

GALLATIN COUNTY MUTUAL AID AGREEMENT

THIS AGREEMENT will take effect between and among the signing Agencies when two or more local governments, fire districts or fire service areas in Gallatin County and/or Agencies that border Gallatin County sign the Agreement. This Agreement will supersede all prior Gallatin County Fire Agency Mutual Aid Agreements signed by the signatories of this Agreement.

WHEREAS, in the event of a disaster, incident or other emergency, an Agency may need the assistance of the another Agency or Agencies to this Agreement to provide supplemental fire suppression, emergency medical service equipment and personnel, hazardous materials control, and/or other emergency support; and

WHEREAS, an Agency or Agencies may have the necessary equipment and personnel available to enable it to provide such services in the event of such a disaster, incident or other emergency; and

WHEREAS, the parties to this Agreement have determined that it is in the best interests of all parties to set forth guidelines for providing mutual aid in the case of a disaster, incident or other emergency.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. **DEFINITIONS.** The following definitions shall apply to this Agreement:
 - A. "Agency" means any signatory fire district, fire service area, municipality, state agencies or other legally constituted unit of local government within Gallatin County or that border Gallatin County.
 - B. "Disaster" means the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or artificial cause, including tornadoes, windstorms, snowstorms, wind-driven water, high water, floods, wave action, earthquakes, landslides, mudslides, volcanic action, fires, explosions, air or water contamination requiring emergency action to avert danger or damage, blight, droughts, infestations, riots, sabotage, hostile military or paramilitary action, disruption of state services, accidents involving radiation byproducts or other hazardous materials, outbreak of disease, bioterrorism, or incidents involving weapons of mass destruction.
 - C. "Emergency" means the imminent threat of a disaster causing immediate peril to life or property that timely action can avert or minimize.
 - D. "Incident" means an event or occurrence, caused by either an individual or by natural phenomena, requiring action by disaster and emergency services personnel to prevent or minimize loss of life or damage to property or natural resources. The term includes the imminent threat of an emergency. The term does not include a state of emergency or disaster declared by the governor pursuant to § 10-3-302, MCA or § 10-3-303, MCA.
 - E. "Requesting Agency" means the Agency asking for assistance.
 - F. "Responding Agency" means the Agency sending assistance.
2. **PURPOSE** The specific purpose of this Mutual Aid Agreement is to provide mutual assistance to the Agencies for control of fire, fire prevention, emergency medical services,

hazardous materials control, and/or other emergency support in the event of a Disaster, Incident or other Emergency pursuant to §7-33-2108, §7-33-2202, §7-33-4112 and §10-3-202, MCA.

3. **TERM.** This Agreement shall remain in full force and effect unless amended or terminated.

4. **REQUEST FOR ASSISTANCE.** The fire chief or designee or incident commander from any Agency may request assistance from any other Agency or Agencies to this Agreement if confronted with an Incident, Disaster or other Emergency situation at which the Requesting Agency has need for equipment or personnel in excess of that available to the Requesting Agency. A request for assistance should include the type of incident or emergency and the type of equipment, the number of personnel and specify the location where needed. Nothing in this Agreement precludes a Requesting Agency from making a standing request for assistance for an emergency service zone with the Gallatin County 911 dispatch system.

5. **RESPONSE TO REQUEST.** Upon receipt of a request the Responding Agency will determine if the Responding Agency has equipment and personnel available to respond to the request of the Requesting Agency and determine the type of the equipment and number of personnel available. In the event the requested equipment and/or personnel are not available, then the Responding Agency shall immediately advise the Requesting Agency that assistance cannot be provided.

6. **ASSISTANCE NOT MANDATORY.** Providing assistance to a Requesting Agency is not mandatory.

7. **COMMAND AT INCIDENT SCENE.** Personnel from the Responding Agency shall report to the Requesting Agency's fire chief, designee or incident commander. The Responding Agency's equipment and personnel shall be under the immediate supervision and responsibility of the requesting fire chief, designee or incident commander during the actual operation. The requesting fire chief, designee or incident commander may request an officer of a Responding Agency to assume command. However, relinquishing command shall not relieve the Requesting Agency of responsibility for the operation. 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.

8. **RELEASE FROM INCIDENT.** A Requesting Agency shall release a Responding Agency when services are no longer required or when the Responding Agency is needed for service in its own jurisdiction or upon direct request from the Responding Agency.

9. **OPERATING PROCEDURES.** The Agency Fire Chiefs and/or their designee(s) are authorized to adopt operation procedures, guidelines, policies and plans to implement this Agreement through the Gallatin County Fire Council.

10. **LIABILITY.** Each agency shall be responsible for defending claims made against it or its personnel arising from participation in this Agreement. Agencies shall not be obligated to defend claims made against another Agency or its personnel.

11. **COMPENSATION.** Each Agency agrees that it will not seek compensation for services from any signatory Agency under this Agreement, except as allowed pursuant to federal, state and local laws and regulations. This section does not preclude an Agency from directly seeking compensation or reimbursable expenses from a third party.

12. **REIMBURSEMENT.** A Requesting Agency may provide for fuel and reasonable welfare items for Responding Agencies; however, Responding Agencies may choose to not accept those items.

13. **INSURANCE.** Each Agency agrees to maintain adequate insurance coverage for its own equipment and personnel.

14. **COUNTY SUPPLEMENTAL INSURANCE COVERAGE.** Gallatin County, if a party to this Agreement, agrees to provide supplemental accident and medical insurance coverage, in amounts determined by Gallatin County no less than \$10,000.00 in excess medical and \$25,000.00 in excess death benefits, for those Gallatin County Agency firefighters who are injured while actively engaged in incident response or during transportation to or from an Incident, Disaster or other Emergency under this Agreement. The supplemental coverage is contingent upon the Gallatin County Agency having primary workers' compensation coverage in place prior to any accident. The insurance policy creating such supplemental coverage shall be available upon request from Gallatin County.

15. **AGREEMENT NOT EXCLUSIVE.** This Agreement is not intended to be exclusive as between parties hereto. The parties may, as that party deems necessary or expedient, enter into a separate Mutual Aid Agreement or Agreements with any other party or parties. Entry into such separate Agreements shall not change any relationship or terms of this Agreement unless the parties hereto mutually agree in writing to such change.

16. **ADMINISTRATION, SEPARATE LEGAL ENTITY AND PROPERTY.**

A. No joint board or separate legal entity is created by this Agreement.

B. The ownership of property by each Agency shall not be affected as a result of this Agreement. Property acquired during the term of this Agreement shall belong to the Agency acquiring the property.

17. **FILING OF AGREEMENT.** The original of this Agreement shall be filed with the Gallatin County Clerk and Recorder and copies shall be filed with each Agency.

18. **COUNTERPARTS.** This Agreement may be executed in one or more counter parts, or by facsimile, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned, who are Trustees, Commissioners, Council Members or designated individuals, have executed this Agreement on behalf of their Fire Department, Fire District, Fire Service Area, State Agency or unit of local government, as of the day and year by their names.

END OF AGREEMENT EXCEPT FOR SIGNATURE PAGE(S)