

# 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 1<sup>st</sup> 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 \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between all agencies identified and signed below:

**BLUE CREEK VFD**

**BROADVIEW VFD**

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Signature and Date

\_\_\_\_\_  
Signature and Date

**CUSTER VFD**

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Signature and Date

**HALEY BENCH VFD**

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Signature and Date

**LOCKWOOD FIRE DISTRICT**

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Signature and Date

**SHEPHERD VFD**

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Signature and Date

**MOLT VFD**

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Signature and Date

**WORDEN VFD**

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Signature and Date

**BOARD OF COUNTY COMMISSIONERS  
YELLOWSTONE COUNTY, MONTANA**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

**CITY OF BILLINGS**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

**CITY OF LAUREL**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

ATTEST:

\_\_\_\_\_  
Clerk and Recorder