



Item: Inter-Local Agreement/Rural Fire Districts

From: Great Falls Fire Rescue

Initiated By: Fire Chief Randy McCamley

Presented By: Fire Chief Randy McCamley

Action Requested: Remove Inter-Local Agreement from the Table and Approve Inter-Local Agreement with Cascade County for Fire Protection.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission remove the Inter-Local Agreement from the table and (approve/deny) the Inter-Local Agreement between Cascade County and the City of Great Falls for Emergency Fire and Medical Services effective October 1, 2009 to September 30, 2012, and authorize the City Manager to execute the same.”

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

Staff Recommendation:

Staff recommends that the City Commission approve the Inter-Local Agreement with Cascade County for Fire Protection and Emergency Medical Services, for October 1, 2009 to September 30, 2012 as approved and signed by the Cascade County Commissioners.

Background:

Great Falls Fire Rescue has been providing contracted fire and EMS services for the County fire districts for over 30 years. During this time GFFR has provided prompt, efficient emergency service to these districts enhancing the quality of life to these areas of the county. State statute MCA 7-33-2107 and 7-33-2125 provides for these districts to contract with the City of Great Falls for fire and other emergency services. This contract includes fire suppression, emergency medical response, inspection services and fire investigation. There are currently 16 separate and distinct areas that comprise our response areas. The combined total of these service areas is 3.5 square miles, with an estimated resident population of 4,000. The typical resource response to structure fires in these service areas include 2 Engines Companies, 1 Ladder Company, 1 Chief Officer and 1-2,200 gallon Water Tender. The Water Tender was purchased new in 2001 specifically for fire district responses; its cost was \$127,000. In 2008, we responded to 126 calls for service in these fire districts.

SYNOPSIS:

This Fire District Contract with Cascade County has been approved by the County Commissioners for the period of October 1, 2009 thru September 30, 2012. The contract provides for the proceeds from the Rural Fire Control Special District Levy for emergency fire and medical services, computed from the maximum allowed by 15-10-420, MCA be paid to the City. This mill was 87.73 mills in FY 08/09 for a total of \$177,313.00 in collected revenue. MCA 15-10-420 provides for slight annual inflation increases which I would approximate at \$2,000 per year during this contract term. Payments shall be in two equal installments due on or before December 15 and June 15.

Citizen Participation: Citizens comment is encouraged during the County and City Commission public approval process.

Workload Impacts: Great Falls Fire Rescue has provided fire and medical emergency services to these areas for over 30 years. Based on their proximity to the city limits and the low frequency of calls, I'm comfortably continuing to provide service without degrading service within the city.

Purpose: Approval of this agreement will enable the property owners and residents of these areas to receive emergency services from a professional fire protection organization.

Project Work Scope: Fire Protection and Emergency Medical Services, October 1, 2009 to September 30, 2012 pursuant to criteria outlined in the Inter-Local Agreement.

Evaluation and Selection Process: Cascade County is allowed to contract for these services under MCA 7-33-2107 and 7-33-2125.

Concurrences: Cascade County Commission, Acting City Attorney, City Clerk, and Fiscal Services.

Fiscal Impact: It is projected the City would receive approximately \$175,000 per year in revenue. Based on many variables, it would be hard to calculate the exact cost of providing these services. However, I can estimate the city's costs for service does not exceed revenue collected.

Alternatives: The City Commission could choose to decline to provide Fire and EMS services under the terms of this agreement. Responsibility for fire protection would return to Cascade County who would make assignment for fire protection to one of the existing volunteer fire departments. This alternative if selected would likely place considerable hardship and risk on many of the residences currently covered under this agreement.

Attachments/Exhibits:

Inter-Local Agreement October 1, 2009 to September 30, 2012.

Rural Fire District Maps are available for viewing at the City Mapping Department or at any of the four fire stations.

INTERLOCAL AGREEMENT

Between *Cascade County* and the *City of Great Falls*
For Emergency Fire and Medical Services

WHEREAS, the Montana Interlocal Cooperation Act, codified at § 7-11-101 (2009), MCA (hereinafter the “Act”), permits local government units to make the most efficient use of their powers by enabling them to cooperate with other local governmental 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 Act provides that one or more public agencies may contract with any one or more other public agencies to perform any administrative service, activity, or undertaking which such public agencies are otherwise authorized by law to perform; and

WHEREAS, the County of Cascade (hereinafter referred to as “County”) and the City of Great Falls (hereinafter referred to as “City”) constitute public agencies pursuant to § 7-11-103, MCA; and

WHEREAS, the City has a fire department which is permanently organized, equipped, and staffed for continuous operations; and

WHEREAS, the City fire department’s operational capacity is adequate to provide emergency fire and medical services to both the City and adjacent areas; and

WHEREAS, the County has created, and may additionally create, fire districts in accordance with §§ 7-33-2101 through 7-33-2104, MCA; and

WHEREAS, the fire district boundaries are maintained in the office of the City of Great Falls Information Technology Mapping Department, 2 Park Drive

South, Room 5, Great Falls, MT. District boundaries can also be viewed at the Great Falls Fire Stations 1-4. For the purposes of this Agreement, the term “Fire Districts” shall mean the established Fire Districts numbered as follows:

- 11
- 24
- 25
- 27
- 28
- 29
- 32
- 33
- 35
- 36
- 37
- 40
- 42
- 43
- 45
- 48

WHEREAS, § 7-33-2104, MCA, provides that whenever the Board of County Commissioners shall have established a Fire District in any unincorporated territory, town or village, said Commissioners:

- (1) may contract with a city, or private fire company to furnish fire protection for property within said district; or,
- (2) shall appoint five qualified trustees to govern and manage the affairs of the fire district; and

WHEREAS, the County has chosen to directly contract fire services for such Fire Districts, rather than create a Board of Trustees; and

WHEREAS, § 7-33-2109, MCA, provides that, at the time of the annual levy of taxes, the Board of County Commissioners may levy a special tax upon all property within such district for the purpose of paying to a city, town, or private fire service the consideration provided for in any contract with the council of such city, town, or private fire service for the purpose of furnishing fire protection service to property within such district.

NOW, THEREFORE, pursuant to the Act and in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties hereby agree as follows:

1. Purpose and Scope of the Agreement.

Pursuant to §§ 7-11-105(3) and 7-11-105(8), MCA, the purpose and scope of this Agreement is for the City to provide emergency fire and medical services for the Fire District areas enumerated hereinabove, provided that in the event that calls for service exceed available resources, the City reserves the authority to prioritize its response. Time is of the essence.

2. Duties and Responsibilities.

The City shall provide the following services to Cascade County's Fire District areas enumerated hereinabove:

- a. Emergency medical response;
- b. Fire inspection of business buildings when requested by business owners;
- c. Origin and cause investigation, when required; and,
- d. Fire suppression for all property including, but not limited to, buildings and structures, crops and personal property.

The City and County may extend this Agreement to additional Fire Districts by mutual agreement, executed through written Agreement addendums. Such addendums shall specify the new Fire Districts and additional compensation, if any, to be paid by the County for such service.

3. Duration and Termination.

Pursuant to §§ 7-11-105(1) and 7-11-105(5), MCA, as from time to time amended, this Agreement, upon execution by the duly authorized representative of the City and County, shall commence retroactive to October 1, 2009, and shall continue in full force and effect through September 30, 2012.

Either party hereto may cancel said Agreement on September 30th of any year by giving sixty (60) days written notice to the other party.

4. Contract Sum.

Pursuant to § 7-11-105(4), MCA, County shall pay City proceeds from the Rural Fire Control Special District Levy for emergency fire and medical services. The levy shall be computed at the maximum allowed by § 15-10-420, MCA, floating mill authorization. This mill was **84.59 mills** in fiscal year 2009/2010. The County shall provide the number of such mills levied in each subsequent year of this agreement to City by September 30th. Payments shall be in two equal installments due on or before December 15th and June 15th of each year this Agreement is in effect.

5. Separate Legal Entity.

Pursuant to § 7-11-105(2), MCA, nothing in this Agreement shall be construed to create an agency, partnership, joint venture or employee relationship between the parties. The parties, by virtue of this Agreement, shall have no right, power or authority, except as expressly provided for by law, to act or create any obligation, express or implied, on behalf of the other party. Further, pursuant to § 7-11-105(6), MCA, there shall be no administrator or joint board responsible for administering the terms of this Interlocal Agreement.

6. Ownership of Assets.

Pursuant to § 7-11-105(7), MCA, and at all times relevant to this Agreement, all equipment and other property used by the City to execute this Agreement shall remain the exclusive property of the City.

7. Hold Harmless and Indemnification.

The City shall protect, defend, indemnify, and hold harmless the County 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 attorney fees, of any nature or description resulting from or arising out of or in connection with the City's intentional or negligent acts and omissions in the performance and provision of emergency fire, medical, and other specified services, including, but

not limited to, the City's response to and return from scenes of emergency incidents pursuant to and in accordance with the terms of this Agreement. Nothing herein shall be construed as an agreement by the City to release, indemnify or hold harmless the County, its official agents or employees from liability for damage or injury to persons or property caused by the negligence, carelessness, or intentional acts of County, its officials, agents or employees unless said officials, agents or employees are acting under the direction or control of the City.

8. Notice.

All notices required to be provided shall be given in writing, addressed to the respective parties' authorized representatives as designated herein, and delivered personally or by U.S. mail. For purposes of this Agreement, written notice shall be deemed to have been duly served: (1) in the case of personal delivery, on the date indicated upon a written receipt issued by the recipient; (2) in the case of unregistered and uncertified U.S. mail, three business days following the listed date of the notice or the date of the postmark, whichever is later; and (3) in the case of registered or certified mail, the date indicated on the return receipt.

9. Authorized Representatives.

The City and County shall each designate a representative authorized to receive all agreement communications and notices and who shall be authorized and responsible to take action necessary for the execution and administration of this agreement. Except as otherwise designated in writing by the respective parties, the authorized representatives of the parties are:

Cascade County
Board of Cascade County Commissioners
325 2nd Avenue North, Room 111
Great Falls, MT 59401

City of Great Falls
Gregory T. Doyon, City Manager
P.O. Box 5021
Great Falls, MT 59403

10. Amendment.

This Interlocal Agreement may not be amended, except by written agreement of the undersigned parties in conformance with the requirements of the Act.

11. Attorney Fees, Costs and Venue.

In any judicial action to enforce or interpret the terms of this Interlocal Agreement, each party shall be responsible for its own costs of suit and attorney fees. Venue for any judicial action shall be in the District Court in and for the Eighth Judicial District, Cascade County, Montana.

12. Severability.

If any term of this Agreement should hereafter be declared void or becomes unenforceable by operations of law, all other terms of this Agreement shall continue to be effective unless the void or unenforceable terms materially affects the ability of the governing body to carry out the essential purpose set forth in ¶ 1 of this Agreement.

13. Merger.

This Interlocal Agreement constitutes the entire agreement of the undersigned parties with respect to the matters addressed herein and supersedes any and all previous agreements or representations, if any, between the parties.

14. Assignment.

The parties mutually agree that there will be no assignment, transfer or subcontracting of the Agreement or any interest therein, unless agreed to by the parties, in writing, as provided for in ¶ 10 of this Agreement.

15. Binding on Successors.

This Agreement shall be binding on County and City and all of its successors and assigns, including any successor in interest.

16. Time is of the Essence.

Time is of the essence in the performance of all parties' obligations and duties under this Agreement.

Assent. Pursuant to § 7-11-104, MCA, the undersigned parties hereby authorize, approve and execute the terms of this Interlocal Agreement.

DATED this 2nd day of March, 2010.

CITY OF GREAT FALLS

Gregory T. Doyon, City Manager

ATTEST:

(SEAL OF THE CITY)

Lisa Kunz, City Clerk

APPROVED FOR LEGAL CONTENT:

James W. Santoro, City Attorney

DATED this ____ day of _____, 2010.

**BOARD OF COUNTY COMMISSIONERS,
CASCADE COUNTY**

Joe Briggs, Chairman

Peggy Beltrone, Commissioner

Bill Salina, Commissioner

ATTESTED this ____ day of _____, 2010.

(SEAL)

Rina Fontana Moore, Cascade County Clerk
and Recorder