



**Item:** Agreement for Mutual Aid in Fire Protection with Cascade County Rural Fire Services and Great Falls Fire Rescue

**From:** Stephen A. Hester, Fire Chief

**Initiated By:** Mutually by Great Falls Fire Rescue and Cascade County Fire Services

**Presented By:** Stephen A. Hester

**Action Requested:** Authorize the City Manager to initiate the Fire Protection Mutual Aid Agreement with Great Falls Fire Rescue & the Cascade County Rural Fire Services

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (approve/not approve) the Mutual Aid Agreement with Cascade County Rural Fire Services and (authorize/not authorize) the City Manager to execute the agreement.”

2. Mayor calls for a second, discussion, public comment, and calls the vote.

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**Staff Recommendation:** Staff recommends that the City Commission approve the Agreement for Mutual Aid in Fire Protection with the Cascade County Rural Fire Service as identified in the attached agreement.

**Background:**

It has been well over 20 years since Great Falls Fire Rescue (GFFR) and the other Cascade County Rural Fire Services (CCRFS) have had a formal mutual aid agreement. However, there have been numerous occasions when GFFR and the other Fire Services have worked together mutually to save lives and property.

There have been and will continue to be times when GFFR needs help and when GFFR can render assistance to CCRFS. Mutual Aid requests are initiated to augment and support fire services during large incidents. The agreement improves service delivery and increases the margin of safety for all the first responders in the County. When someone’s home is burning or when there is a motor vehicle crash on the interstate jurisdictional lines should disappear and the

focus should be on life safety and conservation of property. This mutual aid agreement will allow on-duty fire safety officials to make a decision to render aid to a neighboring fire service during an incident that threatens lives and property and when time is of the essence.

While GFFR may be a paid fire service and the largest department in the county there may be times when we need help. For instance, every year we have wildland fires either in our district or that border our boundary. We have very limited ability to fight wildfires and so bringing equipment and man-power to assist from departments who are better equipped to fight wild fires would be a tremendous benefit to getting the situation under control.

Workload Impacts: Fire Service Mutual Aid assists the fire service with the additional staffing and equipment needs for a major incident whether it is man-made or a natural disaster. Mutual aid agreements are designed to allow the neighboring fire services to lend assistance without prior approval from the elected body for each incident. Therefore, the agreement may actually decrease the workload for Great Falls Fire Rescue and their partners on the receiving end of a mutual aid response.

Also, responding to Mutual Aid requests are not mandatory. There is no expectation that a fire service would respond and leave its jurisdiction if it jeopardizes the safety of their own community.

Purpose: Each department agrees that its intent with respect to rendering of assistance to the department under this agreement is not to seek reimbursement for the Department requesting such assistance.

Additionally each department waives all claims against the other Department for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement.

Each Department agrees to follow the Incident Command System and to abide by the direction and commands of the Department requesting mutual aid assistance.

Project Work Scope: This agreement would be enforced for 5 years from the date of signature.

Conclusion: Our venture into a formal mutual aid agreement will benefit the City and the County citizens. The agreement will ultimately save more lives and property of all the Fire Services involved. It is the right thing to do and welcomed by Cascade County Fire Services.

**Concurrences:**

Sixteen (16) Cascade County Volunteer Fire Departments  
City Attorney  
Great Falls Fire Rescue  
County Commission and County Legal Office

**Fiscal Impact:**

There are no direct fiscal impacts

**Alternatives:**

Disapprove the mutual aid agreement

**Attachments/Exhibits:**

Mutual Aid Agreement signed by CCRFS Officials

**AGREEMENT FOR MUTUAL AID IN FIRE PROTECTION  
CASCADE COUNTY RURAL FIRE SERVICES AND GREAT FALLS FIRE RESCUE**

This Mutual Aid Agreement (the "Agreement"), is made and entered into this \_\_\_ day of \_\_\_\_\_ 20\_\_\_, between the Cascade County Rural Fire Services (CCRFS) and Great Falls Fire Rescue (GFFR) are hereinafter referred to as the "Parties".

**WITNESSETH:**

WHEREAS, each of the Parties hereto maintains equipment and personnel for the suppression of fires and the management of other emergency incidents occurring within areas under their respective jurisdictions; and

WHEREAS, the term 'fire protection' includes personal services and equipment required for fire prevention, the protection of life and property from fire, firefighting, and emergency services, including basic medical support, basic and advanced life support, hazardous material containment and confinement, and special rescue events involving vehicular and water mishaps, and trench, building, and confined space extractions; and

WHEREAS, the Parties hereto desire to augment the fire protection capabilities available in their respective jurisdictions by entering into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, obligations and agreements herein established, the Parties hereby agree as follows:

1. The authority to enter into this Agreement is set forth in Montana Code Annotated section 7-33-2405.
2. This Agreement shall serve as the agreement between the Parties for securing to each mutual aid in fire protection services as defined above.
3. On GFFR's request to the CCRFS, fire protection equipment and personnel of the CCRFS will be dispatched to any point as designated by the representatives of the GFFR within the area for which the GFFR normally provides fire protection services.
4. On CCRFS's request to, fire protection equipment and personnel of GFFR will be dispatched to any point within the jurisdiction of the CCRFS.
5. Any dispatch of equipment and personnel by the Parties pursuant to this Agreement is subject to the following conditions:
  - a. Any request for aid hereunder shall include a statement of the amount and type of equipment and personnel requested and shall specify the location to which the equipment and personnel are to be dispatched, but the amount and type of equipment and the number of personnel to be furnished shall be determined by the responding organization. The requesting organization shall ensure access to site for the responding organization.
  - b. The responding organization shall report to the requesting organization's Incident Commander (IC) or a division or group supervisor at the location to which the equipment is dispatched, and shall be subject to the orders of that IC or supervisor.

- c. The responding organization shall be released by the requesting organization's IC or supervisor when the services of the responding organization are no longer required or when the responding organization is needed within the area for which it normally provides fire protection.
  - d. All necessary functions of incident command shall be established by the party requesting mutual aid. The party providing equipment and staff may assist with command functions if this is included in the mutual aid request.
  - e. Hazardous Materials incidents will be invoiced and billed according to Federal and State law. GFFR has a qualified State HazMat Team, and will respond to hazardous materials spills or releases by using Disaster and Emergency Services and State HazMat Incident protocol.
6. Each Party hereby agrees that its intent with respect to the rendering of assistance to the other Party under this Agreement is not to seek reimbursement from the Party requesting such assistance.
  7. Both Parties agree to implement the National Incident Management System during all emergency responses according to Federal and State Standards.
  8. Each Party waives all claims against the other Party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement. Each party may seek direct reimbursement from property owners or responsible parties based on its respective jurisdiction's policies.
  9. The rendering of assistance under the terms of this Agreement shall not be mandatory. However, the Party receiving a request for assistance shall endeavor to immediately inform the requesting Party if the requested assistance cannot be provided and, if assistance can be provided, the quantity of such resources that may be dispatched in response to such request.
  10. Subject to the limitations set forth in Mont. Code Ann. §2-9-108, the Parties shall indemnify, defend and hold each other harmless, from and against any and all manner and form of liability, damages, claims, claims for damages, demands, causes of action, or expenses, including interest or attorneys fees, of any nature or description resulting from their own, or their agents' actions or omissions in the performance of the services under this Agreement.
  11. Unless otherwise previously agreed to by the cooperating agencies, the responding entity shall be responsible for all costs it incurs during the initial deployment period. The initial deployment period shall constitute the first eight (8) hours during which the responding entity is engaged in rendering mutual aid under the terms of this Agreement. The deployment period shall commence with the departure of the responding entity from its locale and includes travel time to the site of the emergency or disaster. After the initial deployment period, the requesting entity may reimburse the responding entity for its actual expenses and costs incurred, including return travel to its locale. The rates will be based upon the following:
    - (a) Fire related disaster: current interagency state rates for equipment and personnel;
    - (b) Other emergencies: current FEMA equipment rates;
    - (c) Personnel on a non-fire event: established employment wages and benefits; and

(d) This provision notwithstanding, the responding entity, in its individual capacity, may elect to seek remuneration from responsible third parties for its costs. If such remuneration is received, the responding entity will reimburse expenses paid to it by the requesting entity, minus costs expended in obtaining the third party remuneration.

12. This Agreement shall become effective on the date of the last signature to the Agreement and will remain in effect for 5 years from that date (the "Term") and automatically renews annually for a term of 5 years. Either Party may unilaterally terminate this Agreement during the Term by sending notification of its intent to terminate to the other Party at least one hundred and eighty (180) days in advance of the proposed date of termination. Such notification shall be in the form of a written submission to the other Party and provided to:

For Cascade County Rural Fire Services:

Belt Rural	407 Bridge Street	Belt, Mt 59412
Black Eagle	527 21 <sup>st</sup> Street	Black Eagle, Mt 59414
Cascade City	11 1 <sup>st</sup> Street North	Cascade, Mt 59421
Cascade Rural	11 1 <sup>st</sup> Street North	Cascade, Mt 59421
Dearborn	56 Dearborn River Rd	Cascade, Mt 59421
Fort Shaw	140 Campbell Street	Fort Shaw, Mt 59443
Gore Hill	4401 62 <sup>nd</sup> Ave SW	Great Falls, Mt 59404
Manchester	38 Haven Lane	Great Falls, Mt 59404
Monarch	5 Montana Ave	Monarch, Mt 59463
Neihart	220 North Main	Neihart, Mt 59465
Sand Coulee	520 East Hunter Rd	Sand Coulee, Mt 59472
Simms	195 North Main St	Simms, Mt 59477
Sun Prairie	1045 Grant	Great Falls, Mt 59404
Sun River	295 Largent St	Sun River, Mt 59483
Ulm	12 Old US Hwy 91	Ulm, Mt 59485
Vaughn	360 Post Ave	Vaughn, Mt 59487

For: GFFR  
Attention to: Fire Chief  
105 9<sup>th</sup> St. South  
Great Falls, MT 59401

13. Nothing in this Agreement shall be construed to create an agency, partnership, joint venture or employment relationship between the Parties. The Parties shall have no right, power or authority, except as expressly provided for by law, to act or create any express or implied obligation, on behalf of the other Party.

14. This Agreement shall supersede any and all previous agreements between the Parties concerning the rendering of mutual aid from one to the other for the purposes stated in this Agreement.

15. The modification, amendment, or assignment of this Agreement, or any of its provisions, shall not become effective unless executed in writing by both Parties.

16. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, The Parties have caused this Agreement to be executed by their duly authorized representatives on the dates shown below:

CITY OF GREAT FALLS

\_\_\_\_\_  
Gregory T. Doyon, City Manager  
City of Great Falls

DATE: \_\_\_\_\_  
ATTEST: \_\_\_\_\_

\_\_\_\_\_  
(Seal of the City)

Lisa Kunz, City Clerk

APPROVED FOR LEGAL CONTENT:

\_\_\_\_\_  
Sara R. Sexe, City Attorney\*

\* By law, the City Attorney may only advise or approve contract or legal document language on behalf of the City of Great Falls, and not on behalf of other parties. Review and approval of this document was conducted solely from the legal perspective, and for the benefit, of the City of Great Falls. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.

Monarch Volunteer Fire Dept.

Name: Jim Hoxter

Signature

Jim Hoxter  
Fire Chief Jim Hoxter

Date: April 16, 2016

SAND COULEE VFD

Name: Blake W. Brawley, Fire Chief

Signature

Blake W. Brawley

Blake W. Brawley

Date: 4 / 18 / 16

VAUGHN VOLUNTEER FIRE DEPT.

Name: Jason K. McAllister, Fire Chief

Signature

Jason K. McAllister

Jason K, McAllister

Date: 4 / 18 / 2016

FORT SHAW VOLUNTEER FIRE DEPT.

Name: Craig Asklend, Fire Chief

Signature

Craig Asklend

Craig Asklend

Date: 4 / 20 / 2016

BELT RURAL FIRE DISTRICT

Name: Travis Johnson, Fire Chief

Signature

Travis Johnson

Travis Johnson

Date: 4 / 18 / 16

MANCHESTER VOLUNTEER FIRE DEPT.

Name: Leonard Lunby, Fire Chief

Signature

Leonard Lunby

Leonard Lunby

Date: 4 / 18 / 16

BLACK EAGLE VOLUNTEER FIRE DEPT.

Name: Tom Martin, Fire Chief

Signature

Tom Martin

Tom Martin

Signed by CHAIRMAN

Tom Martin

Date: 4 / 18 / 2016



Simms

VOLUNTEER FIRE DEPT.

Name: Fire Chief ED WHEELER

Signature

[Signature]

Date: 5 / 14 / 16

CASCADE CITY

VOLUNTEER FIRE DEPT.

Name: ERIC TILKMAN Fire Chief

Signature

[Signature]  
Waylon Finley

Date: 18 / APR / 2016

Weihart

VOLUNTEER FIRE DEPT.

Name: SCOTT HERZOG Fire Chief

Signature

[Signature]

Date: 5 / 3 / 2016

VOLUNTEER FIRE DEPT.

Name: \_\_\_\_\_ Fire Chief

Signature

\_\_\_\_\_

Date:  / /

Dearborn

VOLUNTEER FIRE DEPT.

Name: Jerrold W. Dobbins Fire Chief

Signature

[Signature]

Date: 5 / 2 / 2016

VOLUNTEER FIRE DEPT.

Name: \_\_\_\_\_ Fire Chief

Signature

\_\_\_\_\_

Date:  / /

Sun Prairie Rural

VOLUNTEER FIRE DEPT.

Name: Nathan Curtis Fire Chief

Signature



Date: 04/18/2016

Ulm Volunteer Fire

VOLUNTEER FIRE DEPT.

Name: Karsten Houland Fire Chief

Signature



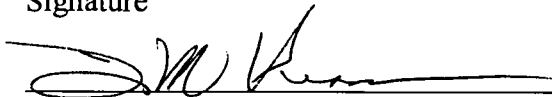
Date: 4/18/2016

VOLUNTEER FIRE DEPT. Black Eagle

Name: CHAIRMAN Fire Chief

Don Hesse

Signature



Date: 4/18/16

Sun River

VOLUNTEER FIRE DEPT.

Name: Randy Thompson Fire Chief

Signature



Date: 04/18/2016

Roger Lindquist

VOLUNTEER FIRE DEPT. 1700 CASCADE RURAL

President

Name: Gregg Preble Fire Chief

Signature Robert Hartman

Robert Hartman

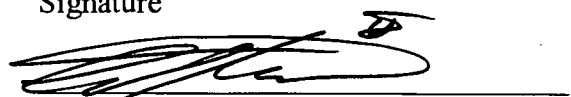
Date: 4/18/2016

GOOSE HILL VOL FIRE DEPT

VOLUNTEER FIRE DEPT.

Name: CARL THRASHER Fire Chief

Signature



Date: 4/18/2016

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