

EMERGENCY MANAGEMENT COORDINATOR AND
HAZARDOUS MATERIALS CONTRACT

THIS AGREEMENT is made and entered into this October 9, 2007 by and between Gallatin County, Montana, a political subdivision of the State of Montana, hereinafter referred to as "County" and the City of Bozeman, Montana, hereinafter referred to as "Contractor".

WITNESSETH:

WHEREAS, Title 10, Chapter 3, Parts 1 through 4 MCA provide counties with the authority and responsibility to provide disaster and emergency services; and,

WHEREAS, Title 7, Section 33, Part 2201, et seq., MCA authorizes the County to protect range, farm, and forest resources from fire and to appoint a county rural fire chief; and,

WHEREAS, the County has a need for professional response to hazardous material incidents by the Contractor who has technical expertise and equipment; and,

WHEREAS, the Contractor through the Bozeman Fire Chief and staff are trained in disaster emergency response, preparedness, mitigation and recovery, and Homeland Security, and have equipment necessary to respond to natural and manmade disaster; and,

WHEREAS, the Contractor through the Bozeman Fire Chief has the technical expertise and equipment necessary to respond to hazardous material emergencies; and,

WHEREAS, the County and the Contractor desire to enter into one agreement for disaster and emergency services, and hazardous material response and training so as to provide consistent information and coverage to all residents of Gallatin County.

NOW THEREFORE, it is agreed by and between the County and the Contractor as follows:

- 1) Purpose: The purpose of this agreement is to provide and secure the centralizing of emergency management and hazardous materials response in one cohesive organization for the benefit of all residents in Gallatin County.

Term: This agreement shall become effective upon signing and shall remain in effect through September 1, 2008 unless terminated as provided in Section 10. This agreement shall automatically renew, unless either party sends written notice of termination on or before September 1, of subsequent years. Notice shall be sent to the addresses contained herein.

- 2) Levels of Service: The Contractor shall have the following duties and responsibilities:

- a) Emergency Management:
 - i) Maintain a realistic county-wide Emergency Operations Plan (EOP);
 - ii) Provide yearly exercises of the EOP and Emergency Operations Center (EOC);
 - iii) Prepare critique of emergencies and disasters within the county;
 - iv) Identify shortcomings in the local communities' response capabilities and facilitate solutions,
 - v) Provide training opportunities to county commissioners, managers, general public and responders for all hazard emergencies;
 - vi) During emergencies and disasters, staff the Emergency Operations Center and establish procedures for effective response;
 - vii) Coordinate with the private sector, including but not limited to: Gallatin Field Airport, Bozeman Deaconess Hospital, the Ham Radio Operators Association, the American Red Cross, and the Search and Rescue Volunteers. The contractor shall coordinate with public sector entities, including but not limited to: Department of State Lands, the United States Forest Service, the Gallatin County Sheriff's Department, and Montana State University;
 - viii) Assist and advise Gallatin County on compliance with the requirements of Title 10 Chapter 3, Parts 1 through 4 MCA;
 - ix) Assist and advise Gallatin County on compliance with the requirements of SARA subtitle III (TO BE CLARIFIED)
 - x) Report to the County Commission on a quarterly basis stating the activities undertaken and the steps taken to comply with the provisions of this contract;
 - xi) Prepare a yearly budgetary request covering supplies, equipment contractual costs, training and capital expenses.

b) Haz Mat Services:

- i) Provide effective coordinated emergency response support to local jurisdictions for incidents involving the release or potential release of hazardous materials at transportation and fixed site spills; releases or threat of release of hazardous materials and incidents involving abandoned materials which may pose a threat to human health or the environment;
- ii) Provide remote or on-site technical assistance and advice to local jurisdiction incident commander when requested;
- iii) To control the actual release or threatened release of hazardous materials for the purpose of control or stabilization of the incident for local jurisdictions at the request and under the direction of the incident commander;
- iv) To respond to releases or threatened releases of hazardous materials for the purpose of control or stabilization of the of the incident for local jurisdictions at the request and under the direction of the incident commander;
- v) To implement and use the Incident Management System (IMS) on all support responses for team operations;
- vi) Cooperate with the directions of the local jurisdiction incident commander for on-site emergency response activities;

- vii) Educate and train employees in hazardous materials response on a continuing basis, as required by O.S.H.A. and EPA regulations;
- viii) Participate in incident critique to aid in future prevention and improved emergency response;
- ix) Designate fire department personnel to an emergency response duty roster;
- x) Develop and implement local standard operating procedures for hazardous materials emergency response; and,
- xi) Maintain a regional hazardous materials response team for support of hazardous materials operations by regional jurisdictions in accordance with the *Montana Hazardous Materials and Incident Management and Response Support Plan*.

- 3) Duties of County: The County shall have the following duties, in addition to the finance costs stated in Section 5 'Compensation':
- a) Provide and maintain an Emergency Operations Center (EOC) equipped with phone lines, office supplies and equipment mutually agreed upon between the Contractor and the County;
 - b) Participate in a minimum of one (1) emergency response exercise per year;
 - c) Assist with resources and personnel as needed for an emergency response;
 - d) Respond to calls to the EOC when requested by the Contractor during an Emergency Response;
 - e) Maintain an operations budget covering the costs and anticipated costs of rendering Emergency Management services, pursuant to the items stated in this agreement;
- 4) Compensation: The Contractor will be compensated in an amount mutually agreed upon before May 31 of each year. The FY 2008 mutually agreed upon amount is \$75,550 for Emergency Management activities.

The parties agree that in the event of significant extenuating circumstances requiring the utilization of personnel and equipment for activities not anticipated during the negotiations on this contract, the Contractor may be entitled to additional compensation beyond the agreed upon amount of this agreement. Any additional compensation must be mutually agreed upon. The Contractor must notify the County prior to or as soon as possible when additional compensation is anticipated.

Payments shall be made in four (4) quarterly installments. The County shall make remittance on or before Sept. 1, Dec. 1, March 1, and June 1 of each year. The Contractor will bill the County two weeks prior to each payment.

- 5) Hazardous Material Budget Allocation: The County and the Contractor shall meet during the first week of May each year that this agreement is in effect to establish a joint budget for Hazardous Materials Expenses. A detailed request will be prepared by the Bozeman Fire Chief prior to the joint meeting. At the joint meeting detailed spending authority will be negotiated. The funding for the Hazardous Materials budget shall be split equally between the County and the City of Bozeman. Other

incorporated areas and MSU will be approached and contracted with for funding of the Haz Mat Response.

6) Liability and Insurance.

- a) Insurance: The Contractor shall provide the following insurance coverage and proof of coverage to the County by delivering a certificate of insurance or other proof of insurance to the Gallatin County Commissioners, Gallatin county Courthouse, 311 West Main Street, Room 301, Bozeman, MT 59715, within ten (10) days of execution of this agreement.
 - i) Workers' Compensation. Contractor shall provide Workers' Compensation for all employees hired to accomplish the duties described in this agreement.
 - ii) Comprehensive General Liability Insurance. Contractor shall carry comprehensive general liability insurance which includes bodily injury and property damage, with limits of not less than the statutory limits which are currently established at \$750,000 for each claim and \$1,500,000 for each occurrence.
- b) Liability: Contractor shall hold harmless and indemnify the County, its officers, employees, and agents against any and all actions, suits, claims, demands, or liability of any character whatsoever, brought or asserted for injuries to or death of any person or persons , or damage to property arising out of, resulting from, or occurring in connection with this contract, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injuries or damages are caused by or result from the negligent or intentional acts or omissions of the Contractor, its officers, agents, or employees.

7) Capital Purchases: Purchases of equipment, apparatus and protective clothing for Hazardous Material shall be jointly owned, based on the amount the city and county contributed to their purchase. In the event this contract is not renewed capital purchases will be divided based upon the proportionate contribution made for these assets. Remaining consumable supplies will be divided equally between the parties.

8) Termination: This agreement may be terminated upon mutual agreement of the parties, upon failure of the Contractor or County to perform its duties as specified in this agreement, or by either party given thirty (30) day written notice to the other party. In the event that termination under this paragraph occurs prior to the expiration of the term of this agreement, the Contractor shall refund unexpended funds.

9) Compliance: If the funds are paid to the Contractor under this agreement and the Contractor is unable to provide the services or facilities as specified in this agreement, the funds must be returned to the County. Any unexpended funds at the end of each year shall be remitted to the County.

10) Records: The Contractor shall maintain accounts, records and other evidence pertaining to the funds expended under this agreement for a period of five (5) years.

The system of accounting employed by the Contractor shall be in accordance with generally accepting accounting principles and will be applied in a consistent manner so that the expenditures under this agreement can be clearly identified from all other expenses.

- 11) Independent Provider/Agency: The Contractor is an independent provider or contractor, providing services or facilities for the County. Neither the Contractor nor any of its employees are employees of the County under this agreement, nor will they be considered employees of the County under any subsequent amendment to this agreement, unless otherwise expressed. To that end, the County will not be responsible for withholding of any state and federal taxes or social security, nor will the County extend any of the benefits to the Contractor that it extends to employees of the County. The Contractor will be required to maintain the necessary workers' compensation coverage for its employees, unless mutually agreed to between the parties to this agreement.
- 12) Interpretation: This agreement shall be governed and interpreted according to the laws of the State of Montana.
 - a) The section headings contained herein are for convenience only and are not intended to define or limit the scope of any provisions of this agreement.
 - b) The provisions of this agreement are independent are severable, and the invalidity, partial invalidity, or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision.
- 13) Entire Agreement: This agreement is the entire agreement between the parties. No alterations, modifications or additions to this agreement shall be binding unless reduced to writing and signed by the parties.
- 14) Availability of Funds: The County and Contractor agree that if, for any reason, revenues received by the county are insufficient to pay the amount agreed to that the County may adjust the amount specified based on actual availability of cash and revenue. In the event that funds are decreased the parties agree to negotiate the level of services proportionate to any reduction in funding.
- 15) Amendment to Agreement.: Amendments to this agreement may be made jointly by the parties. All amendments must be in writing and signed by both parties prior to implementation.
- 16) Annual Inventory of Assets and Assigned Values: On or before June 15 of each year the contractor shall submit a list of fixed assets and assign a value to each item.
- 17) Billing and Collection for Recoverable Funds: The Contractor is responsible for the submitting of the report to the State of Montana for reimbursement of EMERGENCY MANAGEMENT funds. The Contractor is also responsible to prepare bills and submit them to the appropriate third party for recovery of expenses associated with hazardous materials and disaster services.

DATED this 31st August 2007

CITY OF BOZEMAN


Christa Kubuski
City Manager

GALLATIN COUNTY
BOARD OF COUNTY COMMISSIONERS

Joe L. Shinn
Chairman

JL 625
Member

William A. York
Member

ATTEST:

Cynthia D. Dan Debenay
Acting City Clerk

ATTEST:
Charlotte Mills

Approved as to form:

Paul Hume
City Attorney

[Signature]
County Attorney

COUNTY CONTRACT ROUTING FORM

***ALL FIELDS MUST BE FILLED OUT PRIOR TO FINANCE/ATTORNEY APPROVAL
*ALL CONTRACTS MUST BE SIGNED BY OUTSIDE PARTY PRIOR TO ROUTING TO FINANCE OFFICER; UPON FINANCE APPROVAL CONTRACT WILL BE ROUTED TO COUNTY ATTORNEY; UPON COUNTY ATTORNEY APPROVAL CONTRACT WILL BE ROUTED TO THE COMMISSION**

*CONTRACT NAME: Emergency Management Coordinator and Hazardous Materials Contract between City of Bozeman and Gallatin County

*BRIEF DESCRIPTION OF CONTRACT: Provide and Secure the centralizing of emergency management and hazardous materials response.

If this contract amends or is a change/task order to a previous contract, provide original contract #.

*ORIGINAL CONTRACT #: _____

*RESPONSIBLE DEPARTMENT: DES/Emergency Management

*ACCOUNT #: _____ *CONTRACT AMOUNT: _____

*EFFECTIVE DATE: Upon Signing *EXPIRATION DATE: September 1, 2008

*DATE SIGNED BY OUTSIDE PARTIES: 8 / 31 / 07 ; _____ ; _____

FINANCE DIR. APPROVED: [Signature] DATE: 10 / 11 / 07

COUNTY ATTORNEY APPROVED: [Signature] DATE: 10 / 15 / 07

DATE SIGNED BY BOARD OF COUNTY COMMISSIONERS: 10 / 10 / 2007

CLERK AND RECORDER KEEPS AN ORIGINAL AND WILL ROUTE A COPY OF THE APPROVED CONTRACT TO THE FOLLOWING DEPARTMENTS:

- ✓ RESPONSIBLE/ORIGINATING DEPARTMENT
- ✓ DEPUTY COUNTY ATTORNEY'S OFFICE – ATTN: HELEN BALDWIN
- ✓ AUDITOR
- ✓ FINANCE DEPT.

DATE CLERK AND RECORDER DISBURSED COPIES: 10 / 11 / 2007 / _____

THE RESPONSIBLE/ORIGINATING DEPARTMENT IS REQUIRED TO MAIL COPIES AND/OR DUPLICATE ORIGINALS OF COMPLETED CONTRACTS TO ALL INTERESTED PARTIES.