

This document has had the proof of insurance pages removed to accommodate file size

GALLATIN COUNTY FIRE PROTECTION MUTUAL AID AGREEMENT - 1997

THIS AGREEMENT will take effect between and among the signing agencies when two or more local governments, fire districts or fire service areas in Gallatin, Madison, Park, Broadwater, Beaverhead, or Jefferson Counties sign the Agreement. This Agreement will supersede all prior Gallatin County fire protection mutual aid agreements signed by the signatories of this Agreement.

W I T N E S S E T H

WHEREAS, the signatory agencies 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 agencies to render mutual aid 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, including but not limited to:

Amsterdam Rural Fire District
Beaverhead County Rural Fire District # 2
Belgrade City Fire Department
Belgrade Rural Fire District
Bozeman City Fire Department
Bridger Canyon Rural Fire District
Broadwater County Rural Fire District
Clarkston Fire Service Area
Clyde Park Town Fire Department
Clyde Park Rural Fire District
Dillon City Fire Department
Fort Ellis Fire Service Area
Gallatin Canyon Consolidated Rural Fire District
Gallatin Gateway Rural Fire District
Gallatin County
Gateway Hose Company #1 Rural Fire District (Gardiner)
Jefferson Valley Rural Fire District
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
Three Forks City Fire Department
Three Forks Rural Fire District
Townsend City Fire Department
West Yellowstone City Fire Department
Whitehall City Fire Department
Willow Creek Fire District
Wilsall Rural Fire District

- B. "Requesting Agency" means the agency asking assistance.
- C. "Responding Agency" means the agency sending assistance.

2. TERM.

A. This agreement shall be in effect until June 30, 2000, 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 agencies.

3. OPERATIONS.

A. Request and Response.

1. The fire chief or designee or incident commander 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 incident or emergency and 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 and inform the requesting agency.

B. Command at Incident Scene.

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

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

3. All operations will be under an incident management system as authorized by Section 8 of this Agreement.

C. Release from Incident.

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

4. REIMBURSEMENT.

A. Fuel and Reasonable Welfare Items.

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

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. Each agency shall provide written proof of such insurance at the time the agency signs the agreement. Such proof of insurance shall be kept in the office of Gallatin County's Fiscal Officer and the Gallatin County Clerk & Recorder. Each agency must ensure that such liability insurance remains in effect at all times the agency is a party to this Agreement. It shall be the responsibility of each agency to provide updates of written proof of such insurance, when issued, to the Offices of the Fiscal Officer and the Clerk and Recorder.

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.

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.

Applicable Montana Fire Codes apply to this agreement. Agencies not having NSHT 1 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.

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 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 affected 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.

The original of this Agreement shall be filed with, and copies may be obtained from, the Gallatin County Clerk and Recorder.

11. EFFECTIVE DATE OF AGREEMENT

This Agreement shall be in effect when two (2) or more agencies sign.

IN WITNESS WHEREOF, the undersigned, who are trustees or designated persons, have executed this Agreement on behalf of their Fire Department, Fire District, Fire Service Area, or local government entity, as of the day and year by their names.

GALLATIN COUNTY FIRE PROTECTION MUTUAL AID AGREEMENT

SIGNATURE PAGE

Gallatin County Commission
Organization

Title

Jane Jelenki
Signature

2-17-98
Date

Organization

Title

Phil Olson
Signature

2-17-98
Date

Organization

Title

William D. Zwick
Signature

2-17-98
Date

Organization

Title

Signature

Date

Organization

Title

Signature

Date

GALLATIN COUNTY FIRE PROTECTION MUTUAL AID AGREEMENT

SIGNATURE PAGE

Cam Rural Fire Bd of Trustees
Organization

Chairman
Title

Delva D Boy
Signature

8-11-97
Date

Organization

Vice Chairman
Title

Keith R. Linnick
Signature

8-11-97
Date

Organization

Secretary
Title

Thomas Williams
Signature

8-11-97
Date

Organization

Title

Signature

Date

Organization

VICAR
Title

Byron Venter
Signature

8-11-97
Date

GALLATIN COUNTY FIRE PROTECTION MUTUAL AID AGREEMENT

SIGNATURE PAGE

Gallatin Canyon V.F.D.
Organization

Fire Chief
Title

[Signature]
Signature

8/5/97
Date

Organization

Title

Signature

Date

Organization

Title

Signature

Date

Organization

Title

Signature

Date

Organization

Title

Signature

Date

GALLATIN COUNTY FIRE PROTECTION MUTUAL AID AGREEMENT

SIGNATURE PAGE

D. Dea Gail
NOTARY PUBLIC for the State of Montana
Residing at Livingston, Montana
My Commission Expires May 6, 1999

Park County Rural Fire Dist. #1
Organization

Fire Chairman
Title

Kenneth Hansen
Signature

Kenneth Hansen only
10-6-97
Date

Organization

Title

Signature

Date

Organization

Title

Signature

Date

Organization

Title

Signature

Date

Organization

Title

Signature

Date

GALLATIN COUNTY FIRE PROTECTION MUTUAL AID AGREEMENT

SIGNATURE PAGE

City of Three Forks
Organization

Mayor
Title

Gene L. Townsend
Signature

9/8/97
Date

Organization

Title

Signature

Date

Organization

Title

Signature

Date

Organization

Title

Signature

Date

Organization

Title

Signature

Date

GALLATIN COUNTY FIRE PROTECTION MUTUAL AID AGREEMENT

SIGNATURE PAGE

Three Forks Rural Fire
Organization

President
Title

Jack Jorgenson
Signature

9-8-97
Date

THREE FORKS RURAL FIRE
Organization

VICE PRESIDENT
Title

Jay Martin
Signature

9-7-97
Date

THREE FORKS RURAL FIRE
Organization

SEC. TREASURER
Title

Shirley J. Hecker
Signature

9-7-97
Date

THREE FORKS RURAL FIRE
Organization

Title

D. D. Ph
Signature

9-9-97
Date

Organization

Title

Ralph E. Wilcox
Signature

9-9-97
Date

GALLATIN COUNTY FIRE PROTECTION MUTUAL AID AGREEMENT

SIGNATURE PAGE

City of Townsend Fire Dept.
Organization

City of Townsend
Title Fire Chief

[Handwritten Signature]
Signature

9-9-97
Date

Organization

Title

Signature

Date

Organization

Title

Signature

Date

Organization

Title

Signature

Date

Organization

Title

Signature

Date

GALLATIN COUNTY FIRE PROTECTION MUTUAL AID AGREEMENT

SIGNATURE PAGE

Madison Valley Rural Fire District
Organization

Chairman [Signature] 8 Aug 77
Title Signature Date

Organization

Title Signature Date

Organization

Title Signature Date

Organization

Title Signature Date

Organization

Title Signature Date

GALLATIN COUNTY FIRE PROTECTION MUTUAL AID AGREEMENT

SIGNATURE PAGE

Willow Creek Rural Fire Dist
Organization

Fire Chief
Title

Henry A. Reed
Signature

7/16/97
Date

Organization

Title

Signature

Date

Organization

Title

Signature

Date

Organization

Title

Signature

Date

Organization

Title

Signature

Date

GALLATIN COUNTY FIRE PROTECTION MUTUAL AID AGREEMENT

SIGNATURE PAGE

Gallatin Gateway Fire
Organization

Chairman
Title

Samuel Harrison
Signature

8/2/97
Date

Organization

Title

Signature

Date

Organization

Title

Signature

Date

Organization

Title

Signature

Date

Organization

Title

Signature

Date

GALLATIN COUNTY FIRE PROTECTION MUTUAL AID AGREEMENT

SIGNATURE PAGE

Calumet Hose Co #1
Organization

Chairman
Title

W. E. Hape
Signature

9/14/97
Date

Organization

Title

Signature

Date

Organization

Title

Signature

Date

Organization

Title

Signature

Date

Organization

Title

Signature

Date

GALLATIN COUNTY FIRE PROTECTION MUTUAL AID AGREEMENT

SIGNATURE PAGE

Bridger Canyon Rural Fire District
Organization

Sec-Treasurer
Title

Seth A. Chase
Signature

9-11-97
Date

Ft. Ellis Fire
Organization

Trustee
Title

[Signature]
Signature

9/16/97
Date

RAE FIRE SERVICE AREA
Organization

CHAIRMAN - BOARD OF TRUSTEES
Title

David C. Lucas
Signature

9-16-97
Date

Organization

Title

Signature

Date

Organization

Title

Signature

Date

GALLATIN COUNTY FIRE PROTECTION MUTUAL AID AGREEMENT

SIGNATURE PAGE

Broadwater Co Rural Fire Dist
Organization

Chairman
Title

[Signature]
Signature

9-17-97
Date

Broadwater Co Rural Fire Dist
Organization

Sec
Title

[Signature]
Signature

9-17-97
Date

Broadwater Co Rural Fire District
Organization

Fire Chief
Title

[Signature]
Signature

9-17-97
Date

Organization

Title

Signature

Date

Organization

Title

Signature

Date

GALLATIN COUNTY FIRE PROTECTION MUTUAL AID AGREEMENT

SIGNATURE PAGE

Clackamas Fire Service Area
Organization

Board Member
Title

[Signature]
Signature

9/18/97
Date

Clackamas Fire Service Area
Organization

Board Member
Title

[Signature]
Signature

9-19-97
Date

Clackamas Fire Service Area
Organization

Board Member
Title
Fire Chief

[Signature]
Signature

9/22/97
Date

Clackamas Fire Service Area
Organization

Board Member
Title

[Signature]
Signature

9-22-97
Date

Organization

Title

Signature

Date

GALLATIN COUNTY FIRE PROTECTION MUTUAL AID AGREEMENT

SIGNATURE PAGE

SOUR DOUGH RFD.
Organization

Fire Chief
Title

Brian Crandell
Signature

09-08-97
Date

Organization

Title

Signature

Date

Organization

Title

Signature

Date

Organization

Title

Signature

Date

Organization

Title

Signature

Date

SIGNATORY PAGE

GALLATIN COUNTY

FIRE PROTECTION MUTUAL AID AGREEMENT - 1997

Belgrade Rural Fire District

NAME OF ORGANIZATION

James Balky, Chm

AUTHORIZED SIGNATURE

10/27/97

DATE SIGNED

SIGNATORY PAGE

GALLATIN COUNTY

FIRE PROTECTION MUTUAL AID AGREEMENT - 1997

REESE CREEK VOL F.D.

NAME OF ORGANIZATION

Michael J. Wachtel CHIEF

AUTHORIZED SIGNATURE

7-1-97

DATE SIGNED

GALLATIN COUNTY FIRE PROTECTION MUTUAL AID AGREEMENT

SIGNATURE PAGE

Springhill Fire
Organization

Assit. Fire Chief / Trustee
Title

John P. Mansfield
Signature

3/4/95
Date

Organization

Title

Signature

Date

Organization

Title

Signature

Date

Organization

Title

Signature

Date

Organization

Title

Signature

Date

GALLATIN COUNTY FIRE PROTECTION MUTUAL AID AGREEMENT

SIGNATURE PAGE

Paradise Valley Fire Service Area - Emergent
Organization

Chief
Title

Philip C. Frisom
Signature

3-7-98
Date

Organization

Title

Signature

Date

Organization

Title

Signature

Date

Organization

Title

Signature

Date

Organization

Title

Signature

Date

GALLATIN COUNTY FIRE PROTECTION MUTUAL AID AGREEMENT

SIGNATURE PAGE

JEFFERSON VALLEY RURAL FIRE DIST
Organization

Chairman
Title

Robert S. Sabak
Signature

2/14/98
Date

Town of Whitehall Fire Dept.
Organization

Mayor
Title

Dale J. Damm
Signature

3/12/98
Date

Organization

Title

Signature

Date

Organization

Title

Signature

Date

Organization

Title

Signature

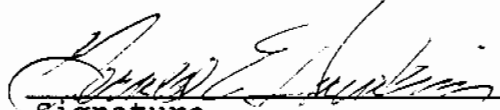
Date

GALLATIN COUNTY FIRE PROTECTION MUTUAL AID AGREEMENT

SIGNATURE PAGE

Beaverhead Fire District #2
Dillon Rural Fire Department
Organization

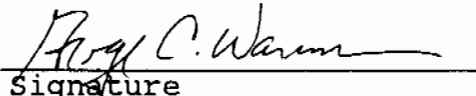
Chairman
Title


Signature

3/19/98
Date

City of Dillon
Organization

Mayor
Title


Signature

3/19/98
Date

Organization

Title

Signature

Date

Organization

Title

Signature

Date

Organization

Title

Signature

Date

COUNTY CONTRACT ROUTING FORM

CONTRACT NAME: Galatin Co Fire Protection Mutual Aid Agreement - 1997

START DATE: 2/17/98 END DATE: 6/30/2000 RENEWAL DATE: 3 yrs. automatic

RESPONSIBLE DEPARTMENT: County Commission

NOTES/INSTRUCTIONS: _____

FISCAL OFFICER APPROVED: [Signature] DATE: 2/17/98

COUNTY ATTORNEY APPROVED: MDL by SSS DATE: 2/19/98

RETURNED TO RESPONSIBLE DEPARTMENT FOR OUTSIDE PARTY'S SIGNATURE: _____

SENT TO COMMISSIONERS FOR SIGNATURE: Signatures obtained 2/17/98

FILE WITH CLERK & RECORDER: 2/17/98 CERTIFICATE OF INSURANCE RECEIVED: checked by MDL SSS

WHO SHOULD RECEIVE COPY OF COMPLETED CONTRACT?
(Check appropriate Offices)

- | | |
|--|---|
| <input type="checkbox"/> CLERK AND RECORDER [ORIGINAL] | <input 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 type="checkbox"/> PERSONNEL |

SEND DUPLICATE ORIGINALS TO: _____

INSURANCE COMPANY (Name): _____

Attention: _____

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

