

RESOLUTION NO. R18-20

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO SIGN AN
ADDENDUM TO THE EXISTING MUTUAL AID AGREEMENT FOR FIRE FIGHTING
AGENCIES THROUGHOUT YELLOWSTONE COUNTY.**

WHEREAS, the City's fire department and firefighting agencies throughout Yellowstone County best serve the city and county citizens by agreeing to mutually aid one another should the need arise; and

WHEREAS, the firefighting agencies previously reached a collective agreement that accomplishes this objective and such agreement currently needs modification to add a new fire suppression organization created by the Yellowstone County Commissioners; and

WHEREAS, City staff has reviewed the attached Addendum #1 and finds it acceptable and in the best interest of the City.


NOW THEREFORE BE IT RESOLVED by the City Council of the City of Laurel, Montana, that the Mayor is authorized to sign the attached Addendum #1 to the existing Yellowstone County Mutual Aid Agreement on behalf of the City of Laurel.

Introduced at a regular meeting of the City Council on May 15, 2018, by Council Member
Herr.

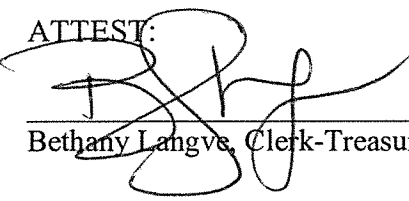
PASSED and APPROVED by the City Council of the City of Laurel this 15th day of May 2018.

APPROVED by the Mayor this 15th day of May 2018.

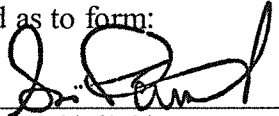
CITY OF LAUREL


Thomas C. Nelson, Mayor

ATTEST:


Bethany Langve, Clerk-Treasurer

Approved as to form:


Sam Painter, Civil City Attorney

YELLOWSTONE COUNTY ALL RISK
MUTUAL AID AGREEMENT

PURPOSE

This agreement is made between the undersigned Fire Organizations in Yellowstone County and supersedes any prior county wide mutual fire protection agreements.

AUTHORITY

WHEREAS, the signatory parties are vulnerable to natural, man-made or war caused disasters such as, but not limited to: range, timber, and structure fires, floods, tornadoes, hazardous materials emergencies, earthquakes, winter storms, or enemy attack, which could overtax or exhaust local resources; and

WHEREAS, the signatory parties desire to augment fire protection in their areas pursuant to Sections 7-33-2108, 7-33-2202, 7-33-4112 and 10-3-202 MCA; and

WHEREAS, it is beneficial for them to render mutual assistance in accordance with these terms and it is in the public's interest that a mutual aid agreement is implemented;

NOW, THEREFORE, IT IS UNDERSTOOD AND AGREED AS FOLLOWS:

1. DEFINITIONS

- A. "Agency" means any signatory fire department or fire company.
- B. "Requesting Agency" means the agency asking for assistance.
- C. "Responding Agency" means the agency sending assistance.
- D. "I.C." means Incident Commander or person in charge of the operation/situation.
- E. "Yellowstone County Fire Council" means the member agencies of that organization as established by the by-laws for the Yellowstone County Fire Council. The Yellowstone Fire Council is comprised of most Rural and Municipal Fire Departments in Yellowstone County.

2. DURATION AND REVIEW

- A. Duration: This agreement shall be effective upon execution by all agencies and shall continue thereafter unless amended or terminated. Any agency may withdraw from the agreement by giving at least thirty (30) days written notice to all other agencies.
- B. Review: Any agency may request a review of the agreement by sending proposed amendments to the Yellowstone County Fire Council. Each member agrees that the Fire Chiefs or their representatives shall meet at least annually to review availability of equipment, material and personnel, and to reassess coordination of operations. The Fire Chiefs may schedule emergency drills to assure response capability and effectiveness, providing the participating members agree to the drill.

3. OPERATIONS

A. REQUEST AND RESPONSE

- 1. The Fire Chief or designee from any participating agency may request assistance from any other agency or agencies only when it is determined that such assistance is essential to protect life and 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 inform the requesting agency that assistance cannot be given.

3. The responding agency shall determine what equipment and/or personnel can be provided and then dispatch the designated equipment and/or personnel. Each member agrees that equipment, material and/or personnel may be withheld or withdrawn by the responding member's own authority.

B. COMMAND AT THE FIRE SCENE

1. Personnel from the responding agency shall report to the requesting agency's IC. The incident commander of the requesting party has overall responsibility for command of the resources provided by the responding party. However, the responding agency's own staff shall remain in control of the operation of the responding agency's equipment according to the responding agency's policies.
2. The nationally recognized Incident Command System (NIMS) shall be utilized by all agencies.

C. RELEASE FROM THE 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 or other emergencies in its own jurisdiction.

4. COMPENSATION

1. Each party agrees that it will not seek from the other party compensation for services rendered under this Agreement. Each party hereto shall at all times be responsible to its own employees for the payment of wages and other compensation and for carrying workmen's compensation upon said employees; and each party shall be responsible for its own equipment and shall bear the risk of loss therefore, irrespective of whether or not said personnel and equipment are being used within the area of primary responsibility of that party. However, if the fire suppression chemicals are utilized by the responding party, the requesting party shall compensate the other party for the actual cost of such chemicals.
2. If any costs incurred by any agency in situations where this Agreement has been implemented are reimbursable, due to county, state or presidential disaster declaration, item 1 becomes null and void in areas included under a disaster declaration in order to allow appropriate reimbursement.

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 are 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. **INDEMNIFICATION:** The Requesting Agency shall indemnify, defend, save, and hold the Responding Agencies harmless from any and all claims, cause of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including reasonable attorneys' fees and costs, arising from any wrongful or negligent act, error or omission of the Requesting Agency or any agent, employee or subcontractor as a result of the Requesting Agency's performance pursuant to this Agreement.

1. The Requesting Agency shall not indemnify, defend, save, and hold the Responding Agencies harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or attorneys' fees and costs arising from wrongful or negligent acts, errors or omissions solely of the Responding Agency occurring during the course of or as a result of the performance of this Agreement.
2. Where claims, lawsuits or liability, including attorneys' fees and costs arise from wrongful or negligent acts of both the Requesting Agency and Responding Agency or Agencies, the Requesting Agency shall indemnify, defend, save, and hold the Responding Agency or Agencies harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including attorneys' fees and costs, which result from the Requesting Agency's wrongful or negligent acts occurring as a result from the Requesting Agency's performance pursuant to this Agreement.

C. **INSURANCE:** Each party to this agreement shall, at their expense, obtain and keep in full force and effect adequate insurance against general liability, automobile liability and physical damage, with policy limits of not less than \$1,500,000 per occurrence, and worker's compensation to cover loss, damage, or injury to persons or property which might arise out of the performance of their duties under this agreement. Each entity shall produce a copy of the Certificate of Insurance to every agency of this agreement annually and not later than September 1st of each year, or upon request.

6. FILING OF AGREEMENT

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

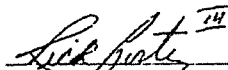
7. ADMINISTRATION OF AGREEMENT

- A. This agreement shall be administered by representatives from each agency involved.
- B. The agreement shall be in effect when two (2) or more agencies are signatory to this agreement.

This agreement shall become effective on the 13th day of December, 2011, by and between all agencies identified and signed below:


BLUE CREEK VFD

RICK CORTEZ^{III} FIRE CHIEF
Print Name and Title


Signature and Date

BROADVIEW VFD

Travis William Jones Fire Chief
Print Name and Title


Signature and Date

CUSTER VFD

Milton Mothershead Chief
Print Name and Title

Milton Mothershead 1/10/12
Signature and Date

HALEY BENCH VFD

Print Name and Title

Signature and Date

LOCKWOOD FIRE DISTRICT

William Rash Fire Chief
Print Name and Title

William Rash 1/10/12
Signature and Date

SHEPHERD VFD

PHILIP EHLERS
Print Name and Title

Philip Ehlers 1-10-12
Signature and Date

MOLT VFD

DLANE BJERKE CHIEF
Print Name and Title

Duane Bjerk 1-10-12
Signature and Date

WORDEN VFD

Lance Taylor Chief
Print Name and Title

Lance Taylor 1-10-12
Signature and Date

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

BY: [Signature]
TITLE: Chairman
DATE: 12/13/11

CITY OF BILLINGS

BY: Thomas W. Hanel
TITLE: Mayor
DATE: 11/14/11

CITY OF LAUREL

BY: [Signature]
TITLE: Mayor
DATE: 12-20-11

ATTEST:

[Signature]
Clerk and Recorder

YELLOWSTONE COUNTY ALL RISK

MUTUAL AID AGREEMENT- ADDENDUM #1

WHEREAS, Yellowstone County Board of County Commissioners created a new fire suppression organization within Yellowstone County who wishes to participate in the YELLOWSTONE COUNTY ALL RISK MUTUAL AID AGREEMENT, originally executed 13 December, 2011 and

WHEREAS, existing signatory parties wish to have the participation in the YELLOWSTONE COUNTY ALL RISK MUTUAL AID AGREEMENT expanded with no changes to the existing language to continue to provide a coordinated, cooperative response to all risk incidents within Yellowstone County.

THEREBY, the fire organizations participating in the YELLOWSTONE COUNTY ALL RISK MUTUAL AID AGREEMENT is expanded to include all signatory parties as executed below with no changes to the original terms of the agreement.

Blue Creek VFD

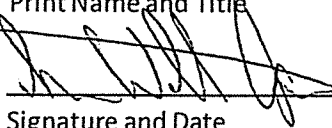
Print Name and Title

Signature and Date

Broadview VFD

Travis Jones Chief

Print Name and Title



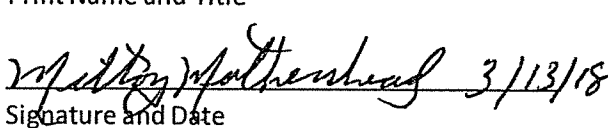
Signature and Date

3/13/18

Custer VFD

Hilton Mothershead Chief

Print Name and Title



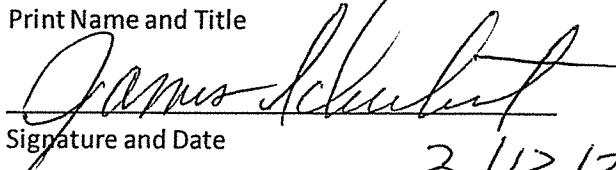
Signature and Date

3/13/18

Haley Bench VFD

JAMES Schubert

Print Name and Title



Signature and Date

3/13/2018

Lockwood Fire District

JOHN STALEY FIRE CHIEF
Print Name and Title

John Staley
Signature and Date

Shepherd VFD

PHILIP EHlers CHIEF
Print Name and Title

Philip Ehlers 13 MAR 2018
Signature and Date

Molt VFD

Print Name and Title

Signature and Date

Worden VFD

LANCE TAYLOR Chief
Print Name and Title

Lance Taylor 3-13-18
Signature and Date

Fuego VFD

MARC R. OSBORN Chief
Print Name and Title

Marc Osborn 4-3-18
Signature and Date

City of Billings

By: *Bruce M. Carlson*
Title: City Administrator
Date: 4/4/18

Board of County Commissioners
Yellowstone County, Montana

By: *[Signature]*
Title: Chairman

Date: March 13, 2018

City of Laurel

By: *[Signature]*
Title: Mayor

Date: 5/15/18

ATTEST:
[Signature]
Clerk and Recorder, Yellowstone County