

Whitefish Fire Service Area

Board Meeting Minutes

November 17, 2020 at 6:30pm

Fire Station 22 at 1345 Hodgson Rd

Roll Call

Att: Mark Carlson, Jim Dyon, Dennis Oliver, Jimmy Deats, Cal Dyck (by phone)

Guests: See sign in sheets

Call to order at 6:32 pm

Approval of agenda motioned by Dennis

2nd by Jimmy Deats

Approval of minutes motioned by Dennis

2nd by Jim Dyon

Dennis: hand out attached

Draft of contract attached

Joe talked about study that is going on

Public comment:

- Will we go to fire district
- Looking at growth in WFSA area
- Steering committee

Like to have contract done for city meeting on Dec. 7th

Pay Bills:

10/21/20	UPS Store	#2868	\$9.70
10/27/20	UPS Store	#2869	\$33.25
	Phelps reimbursed us for charges ch#10368/\$42.95		
11/17/20	UPS Store (meeting copies)	#2870	\$48.00
11/17/20	Flathead Electric	#2871	\$92.00
11/17/20	Northwestern Energy	#2872	\$48.39
11/17/20	Flathead County Treas	#2873	\$125.83
	Property taxed for 2020 both halves they will reimburse		
11/17/20	Nelsons Hardware	#2874	\$33.97
11/17/20	Mark Carlson (4 ft Ladder)	#2875	\$47.38

Motion to pay bills by Jimmy Deats

2nd by Dennis Oliver

All I's

Motion to adjourn meeting at 7:40 by Dennis

2nd by Jimmy Deats

All I's

Fireman to Fire Fighter

November 17th, 2020

Whitefish Fire Service Area Meeting
Public Meeting for Contract Proposal Review

Email address for WFSA Board

WFSAbord@yahoo.com

INTERLOCAL AGREEMENT

(Five Year Term/Automatic One-Year Extensions)

THIS AGREEMENT is entered into as of the _____ day of _____, 2020, by and between the City of Whitefish, a municipal corporation ("Whitefish"), and the Whitefish Fire Service Area, a fire service area created by the Flathead County Board of Commissioners pursuant to Section 7-33-2401, et seq., MCA ("WFSA"), with respect to the following facts:

A. Whitefish has an established Fire Department, consisting of trained firefighting personnel who operate firefighting trucks, ladders, accessories and other equipment.

B. Whitefish, through its Fire Department, has the capability of fighting fires in structures not exceeding 35 feet in height from any one side.

C. There is considerable expense incurred by Whitefish and its taxpayers for the purchase, maintenance and operation of fire equipment, and the hiring and retention of firefighting personnel.

D. The WFSA desires to avail itself of such firefighting personnel and equipment when the need arises and is willing to pay reasonable consideration for the use of such personnel and equipment.

E. Whitefish agrees that such firefighting personnel and equipment be used for such purposes.

NOW THEREFORE, it is mutually agreed between the Parties as follows:

1. Interlocal Agreement. This Agreement is established pursuant to the Interlocal Cooperation Act, Section 7-11-101, et seq., MCA. The purpose of this Agreement is to establish a relationship in which the Whitefish Fire Department responds to fire and rescue calls, including but not limited to structure fires, property fires, hazmat material response, wildland fire initial attack, structure protection, rescues, vehicle accidents, and pedestrian accidents, within the Whitefish Fire Service Area, and the WFSA fairly and adequately compensates Whitefish for such services.

2. Term. Except as provided in this section, the term of this Agreement shall be for a period of five (5) years, beginning on the 1st day of July 2021, and terminating on the 30th day of June 2026. In the event either Party does not desire to renew this Agreement for an additional period, a written notice of the intent to terminate this Agreement shall be delivered, to the appropriate representatives of the other Party, at least twelve (12) calendar months before the expiration of this Agreement. If such notice of intent is not delivered within the time period set forth above, then this Agreement shall automatically be extended for an additional one (1) year term, and such extensions shall automatically continue until such notice is given. Annual compensation for any automatic extension shall be calculated at the same growth rate of the previous year.

Given interest by the WFSA to explore the possibility of a volunteer fire department, should the WFSA create and determine its own fire department is ready to accept responsibility for WFSA fire protection services, this Agreement will terminate six months after the notice of intent is provided to the City, but no earlier than June 30, 2024. Details of the transition process are included in Section 16.

3. Compensation Package. The WFSA shall pay to Whitefish compensation for this service, in the amounts shown below, to be used as deemed necessary by Whitefish for, but not limited to, fire equipment, training, salaries, supplies, etc.

This contract will provide for a onetime payment for Whitefish equipment purchase assistance of \$100,000. Payment will be made to Whitefish within 30 days of the final payment.

The Parties agree that semi-annual payments for each fiscal year shall be made to Whitefish by the 15th of July and the 15th of January.

Fiscal Year	Total Amount	July Payment	January Payment
2022	\$314,189	\$157,094	\$157,095
2023	\$326,756	\$163,758	\$163,758
2024	\$339,827	\$169,913	\$169,914
2025	\$353,420	\$176,710	\$176,710
2026	\$367,557	\$183,778	\$183,779

4. Whitefish Sole Control. Whitefish shall act solely under its own best judgment in responding to any fire or rescue calls, and shall be free of the control of any entity including the WFSA, in the methods and procedures used for any such fire or incident it is called upon to respond. WFSA shall have no authority to direct Whitefish or its personnel in their response to fire or rescue calls, or regarding any operational matters. Whitefish shall be responsible for the employment, compensation, and all employer contributions for all personnel, both volunteer and full-time firefighters.

5. Subrogation. WFSA grants to Whitefish a right of subrogation against any third

parties suspected of or alleged to be (or found to be) liable or responsible for the setting or starting of any fire or incident, whether by negligence or other theory of liability, and in response to which Whitefish is required to expend resources by this Agreements.

6. WFSA Fire Station(s). The Parties acknowledge and agree that any fire stations owned by the WFSA shall be made reasonably available for use by Whitefish as it deems necessary and appropriate, without payment of any rent or other compensation by Whitefish. WFSA equipment will have priority to utilize all bays. The WFSA shall be responsible for and shall pay for all maintenance, insurance, upkeep and utilities associated with fire stations that it owns. WFSA will contract one deep cleaning annually for each fire station. Whitefish will be responsible for all daily cleaning behind themselves and their use of the stations. Whitefish will be responsible for all cleaning of the Burn Tower.

7. WFSA Burn Tower. The Parties acknowledge and agree that the burn tower owned by the WFSA shall be made available for use by Whitefish to train as it deems necessary and appropriate, without payment of any rent or other compensation by Whitefish during the term of this Agreement. The WFSA shall be responsible for and shall pay for all maintenance, including annual inspections per the National Fire Protection Association (NFPA) and manufacturer, insurance, upkeep and utilities associated with the burn tower. Annual inspections will be scheduled and tracked by Whitefish. Dates of inspection and cost estimates will be given to WFSA when scheduled. WFSA agrees to pay for inspections within 30 days of receipt of invoice.

While damage was sustained to the burn room during a training session held by Whitefish, Whitefish was not negligent in its actions. Whitefish shall compensate WFSA half of all repair and upgrade costs up to \$30,000 supported by paid invoices to repair and upgrade the burn room. Any remaining amount in excess of \$60,000 will be paid by the WFSA.

8. Ambulance Service. WFSA Whitefish, through its agreement with Flathead County EMS, has exclusive rights to provide first responder ambulance service within the WFSA. The WFSA shall not be required to pay compensation with respect to such ambulance service. None of the compensation to be paid by the WFSA under this Agreement is considered by the parties to be compensation for ambulance service.

Whitefish firefighters support the Whitefish ambulance first responders with additional staffing to assist with many situations including, but not limited to:

- Lifting and carrying patients
- Vehicle Extrication
- Water and Ice Rescue
- Traffic Control
- Labor intensive medical procedures like "Pit-Crew CPR"

- Establishing an LZ for the Alert Medical Helicopter
- Decontamination at Hazmat scenes
- Technical Rescue (rope, confined space, trench)

Should WFSA operate its own volunteer fire department and this Agreement terminates, the responsibility of providing fire, rescue and hazmat services will fall to the new WFSA fire department. The ability of the WFSA fire department to provide these services in timely manner will affect the safety of the Whitefish ambulance first responders and patients. Whitefish must provide for the safety of its first responders and will evaluate the ability to continue to provide ambulance services to the WFSA should inadequate support occur as a result of this Agreement terminating. Whitefish and the WFSA do agree that an option to provide that support service could be a later negotiated contract to compensate Whitefish for that service.

9. Whitefish Insurance. Whitefish agrees to carry insurance protecting itself against damage by reason of personal injuries which may be sustained by its firemen while on duty, and for property damage which may be caused through negligent operation of this equipment by its agents or servants, but not otherwise.

10. Indemnification. Whitefish agrees to indemnify, defend and hold WFSA harmless from any and all claims, liabilities, demands or causes of action arising from Whitefish's duties, obligations and performance under the terms of this Agreement. WFSA agrees to indemnify, defend and hold Whitefish harmless from any and all claims, liabilities, demands or causes of action arising from WFSA's duties, obligations and performance under the terms of this Agreement.

11. No Restriction on Whitefish. Nothing in this Agreement shall be interpreted to prohibit or restrict Whitefish from contracting to provide firefighting or ambulance services to other individuals or entities.

12. Coordination Meetings – Annual Report. Subject to Paragraph 4, WFSA Board and Chief of Whitefish Fire Department shall meet at least once per year for the purpose of cooperation/coordination, problem identification and contract performance review. In February, the Fire Department shall present an annual report to the Board detailing all services that were provided by Whitefish Fire Dept. within the past calendar year including, but not limited to: number of structure fires, average response times for structure fires, number of structure fires where other fire departments participated, false alarms, vehicle accidents where fire trucks/apparatus attended, ambulance calls, mutual aid calls answered outside the WFSA, time spent on calls and trend data (including percentages) associated with each category. Numbers should be included for calls within the City of Whitefish, within the WFSA and Mutual Aid outside the WFSA.

13. WFSA Boundaries. The WFSA Board may consider changes and extensions of the WFSA boundaries. Any extensions approved by the WFSA will not be covered by this Agreement without approval by the Whitefish City Council. Final approval or disapproval will be given by the Flathead County Commissioners.

14. Acts of God. It is understood and agreed that acts of God, such as inclement weather, impassable roads, or forces beyond the control of Whitefish, shall excuse performance on its part; it being fully understood that circumstances might exist whereby the equipment, manpower and other resources of the Whitefish Fire Department might be over-taxed to the extent that service might be impaired. Such contingency is mitigated by the execution of mutual aid agreements herein mentioned.

15. Notice of Default. Should either Party conclude that the other is in default with regard to any terms or conditions of this Agreement, written notice shall be provided to the other Party detailing the claim of default. Each of the Parties agrees to respond promptly to such written notice. In the event such alleged default cannot be resolved within a period of forty-five (45) days, arbitration shall take place. One arbitrator shall be chosen by each of the Parties and those two arbitrators shall pick a third arbitrator, mutually acceptable. The three arbitrators shall take evidence by hearing, written exhibits, consideration of contractual provisions or any other expedient method and shall, by majority vote of two out of three, resolve the issue. This arbitration shall be binding upon both Parties.

16. Other Acts of Cooperation. With the potential for the WFSA to create and manage its own volunteer fire department Whitefish will transition fire protection services to the WFSA upon the termination date of this Agreement as described in Section 2.

Montana Code Annotated dictates there is only one Fire Chief with specific power and duties per jurisdiction. While Whitefish is under contract to provide fire protection to the WFSA, the Whitefish Fire Chief shall fill the role of Fire Chief for the WFSA. Once the WFSA creates its own fire department the Board of Trustees will appoint a Fire Chief who shall fill the role of Fire Chief upon termination of this Agreement.

Prior to the termination of this Agreement Whitefish volunteer firefighters wishing to protect the WFSA may respond to the nearest fire station when called to an emergency. Response will follow Whitefish Standard Operating Procedures based on the emergency call and the volunteer's qualifications. The apparatus responding and volunteer crew will constitute an "Engine Company" and fall into the Incident Command Structure established on each emergency scene. Typically, the Incident Commander is the on-duty Captain or senior Whitefish Firefighter and may transfer to a later arriving Chief Officer.

As the numbers of volunteers grow that respond out of a fire station in the WFSA additional training will be provided and Company Officers (Lieutenants or Captains) may be appointed to

supervise their responders within the Incident Command System.

As described in Section 2., if the WFSA determines it will provide its own fire protection services through it's a volunteer fire department the WFSA will notify the City of the date of separation no less than six months before the transition date. On that date, the relationship between Whitefish and the new WFSA volunteer fire department will move to mutual-aid partners and follow the Flathead County mutual-aid agreement. The responsible fire department (host agency) will provide the Incident Commander and responding mutual-aid companies will have a Company Officer who supervises their Company and reports into the Incident Command Structure. At any time, a Company may leave an emergency if determined necessary by the Company Officer.

During the term of this Agreement WFSA volunteers may respond mutual-aid and fall under the command of Whitefish if each volunteer firefighter is outfitted with NFPA turnout gear, an approved self-contained breathing apparatus, and are trained to a NFPA Firefighter 1 level.

WFSA agrees that Whitefish will have use of the burn tower throughout this 5 year contract. Should WFSA separate to its' own volunteer system, Whitefish will be able to use the tower at any time that a prior scheduled training is not planned.

18. Venue. It is understood that venue for enforcement of this Agreement shall be in Flathead County, should any legal action be commenced or required.

19. Attorneys' Fees. In the event of any litigation or arbitration to enforce or interpret the provisions of this Agreement, or to remedy a breach thereof, the prevailing Party shall be entitled to reasonable attorneys' fees as fixed by the court or arbitrator.

20. Mutual Aid. WFSA agrees that it will not object to any Mutual Aid agreements that have been signed by Whitefish and that affect WFSA boundaries. Should WFSA proceed with a volunteer fire department in accordance with Section 2, it will be the responsibility of the WFSA to negotiate a mutual aid agreement with Whitefish and other Flathead County agencies.

21. Invalidity. Should any term or provision of this Agreement be held invalid or unenforceable by any court, for any reason, the remaining terms and conditions shall be in full force and effect, and unaffected by the illegality or invalidity of any other term or condition.

22. Approval by Commissioners. The Parties understand and agree that the funding and fee schedule upon which this Agreement is predicated must be approved by the Flathead County Commissioners in accordance with Section 7-33-2404 MCA. Should such funding and fee schedules be disapproved by the Flathead County Commissioners, then either Party may declare this Agreement null and void, after first providing thirty (30) days prior written notice to the other Party.

23. Necessary Acts. Each Party to this Agreement agrees to perform any further acts

and execute and deliver any further documents that may be reasonably necessary to carry out the provisions of this Agreement.

24. Time of Essence. Time is of the essence in the performance of all obligations under this Agreement.

25. Entire Agreement. This Agreement contains the entire agreement of the Parties hereto and supersedes any prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, between the Parties hereto relating to the subject matter contained in this Agreement which are not fully expressed herein. The provisions of this Agreement may be waived, altered, amended or repealed in whole or in part only upon the written consent of all Parties to this Agreement.

26. No New Entity. No separate legal entity is created pursuant to the terms of this Agreement.

27. No Jointly-Owned Property. The Parties shall not jointly acquire or own any property, nor shall the Parties be required to contribute funds or bear any expenses other than those identified herein.

28. No Wavier. The waiver by one Party of the performance of any covenant, conditions or promise shall not invalidate this Agreement, nor shall it be considered as a waiver by such Party of any other covenant, condition or promise. The delay in pursuing any remedy or in insisting upon full performance for any breach or failure of any covenant, condition or promise shall not prevent a Party from later pursuing remedies or insisting upon full performance for the same or any similar breach or failure.

November 17th, 2020
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Email address for WFSA Board

WFSABoard@yahoo.com

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22. Approval by Commissioners. The Parties understand and agree that the funding and fee schedule upon which this Agreement is predicated must be approved by the Flathead County Commissioners in accordance with Section 7-33-2404 MCA. Should such funding and fee schedules be disapproved by the Flathead County Commissioners, then either Party may declare this Agreement null and void, after first providing thirty (30) days prior written notice to the other Party.

23. Necessary Acts. Each Party to this Agreement agrees to perform any further acts and execute and deliver any further documents that may be reasonably necessary to carry out the provisions of this Agreement.

24. Time of Essence. Time is of the essence in the performance of all obligations under this Agreement.

25. Entire Agreement. This Agreement contains the entire agreement of the Parties hereto and supersedes any prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, between the Parties hereto relating to the subject matter contained in this Agreement which are not fully expressed herein. The provisions of this Agreement may be waived, altered, amended or repealed in whole or in part only upon the

written consent of all Parties to this Agreement.

26. No New Entity. No separate legal entity is created pursuant to the terms of this Agreement.

27. No Jointly-Owned Property. The Parties shall not jointly acquire or own any property, nor shall the Parties be required to contribute funds or bear any expenses other than those identified herein.

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10. 2023

	A	B	C	D
		SIGN IN SHEET ADDRESS	PHONE	EMAIL
1				
2	NAME		PHONE	EMAIL
3	John Van DenBurg	953 Hodgson	602 805286	JOHNVANJ11@AOL.COM
4	Gerald S. Penney	1130 Hodgson Rd	4063140494	ThunderJetTwo at@gmail.com
5	Harley Maunera	224 Paulina St.	406-862-5718	harley@mountainstyle.com
6	Roger Bowles	2994 Rest Haven Dr. Wt	509-952-2574	nowlesmd@cwhealth.net
7	Ed Lieser	1355 Lion Mt D.	406-471-2822	liesered@yahoo.com
8	Pete Ellsorn	427 Antelope TR	406-309-5407	lakercraike@gmail.com
9	Dave Kaufman	4610 Hwy 40	406 250-5779	
10	Sabrie Foley	5630 Hwy 93 W	406-871-8626	sabrife@yahoo.com
11	David Metcalfe	=	406-314-0806	shaz23@hotmail.com
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14				

11.17.25

	A	B	C	D
1	Print	SIGN IN SHEET		
2	NAME	ADDRESS	PHONE	EMAIL
15	DIANE CONRARDI	350 Twin Lakes Rd, PO Box 5614 WF	471-5817	diane@loudwaterlan.com
16	Woody Cox	PO BOX 4243 W HITE RISH, WV	270-3514	woodycox45@gmail.com
17	HARLEY MUMMA	224 Richwoods Dr WF	406-861-8118	harley@montmasks.com
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11.17.20

	A	B	C	D
	Print	SIGN IN SHEET ADDRESS	PHONE	EMAIL
1				
2	NAME	SIGN IN SHEET ADDRESS	PHONE	EMAIL
15	Thomson's Morgan	49 Highwood Dr	862 6353	quinnph@centurylink.net
16	Michelle Morgan	366	862 5202	
17	Kentel Anderson Garcia	50105 GAITHER RD	555 1432	kentelgarcia@gmail.com
18	Pete + Hodder Ellsworth	487 Amblyne Trl W	871-9927	
19	Gary Moore	P.O. Box 1833	-	-
20	Jessie Johnson	655 Mulholland		
21	Davis K. Thomas	4610 Hwy 43	214 3169	-
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23				
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