** Specifications shall mean the functional requirements for the components of the Zuercher 911 Software, including but not limited to standard user guides, system administration guides, and applicable third-party hardware vendor or manufacturer specifications.
- o. **System Acceptance.** Immediately following Go Live, Zuercher will complete the Functional Acceptance Testing (FAT) as defined in the Statement of Work (SOW), attached hereto as Exhibit B. After successful completion of the FAT, the Parties shall execute a Task Completion Report (“TCR”) acknowledging that FAT has been successfully completed. Immediately following completion of the FAT, the Customer shall utilize the System for a fifteen (15) consecutive day period (the “Soak Period”) in order to verify operational system and functionality in a live environment. During the Soak Period it is anticipated that no Critical Priority or Urgent Priority Software Error (as those terms are defined in the appropriate Addendum in the Zuercher 911 Software Support Agreement to be entered into concurrent with this Agreement) will be reported. In the event that a Critical Priority or Urgent Priority Software Error occurs during the Soak Period, Zuercher shall commence actions in accordance with the Software Support Agreement to correct the reported error. If a Critical or Urgent Software Error occurs during the first eight (8) days, following resolution of the Critical or Urgent Software Error, the fifteen (15) consecutive day period will restart. If the error occurs after the eighth (8th) day, the test will resume from the point when the error occurred once the Critical or Urgent Software Error has been resolved. System Acceptance shall be deemed to occur upon successful completion of the Soak Period.
- p. **Zuercher 911 Documentation.** Zuercher 911 Documentation means all documentation including but not limited to standard user documentation or manuals provided with the Zuercher 911 Software, including all modifications or updates thereto.
- q. **Zuercher 911 Software.** Zuercher 911 Software means the software licenses identified in Exhibit A.

2. SOFTWARE LICENSE

2.1 Zuercher 911 Software License

2.1.1 Upon payment of the applicable license fees hereunder, Customer is granted a non-exclusive, nontransferable, non-sublicensable right and license to use the Zuercher 911 Software and its associated Documentation for Customer’s own internal purposes. Nothing herein shall be construed as granting Customer ownership in and to the Zuercher 911 Software or Documentation.

2.1.2 The Zuercher 911 Software shall be used only on the equipment and at the locations identified in Exhibit A to this Agreement. Use of the Zuercher 911 Software may be subsequently transferred to PSAPs maintained by Client at other locations, provided: (a) the total number of PSAPs at which the Zuercher 911 Software is used by Client does not exceed the number of PSAPs specified in Exhibit A to this Agreement; and (b) Client provides Zuercher with written notice ninety (90) days before such transfer. The Zuercher 911 Software shall be used only for the processing of calls by the public to the Client's PSAPs and communications by dispatchers at such PSAPs with emergency response personnel, and shall include servicing and maintaining records for the Client, emergency service providers and the public. Client shall not permit any third party (other than those described herein) to use the Zuercher 911 Software or to allow access to the Zuercher 911 Software through terminals other than at the PSAPs identified in Exhibit A to this Agreement. Client shall not use, copy, rent, lease, sell, sublicense, create derivative works from/of, or transfer the Zuercher 911 Software provided to Client under this Agreement, or the Zuercher 911 Documentation, or any third-party software provided hereunder, or permit others to do said acts, except as provided in this Agreement or the applicable license agreement. Any such unauthorized use shall be void and may result in immediate and automatic termination of the applicable license, at the option of Zuercher or the applicable third party. In such event, Client shall not be entitled to a refund of the license fees paid hereunder. The foregoing shall not limit any other rights or remedies of Zuercher.

2.1.2.1 Client may make additional copies of the Zuercher 911 Software as reasonably required for archival for backup purposes, provided that such copies contain all copyright notices and other proprietary markings contained on the original, and are kept confidential in accordance with the Confidentiality and Proprietary Rights provisions of this Agreement. Unless otherwise specified, additional Zuercher 911 Software licenses acquired by Client subsequent to the effective date of this Agreement shall be subject to the terms and conditions of this section 2.

2.1.2.2 The Zuercher 911 Software licenses granted in this Agreement, are for object code only and do not include a license or any rights to source code. Client is specifically prohibited from accessing, copying, using, modifying, distributing or otherwise exercising any rights to source code.

2.1.2.3 The Zuercher 911 Software and Documentation, as well as applicable third party software and documentation, shall not be exported outside the United States without the prior written consent of TriTech, or the applicable third party vendor. In the event that such consent is provided, Client shall comply with the requirements for the United States Export Administration act of 1979 and any amendments thereto, and with all relevant regulations of the U.S. Department of Commerce, Bureau of Industry & Security Export Administration Regulations and any other similar laws and regulations.

2.1.3 Any third party software (software owned or licensed by a party other than Zuercher or TriTech) provided under this Agreement will be licensed in accordance with the applicable vendor's license terms.

2.1.4 Infringement. As the licensor of the Zuercher 911 Software, Zuercher will, at its expense, defend Client against any claim, action or proceeding by a third party (“Action”) for infringement by the Zuercher 911 Software of copyright or trade secrets, provided that Client immediately notifies Zuercher in writing of such Action and cooperates fully with Zuercher and its legal counsel in the defense thereof. Zuercher may in its sole discretion: (i) contest; (ii) settle; (iii) procure for Client the right to continue using the Zuercher 911 Software; or (iv) modify or replace the Zuercher 911 Software so that it no longer infringes (as long as the functionality and performance described in the Specifications substantially remains following such modification or replacement). Client may participate in the defense of such Action at its own expense. If Zuercher concludes in its sole judgment that none of the foregoing options are commercially reasonable, and Client’s use of the Zuercher 911 Software is permanently enjoined as a result of a judgment of a court of competent jurisdiction in such Action, Zuercher shall refund a prorated portion of the Zuercher 911 Software license fee(s) paid by Client under this Agreement (calculated by multiplying the ratio of the number of months of actual Use in Live Operations to thirty-six (36) months times the license fees paid) and the Zuercher 911 Software licenses granted under this Agreement shall terminate. In the event such Action results in a money judgment against Client which does not arise, wholly or in part, from the actions or omissions of Client or its employees or agents or a third party, Zuercher will, subject to the limitations in Section 13, indemnify Client therefrom.

2.1.4.1 Zuercher shall have no duty under this provision with respect to any Actions that result out of any claim, action or proceeding arising from or related to, infringements: (i) of third party software, including operating system software, or hardware; (ii) arising out of modifications to the Zuercher 911 Software and/or Documentation not made by or under the direction of Zuercher; (iii) resulting from use of the Zuercher 911 Software to practice any method or process which does not occur wholly within the Zuercher 911 Software; or (iv) resulting from modifications to the Zuercher 911 Software or Documentation prepared pursuant to specifications or other material furnished by or on behalf of Client. This Section 2.1.4 states the entire obligation of Zuercher regarding infringement of intellectual property rights, and it will survive any termination or expiration of this Agreement.

3. STATEMENT OF WORK.

3.1 Exhibit B to this Agreement provides the Statement of Work (“SOW”) which defines the processes and services for implementation of the Zuercher 911 Software licensed under this Agreement.

4. RISK OF LOSS

4.1 Risk of loss for the deliverables to be provided under this Agreement will be borne by Zuercher while such deliverables are in transit to the Customer’s location; thereafter, risk of loss shall be borne by the Customer.

5. PSAP INSTALLATION REQUIREMENTS

5.1 Customer agrees to and shall meet the requirements as listed in PSAP Installation Requirements attached as Exhibit C and made a part hereof by reference. Customer may void all or part of the system warranty for not meeting these requirements. The Customer must return a signed copy of Exhibit C when the location(s) stipulated in Exhibit A have met these requirements. Exhibit C must be received by Zuercher before the Zuercher installation team travel can be scheduled.

6. ACCESS

6.1 Customer agrees to grant reasonable right of entry to Zuercher to enable delivery and implementation of the Zuercher 911 system, including provision of reasonable storage space if applicable.

7. TRAINING AND FOLLOW-UP TRAINING

7.1 Customer shall be responsible for having employees, agents, supervisors, or any other personnel to be trained as provided hereinabove present and available for said training at the PSAP in accordance with the mutually agreed upon project schedule.

8. DELAYS IN SCHEDULE

8.1 In the event that the conditions or requirements, which are the responsibility of the Client, are not as represented or required, or that any delivery, installation or services must be rescheduled due to no fault of Zuercher, Client shall be responsible for the actual costs and expenses incurred by Zuercher in connection with any related delay or rescheduling. If Zuercher arrives at the job site and the site is not ready for installation of Zuercher 911, including where services provided by a telephone carrier are not in place (trunks, data circuits, database or remote diagnostic lines), causing Zuercher to schedule another installation trip, any resulting employee labor costs and any resulting expenses will be billed to, and paid by, the Client.

9. LIMITED WARRANTY

9.1 **Zuercher 911 Software Limited Warranty.** Subject to the warranty exclusions below, Zuercher warrants the Zuercher 911 Software and third-party products provided hereunder comprising the Zuercher 911 system will operate together in accordance with the Specifications, for one (1) year following the Cutover Date (the "Warranty Period"). During the Warranty Period, if warranty work is necessary, Zuercher will, at its option: (i) repair the Zuercher 911 system in place; or (ii) accept return of components of the Zuercher 911 system for repair or replacement. Except as otherwise provided herein, such repair or replacement, including both parts and labor, will be at Zuercher's or its subcontractor's or vendor's expense. Repair and replacement parts may be new or reconditioned to be the functional equivalent of new. Zuercher's entire liability for any claim, loss, damage or expense from any cause shall in no event exceed the amount of the contract price for the Zuercher 911 system actually paid by Customer under this Agreement. Support and maintenance will be provided in accordance with the Zuercher 911 Support

Agreement entered into concurrent with this Agreement. This limited warranty in no way alters the exclusion of implied warranties set forth herein, and is effective only if Zuercher or TriTech installs the Zuercher 911 Software on the Customer's computers.

9.2 Limited Warranty Exclusions.

A. Software. The Parties acknowledge that the Zuercher 911 Software is not warranted to be error-free.

B. Warranty service provided under this Agreement during the Warranty Period excludes repairs or replacements necessitated by:

- (i) damage to the Zuercher 911 system due to fire, explosion, power irregularities, power surges, Acts of God (including, without limitation, earthquakes, rains, floods or lightning), or any other cause not attributable to or beyond the reasonable control of Zuercher;
- (ii) Customer's failure to follow applicable operation, maintenance, or environmental requirements described in any of the manufacturer's manuals or product bulletins, Zuercher 911 manuals, and other materials provided to Customer;
- (iii) Customer's additions, alterations, modifications, enhancements or repairs to, or disassembly of, the Zuercher 911 system (itself or using a third party);
- (iv) mishandling, abuse, misuses or damage to the Zuercher 911 System by Customer or a third party;
- (v) relocation of the Zuercher 911 System without Zuercher's prior written consent (other than telephone instruments relocated in accordance with the manufacturer's specifications);
- (vi) failures or changes required resulting from the local exchange or inter-exchange carrier, the power company or other transmission providers; or
- (vii) work performed by Customer on the hardware and/or software components which Customer or a third party adds or attaches to the Zuercher 911 system without Zuercher's prior written consent. If any excluded cause occurs, Zuercher may, at its option:
 - (a) perform repairs at Customer's request at Zuercher's then current charges; or
 - (b) terminate its support obligations for the Zuercher 911 Software. Further, warranty service provided under this Agreement during the Warranty Period excludes the following services: (1) electrical work external to the Zuercher 911 system; (2) such service which is impractical for Zuercher's service representatives to render because of alterations to the

equipment or its connection by mechanical or electrical means to other devices, or because of alterations to operating systems; (3) systems engineering services, programming, and operations procedures of any sort; or (4) service calls which result in "no trouble found" in the Zuercher 911 system. Any such other services shall be performed only upon Customer's written request, at Zuercher's then-current charges.

9.3 Manufacturers' Warranties. To the extent they may be passed through to Customer, any manufacturer's warranties covering all third party equipment and software to be supplied pursuant to this Agreement shall be passed through to Customer. Customer shall execute appropriate documents to obtain the benefit of any manufacturer's warranty of third party equipment and software provided herein for the period during which any applicable manufacturer's warranty is in existence.

9.4 EXCEPT AS EXPRESSLY SET FORTH HEREIN, ZUERCHER MAKES, AND CLIENT RECEIVES, NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE DELIVERABLES OR SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

10. EXISTING SYSTEM

10.1 Customer's existing system equipment will not be disconnected, removed or disposed of by Zuercher. If the existing system resides in the physical space required for the Zuercher 911 system, then it shall be the responsibility of the Customer to coordinate the relocation of the existing system equipment prior to Zuercher's arrival at the job site. Should the Customer request Zuercher to relocate the existing system equipment, said request shall be in writing, and will be billed at the current pricing structure for material and labor requirements. Furthermore, Zuercher shall not be held responsible for any damage to the equipment associated with relocation, or the cost of removing the equipment from the site, or disposal.

11. ALI DATABASE

11.1 It is understood that the ALI database information for use by the Zuercher 911 Software is provided by the Client or its agent and that Zuercher shall have no involvement with the development, maintenance or integrity of this information.

12. THIRD PARTY HARDWARE AND SOFTWARE MAINTENANCE

12.1 The Zuercher 911 system may contain third party hardware and software, including that which the manufacturer may have embedded into the hardware provided under this Agreement. If required, Customer shall execute a third-party maintenance agreement for any third-party hardware and software incorporated in the Zuercher 911 system. If applicable, said agreement will be attached as addenda hereto; however, Zuercher shall not be a party to such third-party agreements.

13. INDEMNIFICATION AND LIMITATION OF LIABILITY

13.1 Zuercher Indemnification Obligations. Subject to the limitations set forth in this Section 13, Zuercher shall indemnify, defend and hold harmless Client and its employees and agents (the “Client Indemnified Parties”) for, from and against any and all losses, damages, claims, actions, judgments, settlements, awards, penalties, fines, costs or expenses, including reasonable attorneys' fees (collectively, “Losses”), that are incurred by any Client Indemnified Party pursuant to any third-party claim to the extent they arise from any wrongful or negligent act, error or omission of Zuercher, its employees or agents, or of any subcontractor and its employees or agents, in connection with Zuercher or any such subcontractor’s performance of its obligations under this Agreement; provided, however, Zuercher shall not be required to indemnify any Client Indemnified Party for any such Losses to the extent they arise from the negligence or wrongful act or omission of any Client Indemnified Party, and in such case Zuercher’s indemnity obligations hereunder shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

13.2 Client Indemnification Obligations. Subject to the limitations set forth in this Section 13, Client shall indemnify, defend and hold harmless Zuercher and its employees and agents and any subcontractor and its employees and agents (collectively the “Indemnified Parties”) for, from and against any and all Losses that are incurred by any Indemnified Party pursuant to any third party claim to the extent they arise from any wrongful or negligent act, error or omission of Client, its employees or agents in connection with this Agreement or Client’s use of the Zuercher 911 System (including any use of the Zuercher 911 System or any subsystem in contravention of the Zuercher 911 Documentation or in contravention of any specific terms and conditions of use of any component of the Zuercher 911 System or any subsystem); provided, however, Client shall not be required to indemnify such parties for any such Losses to the extent they were caused by the negligence or wrongful act of such Indemnified Party, and in such case Client’s indemnity obligations hereunder shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

13.3 The indemnifying Party may assume, at its sole option, control of the defense, appeal or settlement of any third-party claim that is reasonably likely to give rise to an indemnification claim under Section 13.1 or 13.2 (an “Indemnified Claim”) by sending written notice of the assumption to indemnified Party on or before ten (10) business days after receipt of a claim notice to acknowledge responsibility for the defense of such Indemnified Claim and undertake, conduct and control, through reputable independent counsel of its own choosing (which the indemnified party shall find reasonably satisfactory) and at indemnifying Party’s sole expense, the settlement or defense thereof. The indemnifying Party shall give prompt written notice to the indemnified Party of any proposed settlement of the Indemnified Claim. The indemnifying Party may not, without the prior written consent of the indemnified Party, which indemnified Party shall not unreasonably withhold, condition or delay, settle or compromise any claim or consent to the entry of any judgment with respect to which indemnification is being sought hereunder unless such settlement, compromise or consent does not contain any equitable order, judgment or term (other than the fact of payment or the amount of such payment) that in any manner affects, restrains or interferes with the business of indemnified Party or any of indemnified Party's affiliates.

13.4 Except for actions for intellectual property right infringement (including copyright, trade secret or trademark infringement), no arbitration, action or proceeding arising out of any claimed breach of this Agreement or transaction may be brought by either Party more than four (4) years after the cause of action has accrued.

13.5 EXCEPT FOR ANY CLAIMS MADE BY ZUERCHER THAT CLIENT HAS INFRINGED OR MISAPPROPRIATED ANY OF ZUERCHER'S OR TRITECH'S INTELLECTUAL PROPERTY RIGHTS OR THAT CLIENT HAS OTHERWISE BREACHED ITS OBLIGATIONS WITH RESPECT TO INTELLECTUAL PROPERTY RIGHTS HEREIN, IN NO EVENT SHALL EITHER PARTY OR ITS SUBCONTRACTORS OR VENDORS BE LIABLE UNDER THIS AGREEMENT OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, DATA, REVENUE OR PROFIT OR LOST OR DAMAGED SOFTWARE, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE BREACHING PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13.6 NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE TOTAL LIABILITY OF ZUERCHER FOR ANY LOSSES ARISING FROM OR OTHERWISE RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), BY WAY OF INDEMNIFICATION, UNDER STATUTE OR OTHERWISE SHALL NOT EXCEED (I) THE CONTRACT PRICE OR (II) IN THE CASE OF BODILY INJURY, PERSONAL INJURY OR PROPERTY DAMAGE FOR WHICH DEFENSE AND INDEMNITY COVERAGE IS PROVIDED BY ZUERCHER'S INSURANCE CARRIER, THE COVERAGE LIMITS OF SUCH INSURANCE APPLICABLE TO SUCH LOSS.

14. CONFIDENTIALITY AND PROPRIETARY RIGHTS

14.1 The Zuercher 911 Software and Documentation (including any portion, modification, translation, or derivative thereof), and all applicable rights in patents, copyrights, trademarks and trade secrets therein ("Confidential and Proprietary Information"), is owned or licensed by Zuercher and is protected by United States copyright, trademark and other intellectual property laws and international property laws and treaty provisions. Client shall acquire no intellectual property ownership rights to the Zuercher 911 Software or Zuercher 911 Documentation.

14.2 Client acknowledges and agrees that the Zuercher 911 Software and Zuercher 911 Documentation, including but not limited to the source code, object code, software design, structure and organization, user interface and the engineering know-how implemented in the Zuercher 911 Software, together with any other information identified by Zuercher as confidential or proprietary constitute the valuable properties and trade secrets of Zuercher or TriTech thereof,

embodying substantial creative efforts and confidential information, ideas and expressions, not generally known by the public and which secure to the vendor a competitive advantage.

14.3 Client agrees during the term of the license granted under this Agreement, and thereafter, to hold the Zuercher 911 Software and Zuercher 911 Documentation, including any copies thereof and any documentation related thereto, in strict confidence and to not permit any person or entity to obtain access to it except as required for Client's exercise of the license rights granted hereunder. Nothing in this Agreement is intended to or shall limit any rights or remedies under applicable law relating to trade secrets, including the Uniform Trade Secrets Act as enacted in applicable jurisdictions.

14.4 Client shall not attempt or authorize others to attempt to learn the trade secrets, technology, ideas, processes, methods of operation, know-how and/or confidential information contained in the Zuercher 911 Software by duplication, decompilation, disassembly, other forms of reverse engineering, or other methods now known or later developed.

14.5 If any Zuercher Confidential and Proprietary Information is subject to any Federal or State statutes(s) providing for public access or disclosure of public records, documents or other material, Client shall (i) provide to Zuercher written notice of any request or other action by a third party under said statute(s) for release, access, or other disclosure thereof, (ii) provide to Zuercher a reasonable opportunity to respond to and/or oppose such action in the appropriate forum and (iii) take such steps as are permitted under said statutes to assert in response to such action any exemptions or other protections available thereunder to prevent, restrict and/or control the public release, access and/or disclosure of the Zuercher Confidential and Proprietary Information.

14.6 Provided that Client's confidential business information and confidential data is marked with the legend "CONFIDENTIAL INFORMATION", "PROPRIETARY INFORMATION", or a substantially similar legend, Zuercher agrees to maintain Client's confidential business information and confidential data, including patient identifying data, to which Zuercher gains access in confidence and to not disclose such information except as required to perform hereunder or as required by law. If such confidential or proprietary information is disclosed to Zuercher orally, Client shall, within five (5) business days of the disclosure, document the disclosure in writing, which writing shall be marked with the above-described legend.

14.7 The confidentiality obligations specified under this section 14 shall survive the termination or rescission of this Agreement.

15. INSURANCE

15.1 Beginning at the start of Zuercher's performance under this Agreement, and ending when annual Support for Zuercher 911 is no longer being provided to Client, Zuercher shall maintain in force a policy of General Liability Insurance with coverage limits of \$1,000,000 per occurrence, \$2,000,000 aggregate. A certificate of insurance naming Client as an added insured under the General Liability insurance policy will be provided.

16. DEFAULT AND TERMINATION

16.1 Zuercher Termination Rights. Zuercher may terminate this Agreement and the Software licenses granted herein at any time if (i) Client fails to comply with any material term or condition of this Agreement unless (a) in the case of failure to pay monies due to Zuercher, Client cures such failure within fifteen (15) days after written notice of such failure by Zuercher or (b) in other cases, Client cures such failure within thirty (30) days of such notice or in the case of failures not reasonably susceptible to cure within thirty (30) days, Client commences action to cure such failure within such period and continues such action with due diligence until the failure is cured, or (ii) Client's normal business operations are disrupted or discontinued for more than thirty (30) days by reason of insolvency, bankruptcy, receivership or business termination. Such termination shall not affect Zuercher's right to receive and retain the Contract Price and other fees, charges and expenses earned hereunder.

16.1.1 In the event of any termination in accordance with Section 16.1, any subcontractors providing software licenses hereunder, if applicable, may also terminate such licenses granted to Client with respect to this Agreement.

16.2 Client Termination Rights. Client may terminate this Agreement if (i) Zuercher fails to comply with any material term or condition of this Agreement unless (a) Zuercher cures such failure within thirty (30) days after written notice thereof from Client or (b) in the case of failures not reasonably susceptible to cure within thirty (30) days, Zuercher commences action to cure such failure within such period and continues such action with due diligence until the failure is cured, or (ii) Zuercher's normal business operations are disrupted or discontinued for more than thirty (30) days by reason of insolvency, bankruptcy, receivership or business termination and no successor or assignee is appointed who is ready, willing and able to assume and perform Zuercher's obligations under this Agreement.

16.3 Upon any termination of this Agreement, Client shall promptly (and in any event no later than thirty (30) days after such termination) and permanently remove and destroy all copies of the Zuercher 911 Software and Documentation and any associated materials (whether residing on a computer system, Server, Workstation, in hard copy, CD-ROM, magnetic or other media, and for backup, archival copies or otherwise) and certify to Zuercher in writing that Client has performed such actions and has not retained or permitted others to retain any such copies. Client shall perform these same procedures for removal and destruction of third party software provided under this Agreement, if applicable, and so notify Zuercher.

17. NOTICES

17.1 Any notice or communication under this Agreement shall be in writing and shall be by U.S. Mail or telecopier to the Party receiving such communication at the address specified herein or such other address as either Party may in the future specify to the other Party. Unless specified by appropriate notice otherwise, notices shall be given to the respective parties as follows:

Zuercher Technologies LLC

Attn: Contracts
4509 West 58th Street
Sioux Falls, SD 57108
Telephone: 605.274.6061

LAUREL POLICE DEPARTMENT

Attn:
215 West 1st Street
Laurel, MT 59044
Telephone:

18. ASSIGNMENT

18.1 Neither Party may assign, sublet, or transfer any interest or obligation in this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld, and then only upon such terms and conditions as both Parties may agree to set forth in writing. A merger or acquisition of all or substantially all of Zuercher's assets shall not be considered an assignment hereunder. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

19. WAIVER

19.1 In the particular event that either Party shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or any succeeding breach of this Agreement by either Party, whether of the same or any other covenant, condition or obligation.

20. GOVERNING LAW

20.1 Except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Montana without regard to its conflict of law provisions and not including the United Nations Convention on Contracts for the International Sale of Goods if such convention would otherwise be applicable.

21. SEVERABILITY

21.1 If any provision, term, or condition of this Agreement is found to be or becomes unenforceable or invalid, it shall not affect the remaining provisions, terms and conditions of this Agreement, unless such invalid or unenforceable provision, term or condition renders this Agreement impossible to perform. Such remaining terms and conditions of the Agreement shall continue in full force and effect and shall continue to operate as the parties' entire Agreement.

22. INDEPENDENT CONTRACTOR

22.1 It is distinctly understood and agreed that the relationship of employer and employee, principal and agent, or joint venture does not and will not exist between Zuercher and the Client, and that Zuercher is an independent contractor of the Client.

23. FORCE MAJEURE

23.1 Neither Party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in Delivery or performance as a result of war, acts of terrorism, fire, strike, riot or insurrection, natural disaster, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of equipment or software from suppliers, default of a subcontractor or vendor (if such default arises out of causes beyond such Party's reasonable control), the actions or omissions of the other Party or its employees or agents and/or other similar occurrences beyond the Party's reasonable control (an "Excusable Delay"). In the event of any such Excusable Delay, Delivery or performance shall be extended for a period of time as may be reasonably necessary to compensate for such delay. The Party affected by an Excusable Delay hereunder shall provide written notice to the other Party of such delay as soon as reasonably possible.

24. DISPUTE RESOLUTION

24.1 The Parties desire to first attempt to resolve certain disputes, controversies and claims arising out of this Agreement or any Addenda hereto before a Party begins litigation. Prior to commencing litigation, at the written request of either Party, the Parties agree to meet onsite at either Zuercher's or the Client's location as determined by the Parties, and negotiate in good faith to resolve any dispute arising under this Agreement. Each Party shall be responsible for its associated travel costs. If the above negotiations do not resolve the dispute with sixty (60) days of the initial written request, either Party may take appropriate legal action.

25. ENTIRE AGREEMENT

25.1 This Agreement and its Addenda or amendment(s) represent the entire agreement between the Parties hereto and a final expression of their agreements with respect to the subject matter of this Agreement and supersedes all prior written agreements, oral agreements, representations, understandings or negotiations with respect to the matters covered by this Agreement.

26. GENERAL

26.1 This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

26.2 No modifications or amendments to this Agreement shall be binding unless in writing and executed by each of the Parties hereto.

26.3 The Parties may rely on a facsimile or electronic transmission as an original version of the other Party's authorized signature to bind the other Party and satisfy any applicable contractual requirements.

EACH PARTY'S ACCEPTANCE HEREOF IS EXPRESSLY LIMITED TO THE TERMS OF THIS AGREEMENT AND NO DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY PURCHASE ORDER, CONFIRMATION OR OTHER WRITING SHALL HAVE ANY FORCE OR EFFECT UNLESS EXPRESSLY AGREED TO IN WRITING BY THE PARTIES.

LAUREL POLICE DEPARTMENT

ZUERCHER TECHNOLOGIES, LLC

Accepted By (Signature)

Accepted By (Signature)

Printed Name

Printed Name

Title

Title

Date

Date

EXHIBIT A

PRICING AND PAYMENT MILESTONES

Software License Fee(s)

911 Software License Fee(s)	Unit Price	Qty	Total Price
911 Position	\$7,000.00	2	\$14,000.00
911 Server Software	\$10,000.00	1	\$10,000.00

911 Software License Fee(s) Subtotal: **\$24,000.00**

Software License Fee(s) Total: \$24,000.00

Implementation Service Fee(s)

911 Implementation Service Fee(s)	Unit Price	Qty	Total Price
911 Call Taker Position Setup and Testing (per workstation)	\$900.00	2	\$1,800.00
911 End User Training (up to 10 students)	\$1,200.00	1	\$1,200.00
911 Supervisor Training (up to 10 students)	\$1,400.00	1	\$1,400.00
CPE Backroom Installation and Testing (Small Implementation up to 4 positions)	\$23,400.00	1	\$23,400.00
Project Management 911 (Small Implementation 1-4 Positions)	\$15,400.00	1	\$15,400.00

911 Implementation Service Fee(s) Subtotal: **\$43,200.00**

Implementation Service Fee(s) Total: \$43,200.00

Project Related Fee(s)

Product Name	Unit Price	Qty	Total Price
Estimated Travel Expenses	\$10,000.00	1	\$10,000.00
CS911 Shipping	\$1,353.75	1	\$1,353.75
System Integration	\$4,647.88	1	\$4,647.88

Project Related Fee(s) Total: \$16,001.63

Hardware

Product Name	Unit Price	Qty	Total Price
Extended Hardware Warranty (5 Years)	\$7,280.50	1	\$7,280.50
Workstation and Backroom Hardware	\$37,844.55	1	\$37,844.55

Hardware Total: \$45,125.05

Quote Total: \$128,326.68

Annual Maintenance Fee(s) (Year 2)

Product Name	Support Level	Total Price
911 Position	24 x 7 (911)	\$2,520.00
911 Server Software	24 x 7 (911)	\$1,800.00
Workstation and Backroom Hardware	24 x 7 (911)	\$6,812.02

Annual Maintenance Fee(s) (Year 2) Total: \$11,132.02

Payment Milestones:

20%	Software and Services Due at Contract Signature	\$14,640.33
30%	Software and Services Due at CPE Backroom Installation	\$21,960.49
30%	Software and Services Due at Completion of Pre-Go Live End User Training	\$21,960.49
10%	Software and Services Due at Go Live (Cutover)	\$7,320.16
10%	Software and Services Due at System Acceptance as defined herein	\$7,320.16
100%	Hardware due upon order	\$45,125.05
	Travel (Estimated) – to be billed as incurred	\$10,000.00

Installation location:

Laurel Police Department
215 West 1st Street
Laurel, MT 59044

EXHIBIT B
STATEMENT OF WORK

EXHIBIT C

PSAP INSTALLATION REQUIREMENTS

General Requirements:

1. Provide a temporary, secure storage area, available for the boxes of equipment shipped to the PSAP prior to installation and accessible by install personnel.
2. Arrangements should be in place to allow the installation staff relatively free access to all pertinent areas, i.e. telephone room, equipment room, dispatch area, etc.
3. Order and provide any/all new emergency trunks, administrative lines, “make-busy” circuit or ALI/DMS data circuits from the telco AND confirm that they are installed, properly identified (tagged), tested and available for use prior to first day of install.
4. Test pilot numbers for 9-1-1 trunk circuits will need to be identified and provided by the telco for testing the 9-1-1 circuits prior to cutover.
5. Provide a dedicated telephone line to be terminated in the telephone room for each of the following features:
 - a. Each Telephony backroom hardware component provided (for remote notification/support)
 - b. Paging (If selected)
 - c. Fax ALI (If selected)
6. Order, provide and maintain high speed internet access to the system(s) for remote troubleshooting, diagnostics and repair. Schedule any network access privileges prior to install.
7. Maintain all associated Networks to Company Quality of Service (QOS) standards. Provide evidence this standard is met. A Network Assessment may be required if customer is unable to provide satisfactory evidence of meeting this standard. The cost and schedule impact of this assessment is not included in the Scope of Work.
8. Confirm that Caller ID service is ordered, tested, and available for use from the telco if this feature is desired for the administrative lines.
9. Ensure all debris, stored items, and other non-essential clutter is removed from the equipment and dispatch areas and the rooms vacuumed and surfaces wiped down.

10. Ensure that all interface Companies (the voice logging recorder, radio and CAD, mapping) are available to support their installed hardware and software to evaluate the connectivity interfaces, and data stream to their hardware together with the E9-1-1 installation team when that event (link) occurs.
11. The radio vendor must provide radio select-audio output and telephone audio input separate tie points. These are in support of the Instant Recall Recorder.
12. The radio vendor must provide a connection point to receive dry-contact closure and 2-wire voice-transmit and 2-wire voice-receive if using the radio headset interface portion of the headset interface.
13. The logging recorder Company must provide position output for the recorder with a termination point within two feet of each workstation computer.

Requirements in the backroom equipment area: (space can be modified if necessary)

- ☐ Wall space: 720 square inches (5 square feet)
 - ☐ Floor space: 1,584 square inches (11 square feet)
 - ☐ Area space: 51,072 cubic inches (29.6 cubic feet).
 - ☐ Backroom equipment is rack-mounted in 2 racks (for up to 6 positions):
 - Normally: 28 inches deep x 19 inches wide x 84 inches high
 - Worst-case: 32 inches deep x 45 inches wide x 84 inches high
 - ☐ Total weight: 336 pounds distributed throughout the two racks (rack weight included)
1. Advise Zuercher at least two weeks prior to installation as to the type of floor (concrete, wood, raised computer floor panels, etc.). Provide clear and level floor space for bolting the racks to the floor in the equipment room.
 2. Advise Zuercher as to type of access for cable routing is available from the equipment room to the dispatch area and demarc room to the equipment room if applicable. This access must accommodate a minimum of three (3) CAT5E or CAT6 cables to each position. Define type as raised computer flooring, suspended ceiling, conduit, or whatever accessible methodology is available. Notification must be received two (4) weeks prior to the time of installation.
 3. Provide one (1) separate dedicated breaker supported electrical receptacle on the wall directly behind the backroom equipment Rack location. This breaker is to be rated for 120 VAC @ 30 Amps. A single L5-30R twist type receptacle with cover plate shall be installed and tied to the breaker. A single L5-30R twist type receptacle and separate box will be

required for each system and should be tested and certified prior to install team arrival. This outlet should be no more than 3 vertical feet, or 3 horizontal feet from the rack.

4. Maintain a room temperature below 80 degrees Fahrenheit (F). Total system back room heat generated should encompass approximately 15k BTUs total output. The HVAC cooling system should be rated to accept and effectively deal with this heat load in maintaining the room temperature at or around seventy (70) degrees F. The backroom equipment (specifically the computers such as the server(s)) will function best under environmental conditions of 70 degrees F or lower with a maintained humidity between 50% and 25%. All air conditioning units and/or ventilation points should be verified free of water discharge prior to installation team arrival.
5. Provide an effective and easily accessible building ground system to ensure properly protected operation of the installed systems. This ground should be within 10 feet of the equipment rack(s).
6. Provide access to the telephone demarcation point for connection to the lines available in the building. All relevant telephone lines and connections must be clearly labeled and available at the time of installation.
7. If a Computer Aided Dispatch (CAD) system is used and an interface is to be provided, the CAD Company must be available to support the evaluation of the delivered data at the time of installation.
8. Ensure that no other equipment is plugged into the backroom, UPS units utilized by the Zuercher 911 system.
9. Ensure that any remodeling or construction in or near the backroom equipment area, controls dust and debris to prevent direct or indirect damage to system components.

Requirements at the workstation dispatch area:

- ☐ Wall space: none
 - ☐ Space required: 4,560 cubic inches (2.63 cubic feet) per dispatcher work location
1. Provide adequate available wall electrical outlets (at least two (2) rated for 120 VAC @ 20 Amps) to support workstation equipment, and located within at least three feet of the computer cabinet.
 2. Ensure that the 9-1-1 equipment is not placed on a general purpose area wide network, but uses the one installed by Zuercher specifically designated for that function only, or uses a segregated portion of the customer network approved by Zuercher prior to install. It is highly recommended that the installed switch be separate of any other city/county switches. It is also important that third-party software not be loaded on either the server(s) or the workstations without testing, evaluation, and the expressed written permission of Zuercher. Taking such action without the indicated approval can result in voiding the warranties for both software and hardware.
 3. Ensure workstation equipment location is designed to maintain temperatures below 80 degrees F.
 4. Ensure that no other equipment is plugged into workstation UPS units utilized by the Zuercher 911 Software system.
 5. Ensure that any remodeling of the PSAP area includes installation of proper lighting, heating, air-conditioning, ventilation and power; final workstation furniture (not temporary solutions); radios; logging recorder; telephone lines and data connections are in place and operational prior to installation of the E9-1-1 equipment.
 6. The Customer authorizes the drilling and placement of necessary hardware (at both the workstation area as well as the back room area) to ensure safe and common practice installation of computers, interface hardware, racks and grounding hardware in floors, sub floors, and walls as necessary. Where the Customer does not wish this to occur, a contractor acceptable to the Customer will be employed by the Customer to accomplish such processes.
 7. Provide any headsets which are used or are to be used at the workstations to be supplied by the Customer, including the appropriate headset receptacle interfaces for connection to an existing or proposed radio system.

The installation site or sites listed below, meet the requirements as listed and is/are ready for system installation:

Laurel Police Department
215 West 1st Street
Laurel, MT 59044

Signature: _____

Name: _____

Title: _____

Date: _____

(Please fax or pdf and send via email to Zuercher)

ZUERCHER 911 SUPPORT AGREEMENT

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ZUERCHER 911 SUPPORT AGREEMENT

This Zuercher 911 Support Agreement (“Agreement”) between Zuercher Technologies, LLC (“Zuercher”) with offices located at 4509 W. 58th Street, Sioux Falls, SD 57108, and Laurel Police Department, located at 215 West 1st Street, Laurel, MT 59044 (“Customer” or “Client”), is entered into effective as of the last date of signature below. The parties may also be referred to herein collectively as the “Parties”, or individually as a “Party”.

A. WHEREAS, Client and Zuercher Technologies, LLC (“Zuercher”), a TriTech Software Systems company, entered into a Software License and Implementation Agreement for implementation of Zuercher 911; and

B. WHEREAS, this Agreement is entered into to provide annual maintenance services and support for the Zuercher 911 Software and applicable third party or Subcontractor Hardware and Software identified in Addendum A hereto.

NOW, THEREFORE, in consideration of the mutual agreements and promises contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1.0 DEFINITIONS

1.1 All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given them in the Definitions section of the Purchase Agreement, which section is incorporated by reference herein as though set forth in full.

2.0 TERM

2.1 The initial term of support under this Agreement shall begin upon Go Live and end twelve (12) months thereafter (the “Initial Term”). Support services for subsequent annual terms shall be subject to renewal of this Agreement and payment of the renewal maintenance and support fees. This Agreement shall automatically renew for additional one (1) year terms unless terminated by either Party by providing written notice to the other Party no less than ninety (90) days prior to the expiration of the Initial Term or any applicable renewal term (the Initial Term and any applicable renewal term(s) are referred to as the “Term” of this Agreement). Zuercher will provide an invoice for renewal (“Renewal Notice”) to Client sixty (60) to ninety (90) days prior to the end of the then-current Term. The period for any renewal term may be redefined on subsequent maintenance and support services schedules.

3.0 MAINTENANCE AND SUPPORT SERVICES

3.1 During the term of this Agreement, Zuercher and/or its Subcontractors will provide the maintenance and support services as described in Addendum A for the software and hardware identified in Section 3 of Addendum A.

3.1.1 Maintenance and support for the Subcontractor Hardware and Software identified in Section 3 of Addendum A will be provided in accordance with the applicable

Subcontractor support terms as long as continued annual support for the applicable Subcontractor Hardware or Software is provided under this Agreement. As long as such Subcontractor Hardware or Software is covered under this Agreement or any subsequent renewal, Zuercher shall act as the primary point of contact and coordinate with the applicable Subcontractor to resolve support issues attributable to said Subcontractor Hardware or Software in accordance with the respective Subcontractor support agreement. If such Subcontractors are no longer covered under this Agreement, support will be provided in accordance with any applicable support and maintenance contract directly between Client and Subcontractor.

3.2 Zuercher reserves the right to change the terms and conditions upon which maintenance and support services shall be offered for renewal terms, subject to written notice to Client.

4.0 MAINTENANCE AND SUPPORT FEES

4.1 Annual maintenance and support fees under this Agreement shall be invoiced to Client by Zuercher. Zuercher shall notify Client prior to the end of the initial support term of the Maintenance and Support Fees for the first renewal term. Unless otherwise agreed in writing, Maintenance and Support fees shall be due on or before the commencement of each annual support term and are due for the Zuercher 911 Software applications and modules licensed to Client. Maintenance and Support Fees for the first renewal term and all renewals thereafter shall be subject to increase on an annual basis at a rate of 3%. Additional licenses purchased by Client, or applicable hardware supported under this Agreement, during any annual support period will result in additional support fees which shall be prorated to be coterminous with Client's then current support period.

4.2 If Client ceases to keep in force an annual Zuercher 911 Support Agreement, any resumption of annual support shall be subject to payment of the unpaid Maintenance and Support Fees for the previous twelve (12) month period as well as the current annual Maintenance and Support Fees, in addition to a Recertification (as defined in Section 10 below) fee of fifteen percent (15%).

4.3 All amounts due and payable hereunder shall, if not paid when due, bear a late charge equal to one and one-half percent (1-1/2%) per month, or the highest rate permitted by law, whichever is less, from fifteen (15) days after their due date until paid.

Remittance Address for Payments Only:

Zuercher Technologies LLC
4509 West 58th Street
Sioux Falls, SD 57108

4.4 Payments may be made by check, wire transfer, or Automated Clearing House ("ACH"). Zuercher will provide banking information if Client requests to pay by wire transfer or ACH.

5.0 CLIENT RESPONSIBILITIES

5.1 In addition to any other responsibilities or obligations of Client described in this Agreement, Client shall: (i) pay the Maintenance and Support Fees as and when due hereunder; (ii) notify Zuercher of any errors or defects it believes to exist in the Purchased System; (iii) cooperate with Zuercher to troubleshoot, diagnose and correct any errors or defects in the Purchased System; (iv) provide reasonable and appropriate access to the Purchased System, and provide and maintain the site requirements as further defined in the Implementation and License Agreement; and (v) not take any action or fail to take any action that would adversely affect the performance of the Purchased System.

6.0 OTHER VENDORS

6.1 Zuercher shall not be liable for or held accountable by the Client or third-party agencies with respect to any issues causing or resulting in delays, system failures, or system problems from the refusal by any vendor, the telephone company or any third party involved in supporting or delivering services and support arising out of their responsibilities for their delivered hardware, support, services, and software.

6.2 Zuercher recommends that Clients budget for workstation and server hardware refresh every three (3) and not longer than five (5) years from the date of installation in order to remain current with technology. For systems installed not later than five (5) years from the initial date of installation, Zuercher will provide services, including updates or upgrades, in accordance with the terms of this Agreement, provided that support for such hardware is still available from the applicable vendor or manufacturer.

6.3 For workstation or server hardware older than five (5) years from the date of initial installation, Client may request updates or upgrades. Zuercher at its discretion may provide support services for such hardware; however, Zuercher shall not be liable for or held responsible as a direct result of undertaking any processes when requested by the Client for providing replacement of systems, hardware, or software that are a part of or installed in systems older than five (5) years from date of original installation. Support services provided for workstation or server hardware older than five (5) years from the date of original installation are out of the scope of this Agreement. Such services will be billed separately to Client at Zuercher's then current rates for such services, including costs for hardware (workstation or server) or software, provided that support for such hardware is still available from the applicable vendor or manufacturer. Client is responsible for hardware upgrades, regardless of Zuercher's provision of software updates or upgrades under this Agreement.

6.4 Zuercher recommends that Clients budget for a telephony hardware refresh every three (3) to five (5) years. For telephony hardware older than five (5) years from the date of initial installation, Client may request updates or upgrades. Zuercher at its discretion may provide support services for such hardware; however, Zuercher shall not be liable for or held responsible as a direct result of undertaking any processes when requested by the Client for providing replacement of systems, hardware, or software that are a part of or installed in systems older than five (5) years from date of original installation. Support services provided for telephony hardware older than five (5) years from the date of original installation are out of the scope of this Agreement. Such services

will be billed separately to Client at Zuercher's then current rates for such services, including costs for hardware (telephony) or software, provided that support for such telephony hardware or software is still available from the applicable vendor or manufacturer. Client is responsible for hardware upgrades, regardless of Zuercher's provision of software updates or upgrades under this Agreement.

6.5 Telephone support for matters relating to issues arising from hardware or software provided by third parties and issues arising from changes to existing telephone switch programming, are not covered by this Agreement. Programming modification services by Zuercher required as a result of changes to the ALI Format by the telephone company are outside the scope of this Agreement. Client may request a quote from Zuercher to provide such services at Zuercher's discretion.

7.0 EXCLUSIONS

7.1 Zuercher's Maintenance and Support Service obligations hereunder shall not extend to, and expressly exclude, and Zuercher shall have no liability to Client or any other party for, any malfunction, damage or other matter arising out of or resulting from:

- (i) the operation, malfunction, or interface with any system, hardware, software or network provided or installed by any entity other than Zuercher;
- (ii) accident, unusual physical, electrical or electromagnetic stress, neglect, misuse or abuse of the Purchased System or modifications or repairs by Client, by operators thereof or by any other third parties not under the control or employ of Zuercher;
- (iii) failure to maintain the Purchased System in accordance with Zuercher's or the manufacturer's specifications;
- (iv) failure to install and use any updates, modifications and corrections provided by Zuercher;
- (v) defects that are outside of the Warranty Period (as defined in the Purchase Agreement);
- (vi) consumable supplies;
- (vii) Acts of God, including, without limitation, lightning strikes, fires, floods and severe weather;
- (viii) the reinstallation, tampering or other modification of the Purchased System, or any other hardware, systems and subsystems originally installed by Zuercher, by Client employees, operators thereof or by any other third parties not under the control or employ of Zuercher;
- (ix) operating system software; or hardware indicated as end-of-life, no longer supported, no longer sold by the developer or manufacturer, or in a condition that renders it ineffective for use for any reason;
- (x) third party hardware or software, or any delays, problems or interface difficulties developed as part of the process for delivering data to or receiving data from such hardware or software;
- (xi) third party software or hardware not provided by Zuercher; or
- (xii) any regulatory changes that require changes in existing hardware and software.

7.2 If Client requests and support is provided for issues resulting from one or more of the foregoing exclusions, Client shall pay Zuercher for such services at Zuercher's then current rates for such services, including any required materials. If Zuercher is required to travel onsite to provide such additional services, Client shall also reimburse Zuercher for its travel expenses related to such onsite support.

7.3 Maintenance and support for third party software, third party hardware, or system software (e.g., operating system, database, etc.) sold or licensed under the Purchase Agreement shall be subject to and provided in accordance with any maintenance agreements between Client and the suppliers thereof, or other third party maintenance providers, the provisions of the third party support terms if applicable provided hereto at Addendum C, provided that continued annual support for the applicable third party item is provided under this Agreement as further defined herein. If Client determines that an item of third party software, third party hardware, or system software provided under the Purchase Agreement does not perform as provided in the applicable vendor specifications, Client may contact Zuercher using the procedures described in Addendum B. Zuercher shall thereupon provide help desk services to Client with respect to the reported problem and provide reasonable assistance to Client in determining the causes of the reported problem. Reasonable assistance consists of an evaluation of the reported problem in order to determine if the problem is being caused by a Zuercher 911 Software issue or an issue with a third-party item that needs to be addressed by the applicable vendor. As part of the evaluation process, Zuercher will share with the Client non-proprietary information related to the diagnosis such as error messages, database trace information and other information that led Zuercher to diagnose the third-party item as the likely cause and which may aid the Client in seeking a resolution from the applicable manufacturer or vendor. For issues involving Windows Operating System (O/S) software (Microsoft) that generally affect the operation of the Zuercher 911 Software and are not caused by a Client-specific installation or configuration of the O/S, Zuercher will work with Microsoft to coordinate the resolution. Notwithstanding the above, Zuercher is not and shall not be a party to such third-party maintenance agreements nor shall Zuercher have any obligation or liability thereunder.

7.4 In no event shall Zuercher be responsible for providing support services for any component of the Purchased System that is end of life or no longer supported by the applicable vendor or manufacturer.

8.0 LIMITED WARRANTY/LIMITATION OF LIABILITY

8.1 Zuercher represents that the services provided hereunder shall be in accordance with commercially acceptable standards for such services.

8.1.1 Warranties for services provided by third party items are provided by the applicable vendor or manufacturer and will be passed through to Client.

8.2 ZUERCHER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR USE, TITLE OR NONINFRINGEMENT, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED BY ZUERCHER AND WAIVED BY CLIENT.

8.3 The total liability of Zuercher for any claim or damage arising under this Agreement or renewals thereof, whether in contract, tort, by way of indemnification or under statute shall be limited to direct damages which shall not exceed the Maintenance and Support Fees paid under this Agreement by Client to Zuercher for the twelve (12) month term during which the cause of action for such claim or damage arose.

8.4 IN NO EVENT SHALL ZUERCHER BE LIABLE, WHETHER IN CONTRACT OR IN TORT, FOR LOST PROFITS, LOST SAVINGS, LOST DATA, LOST OR DAMAGED SOFTWARE, OR ANY OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF THE USE OR NON-USE OF THE ZUERCHER 911 SOFTWARE, OR OTHERWISE RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER ZUERCHER HAD KNOWLEDGE OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.

9.0 SITE CONDITIONS

9.1 Client shall ensure that the PSAPs meet the following minimum requirements:

A. Requirements of the backroom computer hardware area:

- 1) Maintain clear floor space around racks and wall mounted hardware.
- 2) Maintain room temperatures below 80 degrees F. The best environmental conditions would consist of 70 degrees F or lower, with a maintained humidity at or below 25%.
- 3) Maintain an effective and easily accessible building system ground.
- 4) Ensure that no other hardware is plugged into the backroom UPS units utilized by the Purchased System.
- 5) Maintain high speed internet access to the system(s) for remote troubleshooting, diagnostics and repair.
- 6) Maintain dedicated telephone lines, as required in the Purchase Agreement, to each backroom system hardware component provided for remote notification and support.
- 7) Maintain all associated Networks that enable 9-1-1 calls to be received into the PSAP and Wide/Local-Area Networks that enable reliable connections to hardware (servers, workstations, printers, etc.) components that are included in the system solution.
- 8) Ensure that any remodeling or construction in or near the backroom hardware area, controls dust and debris to prevent direct or indirect damage to system components.

B. Requirements of the dispatch area:

- 1) Maintain workstation hardware location temperatures below 80 degrees F.
- 2) Ensure that no other hardware is plugged into workstation UPS units utilized by the Zuercher 911 Software.
- 3) Ensure that any remodeling or construction in or near the dispatch area, controls dust and debris to prevent direct or indirect damage to system components.

10.0 RECERTIFICATION

10.1 Termination of this Agreement will subject the Client's Purchased System to a recertification process before any resumption of annual support services. This recertification is offered for only the three (3) months (ninety days) immediately following expiration or termination of this Agreement. After that time, recertification may not be available without a complete software reissue and recertification by Zuercher.

11.0 TERMINATION

11.1 Zuercher may terminate this Agreement without further obligation or liability to Client if: (i) Client fails to pay any amounts as and when due hereunder and fails to make such payment within ten (10) days after written notice from Zuercher; (ii) Client fails to comply with any material term or condition of this Agreement and fails to remedy (if capable of being remedied) such breach within thirty (30) days after written notice from Zuercher; or (iii) Client's normal business operations are disrupted or discontinued for more than thirty (30) days by reason of insolvency, bankruptcy, receivership or business termination.

11.2 Client may terminate this Agreement (i) if Zuercher fails to comply with a material term or condition of this Agreement and fails to remedy (if capable of being remedied) such breach within thirty (30) days after written notice from Client; or (ii) Zuercher's normal business operations are disrupted or discontinued for more than thirty (30) days by reason of insolvency, bankruptcy, receivership or business termination.

11.3 Upon termination of this Agreement, all amounts owed to Zuercher shall be immediately due and payable, and Zuercher will cease performance of all obligations hereunder without any further obligation or liability to Client.

12.0 INDEMNIFICATION

12.1 Subject to the limitation of liability set forth in Section 8, each Party shall indemnify, defend and hold harmless the other from and against any and all third party claims, actions, judgments, liabilities, damages, costs and expenses, including without limitation, reasonable attorneys' fees and costs of litigation (collectively, "Claims"), with respect to any alleged or actual breach of this Agreement, and any alleged or actual bodily injury, including death, or damage to tangible property to the extent such injury or damage is caused by the wrongful or negligent acts or omissions of the indemnifying party, provided that such Claim is reported promptly in writing to the indemnifying party.

12.2 Client shall indemnify, defend and hold harmless Zuercher, its parent organization and affiliates, and its and their directors, officers, shareholders, employees, agents, representatives, contractors, subcontractors, successors and assigns from and against any and all Claims with respect to, arising out of or related to (i) missed calls or other issues caused by third party products or services related to emergency telephony systems; and (ii) Client's failure to maintain or Client's election not to maintain in force a current annual Zuercher 911 Support Agreement.

13.0 FORCE MAJEURE

13.1 Neither Party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of hardware or software from suppliers, default of a subcontractor or vendor to the party if such default arises out of causes beyond the reasonable control of such subcontractor or vendor, the acts or omissions of the other party, or its officers, directors, employees, agents, contractors, or elected officials, and/or other occurrences beyond the party's reasonable control ("Excusable Delay" hereunder). In the event of such Excusable Delay, performance shall be extended on a day-for-day basis or as otherwise reasonably necessary to compensate for such delay.

14.0 DISPUTE RESOLUTION

14.1 The Parties desire to first attempt to resolve certain disputes, controversies and claims arising out of this Agreement or any Addenda hereto before a Party begins litigation. Prior to commencing litigation, at the written request of either Party, the Parties agree to meet onsite at either Zuercher's or the Client's location as determined by the Parties and negotiate in good faith to resolve any dispute arising under this Agreement. Each Party shall be responsible for its associated travel costs. If the above negotiations do not resolve the dispute with sixty (60) days of the initial written request, either Party may take appropriate legal action.

15.0 NOTICES

15.1 Any notice or communication under this Agreement shall be in writing and shall be by U.S. Mail or telecopier to the Party receiving such communication at the address specified herein or such other address as either party may in the future specify to the other Party. Unless specified by appropriate notice otherwise, notices shall be given to the respective parties as follows:

Zuercher:

Zuercher Technologies, LLC

4509 West 58th Street

Attn: Contracts

Sioux Falls, SD 57108

Client:

Laurel Police Department

215 West 1st Street

Laurel, MT 59044

Telephone:

16.0 SUBCONTRACTORS

16.1 Zuercher may subcontract Maintenance and Support Services under this Agreement.

17.0 ASSIGNMENT

17.1 Neither Party may assign, sublet, or transfer any interest or obligation in this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld, and then only upon such terms and conditions as both parties may agree to set forth in writing. A merger or acquisition of all or substantially all of Zuercher's assets shall not be considered an assignment hereunder. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns.

18.0 WAIVER

18.1 In the particular event that either Party shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or any succeeding breach of this Agreement by either Party, whether of the same or any other covenant, condition or obligation.

19.0 COMPLIANCE WITH APPLICABLE LAW

19.1 The Parties shall comply with all federal, state and local laws applicable to all aspects of the services provided hereunder and their use.

20.0 GOVERNING LAW

20.1 Except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Montana without regard to its conflict of law provisions and not including the United Nations Convention on Contracts for the International Sale of Goods if such convention would otherwise be applicable.

21.0 ENTIRE AGREEMENT

21.1 This Agreement and its Addenda or amendment(s) represent the entire agreement between the parties hereto and a final expression of their agreements with respect to the subject matter of this Agreement and supersedes all prior written agreements, oral agreements, representations, understandings or negotiations with respect to the matters covered by this Agreement.

22.0 AMENDMENTS

22.1 No modifications or amendments to this Agreement shall be binding unless in writing and executed by each of the Parties hereto.

23.0 SEVERABILITY

23.1 If any provision, term, or condition of this Agreement is found to be or becomes unenforceable or invalid, it shall not affect the remaining provisions, terms and conditions of this Agreement, unless such invalid or unenforceable provision, term or condition renders this Agreement impossible to perform. Such remaining terms and conditions of the Agreement shall continue in full force and effect and shall continue to operate as the parties' entire Agreement.

24.0 INDEPENDENT CONTRACTOR

24.1 It is distinctly understood and agreed that the relationship of employer and employee, principal and agent, or joint venture does not and will not exist between Zuercher and the Client, and that Zuercher is an independent contractor of the Client.

25.0 COUNTERPARTS

25.1 This Agreement may be executed in one or more counterparts and by different Parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

26.0 PARAGRAPH TITLES

26.1 The division of this Agreement into sections and the use of headings of sections and subsections are for convenient reference only and shall not be deemed to limit, construe, affect, modify, or alter the meaning of such sections or subsections.

27.0 STATUTE OF LIMITATIONS

27.1 Neither Party may bring a cause of action arising from this Agreement more than four (4) years after the cause of action has accrued.

28.0 FACSIMILE SIGNATURES

28.1 The Parties may rely on a facsimile or electronic transmission as an original version of the other party's authorized signature to bind the other party and satisfy any applicable contractual requirements.

EACH PARTY’S ACCEPTANCE IS EXPRESSLY LIMITED TO THE TERMS HEREOF AND NO DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY PURCHASE ORDER, CONFIRMATION OR OTHER WRITING SHALL HAVE ANY FORCE OR EFFECT UNLESS EXPRESSLY AGREED TO IN WRITING BY EACH PARTY.

LAUREL POLICE DEPARTMENT

ZUERCHER TECHNOLOGIES, LLC

Accepted By (Signature)

Accepted By (Signature)

Printed Name

Printed Name

Title

Title

Date

Date

ADDENDUM A

MAINTENANCE AND SUPPORT SERVICE FEES

1. **Support and Maintenance Fees – Renewal Term.** The annual Maintenance and Support Fee year 2 will be \$11,132.02. Thereafter, Maintenance and Support Fees are subject to increase in accordance with the provisions of Section 4.0 of this Agreement. PSAP and hardware locations covered under this Agreement are listed below in Section 2. Support will be provided in accordance with Addendum B and Section 4 below.
2. **PSAP or Hardware Location.** Only the locations listed below are covered under this agreement:

Laurel Police Department
215 West 1st Street
Laurel, MT 59044

3. **Supported Hardware and Systems.** The following hardware and software are included in this Agreement:

Zuercher 911 Software:

Description	Quantity
911 Position	2
911 Server Software	1

Hardware – Zuercher recommends clients budget for a hardware refresh every 3-5 years to remain current with technology (refer to Section 6 of this Agreement).

4. Maintenance and Support Overview

24 x 7 x 365 Help Line Support:

Coverage is 24 hours a day, 7 days a week, 365 days a year, including holidays, for Emergency Calls as further defined in Special Note 1 in Addendum B below.

Software Support:

Coverage includes the use of remote diagnostics to troubleshoot an issue should one arise and provide software related repairs. On-site software support services are considered out of scope services and are not included in Client's annual support fee. Additional charges will be applicable for on-site software support services.

Software Updates:

Coverage includes any updates required for the Client's licensed Zuercher 911 Software, for the life of the system with a current maintenance package. Updates or upgrades that require on-site services for implementation will be invoiced to Client at Zuercher's then current rate for such services, including travel expense related to such on-site visit.

Moves, Adds, or Changes (MAC) Support:

Coverage includes 12 hours per year of remote MAC support.

Hardware Support:

Telephone support includes the use of remote diagnostics to troubleshoot an issue should one arise. If required, on-site service will be provided to address potential hardware repairs or replacement. Telephone coverage is provided 24 hours a day, 7 days a week, 365 days per year, including holidays, for emergency support as further defined in Special Note 1 in Addendum B below. UPS batteries are not covered.

Remote Monitoring – 24 x 7 x 365:

Coverage is provided 24 hours per day, 7 days per week, 365 days per year, and includes remote monitoring of the Client's Zuercher 911 system through a real-time IP connection to check system status and health. Should an issue arise, immediate notification of our service center occurs. A technician will be alarmed, and action will be taken to address the issue based on the severity. For low level issues that do not impact the ability to continue using the Zuercher 911 system, action may not be taken until the next business day.

Address for Shipping Hardware Repairs (managed by TriTech):

TriTech Software Systems
2324 Sweet Parkway Rd., P.O. Box 276
Decorah, IA 52101

ADDENDUM B

SOFTWARE ERROR CORRECTION GUIDELINES AND PROCEDURES

(1) Support services for Zuercher 911 are managed by TriTech. All Zuercher 911 Software errors reported by Client's personnel shall be resolved as set forth below. The response and resolution plan will be based upon the Service Level Agreement terms specified below by product. The Client may elect to downgrade the urgency of the issue if the operational impact is not severe. The Client may also request an upgraded response to a lower priority issue if the issue has a significant operation impact by requesting to speak to a supervisor/manager from TriTech's Customer Service Group.

(2) If Client determines a Software Error exists, Client shall immediately notify TriTech by telephone, followed by an error report in writing, setting forth the defects noted with specificity requested by TriTech.

Note (a): Critical or Urgent Priority Software Errors must be reported via telephone at the number listed in the Support Issues Priority and Response Matrix under section (8) below. If Critical Priority or Urgent Priority Software Errors are not reported via the telephone, the stated response and resolution times will not apply.

Note (b): High, Medium, and Low Priority Software Errors may be reported via email to the address listed in the matrix below, or through the Customer Service portal on TriTech's website.

(3) "Normal Customer Service Hours" (Business Hours) are 7:30a.m. through 7:30p.m. (Central), Monday through Friday, excluding TriTech holidays.

(4) The main support line will be answered by TriTech's Customer Service Department, or TriTech's answering service, depending on the time/day of the call. During Normal Customer Service Hours, a Customer Service Representative will directly answer the support telephone call. If a Customer Service Representative is not available to answer the call during Normal Customer Service Hours, the call will automatically be routed to the TriTech operator. If all Customer Service Representatives are busy, the operator will offer the option to leave a message, or in the case of a Critical Priority problem, as described below, locate a Customer Service Representative.

(5) Following Normal Customer Service Hours, the call will be automatically routed to TriTech's answering service. Any calls routed to the answering service will be escalated to an on-call Customer Service Representative for prompt follow-up and resolution, if required.

(6) During Normal Customer Service Hours, each issue will be assigned a ticket number. This number should be used for all subsequent inquiries relating to the original reported issue. Problems reported after Normal Customer Service Hours will be logged and assigned an issue number the next business day. Enhancement requests should be emailed to Inform911support@tritech.com.

(7) Reported system errors will be responded to and resolved in accordance with the Priorities and Response Matrix in Section 9 below. If requested or specified in the response time criteria below, a TriTech representative will return the call in a manner consistent with the priority and order in which the call was received. Client will make every effort to respond to TriTech in a timely fashion when requests are made for follow-up calls or additional documentation on the reported problem.

- a. If a response is not received, or a resolution is not provided in accordance with the Priorities and Response Matrix, the Client may request escalation of the issue in accordance with the TriTech Documentation.

(8) Priorities and Support Response Matrix

The following priority matrix relates to system errors resulting from the Zuercher 911 Software as further defined in this Agreement. Issues related to non-covered causes - such as network (excluding the Zuercher or TriTech provided closed network) and third-party products - are not included in this priority matrix and are outside the scope of this Agreement.

Zuercher 911 Response Matrix

Priority	Issue Definition	Response Time
Priority 1 – Critical Priority	A system down event which severely impacts the ability of Users to receive and process 9-1-1 calls. This is defined as the following: • Unable to answer 911 calls • Loss of ANI or ALI data; or • If a significant number of workstations are inoperable This means one or more critical components are non-functional disabling the Zuercher 911 system.	Normal Customer Service Hours: Telephone calls to 800.987.0911 will be answered and managed by the first available representative, or receive a call back within an average of five (5) minutes. After Normal Customer Service Hours: Thirty (30) minute call back after Client telephone contact to 800.987.0911. Priority 1 issues must be called in via 800.987.0911 during Normal Customer Service in order to receive this level of response.
Priority 2 – Urgent Priority	A serious issue with no workaround available, but not meeting the criteria of a Critical Priority, but which severely impacts the ability of Users to receive and process 9-1-1 calls. Such errors will be consistent and reproducible. Customer is experiencing intermittent failure or performance degradation of Zuercher 911 system however, essential parts of the Zuercher 911 system are functional.	Normal Customer Service Hours: Telephone calls to 800.987.0911 will be answered and managed by the first available representative, or receive a call back within and average of five (5) minutes. After Normal Customer Service Hours: Sixty (60) minute call back after Client telephone contact to 800.987.0911. Priority 2 issues must be called in via 800.987.0911 During Normal Customer Service in order to receive this level of response.

Priority	Issue Definition	Response Time
Priority 3 - High Priority	Normal Customer Service Hours Support: A System Error not meeting the criteria of a Critical or Urgent Priority, has a workaround available, but which does negatively impact the call-taker from receiving and processing 9-1-1 calls. A significant number of Zuercher 911 Users are negatively impacted by this error (e.g., does not apply to a minimal number of Zuercher 911 call-takers).	Normal Customer Service Hours: Telephone calls to 800.987.0911 will be answered and managed by the first available representative or receive a call back within 8 hours or the next business day, as applicable. High Priority issues may also be reported via Inform911support@tritech.com . High Priority Issues are not managed after Normal Customer Service Hours.
Priority 4 – Medium Priority	Normal Customer Service Hours Support: A System Error related to a user function which does not negatively impact the call-taker from receiving and processing 9-1-1 calls. This includes system administrator functions.	Normal Customer Service Hours: Telephone calls to 800.987.0911 will be answered and managed by the first available representative or receive a call back within 8 hours or the next business day, as applicable. Medium Priority issues may also be reported via Inform911support@tritech.com . Medium Priority issues are not managed after Normal Customer Service Hours.

Priority	Issue Definition	Response Time
Priority 5 – Low Priority	Normal Customer Service Hours Support: Cosmetic or Documentation errors, including Client technical questions or usability questions	Normal Customer Service Hours: Telephone calls to 800.987.0911 will be answered and managed by the first available representative or receive a call back within 8 hours or the next business day, as applicable. Low Priority issues may also be reported via Inform911support@tritech.com . Priority 5 (Low Priority) issues are not managed after Normal Customer Service Hours.

Priority	Resolution Process	Resolution Time
Priority 1 – Critical Priority	TriTech will provide a procedural or configuration workaround or a code correction that allows the Client to resume live operations on the production system. TriTech will determine whether to send a tech on-site for further troubleshooting and/or resolution of software errors. Additional fees will be applicable for such on-site services.	TriTech will work continuously (including after hours) to provide the Client with a solution that allows the Client to resume live operations on the production system. TriTech will use commercially reasonable efforts to resolve the issue as soon as possible and not later than 12 hours after notification. If new hardware is needed and there are no spares on site, TriTech will provide commercially reasonable efforts in shipping equipment as soon as possible to the customer site. Reported errors for supported hardware are addressed as further defined in the Special Notes below.
Priority 2 – Urgent Priority	TriTech will provide a procedural or configuration workaround or a code correction that allows the Client to resume normal operations on the production system. TriTech will determine whether to send a tech on-site for further troubleshooting and/or resolution of software errors. Additional fees will be applicable for such on-site services.	TriTech will work continuously (including after hours) to provide the Client with a solution that allows the Client to resume normal operations on the production system. TriTech will use commercially reasonable efforts to resolve the issue as soon as possible and not later than 36 hours after notification. If new hardware is needed and there are no spares on site, TriTech will provide commercially reasonable efforts in shipping equipment as soon as possible to the customer site.
Priority 3 - High Priority	TriTech will provide a procedural or configuration workaround that allows the Client to resolve the problem. TriTech will determine whether to send a tech on-site for further troubleshooting and/or resolution of software errors. Additional fees will be applicable for such on-site services.	TriTech will work to provide the Client with a resolution which may include a workaround, configuration changes, or code correction within a timeframe that takes into consideration the impact of the issue on the Client and TriTech's User base. Priority 3 issues have priority scheduling in a subsequent release.

Priority	Resolution Process	Resolution Time
Priority 4 – Medium Priority	If TriTech determines that a reported Medium Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable.	TriTech will work to provide the Client with a resolution which may include configuration changes, or a workaround or code correction in a future release of the software. Priority 4 issues have no guaranteed resolution time.
Priority 5 – Low Priority	Low Priority issues are logged by TriTech and addressed at the company's discretion according to TriTech's roadmap planning process.	There is no guaranteed resolution time for Low Priority issues.

Special Notes:

1. **Software Maintenance** – TriTech shall distribute and install updates (e.g., bug fixes, patches) to the Client's licensed Zuercher 911 Software. From time to time at TriTech's discretion, updates to the TriTech Software and TriTech Documentation will be developed and provided to Client. All updates to the TriTech Software and TriTech Documentation shall be subject to the terms and conditions of the Purchase Agreement and shall be deemed licensed TriTech Software thereunder. (Updates do not include new versions or separate modules or functions that are separately licensed and priced.)

Maintenance and support for third party software, including system software (e.g., operating system software) is not included under this Agreement.

2. **Hardware Maintenance** – TriTech shall use same or equivalent hardware in repairing the system. When available, Client spares and parts will be used as directed. Client spares and parts will be replaced or Client reimbursed for their value. Where newer technology is requested by the Client, the Client will pay to TriTech in addition to the applicable Maintenance and Support Fee, the costs of such newer technology, including the time incurred by TriTech maintenance employees for the installation of the hardware billed at TriTech's then-current standard rates, and the actual hardware and materials costs. Hardware failures caused through the actions of a third-party vendor or by the Client's personnel directly, which cannot be resolved remotely, indirectly or through failure to observe standard operational guidelines for that hardware will result in both hardware and labor charges to correct the problem. Materials outside the scope of any warranties (if any) in effect, materials necessary to bring the site back into operational compliance will be direct billed to the Client.
3. **Hardware Support - Ship to TriTech** - Where telephone support has determined the apparent failure of a hardware component, the Client shall ship the component to TriTech's Iowa location for repair. Based upon component availability and the criticality of the component, a temporary spare may be shipped to the site. Contact will be made with the Client to discuss the condition and recommended action plan, and the acceptance of the action plan will be requested. TriTech reserves the right to make a determination of the scope of the problem and to elect to repair or replace the component at TriTech's sole discretion. TriTech will, with the exception of "acts of God", unauthorized third party (both vendors or employees of the Client) involvement with the hardware or software, and software or hardware operational errors or issues by Client personnel, fully support the repair with respect to the time and materials necessary to repair. Materials outside the scope of any warranties (if any) in effect, materials necessary to bring the site back into operational compliance will be direct billed to the Client. Failure by the Client to support the process of troubleshooting, proper component packaging to prevent shipment damage, component shipment, and component reinstallation, will make the Client liable for the cost of the responder and the response process (materials) to affect necessary system repairs. Client shall be responsible for freight costs to the Depot and TriTech shall be responsible for freight cost to the Client.

4. **Hardware Support - On-Site** – Where telephone support is not adequate to respond to problems, TriTech will dispatch either its own on-staff employees to the trouble site or an approved (by TriTech) and acceptable (by the Client) maintenance service provider which will be experienced and trained on the Purchased System. TriTech reserves the right to make a determination of the scope of the problem and to elect to make an on-site response. Contact will be made with the Client to discuss the condition and acceptance of an action plan will be requested. Failure by the Client to support the process for TriTech to make a site visit determination, particularly with respect to other maintenance providers will make the Client liable for the cost of the responder and the response process (materials). TriTech will respond to a site support process and, with the exception of “acts of God”, unauthorized third party (both vendors or employees of the Client) involvement with the Purchased System hardware or software, and software or hardware operational errors or issues by Client personnel, will fully support the repair with respect to the time necessary to repair. Materials outside the scope of any warranties (if any) in effect, materials necessary to bring the site back into operational compliance will be direct billed to the Client.

ADDENDUM C

THIRD PARTY SUPPORT

(Attach if Applicable)

Item Attachment Documents:

22. Resolution No. R19-30: A Resolution Of The City Council Authorizing The Mayor To Sign A Contract With Christison's Roofing For Roof Repairs On The Jaycee Hall.

RESOLUTION NO. R19-30

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO
SIGN A CONTRACT WITH CHRISTISON'S ROOFING FOR ROOF REPAIRS ON
THE JAYCEE HALL.**

BE IT RESOLVED by the City Council of the City of Laurel, Montana,

Section 1: Approval. The contract between the City of Laurel and Christison's Roofing relating to roof repairs for the City's Jaycee Hall, copy attached hereto, is hereby approved.

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

Introduced at a regular meeting of the City Council on June 18, 2019, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel, Montana, this 18th day of June 2019.

APPROVED by the Mayor this 18th day of June 2019.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, City Clerk/Treasurer

Approved as to form:

Sam S. Painter, Civil City Attorney

INDEPENDENT CONTRACTOR SERVICE CONTRACT

This Contract is made and entered into this 22nd day of May, 2019, between the City of Laurel, a municipal corporation organized and existing under the laws of the State of Montana whose address is P.O. Box 10, Laurel, Montana 59044, hereinafter referred to as "City" and Christison's Roofing, a contractor licensed to conduct business in the State of Montana, whose address is 6732 Pinto Drive, Shepherd, Montana 59079, hereinafter referred to as "Contractor".

SECTION ONE DESCRIPTION OF SERVICES

A. Purpose. City shall hire Contractor as an independent contractor to perform for City the services described in the Proposal dated May 4, 2019, attached hereto as Exhibits "A" and by this reference made part of this contract.

B. Effective Date. This contract is effective upon the date of its execution by both Parties. Contractor shall complete the services within 60 days of commencing work. The parties may extend the term of this contract in writing prior to its termination for good cause.

C. Scope of Work. Contractor shall perform his/her work and provide services in accordance with the specifications and requirements of this contract, any applicable Montana Public Work Standard(s) and Exhibit "A".

SECTION TWO CONTRACT PRICE

Payment. City shall pay Contractor five thousand, two hundred seventy two dollars and no cents (\$5,272.00) for the work described in Exhibits A. Any alteration or deviation from the described work that involves extra costs must be executed only upon written request by the City to Contractor and will become an extra charge over and above the contract amount. The parties must agree to extra payments or charges in writing. Prior to final payment, Contractor shall provide City with an invoice for all charges.

SECTION THREE CITY'S RESPONSIBILITIES

Upon completion of the contract and acceptance of the work, City shall pay Contractor the contract price, plus or minus any additions or deductions agreed upon between the parties in accordance with Sections one and two, if any.

SECTION FOUR CONTRACTOR'S WARRANTIES AND RESPONSIBILITIES

A. Independent Contractor Status. The parties agree that Contractor is an independent contractor for purposes of this contract and is not to be considered an employee of the City for any purpose hereunder. Contractor is not subject to the terms and provisions of the City's personnel policies or handbook and shall not be considered a City employee for workers' compensation or any other purpose. Contractor is not authorized to represent the City or otherwise bind the City in any dealings,

agreements or sub-contracts in any dealings between Contractor and any third parties. The City is interested solely in the results of this contract. Contractor is solely responsible for all work and work product under this contract, including techniques, sequences, procedures, and means. Contractor shall supervise and direct the work to the best of his/her ability.

B. Wages and Employment. Contractor shall abide by all applicable State of Montana Rules, Regulations and/or Statutes in regards to prevailing wages and employment requirements. Contractor shall comply with the applicable requirements of the Workers' Compensation Act. Contractor shall maintain workers' compensation coverage for all members and employees of his/her business, except for those members who are exempted as independent contractors under the provisions of §39-71-401, MCA. Contractor understands that all contractors or subcontractors working on publicly funded projects are required to have withheld from earnings a license fee of one percent (1%) of the gross contract price if the gross contract price is Five Thousand Dollars (\$5,000) or more. This license fee is paid to the Montana Department of Revenue pursuant to Montana law.

C. Unless otherwise specified by the terms of this Agreement, all materials and equipment used by Contractor on the Construction Project shall be new and where not otherwise specified, of the most suitable grade for their intended uses.

D. All workmanship and materials shall be of a kind and nature acceptable to the City.

E. All equipment, materials, and labor provided to, on, or for the Contract must be free of defects and nonconformities in design, materials, and workmanship for a minimum period beginning with the commencement of the work and ending one (1) year from completion and final acceptance by the City. Upon receipt of City's written notice of a defective or nonconforming condition during the warranty period, Contractor shall take all actions, including redesign and replacement, to correct the defective or nonconforming condition within a time frame acceptable to the City and at no additional cost to the City. Contractor shall also, at its sole cost, perform any tests required by City to verify that such defective or nonconforming condition has been corrected. Contractor warrants the corrective action taken against defective and nonconforming conditions for a period of an additional one (1) year from the date of City's acceptance of the corrective action.

F. Contractor and its sureties are liable for the satisfaction and full performance of all warranties.

G. Contractor has examined the facilities and/or has made field examinations. Contractor has knowledge of the services or project sought under this Contract and he/she further understands the site conditions to be encountered during the performance of this Contract. Contractor has knowledge of the types and character of equipment necessary for the work, the types of materials needed and the sources of such materials, and the condition of the local labor market.

H. Contractor is responsible for the safety of the work and shall maintain all lights, guards, signs, temporary passages, or other protections necessary for that purpose at all times.

I. All work is performed at Contractor's risk, and Contractor shall promptly repair or replace all damage and loss at its sole cost and expense regardless of the reason or cause of the damage or loss; provided, however, should the damage or loss be caused by an intentional or negligent act of the City, the risk of such loss shall be placed on the City.

J. Contractor is responsible for any loss or damage to materials, tools, work product or other articles used or held for use in the completion or performance of the Contract.

K. Title to all work, work product, materials and equipment covered by any payment of Contractor's compensation by City, whether directly incorporated into the Contract or not, passes to City at the time of payment, free and clear of all liens and encumbrances.

SECTION FIVE INDEMNITY AND INSURANCE

Contractor shall indemnify, defend and save City, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of Contractor or its agents or employees.

SECTION SIX COMPLIANCE WITH LAWS

Contractor shall comply with all federal, state, local laws, ordinances, rules and regulations. Contractor shall either possess a City business license or shall purchase one, if a City Code requires a business license.

SECTION SEVEN NONDISCRIMINATION

Contractor agrees that any hiring of persons as a result of this contract must be on the basis of merit and qualification and further that Contractor shall not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability or national origin.

SECTION EIGHT DEFAULT

If either party fails to comply with any term or condition of this Contract at the time or in the manner provided for, the other party may, at its option, terminate this Contract and be released from all obligations if the default is not cured within ten (10) days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law except for punitive damages. The Parties hereby waive their respective claims for punitive damages. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this Contract.

SECTION NINE TERMINATION

Either party may terminate the contract for their convenience upon thirty days written notice sent postage prepaid, to the addresses provided herein.

**SECTION TEN
GOVERNING LAW AND DISPUTE RESOLUTION**

The Parties agree that the laws of the State of Montana govern this Contract. The Parties agree that venue is proper within the Courts of Yellowstone County, Montana. If a dispute arises, the Parties, through a representative(s) with full authority to settle a dispute, shall meet and attempt to negotiate a resolution of the dispute in good faith no later than ten business days after the dispute arises. If negotiations fail, the Parties may utilize a third party mediator and equally share the costs of the mediator or file suit.

**SECTION ELEVEN
ATTORNEY FEES**

If any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all sums that either is ordered to pay, a reasonable sum for the successful party's attorney's fees and all costs charges and expenses related to the action.

**SECTION TWELVE
ENTIRE AGREEMENT**

This contract and its referenced attachment and Exhibit A contain the entire agreement and understanding of the parties and supersede any and all prior negotiations or understandings relating to this project. This contract shall not be modified, amended, or changed in any respect except through a written document signed by each party's authorized respective agents.

**SECTION THIRTEENTH
ASSIGNMENT OF RIGHTS**

The rights of each party under this Contract are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

**SECTION FOURTEEN
SEVERABILITY**

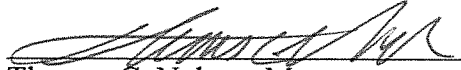
Each provision, section, or subsection of this Contract shall stand separate and independent of every other. In the event that a court of competent jurisdiction shall find any provision, section, or subsection of this contract to be invalid, the remaining provisions, sections, and subsections of this contract shall remain in full force and effect.

**SECTION FIFTEEN
PARAGRAPH HEADINGS**

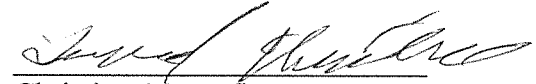
The titles to the paragraphs of this contract are solely for the convenience of the parties and shall not be used to explain, simplify, or aid in the interpretation of the provisions of this agreement.

SIGNED AND AGREED BY BOTH PARTIES ON THE 22ND DAY OF MAY 2019.

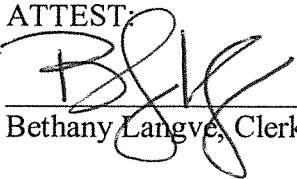
CITY OF LAUREL


Thomas C. Nelson, Mayor

CONTRACTOR


Christison's Roofing

ATTEST:


Bethany Langve, Clerk/Treasurer

Employer Identification Number



~~INVOICE~~

Quote

Christison's Roofing LLC.

The roof doctor

6732 Pinto Dr. Shepherd MT. 59079 406-628-4495

INVOICE # [100]

DATE:

5-4-2019.

TO City of Laura.
Laura MT

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
	Repair J.C. Roof	Due on receipt	

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
Repair 16' of Roof	Tear damage Roof off. clean up mess. Place 2x4 Bottom Plate on Flat Roof. Install 2x8's 16" O.C on Roof. Build support wall out of 2x6's Harcain clip 2x8 Rafters To pony wall. Screw Rafters 2x8's To Bottom Plate. and Top of Rafters Sheet with 5/8 waffle Board. Step Flash old Roof into new. Reshinghe Put new Fira on new Roof	TOTAL.	2636.00
	To Tear out all The Roof + Replace		5272.00

SUBTOTAL

SALES TAX

TOTAL



of Montana, LLC

"Serving Montana Since 1975"

66 River View Road
Park City, MT 59063
Phone (406) 256-5657

Proposal

Page No. 1 of 1 Pages

PROPOSAL SUBMITTED TO <u>City of Laurel</u>		PHONE <u>406-208-1885 - Matt</u>	DATE <u>5-14-19</u>
STREET <u>P.O. Box 10</u>		JOB NAME <u>Jaycee Hall</u>	
CITY, STATE AND ZIP CODE <u>Laurel, MT 59044</u>		JOB LOCATION <u>Riverside Park, Laurel</u>	
ARCHITECT	DATE OF PLANS	JOB PHONE	

Repair Wind damage to roof:

Repair & Replace ratters.

Install new decking, Ice & Water Shield
30 lb Titanium, new drip edge

Shingle to match existing.

Clean up and haul away all debris.

Price includes all material, Labor & permit

2 yr. Workmanship Warranty

WE PROPOSE hereby to furnish material and labor • complete in accordance with above specifications, for the sum of:

Eighty One Hundred Fifteen & 00/100 dollars (\$ 8,115.00)

Payment to be made as follows:

upon Completion

All material is guaranteed to be as specified, all work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders. And will become an extra charge over and above the estimate, all agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry life, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized
Signature: Rod Vetter

Note: This proposal may be withdrawn by us if
not accepted within 90 days.

ACCEPTANCE OF PROPOSAL The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Date of Acceptance X

Signature: X

Signature: _____

Item Attachment Documents:

23. Resolution No. R19-31: A Resolution Authorizing The Mayor To Execute A Contract For The City Prosecutor Position Between The City Of Laurel And Attorney Teague Westrope.

RESOLUTION NO. R19-31

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A
CONTRACT FOR THE CITY PROSECUTOR POSITION BETWEEN THE
CITY OF LAUREL AND ATTORNEY TEAGUE WESTROPE.**

BE IT RESOLVED by the City Council of the City of Laurel, Montana:

Section 1: Approval. The contract negotiated between the City of Laurel and Teague Westrope for the City Prosecutor position is accepted and hereby approved. A copy is attached hereto for convenience.

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

Section 3: Effective date. The effective date for the attached contract is hereby approved effective July 1, 2019.

Introduced at a regular meeting of the City Council on June 18, 2019, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel, Montana, this 18th day of June 2019.

APPROVED by the Mayor this 18th day of June 2019.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, City Clerk/Treasurer

Approved as to form:

Sam S. Painter, Civil City Attorney

ATTORNEY CONTRACT

THIS AGREEMENT, made and entered into by and between the City of Laurel, hereinafter referred to as Client, and Teague Westrope hereinafter referred to as "Attorney."

ATTORNEY CLIENT RELATIONSHIP: Client hereby employs Attorney to exercise the prosecutorial duties of the City Attorney for Client, which include the provision of prosecution services for Client for matters assigned and directed by Client. Client's Mayor and/or Chief Administrative Officer shall be the primary contact for Attorney and shall assign and direct the Attorneys' provision of criminal prosecution services in city court as well as all subsequent appeals. Attorney agrees to provide his/her own office, staff and equipment at no additional charge to Client. Client agrees to provide on-site workspace for Attorney immediately prior to and during any required court appearances. Client also agrees to provide copy paper upon request for services under this contract. Attorney agrees to spend a minimum of two (2) hours per week at Laurel City Hall in order to meet with pro se criminal defendants living in the Laurel area.

FEES: For services performed for Client by Attorney, Client agrees to pay Attorney the flat rate of \$4,583.33 per month or \$55,000.00 per year for services performed for Client by Attorneys from July 1, 2019 to June 30, 2021. In addition to the fees provided above, Client agrees to reimburse Attorneys for costs incurred during the course of representation. Attorney agrees to provide Client an invoice each and every month itemizing services rendered and costs incurred each and every month. Client agrees to pay Attorney each and every month for services rendered and costs incurred. Client understands that Attorney billing schedule is monthly.

COSTS: Costs are defined as all filing fees, court costs, subpoena costs, certified driving records for defendants, mail costs, copies of video-taped or DVD evidence, depositions, court report charges, expert witness fees, expert reports, witness statements, and travel expenses except as set forth herein, and any other disbursements or expenses incurred by Attorneys while representing Client. Photocopies shall be reimbursed at \$.05 per page. These costs may be billed monthly by Attorneys and, if unpaid, shall bear interest at the rate of one percent (1%) per month.

Travel costs beyond local travel shall be undertaken only upon Client's request. Client shall reimburse Attorney his/her actual costs of travel (other than local) and pay per diem at rates established by the State of Montana.

DURATION: This contract shall immediately commence on July 1, 2019 shall continue until June 30, 2021. Each party reserves the right to re-negotiate any material term of this contract prior to its expiration on June 30, 2021. At any rate, either party may terminate this agreement at any other time for any reason upon thirty (30) days written notice provided to the other party.

MODIFICATION: This contract or any provision thereof may be modified at any time upon mutual consent expressed in a mutually signed writing.

DATED this 31 day of May, 2019.

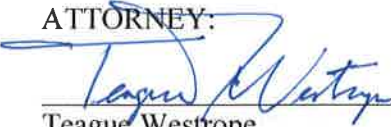
CITY OF LAUREL

Thomas Nelson, Mayor

ATTEST.

Bethany Langve, Clerk/Treasurer

ATTORNEY:



Teague Westrope