

COUNTY CONTRACT ROUTING FORM

NAME OF CONTRACT: Gallatin County Mutual Fire Protection Assessment Agreement

EFFECTIVE DATE: 7/1/95 EXPIRATION DATE: 6/30/96 RENEWAL DATES: (3) years -

[ALL CONTRACTS MUST BE COMPLETED A MINIMUM OF 10 DAYS PRIOR TO EFFECTIVE DATE]

RESPONSIBLE DEPARTMENT: Commissioners

NOTES/INSTRUCTIONS: _____

This needs to be reviewed - Gerry M. Higgins 11/21/96

FISCAL OFFICER APPROVED: Ed Blackman DATE: 12/3/96

COUNTY ATTORNEY APPROVED: Gerry M. Higgins DATE: 11/21/96

DATE RETURNED TO RESPONSIBLE DEPT: _____ DATE SIGNED BY OUTSIDE PARTIES: _____

DATE SIGNED BY COMMISSIONERS: _____ DATE ROUTED TO CLERK & RECORDER: _____

COUNTY CONTRACT NUMBER: 96-088 DATE INSURANCE BINDER RECEIVED: _____

WHO SHOULD RECEIVE COPY OF COMPLETED CONTRACT?

(Check appropriate Offices)

- | | |
|--|--|
| <input type="checkbox"/> CLERK AND RECORDER [ORIGINAL] | <input checked="" type="checkbox"/> FISCAL OFFICER |
| <input checked="" type="checkbox"/> RESPONSIBLE DEPARTMENT | <input type="checkbox"/> HEALTH - NURSING |
| <input checked="" type="checkbox"/> COUNTY ATTORNEY | <input type="checkbox"/> HEALTH - ENVIRONMENTAL |
| <input type="checkbox"/> COUNTY COMMISSIONERS | <input type="checkbox"/> REST HOME |
| <input type="checkbox"/> ASSESSOR | <input type="checkbox"/> ROAD OFFICE |
| <input type="checkbox"/> AUDITOR - C & R ACCOUNTING | <input type="checkbox"/> SHERIFF OFFICE |
| <input type="checkbox"/> DES | <input type="checkbox"/> WEED DEPARTMENT |
| <input type="checkbox"/> FACILITIES | <input checked="" type="checkbox"/> Aaron Holst <u>Asso/jine/agency available.</u> |

INSURANCE COMPANY (Name): _____

Attention: _____

OTHERS (Include: Entity, Mailing Address, Phone #, and Contact Person) _____

DATE C & R DISTRIBUTED: 1/16/97 (4)

GALLATIN COUNTY MUTUAL FIRE PROTECTION ASSISTANCE AGREEMENT

THIS AGREEMENT is made and entered into as of July 1, 1995, by and between the undersigned governments, fire districts and fire service areas in Gallatin County, Madison County, and Park County and supersedes any prior mutual fire protection agreements between or among the signatories.

W I T N E S E T H

WHEREAS, the signatory parties desire to augment fire protection in their areas pursuant to Sections 7-33-2108, 7-33-2202, 7-33-2405 and 7-33-4112, MCA; and

WHEREAS, it is beneficial for the signatory parties to this agreement to render mutual assistance in accordance with the terms of this agreement.

NOW, THEREFORE IT IS UNDERSTOOD AND AGREED AS FOLLOWS:

1. DEFINITIONS.

A. "Agency" means any signatory local government unit, fire district, fire service area, and where appropriate their respective fire departments.

- Amsterdam Rural Fire District
- Belgrade City Fire Department
- Belgrade Rural Fire District
- Bozeman City Fire Department
- Bridger Canyon Rural Fire District
- Clarkston Fire Service Area
- Fort Ellis Fire Service Area
- Gallatin Canyon Consolidated Rural Fire District
- Gallatin Gateway Rural Fire District
- Gallatin County
- Livingston City Fire Department
- Madison Valley Rural Fire District
- Manhattan City Fire Department
- Manhattan Rural Fire District
- Park County Rural Fire District No. 1
- Paradise Valley Fire Service Area
- Rae Fire Service Area
- Reese Creek Fire Service Area
- Sedan Rural Fire District
- Sourdough Rural Fire District
- Springhill Fire Service Area
- Storm Castle Fire Service Area
- Three Forks City Fire Department
- Three Forks Rural Fire District
- West Yellowstone City Fire Department
- Willow Creek Fire District

RECEIVED
Date 11-13-96
Clerk & Recorder
Gallatin County, Mont.

B. "Requesting Agency" means the agency asking for assistance.

C. "Responding Agency" means the agency sending assistance.

2. TERM.

A. This agreement shall be in effect until June 30, 1996, and shall automatically renew for additional three (3) year periods, unless amended or terminated. Any agency may request a review of the agreement six (6) months prior to an automatic renewal date by sending proposed amendments to all other agencies.

B. Any agency may withdraw from the agreement by giving at least sixty (60) days written notice to all other parties.

3. OPERATIONS.

A. Request and Response.

1. The fire chief or designee from any agency may request assistance from any other agency or agencies only when it is determined that such assistance is essential to protect life or property.

2. A request for assistance should include the type of equipment, the number of personnel and specify the location where needed. Giving assistance is not mandatory. However, if an agency cannot give assistance it shall immediately inform the requesting agency that assistance cannot be given.

3. A responding agency shall immediately determine what equipment or personnel or both can be spared and then dispatch the designated equipment and personnel.

B. Command at Fire Scene.

1. Personnel from the responding agency shall report to the requesting agency's fire chief or designee. The responding agency's equipment and personnel shall be under the immediate supervision and responsibility of the requesting fire chief or designee during the actual operation.

2. The requesting fire chief or designee may request an officer of a responding agency to assume command. However, relinquishing command shall not relieve the

requesting agency or responsibility for the operation.

3. All operations will be under the incident command system with at least one (1) safety officer present.

C. Release from Fire Scene.

1. A requesting agency shall release a responding agency when services are no longer required or when the responding agency is needed for fire protection in its own area.

4. REIMBURSEMENT.

A. Fuel and Reasonable Welfare Items.

1. A requesting agency shall provide fuel and reasonable welfare items for responding agencies. However, responding agencies may elect not to be reimbursed.

B. Responses to Area Outside of County Fire Districts or Service Areas.

1. For fires in areas not within a county fire district or fire service area, the fire chief or designee of the first responding agency dispatched by the county shall assume command upon arrival and verify and sizeup the situation.
2. Upon arrival of the fire chief or designee of the organization responsible for fire suppression in the area command will be transferred to this person.
3. If the county rural fire chief or designee determines equipment is necessary for fire suppression, the County shall compensate responding agencies on an hourly rate based on the fire equipment rate handbook (Department of State Lands D.S.L. 300 Manual). Compensation from the County shall be limited to \$500 per fire without specific approval of the County Commissioners. Responding agencies may elect not to be compensated.

5. RESPONSIBILITY AND LIABILITY.

A. Preparedness and Safety.

1. Each agency shall be responsible to see that its own equipment is properly maintained and safely operated and its personnel properly trained.

2. A responding agency will not be required to take action where the safety of personnel and equipment is in question.
3. Personnel of a responding agency shall be considered to be acting under the lawful orders and instructions of their own agency to and from the operation. They are not to be considered personnel or employees of any other agency.

B. Insurance and Damages.

1. Each agency shall obtain appropriate insurance for its equipment and personnel. Each agency shall obtain liability insurance in the amount of \$1,000,000 and shall give written proof of such insurance to the county fire chief, who shall give copies to the county commission.
2. Each agency shall be responsible for defending claims made against it or its personnel arising from participation in this agreement. Agencies shall not be obligated to defend claims made against another agency or its personnel.
3. Each agency shall be solely liable for any damage it may do to property or equipment including that damage to property or equipment of third parties in the requesting agency's area caused by the acts or omissions of any responding agency acting under the direction of the requesting agency.
4. If equipment or property of an agency is damaged or destroyed by the negligence of another agency, then the agency responsible shall be liable for damages. Authorized representatives of the agencies involved shall recommend a settlement agreement. If an agreement cannot be reached, then the question shall be submitted to a committee made up of the Gallatin County Sheriff, the County Rural Fire Chief, and representatives from each agency involved. The Gallatin County Fire Council Executive Board shall serve in an advisory capacity. If the committee's recommendation is not accepted, an agency may appeal to a court having jurisdiction.

6. INSURANCE BENEFITS.

- A. Gallatin County agrees to provide insurance for duly enrolled Gallatin County agency volunteer firefighters in at least the following amounts when the person is actively engaged in incident response or during transportation to or

from an incident under this agreement:

1. Accidental death or dismemberment - \$25,000
2. Accidental medical expense - \$10,000
3. Heart attack death benefit - \$25,000

B. This coverage will be furnished only for agencies which provide some disability insurance of their own for volunteer firefighters. Membership in the Montana Volunteer Firefighters' Compensation Act is acceptable for this purpose.

7. MONTANA FIRE CODES.

A. Applicable Montana Fire Codes apply to this agreement. Agencies not having NSHT 1/2" and 2 1/2" hose shall provide adapters to facilitate the use of hose and pumps on incoming equipment.

8. ADDITIONAL OPERATING PROCEDURES.

A. Agency fire chiefs are authorized to meet and draft procedures to implement this agreement. Such procedures shall become effective upon ratification by the Gallatin County Sheriff, the County Rural Fire Chief and the agency fire chiefs.

9. ADMINISTRATION, SEPARATE LEGAL ENTITY AND PROPERTY.

- A. No administrator or joint board is required to effect the purposes of this agreement.
- B. No separate legal entity is created as a result of this agreement.
- C. The ownership of property by each agency shall not be effected as a result of this agreement. Property acquired during the term of this agreement shall belong to the agency acquiring the property.

10. FILING OF AGREEMENT.

- A. The original of this agreement shall be filed with the Gallatin County Clerk and Recorder.
- B. Copies of this agreement shall be filed with each agency.

11. EFFECTIVE DATE OF AGREEMENT

A. This agreement shall be in effect when two (2) or more agencies are signatory to this agreement.

IN WITNESS WHEREOF, the signatories hereto have executed this agreement as of the day and year first above written.

GALLATIN COUNTY MUTUAL FIRE PROTECTION ASSISTANCE AGREEMENT

SIGNATURE PAGE

WEST YELLOWSTONE FIRE DEPARTMENT
Organization

MAYOR
Title

[Signature]
Signature

8/17/95
Date

Gallatin Gateway Fire
Organization

Board Member
Title

[Signature]
Signature

9-6-95
Date

Organization

Title

Signature

Date

Organization

Title

Signature

Date

Organization

Title

Signature

Date

RESOLUTION

A RESOLUTION BY THE BOARD OF DIRECTORS OF PARK COUNTY RURAL FIRE DISTRICT #1 HEREBY ESTABLISHING A MUTUAL AID AGREEMENT WITH SIGNATORY ENTITIES TO BENEFIT THOSE ENTITIES, WHEN AVAILABLE, WITH THE AGREED UPON ADDITIONAL FIRE PROTECTION.

WHEREAS, it is the desire to provide for and receive an augmentation of fire protection in the event of large fires or conflagrations;

WHEREAS, it is the policy of Fire District #1 to provide and receive requested aid, when available, to or from, another signatory entity when a mutual aid agreement has been reached;

WHEREAS, it is mutually deemed sound, desirable, practicable, and beneficial for the parties of a mutual aid agreement to render assistance among them in accordance with the terms of the agreement;

NOW THEREFORE, BE IT RESOLVED THAT:

The Board of Directors of Park County Rural Fire District #1 hereby adopt the terms of the Gallatin County Fire Protection Assistance Agreement dated July, 1995. This agreement does not supersede any other mutual aid agreements in place with other departments.

DATED AND PASSED THIS 11th DAY OF SEPTEMBER, 1995 BY THE BOARD OF DIRECTORS PARK COUNTY RURAL FIRE DISTRICT #1.

ATTEST:



Walt Adams
Park County Rural Fire District #1
Secretary

GALLATIN COUNTY MUTUAL FIRE PROTECTION ASSISTANCE AGREEMENT

SIGNATURE PAGE

Park County Rural Fire Dist #1
Organization

Director
Title

Walter M. Adams
Signature

12/4/95
Date

Organization

Title

Signature

Date

Organization

Title

Signature

Date

Organization

Title

Signature

Date

Organization

Title

Signature

Date

GALLATIN COUNTY MUTUAL FIRE PROTECTION ASSISTANCE AGREEMENT

SIGNATURE PAGE

Belgrade Rural Fire District
Organization

Chmn Board of Trusters
Title

James Galke
Signature

9/12/95
Date

City of Belgrade
Organization

City Manager
Title

John A. Monacchi
Signature

9/14/95
Date

Organization

Title

Signature

Date

Organization

Title

Signature

Date

Organization

Title

Signature

Date

GALLATIN COUNTY MUTUAL FIRE PROTECTION ASSISTANCE AGREEMENT

SIGNATURE PAGE

Hollister Canyon Consolidated Rural Fire District
Organization

Chairman
Title

Kirk Sege
Signature

8/29/95
Date

GCCRFD
Organization

Secretary
Title

Hank Miller
Signature

8/29/95
Date

GCCRFD
Organization

Member Board of Trustees
Title
Mulder Co

[Signature]
Signature

8/29/95
Date

GCCRFD
Organization

MEMBER BOARD OF TRUSTEES
Title
GALLATIN CO

[Signature]
Signature

8/29/95
Date

GCCRFD
Organization

TRUSTEE
Title

William Hesse
Signature

8-29-95
Date

GALLATIN COUNTY MUTUAL FIRE PROTECTION ASSISTANCE AGREEMENT

SIGNATURE PAGE

Gallatin County Commission
Organization

Chair
Title

Kris Dumm
Signature

8-2-95
Date

Amsterdam Rural Fire
Organization

Bel Trustee
Title

Del Van Der Bey
Signature

8-4-95
Date

RAE FIRE SERVICE AREA
Organization

BOARD MEMBER
Title

David C. Lucas
Signature

8-30-95
Date

CLARKSTON FIRE SERVICE AREA
Organization

BOARD MEMBER
Title

Donald E. Jensen
Signature

9-6-95
Date

REESE CREEK RURAL FIRE DISTRICT
Organization

CHIEF
Title

Michael J. Wachtel
Signature

9-6-95
Date

GALLATIN COUNTY MUTUAL FIRE PROTECTION ASSISTANCE AGREEMENT

SIGNATURE PAGE

Southough Rural Fire Dist.
Organization

Chairman of Board
Title of Trustees

[Signature]
Signature

9-5-95
Date

Willow Creek RFD
Organization

Fire Chief
Title

[Signature]
Signature

9/16/95
Date

Bridger Canyon RFD
Organization

Secretary - Treasurer
Title

[Signature]
Signature

9/27/95
Date

Organization

Title

Signature

Date

Organization

Title

Signature

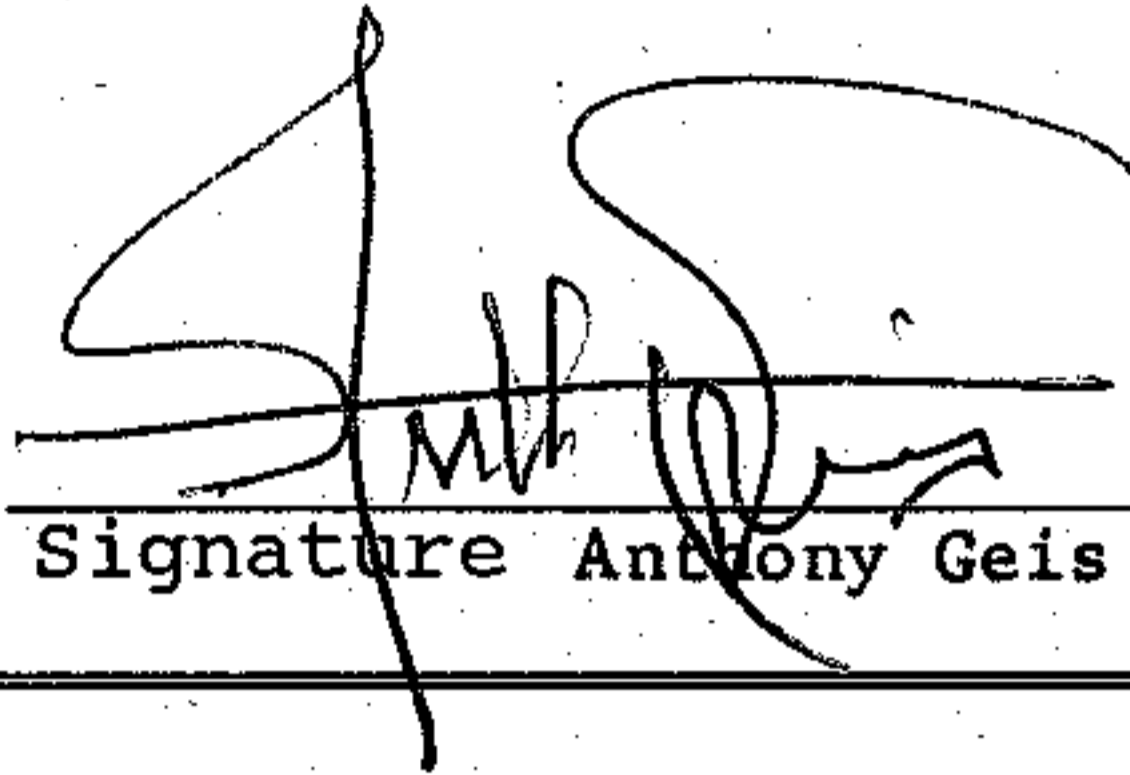
Date

GALLATIN COUNTY MUTUAL FIRE PROTECTION ASSISTANCE AGREEMENT

SIGNATURE PAGE

Fort Ellis Fire Service Area
Organization

Board of Trustees &
Secretary-Treasurer
Title



Signature Anthony Geis

12-28-1995
Date

Organization

Title

Signature

Date

Organization

Title

Signature

Date

Organization

Title

Signature

Date

Organization

Title

Signature

Date

GALLATIN COUNTY MUTUAL FIRE PROTECTION ASSISTANCE AGREEMENT

SIGNATURE PAGE

City of Three Forks
Organization

Mayor
Title

Gene L. Townsend
Signature

9/8/95
Date

T.F. Rural F.D.
Organization

Director
Title

Henry F. Neek
Signature

9/8/95
Date

Organization

Title

Signature

Date

Organization

Title

Signature

Date

Organization

Title

Signature

Date

GALLATIN COUNTY MUTUAL FIRE PROTECTION ASSISTANCE AGREEMENT

SIGNATURE PAGE

Springhill Fire Service Area
Organization

Fire Chief
Title

Bill W. [Signature]
Signature

12/02/96
Date

Organization

Title

Signature

Date

Organization

Title

Signature

Date

Organization

Title

Signature

Date

Organization

Title

Signature

Date

GALLATIN COUNTY MUTUAL FIRE PROTECTION ASSISTANCE AGREEMENT

SIGNATURE PAGE

CITY OF BOZEMAN

Organization

City Manager

Title

James E. Wyzanski
Signature

2-20-96

Date

ATTEST:

CITY OF BOZEMAN

Organization

Clerk of Commission

Title

Robin L. Sullivan
Signature

2-20-96

Date

Organization

Title

Signature

Date

Organization

Title

Signature

Date

Organization

Title

Signature

Date

GALLATIN COUNTY MUTUAL FIRE PROTECTION ASSISTANCE AGREEMENT

SIGNATURE PAGE

North Rural
Organization

Pres
Title

Robert Mason
Signature

7/2/96
Date

Town of Manhattan
Organization

Mayor
Title

David [Signature]
Signature

12/9/96
Date

Organization

Title

Signature

12/
Date

Organization

Title

Signature

Date

Organization

Title

Signature

Date