

Interlocal Agreement for Fire Protection Services

CITY OF RED LODGE

RED LODGE RURAL FIRE DISTRICT #7

WHEREAS, the City of Red Lodge (hereinafter “the City”) and the Red Lodge Rural Fire District #7 (hereinafter “the District”) have a common and compelling public safety interest to provide and plan for high quality fire prevention, fire suppression, rescue, hazardous materials response and emergency medical services for the existing and future property owners and residents within their respective jurisdictions; and

WHEREAS, Montana’s Interlocal Cooperation Act, MCA §7-11-101 et.seq., permits local government units to make the most efficient use of their powers by enabling them to cooperate with other local government units on a basis of mutual advantage, and thereby to provide services and facilities in a manner, and pursuant to forms of governmental organization, that will, accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the City has the authority to contract for its fire services pursuant to MCA Section 7-33-4101; and

WHEREAS, the District has the authority to enter into contracts for fire protection services pursuant to MCA Section 7-33-2107; and

WHEREAS, the City and the District are willing to commit to this Agreement in order to promote efficient delivery of the services to the residents and property owners within the entity's respective jurisdictions and the community at large; and

WHEREAS, the City and the District each have a volunteer fire department and furnish the members of their respective fire departments with fire apparatus and equipment for the prevention and extinguishment of fires within their respective jurisdictions; and

WHEREAS, the City and the District have determined that it will be more efficient for the District to provide fire protection services, including personnel, apparatus and equipment through this Agreement; and

WHEREAS, the City and the District have agreed that annexing the City into the District in accordance with MCA §7-33-2125 will provide the most efficient and cost effective means of providing fire protection; and

WHEREAS, the City and the District agree that until such time as annexation can be accomplished, the District shall administer the City’s Fire Department, including personnel, apparatus and equipment in such a way that there will be no reduction to the current level of service; and

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WHEREAS, the Interlocal Cooperation Act requires each party's governing body who enters into an interlocal agreement to authorize and approve the interlocal agreement; and

WHEREAS, it is the intention of the City and the District that this Agreement shall supersede all previous Interlocal Agreements between these two parties.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the Parties agree to the following:

I. PURPOSE OF AGREEMENT:

A The purpose of this Agreement is to make the most efficient use of the available joint resources such as personnel, apparatus, equipment, real property, operation or administrative functions, and facilities in order to meet the current and future needs of both parties as well as the communities they serve through joint or cooperative undertakings.

II. RESPONSIBILITIES OF FIRE DISTRICT #7:

A District shall provide both emergency and non-emergency fire response and all other services that are currently provided and beneficial to the citizens of the City. The district will provide a level of service to the City the same or better than they receive at the signing of the agreement.

B. Personnel and Provision of Service.

1. The parties agree District employees are not employees of the City and its employees are not subject to the terms and provisions of any City personnel policies and shall not be considered City employees for workers' compensation or any other purpose. District is not authorized to represent the City or otherwise bind the City in any dealings, agreements or sub-contracts with any third parties. The City is interested solely in the services and results of this agreement. District is solely responsible for all services and work under this agreement, including personnel, equipment, vehicles, techniques, sequences, procedures, and means. District shall supervise and direct the services and work to the best of its ability to ensure the City receives the same or better service.
2. The Fire Chief and other officers shall be directly responsible to the Board of Trustees of the District in accordance with Montana law. The Board of Trustees of the District shall have the responsibility of assuring that the duties owing the City specified in this Agreement or mandated by law are fulfilled.

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3. The District shall insure all property and apparatus identified in this section to the same degree as District assets. The City will be listed as a loss payee on all City owned capital property. The level of coverage will be presented to the City and will be deemed satisfactory to the City upon approval of a majority vote of the City Council.
4. Upon execution of this Agreement and during its term, the District shall assume sole responsibility for the maintenance, operation and repair of equipment as required to fulfill the obligations of this Agreement and the City shall in no event be liable for any such maintenance, operation or repair.
5. The District shall review and make appropriate recommendations regarding construction, developments, conditional use permits, and subdivisions within the City that relate to fire protection in accordance with City policy and ordinance, and may issue permits that relate to fire protection on behalf of the City and may collect fees for any and all services provided.
6. Upon the City reaching the conditions of MCA 7-33-2125 for annexation into the District, the District agrees to support and promote the annexation of the City into the District.

III. RESPONSIBILITIES OF THE CITY:

- A. In return for the services provided by Fire District #7, City shall:
 1. Compensate District for all services, equipment, vehicles and maintenance as agreed herein by paying Fire District #7 a sum equal to 28 City mils per year. Payments shall be made twice per year in two equal payments in July and January.
 2. Confer with representatives from District to select the level of service to be provided under this agreement and detailed in II B-1, and provide one person to participate in an oversight committee.
 3. Hydrants and Water. For the duration of this Agreement, the City agrees to allow the District to utilize the City fire hydrants and water to provide services under this Agreement. The district, in coordination with the City water department, will inspect and test fire hydrants as time and resources allow. The City shall maintain hydrants in good working order.
 4. Consult with District prior to approving any contract or agreement that significantly impacts the District's provision of services or equipment hereunder.
 5. The City grants to the District permission to use and possess City equipment used for fire protection in fulfillment of the obligations of this Agreement until such time this Agreement is terminated. E71 (the type 1 fire truck owned by the City) shall only be used on hard packed surfaces

IV. BUDGET AND FINANCING:

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District shall adequately budget for and fund the cost of associated with providing services under this agreement. District shall provide the City a financial report at least quarterly unless requested by the City to do otherwise.

V. DISPOSITION OF EQUIPMENT UPON TERMINATION:

Upon termination of this agreement, each Party will retain ownership of the vehicles or property titled in their respective names. However, District will transfer to the City equipment and supplies reasonably contained on Fire apparatus owned by the City and generally used by District to provide services under this agreement. All equipment returned to the City will be good condition excepting normal wear and tear.

VI. DURATION:

This Interlocal Agreement is effective on July 1 of 2014 and continues for 3 years and shall automatically renew for successive 3 year terms or until such time as either party hereto terminates this agreement or until annexation of the City into the District pursuant of MCA 7-33-2125.

VII. MODIFICATION:

The Parties may modify this agreement through a subsequent written and signed agreement that is approved by the governing board of each party.

VIII. DISPUTE RESOLUTION:

If a dispute arises, the Parties, through a representative(s) with authority to represent and negotiate on a party's behalf, shall meet and attempt to negotiate a resolution of the dispute in good faith no later than fifteen 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. Each party can submit the names of three

IX. TERMINATION:

This agreement will automatically terminate upon annexation of the City into the District, or as provided in Section VI, the governing body of either party, by resolution or similar action, may terminate this agreement with or without cause effective on the 30th day of June of any year by providing six months advanced written notice. Written notice shall be either hand delivered or sent by United States Mail postage prepaid, to the other party at the following address:

Board Chair

Red Lodge Rural Fire District #7

PO Box 318

Mayor

City of Red Lodge

PO Box 9

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Red Lodge, Montana

Red Lodge, Montana

X. Miscellaneous Provisions:

1. **Mutual Waiver and Indemnification.** The City waives any and all claims and recourse against the District or its officers, agents or employees, including the right of contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incident to the performance of this Agreement except claims arising from the intentional misconduct, recklessness or gross negligence of the District or its officers, agents or employees. The City will indemnify, hold harmless, and defend the District and its agents, principals, and employees from and against any and all liability (including liability where activity is inherently or intrinsically dangerous), damages, losses or costs, including but not limited to reasonable attorney's fees arising out of or resulting from the City's negligence, recklessness, or intentional misconduct, or from the City's failure to comply with the requirements of this Agreement or with all federal, state and local law applicable to the performance of this Agreement but only to the extent that the liability, damages, losses, or costs are caused by the negligence, recklessness, or intentional misconduct of the City. In the event of an action filed against the District resulting from the City's performance under this Agreement, the District may elect to represent itself and incur all costs and expenses of said action.
2. The District waives any and all claims and recourse against the City or its officers, agents or employees, including the right of contribution for loss or damage to person or property arising from, growing out of, or in any way connected with or incident to the performance of this Agreement except claims arising from the intentional misconduct, recklessness or gross negligence of the City or its officers, agents or employees. The District will indemnify, hold harmless, and defend the City and its agents, principals, and employees from and against any and all liability (including liability where activity is inherently or intrinsically dangerous), damages, losses or costs, including but not limited to reasonable attorney's fees arising out of or resulting from the District's negligence, recklessness, or intentional misconduct, or from the District's failure to comply with the requirements of this Agreement or with all federal, state and local law applicable to the performance of this Agreement but only to the extent that the liability, damages, losses, or costs are caused by the negligence, recklessness, or intentional misconduct of the District. In the event of an action filed against the City resulting from the District's performance under this Agreement, the City may elect to represent itself and incur all costs and expenses of said action.
3. **Remedies.** In the event of default on the terms of this Agreement, either party shall have the right to terminate this Agreement, and pursue all remedies available to it at law or in equity. The parties shall further be entitled to all costs incurred in the collection of amounts owed pursuant to this Agreement, including attorney fees and court costs.
4. **Laws and Regulations.** The City and the District shall comply with all applicable state, federal and local laws and regulations. If during the term of this Agreement new laws or regulations become applicable, the City and the District shall also comply with them.

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5. Venue. An action to enforce this Agreement shall be brought in the District Court, Carbon County, Montana.

6. Interpretation.
 - a. This Agreement shall be governed and interpreted according to the laws of the State of Montana.
 - b. Section headings are for convenience only and are not intended to define or limit any provisions of this Agreement.

7. Non-Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach. No covenant, term, or condition of this Agreement shall be deemed waived by either party unless such waiver shall be reduced to writing and signed by the parties.

8. Severability. If any part of this Agreement shall be found to be invalid or unenforceable, such finding shall not affect the validity or enforceability of any other provisions hereof which can be given effect in the absence of the parts determined to be invalid or unenforceable.

9. Entire Agreement. This document represents the entire and integrated Agreement between the City and the District. This Agreement may be amended only by written instrument signed by both of these parties.

10. Non-Assignment. The City and the District, respectively, bind themselves, their successors, assigns and legal representatives to the other party and to the successors, assigns and legal representatives with respect to all covenants, terms, or conditions of this Agreement. The City and the District shall not assign this Agreement without the written consent of the other.

11. Filing. This Agreement shall be filed with the Carbon County Clerk and Recorder and Montana Secretary of State, as required by Section 7-11-107, MCA.

This Agreement is made and entered into on this ____ day of _____, 2014 by and between the City of Red Lodge, a political subdivision of the State of Montana, PO Box 9, Red Lodge, Montana, 59068 and the Red Lodge Rural Fire District #7, PO Box 318, Red Lodge, Montana, 59068, a political subdivision of the State of Montana.

Red Lodge Rural Fire District #7

City of Red Lodge

By _____

By _____

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Officer and Title

Date

Officer and Title

Date

ATTEST:

ATTEST:

Fire District #7 Secretary

Date

Clerk

Date

Red Lodge Fire Rescue

Administrative Oversight Committee

Committee Purpose, Scope, and Mission

Consolidation of the operations and administration of the Red Lodge Rural Fire District, Red Lodge Roberts Ambulance District, and the City of Red Lodge Fire Department will require communication, coordination, and oversight of operations. It is impractical for the three governing bodies to meet regularly to coordinate this oversight and to ensure that the provision of services is met in a fair and equitable manner.

The creation of an Administrative Oversight Committee to review expenditures, policy, service provision, and represent the interests of their respective agencies is required. The Committee will be formed with the intent that it will operate collaboratively and in good faith to ensure that the overall mission of Red Lodge Fire Rescue is achieved in an effective and efficient manner.

This committee will be comprised of members appointed by each participating jurisdiction and shall formally report to the Rural Fire District board at regular board meetings. The members must be appointed board members of their respective boards, and shall serve at the pleasure of their board members. Each involved agency Board shall appoint one member to this Oversight Committee. The Oversight Committee will serve in an advisory role to the Fire Chief and will make recommendations to the involved governing boards on matters of policy, budget, operations, and administration.

The committee will meet with the Fire Chief or his designee at least monthly to discuss matters of interest. The Fire Chief or his designee shall then report to the committee on operational and administrative matters of interest.

The Committee shall make formal recommendations to the Rural Fire District Board regarding department operations and administration to include budget, finances, personnel, logistics, and service delivery. The Board should be empowered to review expenditures and sign checks. Recommendations shall be made to the Rural Fire District Board by consensus. Decision making ability rests with the Rural Fire District Board, taking into consideration the recommendations of the Administrative Oversight Committee.