



Hyalite Rural Fire District

Board Meeting Synopsis Approval Form

The written synopsis of the June 16, 2020 Hyalite Rural Fire District (HRFD) Board of Trustees meeting was approved by motion of the HRFD Board of Trustees on July 21, 2020.

Chair Signature

Eugene M. Geddes, III

Printed Name

Secretary Signature

Nick Shrauger

Printed Name

**HYALITE RURAL FIRE DISTRICT
BOARD OF TRUSTEES REGULAR PUBLIC MEETING
SYNOPSIS**

DATE: JUNE 16, 2020

TIME: 7:00 p.m.

LOCATION: Sourdough Fire Station, 4541 S. 3rd Rd., Bozeman, MT

In compliance with [MCA 2017 2-3-212](#) and the Hyalite Rural Fire District Bylaws, the minutes of HRFD Board of Trustees open public meetings are comprised of an audio recording and a written synopsis. The audio recording is designated as the official record of a meeting. The written synopsis serves to assist the public in accessing portions of the audio recording and is a good faith attempt to provide the public with another method to be informed about the actions of the Board. The minutes are available to the public at www.hyalitefire.org/board-meeting-minutes/ or at the Hyalite Rural Fire District Administrative Offices, 4541 S. 3rd Rd., Bozeman, MT, during its standard business hours.

TRUSTEES IN ATTENDANCE:

Pete Geddes
Justin Miller
Walt Zidack
Nick Shrauger
Jason Jarrett

STAFF IN ATTENDANCE:

Jason Revisky, Fire Chief
Brian Nickolay, Assistant Fire Chief
Sheryl Wyman, Administrative Assistant

PUBLIC IN ATTENDANCE:

Pat Wilson
Chelsea Pardo, Bozeman Green Build
Alan Harper
Michael Buffington
Steve White
Bob Ogren – Via Conference Call
Betty McCoy – Via Conference Call

0:00:15	CALL TO ORDER OF HYALITE RURAL FIRE DISTRICT Chair Geddes called the meeting to order and reminded the public that the meeting was being recorded. Chair Geddes asked if there were any public comment on items not on the agenda. None requested.
0:01:00	ELECTION OF OFFICERS – CHAIR, VICE CHAIR, TREASURER, SECRETARY Through e-mail exchanges everyone agreed to serve in their current positions. Chair Geddes asks for any public comment – none given. Chair Geddes asks for any board discussion – none given. Motion: Chair Geddes makes a motion to re-nominate the current officers. Trustee Jarrett seconds to move by acclamation that all trustees be reinstated. No opposition.

	Vote: Unanimous approval
0:02:12	<p>HYALITE CONSENT AGENDA</p> <p>Chair Geddes asked if there were any requests to remove items from the Consent Agenda. There were no such requests. Chair Geddes asks for any public comment on the Consent Agenda – none given. He asked for motion to approve the Consent Agenda.</p> <p>Motion: Trustee Miller made the motion to approve consent agenda as presented. Trustee Jarrett seconded the motion.</p> <p>Vote: Unanimous approval</p> <p><i>[See May 19, 2020 Board Packet for Consent Agenda items approved.]</i></p>
	REGULAR AGENDA
0:02:37	<p>Discussion and Decision – Solar Grant Project Contract Approval</p> <p>Trustee Shrauger provided the board with the bid opening information. Only one bid was received-Bozeman Green Build in the amount of \$51,250.00. The contract states they will provide the 28,400 Watt system for the same bid amount as provided for the 19,500 Watt system.</p> <p>Chelsea Pardo from Bozeman Green Build provides information on the contract and project.</p> <p>Chair Geddes asked for board discussion – Comments given by Trustees Miller and Zidack and Chief Revisky.</p> <p>Chair Geddes asked for public comment – none given.</p> <p>Chair Geddes asks for further board discussion – none given.</p> <p>Motion: Trustee Shrauger made a motion to award the contract for the solar grant project to Bozeman Green Build in the amount of \$51,250.00.</p> <p>Chair Geddes asks for public comment on the motion – none given.</p> <p>Second: Trustee Zidack seconded the motion.</p> <p>Vote: Unanimous approval.</p> <p><i>[See Attachment A for Solar Project Contract with Bozeman Green Build]</i></p>
0:07:02	<p>Review of Board Policies – Maintenance Captain and Administrative Assistant Job Descriptions</p> <p>Chair Geddes asked for board discussion on Maintenance Captain job description – none given.</p> <p>Chair Geddes asked for public comment – none given.</p> <p>Motion: Trustee Miller made a motion to approve the job description for the Maintenance Captain.</p> <p>Chair Geddes asks for any public comment – none given.</p> <p>Second: Trustee Zidack seconded the motion.</p> <p>Vote: Unanimous approval.</p> <p>Chair Geddes asked for board discussion on Administrative Assistant job description – none given.</p> <p>Chair Geddes asked for public comment – none given.</p>

	<p>Motion: Trustee Jarrett made a motion to approve the job description for the Administrative Assistant. Chair Geddes asks for any public comment – none given. Second: Trustee Miller seconded the motion. Vote: Unanimous approval.</p> <p><i>[See Attachments B and C for Job Descriptions of Maintenance Caption and Administrative Assistant]</i></p>
0:09:06	<p>Discussion and Decision – Procurement Policy – Draft</p> <p>Discussion was held regarding the procurement policy.</p> <p>Citizen Steve White makes comments.</p> <p>Chair Geddes asked for board discussion – Trustee Shrauger gives background of discussions with subcommittee. Trustee Zidack and Chief Revisky makes comments. Steve White makes comments. Chair Geddes asked for more board discussion – Trustees Jarrett, Miller and Geddes makes comments. Trustees Shrauger and Zidack makes comments.</p> <p>Chair Geddes asks for any public comment – none given. Chair Geddes asks for any board discussion – none given.</p> <p>Action to be Taken: Chair Geddes will provide another draft procurement policy proposal for the full board.</p> <p><i>[See Attachment D for Procurement Policy Attachments]</i></p>
0:34:24	<p>Discussion and Decision – Contract Agreement with DNRC</p> <p>Assistant Chief Nickolay provides background and information on his role with wildland fire incidents. He would be added to the DNRC County Assist Team. Trustees Zidack, Jarrett and Shrauger asks questions. Chair Geddes makes comments.</p> <p>Assistant Chief Nickolay goes over costs.</p> <p>Chair Geddes asks for any board discussion – Trustee Shrauger asks question. Chief Revisky makes comments. Chair Geddes asks for any board discussion – none given. Chair Geddes asks for any public comment – none given.</p> <p>Motion: Trustee Shrauger made a motion to accept the proposal presented by Assistant Chief Nickolay. Chair Geddes asks for any public comment – none given. Second: Trustee Jarrett seconded the motion. Chair Geddes asks for any public comment – none given. Vote: Unanimous approval.</p> <p><i>[See Attachment E for Contract Agreement with DNRC]</i></p>
0:47:27	<p>Discussion – Ambulance Transport Proposal</p> <p>Chief Revisky provides further information and background regarding adding ambulance transport to the services of HRFD. The district has always provided</p>

	<p>emergency medical services to the community and has EMTs on staff. HRFD responds to every medical call to the community, but has not provided transport from the patient's home to the hospital. Recently HRFD has had to provide transport due to the ambulance service not able to respond to the district. Staffing is already in place due to the number of EMTs on the volunteer roster and they are excited to participate in transporting patients. Chief Revisky stated the ambulance the department currently uses is getting "long in the tooth" and needs replacement anyways and believes will be purchased through capital replacement. There will be no additional insurance costs. Our current insurance policy already covers medical transport. Chair Geddes adds the volunteers are excited and willing to be involved in medical transport and an advantageous recruiting tool. Chief Revisky requests direction from the board on whether HRFD wants to pursue this course of action.</p>
0:58:58	<p>Chair Geddes asked for board discussion – Trustees Jarrett, Shrauger makes comments. Trustee Zidack asks questions. Chief Revisky provides additional information. The proposal will not require additional mills from the taxpayers. The staffing model won't be changed.</p>
1:07:33	<p>Chair Geddes asked for public comment – Steve White provides handouts and makes comments. Chief Revisky comments.</p>
1:15:47	<p>Chair Geddes asked for more board discussion – Trustees Geddes, Shrauger, Zidack, and Jarrett asked further questions and made comments. Chief Revisky answers questions.</p>
1:36:12	<p>Chair Geddes asked for further public comment – Steve White makes further comments.</p> <p>Chair Geddes asked for further board discussion – Trustees Zidack and Geddes makes comments regarding board direction. Trustee Shrauger asks further questions. Chair Geddes states that asks that Chief Revisky provides the board with answers to questions regarding the service and operations component. Chair Geddes understands the need for a new ambulance and that it is already on schedule to be replaced through the capital replacement plan.</p> <p>Chief Revisky suggests having a special meeting to invite the public to comment and ask questions. Chair Geddes would like to have another board meeting before a special meeting.</p> <p>A subcommittee will be formed with Chief Revisky, Citizens Pat Wilson, Alan Harper, and Steve White to meet and address questions.</p> <p><i>[See Attachment F for White's Handouts (Ambulance Considerations; Factors to Consider for Fire Departments Thinking About Providing Ambulance Service by Joe Maruca)]</i></p>
1:47:54	<p>Discussion - Fire Chief's Report</p> <p>Chair Geddes asked for public comment on the fire chief's report– none given.</p> <p>Discussion held regarding the Wildland BBQ and precautions being made due to COVID-19. Department personnel will all have masks and gloves. The bounce house has been cancelled. Social distancing will be in place with tables and seating.</p>

	<p>Chair Geddes asked for more board discussion – Trustee Zidack states that he feels the proper precautions will be made and the public can then decide if they want to participate in the event.</p> <p><i>[See Attachment F for Fire Chief's Report]</i></p>
1:50:27	<p>Trustees' Activities</p> <p>None Reported</p>
1:50:32	<p>Announcements</p> <ul style="list-style-type: none"> • Wildland BBQ scheduled for June 24, 2020 from 4:00 – 8:00, Cottonwood Fire Station • Next meeting will be held July 21, 2020.
1:51:03	ADJOURNMENT



NABCEP Certified Solar PV Installer
NABCEP Certified Solar Thermal Installer
350 Heidner Lane, Bozeman, Montana 59718
P: 406.580.6068 F: 406.388.8828
e-mail: info@bozemangreenbuild.com

CONSTRUCTION CONTRACT

This Contract is made this ___ day of June 2020 by and between Contractor and Owner as follows:

CONTRACTOR:	John Palm Bozeman Green Build 350 Heidner Ln. Bozeman, MT 59718 Phone: 580-6068 E-Mail: info@bozemangreenbuild.com
OWNER:	Hyalite Rural Fire District 4541 S 3rd Rd Bozeman, MT 59715 Email: admin@hyalitefire.org

Contractor and Owner, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1: The Work of this Contract

Description

The Contractor will provide and install a grid-tied solar PV system with the following characteristics:

- DC Nameplate Rating: 28,400 Watts
- Location: South-facing Station Roof
- Mounting Type: Iron Ridge Roof Flush Mount Racking & Iron Ridge Tilt Legs
- Module Make and Model: (71) Hanwha Q Cell 400-Watt Modules
Note: BGB reserves the right to substitute PV modules of equivalent quality at its sole discretion.
- Inverter Make and Model: (1) Fronius PRIMO 12.5 & (1) Fronius PRIMO 15.0

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Note: BGB reserves the right to substitute Inverter of equivalent quality at its sole discretion.

- Optimizers: (71) TIGO TS4-A-O
- Data Monitoring: Fronius Solar.web

Note: The ability of the data monitoring system to function properly is contingent upon the presence of a multi-cast capable modem/router.

If Owner's modem/router is unable to support the Fronius communication protocols, Owner is solely responsible for the provision of any additional equipment that may be necessary to facilitate data monitoring. Cellular "Hotspots" are known to provide inconsistent and unreliable data transmission.

This Contract includes the following data monitoring labor limits:

- (2) man hours to complete initial set up of the data monitoring. Any additional hours will be billed at \$75/hour.
- (1) man hour to for Post-Installation troubleshooting. Any additional hours will be billed at \$75/hour.

The Contractor will provide the following services for completion of the solar PV installation:

- System design including site plan schematic and one-line diagram
- Provision of all primary equipment and materials for completion of the electrical generating system including the solar PV equipment listed above
- Provision of all electrical labor including installation and wiring of solar PV modules, inverters, AC disconnect and utility intertie
- Provision of required cabling for data monitoring set up
- Provision of State of Montana Electrical Permit

The Contractor will provide the following administrative services:

- Provide 7-day notice to Owner in advance of shutting off power required to complete grid-tie work

ARTICLE 2: Date of Commencement and Substantial Completion

The Period of Performance of this contract begins September 1st. The Contractor shall achieve substantial completion no later than October 30th.

ARTICLE 3: Cost of the Work

The Owner shall pay the Contractor for the cost of the Work for the Contract Sum of **\$51,250.00** to be paid as set forth in Article 5. The Construct Sum includes the Cost of the Work to be provided by the Contractor as listed in this Contract, including all equipment, materials and labor necessary to complete the installation of a roof-mounted, grid-tied 28.4 KW solar PV system.

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ARTICLE 4: Subcontracts

Contractor may subcontract with subcontractors to perform those portions of the Work that Contractor does not customarily perform with its own personnel. The Owner shall communicate with subcontractors only through the Contractor.

ARTICLE 5: Financing and Schedule of Payment

Financing: Owner represents that Owner has arranged sufficient financing to comply with this Contract. Before commencing work under this Contract or at any time during the progress of the work, Contractor may request from Owner or its Project financier evidence in writing (acceptable to Contractor) of financing for the work.

Schedule of Payments:

Initial Payment*: Due within 14 days of execution of this contract	\$ 26,614.00
Second Payment*: Due upon completion of system commissioning	\$ 23,386.00
Final Payment: ** Due upon approval by State Electrical inspector and installation of Net Meter by NorthWestern Energy	\$ 1,250.00
TOTAL:	\$51,250.00
*Note: If Owner terminates this Contract prior to the start of construction, Contractor shall be entitled to retain all of the Initial Payment as liquidated damages for lost profit and lost business opportunity, and not as a penalty. If Owner terminates this Contract after the start of construction, Contractor shall be entitled to retain all of the Initial Deposit as liquidated damages, in addition to any payments due based on status of completion of the Work.	

Following the Initial Payment, all payments are due within (5) business days of receipt of invoice. Payments shall be considered late after (5) business days. Interest shall accrue on late payments at a rate of 18% per annum.

ARTICLE 6: Changes in Scope of the Work

During the course of the Work, Owner may increase the Scope of Work by requesting Contractor to perform additional work. The changes shall be executed by the Contractor on a time and material basis. The Contract Sum shall be increased accordingly.

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ARTICLE 7: Insurance

General Liability: Contractor has a current Commercial General Liability policy, which it will carry at all times during the prosecution of this Project.

Workers Compensation: Contractor shall maintain a worker's compensation insurance policy at all times during the prosecution of this Project.

Personal Liability: Owner may choose to carry at his/her expense a liability policy extending liability protection on Owner's behalf to the Project and premises with limits of liability to be determined by Owner. Each party shall issue a certificate of insurance to the other prior to construction. Contractor and Owner hereby waive all claims against each other for fire damages or damages from other perils covered by the insurance provided for in this Article. Contractor is not financially responsible for damage to construction work in place or materials on the jobsite, or for damage to Owner's items left in work areas, or for delays to schedule due to Force Majeure events.

ARTICLE 8: Warranties

Contractor provides to Owner and Owner only a nontransferable limited warranty for this PV Installation as follows:

- 15-year warranty against defects in installation workmanship including assumption of 100% of the repair and replacement costs of any system components that fail to perform due to faulty installation.
- All equipment failures will be warranted by the respective manufacturers.

OWNER UNDERSTANDS THAT THE EXPRESS WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. ANY IMPLIED WARRANTY THAT EXISTS DESPITE THIS DISCLAIMER IS LIMITED TO A PERIOD OF ONE (1) YEAR. THIS LIMITED WARRANTY EXCLUDES CONSEQUENTIAL AND INCIDENTAL DAMAGES AND LIMITS THE DURATION OF IMPLIED WARRANTIES TO THE FULLEST EXTENT PERMISSIBLE UNDER STATE AND FEDERAL LAW.

ARTICLE 8: Right to Cure

Contractor, at Contractor's discretion, shall have the right to cure by repair or replacement of any defective components of the Project that do not meet the conditions of the Contract, or fail to perform to industry standards and function in accordance with its intended purpose. Owner shall give Contractor written notice of such defects. Contractor shall have a reasonable opportunity to correct such defects.

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ARTICLE 9: Dispute Resolution

Any dispute that arises between the parties shall be submitted to mediation by an attorney with significant construction law experience. Attorney shall be selected as follows if the parties cannot mutually agree to a mediator: The Owner shall nominate a third party and the Contractor shall nominate a third party; the nominated parties shall then agree to the selection of the mediator. The nomination and selection of the mediator shall occur not later than twenty days after one party demands mediation of the other.

Once the mediator has been identified, mediation shall be held within 60 days or later but as soon as reasonably possible if necessary to accommodate the mediator's schedule.

If mediation fails and the dispute is of such significance that the parties are no longer able to proceed on the Project, the parties shall proceed to litigation in a court venued where the Project is located.

If the mediation fails and the dispute has not prevented the parties from continuing to perform on the Project, the parties may delay litigation until after the Project is completed or substantially completed, subject to time limits applicable by law, so that all disputes not successfully mediated might be resolved in one action.

Any mediation or litigation procedure that arises under this contract is governed by Montana law.

Costs of mediation shall be shared equally by the parties. In the event of litigation, the prevailing party is entitled to recover from the other party for its reasonable attorney fees and costs of litigation.

ARTICLE 10: Contractor's Right to Suspend Performance and Terminate Contract

Contractor shall have the right to stop all work on the Project if payments are not made to Contractor in accordance with the Payment Schedule in this Contract. Simultaneous with suspending work on the Project, Contractor shall give Owner written notice of the nature of Owner's default and must give Owner a 10-day period in which to cure this default.

If Owner fails to cure the default within ten days following Contractor's notice of suspension, then Contractor may give Owner notice of termination. Twenty days thereafter, if the Owner continues to fail to cure the default, Contractor may terminate

this Contract. In such event, Contractor is relieved from all other contractual duties, including warranty work.

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Neither the suspension of Work nor the termination of Work in accordance with this Article shall be deemed to be a breach of contract.

ARTICLE 11: Owner's Right to Suspend Construction and Terminate Contract

The Owner may terminate this Contract if the Contractor materially breaches this Contract.

When the Owner has a reason to terminate the Contract, the Owner, after giving the Contractor seven days' written notice to cure, may terminate the Contractor and may finish the Work by whatever means the Owner deems expedient.

In such case, the Contractor shall not be entitled to receive further payment until the Work is completed, and then, shall only be entitled to such payment after setoff by the Owner of the costs incurred by the Owner to complete the Contractor's work.

The Owner may suspend the Work for such time as the Owner may determine. In such cases, the Contract Sum and the Contract Time shall be adjusted by Change Order or, if the parties fail to agree to an adjustment, for an equitable time.

The Owner may, at any time, terminate this Contract for the Owner's convenience.

If the Owner terminates this Contract for its convenience, the Owner shall pay the Contractor as set forth in Article 4.

ARTICLE 12: Assignment

In the event one or more persons or entities are identified herein as Owners, then they shall be jointly and severally liable and the terms hereof shall bind the heirs, executors, successors, assigns, and legal representatives of the parties hereto. The signature of one Owner shall be binding on all Owners with respect to any changes in the Contract Documents.

ARTICLE 13: Additional Owner's Responsibilities

Owner shall make the Project area accessible during normal business hours.

Owner shall verify and inform Contractor of all easements and encroachments on the property. Owner shall verify compliance with county development regulations or covenants.

Owner shall be responsible for any engineering fees, including electrical and structural, and including for P.E. stamped drawings, unless provided under separate agreement.

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ARTICLE 14: Notice

Notices: All notices required by this Contract shall be sent to the addresses listed above for the appropriated parties unless otherwise modified in writing. Email is an acceptable form of giving notice.

IN WITNESS WHEREOF, Owner and Contractor have executed this Contract as of the day, month and year set forth above.

Owner and Contractor have signed copies of this Contract.

Owner signature acknowledges the contents of the pages to this Contract and that they have read such content (each page to be initialed by Owner).

<p>CONTRACTOR:</p> <p>By _____ John Palm, Bozeman Green Build</p>	<p>OWNER:</p> <p>By _____</p> <p>Its _____ Hyalite Rural Fire District</p>
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REQUEST FOR BIDS (cont.)

BID FORMLUMP SUM PRICING

In submitting this Proposal, I agree:

1. To perform all the scope of work and meet the qualifications described in this RFP.
2. To hold my Proposal open **30** consecutive calendar days.
3. To meet Hyalite Rural Fire District's minimum insurance requirements for construction.
4. I certify that I am not presently working beyond the contract time including and authorized extensions of time on any previously awarded public contract in the State of Montana.

I will perform the scope of work for the Hyalite Rural Fire District Solar PV project for the lump sum price of

Fifty one thousand two hundred and fifty dollars (\$ 51,250.00)

Respectfully Submitted:

Date: 6/3/20

By: John Palm, Bozeman Green Build

Contractor



Signature

Owner/President

Title

350 Heidner Lane Bozeman, MT 59718

Business Address

10196

Mont. Public Contractor's License No
(Seal - if by a Corporation)

81-0480276

FEDERAL ID NUMBER



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PROPOSAL QUALIFICATIONS
Hyalite Rural Fire District
Sourdough Station Solar PV Installation
June 3, 2020

Firm Information

Name: Bozeman Green Build

Mailing address: 350 Heidner Lane
Bozeman, MT 59718

Website: www.bozemangreenbuild.com

Primary contact: John Palm, CEO

Email: info@bozemangreenbuild.com

Contact Phone: Tel: 406-580-6068
Fax: 406-388-8828

A. Registered Contractor in the State of Montana

Yes, Contractor License #: 10196

B. NorthWestern Energy approved Photovoltaic Installer

Yes.

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C. Prime Contractor shall have completed in the last two years at least three Photovoltaic Grid-Tie Systems of similar size to this project.

Company Profile

Bozeman Green Build, founded by John Palm in 1991, has been designing, engineering and installing Solar PV Systems in Montana for 29 years. From small, stand-alone battery systems to large grid-tie systems, we have been responsible for the installation of over 2 Megawatts of renewable electrical generating capacity.

Bozeman Green Build prides itself on leading the state in the design and installation of solar PV systems at school and nonprofits. To date we have developed and implemented systems at 27 schools across the state. Our project, "Hi-Line Solar Schools" brought educational solar PV systems to eight schools from Valier to Glasgow. In the last two years alone Bozeman Green Build has installed 50 KW systems at eight schools. We have also implemented solar PV systems at three of the state's libraries including a 50 KW system at the Lewis and Clark Library in Helena, and a 30 kW system at the Billings Public Library.

BGB has a wide array of experience implementing complex engineering and design solutions for several projects. For example, at the Watson Irrigation project we faced the problem of installing a 50 KW system on the roof of a lean-to shed lacking structural soundness. We worked with our structural engineer to arrive at a solution that allowed us to preserve the storage building and superimpose a steel pipe and I-beam support structure through and above the existing roof. The solution involved custom fabrication and welding of the steel components. We have found that our depth of experience makes us especially well-suited to solving complex engineering and design challenges.

Project Experience

Sacajawea Middle School

49.83 kW Roof Mount System

Modules: (151) Canadian Solar 330 Watt

Inverter: SMA Sunny Core 1 Tripower 50 kW

Racking: Unirac Ballasted System

Location: Bozeman, MT

Owner: Bozeman School District

GC: Bozeman Green Build

Date of Commissioning: June 26th, 2018



Photo Credit: Bozeman Chronicle

Bozeman Green Build provided installation for the Sacajawea Middle School project.



Hyalite Elementary School

52.85 KW Roof Mount System

USB (NorthWestern Energy) Grant

Modules: (151) Canadian Solar 350 Watt

Inverter: SMA Sunny Core 1 Tripower 50 kW

Racking: Unirac Ballasted System

Location: Bozeman, MT

Owner: Bozeman School District

GC: Bozeman Green Build

Date of Commissioning: July 8, 2019

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e-mail: info@bozemangreenbuild.com

Meadowlark Elementary

52.85 KW Roof Mount System
USB (NorthWestern Energy) Grant
Modules: (151) Canadian Solar
350 Watt
Inverter: SMA Sunny Core 1
Tripower 50 kW
Racking: Unirac Ballasted System
Location: Bozeman, MT
Owner: Bozeman School District
GC: Bozeman Green Build
Date of Commissioning: July 8,
2019

Bozeman Green Build provided
installation for the Hyalite and
Meadowlark Elementary projects.



In Progress Ballast Bay Installation



The Market

50.74 kW Roof Mount System
USDA REAP Grant
Modules: (172) SolarWorld 295 Watt
Inverters: (3) SE 14.4 K & (1) SE 9 K
Racking: Unirac Ballasted System
Location: Bozeman, MT
Owner: Matt Paine
GC: Bozeman Green Build
Date of Commissioning: 2018

Bozeman Green Build provided grant
writing services, design of the system,
engineering, and installation for The
Market project.

Support Services

56.09 KW Roof Mount System
USB (Northwestern Energy) Grant
Modules: (158) REC 355 Watt
Inverter: SMA Sunny Tripower Core 1 50 KW
Racking: Iron Ridge Roof Flush Mount
Location: Bozeman, MT
Owner: Bozeman School District
Engineers: Scott Elders, CDSI
Engineering & Scott Higinbotham, AE
Dynamics
GC: Bozeman Green Build
Date of Commissioning: August 19, 2019

Bozeman Green Build provided system design of the system and installation for the Support Services project.



Lavina School

50.05 KW Roof Mount System
USB (NorthWestern Energy) Grant
Modules: (154) Jinko Solar 325 Watt
Inverter: SMA Sunny Core 1 Tripower 50 KW
Racking: Iron Ridge Roof Flush Mount
Location: Lavina, MT
Owner: Lavina School District
GC: Bozeman Green Build
Date of Commissioning: March 11, 2020

Bozeman Green Build provided grant writing services, design of the system, engineering, and installation for the Lavina School project.

Montana Ale Works

50.25 kW Roof Mount System

USDA REAP Grant

Modules: (134) Trina Solar 375 Watt

Inverter: SMA Sunny Core 1

Tripower 50 KW

Racking: Iron Ridge Roof Mount
Flush

& Unirac Ballasted Racking

Location: Bozeman, MT

Owner: Mark Tache

Engineer: Tim Patterson, DCI
Engineers

GC: Bozeman Green Build

Date of Commissioning: January 23,
2020



BGB provided grant writing services, design of the system, and installation for the Montana Ale Works project.

Additional Projects:

Note: All of the projects listed below, with the exception of the 2010 RTI Building project, were designed and constructed by Bozeman Green Build, including all required structural and electrical engineering

- Gardiner Comfort Inn: 50.05 KW Roof Mount System, 2019
- Billings Senior High School: 50.05 KW Roof Mount System, 2019
- Cashman Nursery: 28 KW Roof Mount System, 2019
- Iverson Ranch in Winnett, MT: 55 KW Ground Mount System, 2019
- RTI Building, Fort Harrison, Re-Install: 50 KW Roof Mount System, 2018
- White Sulfur Springs School: 52.2 KW Roof Mount System, 2018
- Timeless Seeds: 49.88 KW Roof Mount System, 2018
- Tongue River Electric Co-Op: 51.5 Ground Mount, 2017
- Lewis and Clark Library: 50 KW Roof Mount System, 2017
- Nine Quarter Circle Ranch: 50 KW Ground Mount System, 2016
- Watson Irrigation: 50 KW Roof Mount System, 2015
- Billings Public Library: 30 KW Roof Mount System, 2013
- Troop Medical Clinic: 35 KW Roof Mount System, 2011
- Great Falls Armed Forces Reserve Center: 60 KW Roof Mount System, 2011
- RTI Building, Fort Harrison: 50 KW Roof Mount System, 2010 & Reinstall: 2019

NABCEP Certified Solar PV Installer

350 Heidner Lane, Bozeman, Montana 59718 P: 406.580.6068 F: 406.388.8828

e-mail: info@bozemangreenbuild.com

Design-Only Projects:

BGB was hired to complete the design, engineering and preparation of the solicitation package for the following projects:

- Central School, Helena School District
- Bryant School, Helena School District
- Jim Darcy School, Helena School District

BGB was hired to complete the design and engineering for:

- Jake Jabs College of Business and Entrepreneurship, Montana State University

LEED Certified Projects:

- SXS Building: 6.5 kW Roof Mount System, 2016
- Billings Public Library: 30 KW Roof Mount System, 2013

D. Project Personnel:**John Palm, Project Engineer / Designer; Lead Installer**

Certifications & Training:

- NABCEP Certified Solar PV Installation Professional
- LEED AP (Accredited Professional)
- NorthWestern Energy Renewable Energy Qualified Installer
- NCAT HERS Rater Training, 45-hour course
- Northwest Energy Star Rater
- 30 hour OSHA Safety Training in:
 - Electrical safety
 - Fall protection
 - Lock-out/Tag-out
 - Machine guarding
 - Personal protective equipment

Chelsea Pardo, Project Coordinator / Designer

Responsible for the design and management of numerous large commercial and residential projects.

Proficiencies at Expert level in:

- “Helioscope” production modeling
- “Helioscope” system layout and site analysis
- “PV Watts” production modeling

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 e-mail: info@bozemangreenbuild.com

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

John Palm
dba Bozeman Green Build
350 Heidner Lane
Bozeman, MT 59718

SURETY:

(Name, legal status and principal place of business)

Westchester Fire Insurance Company
436 Walnut Street, PO Box 1000
Philadelphia, PA 19106

Mailing Address for Notices

Westchester Fire Insurance Company
436 Walnut Street, PO Box 1000
Philadelphia, PA 19106

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, location or address)

Hyalite Rural Fire District
4541 S. 3rd Rd
Bozeman, MT 59715

BOND AMOUNT: \$Ten Percent of the Total Amount of the Bid (10% of Amount Bid)

PROJECT:

(Name, location or address, and Project number, if any)

Hyalite Rural Fire District, Solar Photovoltaic System
Bozeman, Montana

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

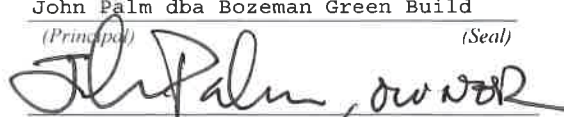
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

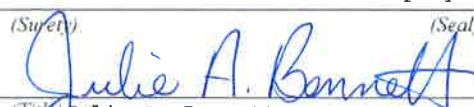
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 3 day of June, 2020


(Witness)


(Witness) Marci Stoppel
Account Manager

John Palm dba Bozeman Green Build
(Principal)  (Seal)
(Title)

Westchester Fire Insurance Company
(Surety)  (Seal)
(Title) Julie A. Bennett
Attorney-in-Fact

S-0054/AS 8/10

This bid bond is null and void in the event the performance and payment bond requirements obligate Westchester Fire Insurance Company to warranty / maintenance provisions that exceed one year.

CHUBB

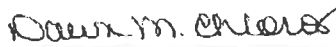
Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company


Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Julie A. Bennett, Mark Collins, Tyler P. Delaney, Richard B. Deming, Robert Deming, Shauna Diehl, Bryan D. Hall and Marci J. Stoppel of Bozeman, Montana -----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in nature thereof (other than bail bonds), not to exceed Two Million Five Hundred Thousand and 00/100 Dollars (\$ 2,500,000.00), given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 30th day of January, 2020.



Dawn M. Chloros, Assistant Secretary



Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

ss.

On this 30th day of January, 2020 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2024



Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

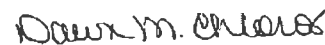
- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this **June 3, 2020**

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

Hyalite Rural Fire District

Maintenance Captain

GENERAL STATEMENT OF POSITION:

The Maintenance Captain position is responsible for the maintenance of facilities, apparatus, and equipment owned by the Hyalite Rural Fire District. The Maintenance Captain position performs preventable maintenance checks and manages/performs required maintenance and repair procedures to facilities, apparatus and equipment. He/she will prepare reports on the condition of facilities, apparatus, and equipment and provides incident command coverage when requested while on duty. The Maintenance Captain position requires a great deal of managerial skill, teamwork, and effective decision-making abilities to ensure the fire departments ability to respond to any type of event. The Maintenance Captain position is a full time, non-exempt position and works under the general supervision of the Fire Chief.

ESSENTIAL FUNCTIONS:

- Perform all the functions of a Hyalite Rural Fire District Captain job description;
- Respond to emergency calls while on duty as a firefighter/EMT, driver/operator, crew leader or incident commander;
- Perform preventable maintenance on facilities, apparatus, and equipment including but not limited to changing engine/transmission/differential/transfer case/radiator fluids, lubrication of chassis components, coordination with vendors for DOT inspections of apparatus, manage annual mechanical inspections for facilities, maintaining generators/fans/extrication power plants/chainsaws/small motors, SCBA inspection/maintenance, etc.;
- Perform and/or manage needed repairs to facilities, apparatus, and equipment including but not limited to fire pump repair, general apparatus repair, small motor repair, minor structural repair of apparatus/equipment/facilities, SCBA repair, compressor/cascade system repair, facility repairs, etc.
- Maintain complete and accurate maintenance files at the fire station on all facilities, apparatus, and equipment;
- Conduct training for members of the Fire Department as directed;
- Act as a point of contact for the fire dept when needed while on duty;
- Perform other tasks, duties, and/or assignments as directed by the Fire Chief or his/her designee;
- Attend weekly fire department trainings;
- Attend monthly command trainings;
- Attend specialized trainings throughout the year when assigned;
- Demonstrate continuous effort to improve operations; and
- Attends community related functions.

REQUIRED KNOWLEDGE & ABILITIES

Knowledge:

- Required maintenance and repair standards and practices for fire apparatus, facilities, and equipment;
- Supervisory, management, and leadership techniques;
- Firefighting principles, practices and procedures;
- Safe operation of fire and rescue apparatus;
- The geographical layout of Response Areas, including fill sites and hydrant locations;
- Emergency medical services;
- Vehicle rescue methods;
- Fire salvage and overhaul operations;
- Hazardous materials first responder operations;
- Natural gas and propane emergencies;
- Fire Department policies, procedures, guidelines, rules and regulations; and
- Incident Command System.

Abilities:

- Maintain managerial control under extremely stressful conditions;
- Work cooperatively and courteously with management, subordinates, the public and peers;
- Be a dependable and an effective team member;
- Effectively communicate with customers, volunteers and the public using a telephone or in a one to one or group setting;
- Understand and follow verbal and written instructions;
- Write accurate reports concerning the use and condition of apparatus, related equipment, and supplies;
- Move objects 20-50 pounds short distances (20 feet or more);
- Work for long periods of time, requiring sustained physical activity and intense concentration;
- Rely on sense of sight and hearing to help determine the nature of an emergency and make operational decisions;
- Remain in a standing position or sitting position for extended periods which could be several hours at a time;
- Stand and operate on uneven and unsteady surfaces, including up, down and across severe grades on ice, snow and wet slippery surfaces;
- Work in a variety of weather conditions with exposure to the outdoor elements;
- Work safely without presenting a direct threat to self or others;
- Understand apparatus limitations as related to apparatus response and fire suppression activities;
- Identify critical incident scene safety factors and address them appropriately;
- Train and instruct firefighters in modern firefighting principles, practices, and procedures;
- Learn emergency service related material through structured lectures and reading and through oral instruction and observation;
- Obey and comply with all of the procedures, guidelines, rules, regulations and policies established by the Hyalite Rural Fire District; and
- Understand and operate within the Incident Command Management System.

ADDITIONAL REQUIREMENTS:

- 18 years of age or older;
- Must have a high school diploma or GED;
- Successfully pass a background check;
- Possess a valid driver's license and have a good driving record;
- Possess and maintain National Registry and State of Montana Emergency Medical Technician certification;
- Possess and maintain CPR certification;
- Possess and maintain a State of Montana Firefighter 1 certification;
- Gain and maintain a State of Montana Firefighter 2 certification;
- Complete an annual physical as specified by the fire department;
- Qualify every quarter (3 months) on donning and the use of structural personal protective equipment to meet current standards;
- Qualify every quarter (3 months) on donning and use of a SCBA to meet current standards;
- Attend all trainings throughout the year which includes weekly training nights, monthly command trainings and two rescue training weekends;
- Ability to identify safety issues on scene and correct them immediately;
- Ability to identify the needs of the operations on scene of different types of emergencies and ensure all needs are filled and;
- Ability to perform other essential or marginal functions depending upon work assignment, location and/or staffing.

Hyalite Fire Department Administrative Assistant Duties and Responsibilities

General:

- Always maintain a pro-active approach for all duties and responsibilities. Strive to recognize potential liabilities and issues prior to an event and mitigate in a prudent fashion.
- Always ask questions and seek clarification as opposed to making assumptions regarding duties and responsibilities.
- Create and maintain meticulous and organized systems for all duties and responsibilities.
- All systems and processes must be documented and mapped so that another person could easily assume the duties and responsibilities in the event of an absence of the position. This should be in the form of a simple to follow algorithm including contacts, passwords, and any pertinent schedule considerations.
- All filing and record keeping must be timely and highly organized.
- If there will be a scheduled leave of absence, a plan must be created to ensure that the duties and responsibilities of the position will be accomplished during the absence. This will include coordination with the Fire Chief and Board Treasurer.
- The office should be kept neat and orderly at all times, including general cleaning.

Processing of invoices:

- Invoices and bills are received by mail, email, and hand-delivery. These must be stamped for approval by the Fire Chief or Asst. Fire Chief. All invoices must be accompanied by a receipt. Once approved, these will be compiled for the Bookkeeper.
- When the Bookkeeper has created checks for the invoices and bills, the Administrative Assistant will prepare them for mail-out and ensure that they are mailed.

Management of Board Meetings:

- On the Monday, 8 days prior to a scheduled Board Meeting, the Administrative Assistant will contact the Board Secretary to inquire about the agenda for the upcoming meeting. A list of potential items for the next meeting should be maintained throughout the month.
- Once the agenda is received, it must be sent to the Bozeman Chronicle on Tuesday so that it appears in the paper on the Friday prior to the Board Meeting.
- The agenda is also posted on all 3 fire stations, on our website, and on Facebook.
- The Board Packet will be completed on the Thursday prior to the Board Meeting. The packet includes the agenda, financial reports, Chief's Report, and any supporting documents for the meeting. The packet will be emailed on Friday to all Board Members, the Fire Chief, and the Asst. Fire Chief, as well as being posted on the website.
- The conference room will be set up prior to the meeting and include preparation of recording devices, public sign-up sheet, and paper copies of the Board Packet for the public. Each Board Member will be provided with a paper copy of the Board Packet for the meeting.
- The Administrative Assistant will monitor the recording devices during the meeting and take notes of Board Discussions and Decisions with time stamps for each.
- The morning after the Board Meeting, the Administrative Assistant will create the written summary of the meeting. The summary and the audio minutes will be posted that day on our

website. A copy of the summary, a copy of the audio file, and a copy of the public sign-up will be provided to Gallatin County.

Data Entry:

- The Administrative Assistant will enter run data and training data into the Emergency Reporting software system. This will be performed on a daily and weekly basis to keep the system current with our responses and trainings.

Billing:

- Create and manage the billing of our Resident/Renter program.

Human Resource Management:

- Manage and organize background checks, volunteer retirement data, personnel files, firefighter wellness records, employee timecards, employee and volunteer performance review records, and any other related functions.

Conference Room Management:

- Manage and maintain the calendar for the use by the Department and the public of the Conference Room.
- Manage Conference Room Use Agreements.

Event Management:

- Planning, coordination, and organization of Fire Department events such as the Pancake Breakfast, Summer Barbeque, and Night with Santa.
- Maintain summary documentation after each event as a reference for the following year's event with improvement suggestions noted.

Hyalite Rural Fire District**Procurement Policy Draft #3 June 2, 2020****PURPOSE**

The purpose of this policy is to maintain transparency and accountability for all financial expenditures by Hyalite Rural Fire District (HRFD).

BACKGROUND

Hyalite Rural Fire District creates annual budgets for revenues generated from a mill levy on taxable property according to Montana Code Annotated 2019. The annual operating budget supports HRFD emergency services in a budget approved by the Board of Directors. The Fire Chief is delegated the responsibility for making budgeted expenditures according to Montana Code, HRFD bylaws and this procurement policy. All HRFD expenditures are available to the Public in monthly financial reports approved by the Board.

HRFD operates on a surplus budget which is developed using the current maximum mill levy. Taxing at the maximum mill levy allows yearly unspent budget funds to be placed in restricted accounts for expenditure in future years based on MCA 7-6-616 to wit:

MCA 7-6-616 Capital improvement funds (1) A county, municipal, or special district governing body may establish a capital improvement fund for the replacement, improvement, and acquisition of property, facilities, or equipment that costs in excess of \$5,000 and that has a life expectancy of 5 years or more.

(2) A capital improvement plan for the fund must be formally adopted by the county, municipal, or special district governing body.

(3) The capital improvement fund may receive money from any source, including funds that have been allocated in any year but have not been expended or encumbered by the end of the fiscal year.

(4) Money in the capital improvement fund must be invested as provided by law, and interest and income from the investment of the capital improvement fund must be credited to the fund.

HRFD PROCURMENT POLICY

All HRFD expenditures, from funds in the annual budget and/or restricted capital improvement accounts are to be made on a competitive basis. The purchase of any vehicle, apparatus, appliance, equipment or materials or supplies or for District repairs or maintenance costing more than \$7,500 but less than \$79,999 can be made using two or more competitive proposals.

All single expenditures greater than \$80,000 may not be entered into by HRFD without formal bids by first publishing a public notice calling for bids in such manner as provided under MCA 7-5-2301.

All competitive proposals and/or bids shall be evaluated to select the most responsible competitive proposal or bid as determined by the Hyalite Rural Fire District Board at a public meeting.

Draft #3 Procurement Policy statements from three HRFD Taxpayer/Owners

Wayne Gipp:

"I appreciate your continued efforts to ensure transparency and accountability in the management of HRFD funds and activities. In the earlier days of the Sourdough District the budget was small, the expenditure items were specified in a fair degree of detail within the annual budget, and therefore there was not a lot of flexibility for unapproved significant purchases. Within the framework of this smaller organization and smaller budget there was little opportunity or incentive for purchases or activities that were not in the best interest or in agreement with the wishes of the total organization.

The current organization is much larger, the needs of the organization are greater and the budget is several magnitudes larger. The budget process is also different in that the annual budget request is based on the maximum mills allowed rather than on the annual operations needs of the District. This allows the build-up of a large surplus available for use without additional taxpayer approval for specific large items. Large organization, large sums of money, and diverse views creates the need for greater regulation or at least greater oversight. You are correct in your concern, that although in the past and in the present the trust given to the Chief and officials of the District has not been abused, this does not assure that this will always be true.

The question becomes what is the appropriate amount of regulation and what body is responsible for oversight.

1. I agree procurement policy should apply to all expenditures of taxpayer dollars.
2. I agree that budget approval as currently practiced is not "tacit" approval of all expenditures.
3. I agree that we do not want to micromanage the Chief. However a requirement to follow reasonable procurement procedures is not micromanagement.
4. I do think that prior Board approval for specific individual purchases or aggregate costs for a single specific project above a specific amount, perhaps your \$7500 proposal or even \$10,000 should be required. The upper dollar limit for this requirement before formal bid requirement kicks in could be your suggested \$79,999, or perhaps even \$99,999.
5. Documentation and justification for the specific vendor/vendors and specific dollar cost shall be provided by the Chief at the time of the request is presented to the Board. It shall be the Board's responsibility to make the determination if the Chief's request and justification complies with the best interests of the District. The Board can determine if specific non-formal competitive bids are necessary to meet this requirement.

I don't think a requirement for the Board requirement for a **specific expenditure from a specific vendor** that has not been previously approved in a taxpayer approved budget is micromanaging the Chief when the amounts are between \$10,000 and \$100,000."

#####

Bill Quinn:

"My opinion is that the proposed procurement plan is reasonable and not overly intrusive for the operation of the fire department. Clearly stated policies for operations provide the fire chiefs with a consistent framework whereas lack of such policies can cause complaints and/or suspicion by a few disgruntled members of the public when least expected. It has always been somewhat more cumbersome to operate within the public sphere especially where tax dollars are spent. A standardized procurement policy gives the fire chief protection from such criticisms and is not overly burdensome within the \$7500-79,999 guidelines."

#####

Tony Wastcoat:

"Nick, in a quick review of the comments, I concur with your thoughts. My experience indicates that very few review a budget, thus many items are overlooked."

OPINIONS OF THE ATTORNEY GENERAL

465

VOLUME NO. 36

Opinion No. 73

FIRE DISTRICTS — Credit purchases, budgets, warrants; Support and maintenance of, levy for, limitation on; BUDGETS — Fire Districts, rural; Sections 11-2010 and 16-1803, Revised Codes of Montana 1947.

HELD: 1. The trustees of a fire district incorporated under Chapter 20 of Title 11, R.C.M. 1947, have the authority and power to submit a proposed budget for capital outlay to the county under Chapter 19 of Title 16.

2. It is advisable that the trustees of such a fire district solicit bids by advertising for the purchase of equipment.

April 21, 1976

Mr. Ronald W. Smith
Hill County Attorney
Havre, Montana 59501

Dear Mr. Smith:

You have requested my opinion on the following questions:

1. Do the trustees of a fire district established under Chapter 20 of Title 11, R.C.M. 1947, have the power to submit a proposed budget to the Board of County Commissioners for capital outlay?
2. Are the trustees of such a fire district bound by the three-year contract and call-for-bid requirements of section 16-1803, R.C.M. 1947?

Chapter 20 of Title 11, R.C.M. 1947, authorizes the Board of County Commissioners to establish fire districts in any unincorporated territory, town or village. Section 11-2010(a) authorizes the Board of County Commissioners to appoint a five-member board of trustees to govern and manage the affairs of the fire district. Section 11-2010(b) authorizes the trustees to organize and prepare annual budgets and request special levies for those annual budgets. That subsection further provides that "[t]he budget laws relating to county budgets, shall, as far as applicable, apply to fire districts."

I have concluded that the above-quoted language, along with the authorization to prepare an annual budget and "request special levies therefor," authorizes the board of trustees of a fire district to submit a budget under Chapter 19 of Title 16, R.C.M. 1947. Specifically included within the estimate of expenditures which each county official is to submit under Chapter 19 is an estimate of expenditures for "capital outlay". Section 16-1902(2)(c). I have therefore concluded that the trustees of a fire district established under Chapter 20 of Title 11 may submit a proposed budget for capital outlay to the county pursuant to Chapter 19 of Title 16.

In your letter, you refer my attention to Vol. 18, **Opinions of the Attorney General**, No. 118, in which Attorney General Freebourn held that a fire district established in an unincorporated town was limited to a tax levy of two mills per dollar of assessed valuation of property in the district. That opinion was based on Chapter 26, Laws of 1927, which is now codified as Chapter 19, Title 11. The

OPINIONS OF THE ATTORNEY GENERAL

particular section upon which Attorney General Freebourn based his opinion is presently section 11-1909. That section provides as follows:

For the purpose of supporting volunteer fire departments in any city or town which does not have a paid fire department, and for the purpose of purchasing the necessary equipment therefor, the council in any city or town, may assess and levy, in addition to other levies permitted by law, a special tax not exceeding two (2) mills on each dollar of assessed valuation of taxable property of the city or town....

Although the language of section 11-1909 clearly limits that section's applicability to incorporated cities or towns, Attorney General Freebourn nevertheless chose to apply the two mill limitation to fire districts in unincorporated towns, probably because the unincorporated fire district law "makes provision for the levy of taxes for the purpose of buying apparatus and maintaining the fire department in such district but makes no limit as to the amount of levy." 18 **Opinions of the Attorney General**, p. 136.

However, in section 2, Chapter 75, Laws of 1953, the legislature provided that the budget laws of the county are applicable to fire districts in unincorporated areas. This had the effect of taking the Chapter 20 fire districts out of the realm of city finance law, changing the law upon which Attorney General Freebourn's opinion was based, and rendering that opinion obsolete.

With regard to your second question, you have concluded that a fire district incorporated under Chapter 20 of Title 11 is bound by the three-year contract and call-for-bid requirements of section 16-1803. However, in 26 **Opinions of the Attorney General**, No. 84, Attorney General Olson considered this question and reached an opposite conclusion. At page 137, he stated:

Boards of county commissioners in purchasing automobiles must observe the restrictions of section 16-1803, R.C.M. 1947, which limits installment contracts to a period of three years and also requires solicitation of bids by newspaper advertisements. This code section is not a part of the budget act and does not apply to fire districts. However, it does establish a guide for a good procedure to follow by the trustees of fire districts.

The reasoning of Attorney General Olson's opinion appears to be sound, and I see no reason to modify or overrule it at the present time.

THEREFORE, IT IS MY OPINION:

1. The trustees of a fire district incorporated under Chapter 20 of Title 11, R.C.M. 1947, have the authority and power to submit a proposed budget for capital outlay to the county under Chapter 19 of Title 16.
2. It is advisable that the trustees of such a fire district solicit bids by advertising for the purchase of equipment.

Very truly yours,

ROBERT L. WOODAHL
Attorney General

COOPERATIVE AGREEMENT
Between
HYALITE RURAL FIRE DISTRICT
And the
STATE OF MONTANA,
DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION
CENTRAL LAND OFFICE – BOZEMAN UNIT

This Cooperative Agreement is made and entered into by and between the Hyalite Rural Fire District, hereinafter called the HRFD and the Montana Department of Natural Resources & Conservation, Forestry Division, hereinafter called the DNRC, and effective the 16th day of June 2020. This agreement is in effect until June 30, 2021.

The purpose of this agreement, when signed by both parties, is to acknowledge their acceptance of the equipment typing, personnel qualifications, fire business management practices, pay rates and standard operating procedures contained in the current Standards for Interagency Incident Business Management (SIIBM), NRCG Supplements and the NRCG Mobilization of Local Government Firefighting Resources guidelines, and provides reimbursement authority for HRFD.

HRFD agrees that it will be ordered through the national dispatch system. If HRFD accepts an assignment, it will perform the duties as detailed in the resource order at the time of dispatch.

HRFD will invoice and be reimbursed for personnel costs at the employee's actual rates plus fringe benefits.

Backfill costs will not be reimbursed.

The HRFD will invoice for all other direct costs associated with the resource order, i.e. travel, per diem, lodging and applicable miscellaneous expenses.

All employees under employment of HRFD are covered under Workers Compensation Insurance.

This agreement does not apply to the normal, day-to-day operations of either HRFD or the DNRC, but only when HRFD enters into pay status, as that term is employed in the SIIBM, NRCG Supplements and/or the NRCG Mobilization of Local Government Firefighting Resources guidelines for the DNRC.

This agreement does not affect the terms of the DNRC and HRDF Initial Attack Wildland Fire Agreement.

Craig Campbell, Unit Manager
Central Land Office – Bozeman Unit
2273 Boot Hill Ct, Suite 110
Bozeman, MT 59715

Chairman, Board of Trustees
Hyalite Rural Fire District
4541 S. 3rd Road
Bozeman, MT 59715

Date:

Date

**MONTANA DNRC LOCAL GOVERNMENT FIRE FORCES
INCIDENT RENTAL AGREEMENT
UNOPERATED – OPTION 3**

1. Montana DNRC Land or Unit Office a. Name and Address: Montana DNRC - Central Land Office Bozeman Unit 2273 Boot Hill Court, #110 Bozeman, MT 59715 b. Phone Number: 406-586-5243 c. FAX Number: 406-587-9726		2. AGREEMENT NUMBER (Must appear on all documents relating to this agreement): 20-CLO-BU-5 3. EFFECTIVE DATES OF AGREEMENT: a. Beginning <u>June 16, 2020</u> b. Ending <u>June 30, 2021</u> c. Specific incident only: Incident Name: _____ Incident Number: _____	
4. Local Government Fire Force a. Name and Address: Hyalite Rural Fire District 4541 S. 3 rd Road Bozeman, MT 59715 d. EMAIL Address: admin@hyalitefire.org e. Telephone Number (day): 406-586-3770 Telephone Number (night): 406-586-3770 Cell Phone Number: FAX:		5. POINT OF HIRE (Location when hired if different than Block 4): 6. ORDERING DISPATCH CENTER MT-BZC 7. THE FOLLOWING EQUIPMENT IS BEING PROVIDED: <input type="checkbox"/> FULLY OPERATED <input checked="" type="checkbox"/> UNOPERATED 8. LGFF Authorized Commissary: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
9. ITEM DESCRIPTION: Equipment (include VIN, make, model, year, serial no., accessories or other identifying features).	10. NO. OF OPERATORS PER SHIFT	11. HRLY/DAILY/MILEAGE/SHIFT BASIS (SS/SS; ref. Cl.6) Rate Unit	12. SPECIAL RATE
COMMAND 6-2, Off Road 3/4 ton Command Vehicle 2019 Dodge 2500 LIC#: 6-09359C VIN: 3C6UR5CJ8JG336170	1	\$100.00 DAILY	
COMMAND 6-1, Off Road 1/2 Ton Command Vehicle 2006 Toyota Tundra LIC#: 6-13518C VIN: 5TBDT44146S502687	1	\$100.00 DAILY	
COMMAND 6, Off Road 3/4 ton Command Vehicle 2011 Chevrolet Suburban LIC#: 6-13516C VIN: 1GNWK5EGXBR211042	1	\$100.00 DAILY	
14. SPECIAL PROVISIONS, GENERAL CLAUSES AND GUIDING DOCUMENT: a) The current year version of Chapter 50, Northern Rockies Supplement to the Standards for Interagency Business Management (SIIBM) is the guiding document for this agreement: http://dnrc.mt.gov/divisions/forestry/fire-and-aviation/fire-business/forms-and-information . The specifications, rules and guidelines of Chapter 50 are incorporated herein by reference in addition to the LGFF General Clauses to the IRA that are attached hereto and incorporated herein by reference. In the event of a disagreement between the LGFF General Clauses attached and Ch 50, Ch 50 for the year of the agreement will preside and supersede the attached general clauses (i.e. 2020 Ch 50 & 2020 Agreement.) b) This agreement <u>is valid</u> outside the Northern Rockies Geographic Area. c) Year-to-year agreements (single year) are the preferred agreement method but a Land or Unit office may decide to initiate a multi-year agreement for up to a three (3) year period. If a multi-year agreement is in place, the agreement is bound by the version and rates of Chapter 50 for the year the agreement was initiated for the duration of the agreement or until the agreement is cancelled or amended. Multi-year agreements may be amended to reflect current year Chapter 50 rates but must be signed by the Land or Unit office representative (or designee) that initiated the agreement. Rate changes must also be initialed. d) All equipment under this agreement must be owned and titled by the LGFF or County listed in box 4 above. No leased vehicles are allowed unless the lease was initiated to fulfill the department's normal duties as established under the Montana Codes Annotated. e) ORIGINALS of all forms (Emergency Firefighter Time Reports (OF-288), Crew Time Reports (SF-261), Emergency Equipment Use Invoices (OF-286), Emergency Equipment Shift Tickets (OF-297) or Combined Shift Ticket (DNRC297) shall be given to the resource at time of release from the incident. Only COPIES of the documentation shall remain with the incident Finance Section.			
15. FIRE CHIEF OR AUTHORIZED AGENT'S SIGNATURE	16. DATE	19. LAND OFFICE REPRESENTATIVE SIGNATURE	20. DATE
17. PRINT NAME AND TITLE	18. DATE	21. a. PRINT NAME AND TITLE b. Phone Number: _____ c. FAX: _____	

2020

Local Government Fire Forces (LGFF) GENERAL CLAUSES TO Montana DNRC Incident Rental Agreement

Since the equipment needs of the Government and availability of Local Government Fire Force's (LGFF) equipment during an emergency cannot be determined in advance, it is mutually agreed that, upon request of the Government, the LGFF shall furnish the equipment listed herein to the extent the LGFF is willing and able at the time of order. The following personnel are authorized to place orders against this agreement, Dispatchers, Buying Team Members, Finance Section Chiefs, Procurement Unit Leaders, Contracting Officers and Purchasing Agents. At the time of dispatch, a resource order number will be assigned. The LGFF shall furnish the assigned resource order number upon arrival and check in at the incident. The Incident Commander or responsible Government Representative is authorized to administer the technical aspects of this agreement. Equipment furnished under this agreement may be operated and subjected to extreme environmental and/or strenuous operating conditions which could include but is not limited to unimproved roads, steep, rocky, hilly terrain, dust, heat, and smoky conditions. As a result, by entering into this agreement, the LGFF agrees that what is considered wear and tear under this agreement is in excess of what the equipment is subjected to under normal operations and is reflected in the rates paid for the equipment. When such equipment is furnished to the Government, the following clauses shall apply:

CLAUSE 1. Condition of Equipment: All equipment furnished under this agreement shall be in acceptable condition. The Government reserves the right to reject equipment that is not in safe and operable condition. The Government may allow the LGFF to correct deficiencies within 24 hours. No payment for travel to an Incident or point of inspection, or return to the point of hire, will be made for equipment that does not pass inspection. No payment will be made for time that the equipment was not available.

CLAUSE 2. Time Under Hire: The time under hire shall start at the time the equipment begins traveling to the incident after being ordered by the Government, and end at the estimated time of arrival back to the point of hire after being released, except as provided in Clause 7 of these General Clauses.

CLAUSE 3. Operating Supplies: LGFF equipment will be reimbursed for fuel used to and from an incident and while assigned to a fire. Costs will be reimbursed with proper documentation (e.g. detailed receipt). Repairs and normal maintenance will be the LGFF's responsibility. All operating supplies including fuel & oil are to be furnished by the government to the LGFF (*dry*).

CLAUSE 4. Repairs: Repairs to equipment shall be made and paid for by the LGFF. The Government may, at its option, elect to make such repairs when necessary to keep the equipment operating. The cost of such repairs will be determined by the Government and deducted from payment to the LGFF.

CLAUSE 5. Timekeeping: Time will be verified and approved by the Government Agent responsible for ordering and/or directing use of each piece of equipment. Time will be recorded to the nearest quarter hour worked for daily/hourly rate, or whole mile for mileage.

CLAUSE 6. Payments:

A. Rates of Payments - Rates for equipment hired with LGFF furnished operator(s) shall include all operator(s) expenses. Payment will be at rates specified and, except as provided in Clause 7, shall be in accordance with the following:

1. **Work Rates:** (hourly/daily/mileage/shift basis) shall apply when equipment is under hire as ordered by the Government and on shift, including relocation of equipment under its own power.

ON-SHIFT: Includes time worked, time that equipment is held or directed to be in a state of readiness, and compensable travel (equipment traveling under its own power) that has a specific start and ending time.

2. **Special Rates:** (*column 12*) shall apply when specified.

3. **Hourly Rate:** Equipment paid at an hourly rate will be paid for time worked. Equipment is to be paid during meal breaks. Equipment in transport status (via heavy transport, not being driven) will be paid at 50% of the regular rate.

4. **Daily Rate:** (*column 11*) - Payment will be made on basis of calendar days (0001 – 2400). For fractional days at the beginning and ending of time under hire, payment will be based on 50% of the Daily Rate for periods less than 8 hours. Equipment hired under the Daily Rate may be staffed with or without operator. First or last day pro-rating is not applicable to automobiles, ie pickup/sedans.

(a) Shift Basis (Portion of calendar day)

1) **Single Shift** - (SS) is staffed with one operator or one crew

2) **Double Shift** - (DS) is staffed with two operators or two crews (one per shift. There will be no compensation for a double shift unless a separate operator(s) and/or crew(s) is/are ordered in writing by the host incident for the second shift. Normal hourly rates apply for time worked.

5. **Severity Rates:** Severity rates for LGFF equipment will be paid at 100% of the established hourly rate for all time under hire.

B. Method of Payment. Lump-sum payment will normally be processed at the end of the emergency assignment. However, partial payment may be authorized as approved by the incident agency. Payment for each calendar day will be made for actual units ordered and performed under Work or Daily, shift basis and/or Special rates.

CLAUSE 7. Exceptions

A. Daily Rate: No further payment under Clause 6 will accrue during any period that equipment under hire is not in a safe or operable condition or when LGFF furnished operator(s) is not available for the assigned shift or portions of the assigned shift. Payment will be based on the hours the equipment was operational during the assigned shift, as documented on the shift ticket versus the designated shift shown on the Incident Action Plan. If the equipment was not operational for the full shift, the deduction from the daily rate is calculated by converting the length of shift from the IAP to determine the hourly rate and pay the LGFF for the total hours worked before equipment became nonoperational.

B. If the LGFF withdraws equipment and/or operator(s) prior to being released by the Government, no further payment under Clause 6 shall accrue and the LGFF shall bear all costs of returning equipment and/or operator(s) to the point of hire.

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C. After inspection and acceptance for use, equipment and/or furnished operator(s) that cannot be replaced or equipment that cannot be repaired at the site of work by the LGFF or by the Government in accordance with Clause 4, within 24 hours, may be considered as being withdrawn by the LGFF in accordance with Paragraph B above, except that the Government will bear all costs of returning equipment and/or operator(s) to the point of hire as promptly as emergency conditions will allow.

D. No payment will accrue under Clause 6 when the LGFF is off shift in compliance with the mandatory "Work/Rest" and "Length of Commitment" provisions. As an option to rotating personnel, or taking a mandatory day off, without pay, the LGFF may be released from the incident.

CLAUSE 8. Subsistence: When host agency subsistence incident camps are available, meals and bedding for LGFF's operator(s) will be furnished without charge. The host incident agency will furnish meals and lodging without cost if hotel/restaurant subsistence is the approved camp for incident personnel. LGFFs may be paid per diem & lodging expenses to and from incidents by the agency responsible for payment. **Exception:** Travel expenses and travel time for crew swaps that occur within the tour of duty to meet LGFF department staffing needs are done so at the cost of such departments.

CLAUSE 9. Loss, Damage, or Destruction:

A. For equipment furnished under this MTDNRC IRA without operator, the Government will assume liability for any loss, damage or destruction of such equipment, except that no reimbursement will be made for loss, damage or destruction due to (1) ordinary wear or tear, (2) mechanical failure, or (3) the fault or negligence of the LGFF or the LGFF's agents or employees or Government employee owned and operated equipment.

B. For equipment furnished under this MTDNRC IRA with operator, the Government shall not be liable for any loss, damage or destruction of such equipment, except for loss, damage or destruction resulting from the negligence, or wrongful act(s) of Government employee(s) while acting within the scope of their employment. The operator is responsible for operating the equipment within its operating limits and responsible for safety of the equipment.

CLAUSE 10. LGFF's Responsibility for Property and Personal Damages: Except as provided in Clause 9, the LGFF will be responsible for all damages to property and to persons, including third parties, which occur as a result of LGFF or LGFF's agents or employee fault or negligence. The term "third parties" is construed to include employees of the Government.

CLAUSE 11. Deductions: Unless specifically stated elsewhere in this agreement the cost of any supplies, materials, or services, including commissary, provided for the LGFF by the Government may be deducted from the payment to the LGFF.

CLAUSE 12. Personal Protective Clothing and Equipment: The Government considers operators as fireline personnel who will use and wear specified articles of personal protective equipment.

A. The following mandatory items will be issued by the Government, when not required to be furnished by the LGFF, to operators performing within the scope of this agreement:

1. Clothing: (a) Flame resistant pants and shirts; (b) Gloves (Either Nomex or chrome tanned leather); (c) Hard hat; (d) Goggles or safety glasses.
2. Equipment: (a) Fire shelter; (b) Headlamp; (c) Individual First-Aid Kit;
3. Other items may be issued by the Government.

B. Operators shall wear the items of clothing issued and maintain the issued equipment in a usable and readily available condition. Upon completion of the assignment, all issued items of clothing or equipment shall be returned to the Government. Deductions will be made for all Government furnished protective clothing and equipment not returned by the LGFF.

CLAUSE 13. Commercial Motor Vehicles: All commercial motor vehicles must meet all DOT requirements. The regulations can be found at the following website: www.fmcsa.dot.gov.

CLAUSE 14. Claim Settlement Authority: For the purpose of settling claims, the host incident agency as well as the Montana DNRC has the authority to settle claims under this agreement.

CLAUSE 15. Changes: Changes to Montana DNRC Incident Rental Agreement (MTDNRC IRA's), may only be made by the original signing DNRC official. If the original signing official is not available and adjustments are deemed appropriate, a new MTDNRC IRA shall be executed at the incident and shall be applicable **only** for the duration of that incident. The agreement will include name and location of the incident.

CLAUSE 16. Firearm – Weapon Prohibition: The possession of firearms or other dangerous weapons (18 USC 930 (g) (2)) are prohibited at all times while on Government Property and during performance of services, under this agreement. The term dangerous weapon does not include a pocket knife with a blade less than 2 ½ inches in length or a multi-purpose tool such as a Leatherman.

SPECIAL PROVISIONS:

- A. When equipment qualifies as more than one type, it will be paid at the rate ordered as documented on the resource order.
- B. Montana DNRC is the responsible agency for payment of local government fire forces from Montana. Send original payment package to Procurement Office listed in block 1.
- C. Upon demobilization from an Incident, an inspection form or statement of No Damage/No Claims must accompany this form for payment.
- D. This agreement **IS VALID** outside the Northern Rockies Geographic Area. **(Only Fully Operated and Unoperated – Option 3 IRA's are valid outside the Northern Rockies Geographic Area).**
- E. All operating supplies are to be furnished by the government.

Ambulance Considerations

Steve White

What are the demographics of the population to be served?

Portion of the population living near the poverty line?

If the population is young, will there be enough calls to cover the costs?

(If the conclusion is that providing ambulance service would not at least cover the costs of providing it, the department must carefully re-evaluate the community need.)

Will the fire department be exposed to previously unexposed liability?

Are Residents may be demanding better ambulance service?

Are There are many more ambulance calls than fire calls?

Staffing? (24/7)?

Miles per year?

Mutual aid (cost sharing?)

Power stair cots to assist with lifting patients down stairs needed?

Mobile ER / triage unit for deployment costs?

Drivers must have training in HIPAA, proper lifting, and body substance isolation (BSI). They must also complete an emergency vehicle operator course (EVOC) and be CPR certified.

Regardless of the size of the population, there will be certain fixed costs; and ambulances, just like fire apparatus, eventually need to be replaced.

Ambulance budgeting by dept / division (accounting)

Staffing often is a significant challenge for the Ambulance Services.

Billing

Industry wide, 40 to 60% of accounts receivable for ambulance services are considered uncollectable.

Though the district bills the full rate, which adequately covers the cost to provide the emergency medical service, the actual payments received are often far lower than the billed rate. (Industry comments)

Funding is an on-going challenge for all ambulance services

Will there be a tax equity concern from property tax-paying residents of the district that may end up subsidizing the service costs for the non-district residents who could rely on the Ambulance Service.

Possible employees?: Ambulance Supervisor/Director, Critical Care Paramedic/LPN, Critical Care Paramedics, Paramedics, EMT-I99/Biller, EMT- I85, and EMT-B.

Emergency Medical Responders (requirements?)

EMRs must have 80 hours of classroom training, have 10 hours of ride- time, and pass an exam. EMT-Basics must complete 120 hours of classroom training, 10 patient contacts, and pass written and practical exams. They must also complete field training with the Ambulance Service on our protocols, etc. and demonstrate competence in 143 areas. The EMT- Intermediate designation is a grandfathered certification level and has been superseded by the EMT- Advanced level. However, EMT-Is can maintain that certification level. EMT-Advanced (the national designation which replaced the EMT-I) must complete 120 additional hours of classroom training (versus EMT-Basics), 32 patient contacts, and complete field training with the Service. (The Advanced certification allows for administration of some drugs (no narcotics) in comparison to the Intermediate certification.) Paramedics must complete an additional 2 years of classroom training (they often receive an Associates' Degree), 300 hours of ride-alongs, and pass written and practical exams. They too must complete a comprehensive field training with the Service demonstrating competence with 143 skills. Critical Care Paramedics must take an additional 80 hours of training and pass a comprehensive exam.

Analysis by consultant should be conducted

FACTORS TO CONSIDER FOR FIRE DEPARTMENTS THINKING ABOUT PROVIDING AMBULANCE SERVICE

By Joe Maruca

Many fire departments expand into providing emergency ambulance service because they believe that the revenue generated by ambulance billing can help pay for fire department operations. In many cases this is true, and in many cases it is not true. Before deciding to provide ambulance services through a fire department, it is important for firefighters and political leaders to understand all of the costs and benefits, including new revenue and expenses as well as implications for public policy, public safety, and public service.

Revenue and Demographics

An ambulance service generates billing revenue from three main sources: private insurance companies, government insurance programs, and private pay individuals. The revenue generated by your ambulance billings will depend on the mix of these three sources, and your community demographics will determine that mix.

If you have a large population aged 65 and over, your mix of revenue will shift towards Medicare. If you have a large population living at or near the poverty line, your revenue mix will shift towards Medicaid and private pay (uninsured). If your community has a large population that are of working-age and are not living at or near the poverty line, your revenue mix will shift towards private insurance programs. A younger age demographic tends to have fewer chronic health issues and use emergency ambulance service less than older age groups.

Another demographic factor that will affect your ambulance revenue is population density and geography. The more dense your population, the more emergency calls you can expect in a compact area, and the shorter distance/time between incidents and the hospital. This results in more efficient ambulance utilization and makes your service more likely to break-even or become profitable. By contrast, if your ambulance is protecting a small, highly scattered population (low population density) then it is harder to make a profit because of low call volume and long distances covered.

Putting it into Perspective

Putting some real life numbers to these concepts should help explain the issues and give you a framework for analyzing your service. My department, located in Massachusetts, protects a community of 3,200 people over 14 square miles. This is a low density of 229 people per square mile. The average age of our community is 59 years old, more than 10 years older than the national average. Our ambulance transports about 350 patients to the hospital each year, and the ambulance responds to another 100 EMS calls each year that don't result in a patient transport. We are an ALS/Paramedic ambulance service.

Because our community is old and getting older, 196 of our 350 patient transports (56 percent) last year were on Medicare, Medicaid, or MassHealth. Our average reimbursement for these patients in FY 2014 was \$352/patient. This means we collected \$68,992 in revenue. Because government insurance programs do not allow providers to balance bill the patient for any difference between the cost of providing service and the Medicare/Medicaid rate, we must accept the rate as payment in full.

Another 31% of the patients we transport use private insurance to pay for their ambulance trips. Our average reimbursement for these patients in FY 2014 was \$977/patient. This means we collected \$105,516 in revenue from private insurance.

the maintenance of the stretcher and defibrillator (\$1,500/year), and cleaning/disinfecting/sanitizing the ambulance (\$1,000/year). This all adds up to at least \$65,550 per year.

Then you have to add in your training and certification/licensing costs. Each EMT needs at least 40 hours of training bi-annually and each paramedic needs at least 50 hours. Do you pay your EMTs and paramedics for training, or do they expect to be unpaid volunteers for these hours? We pay our volunteers a training stipend of \$20 per training session (regardless of the time). This costs about \$8,000 per year. If you hire any full-time staff you will have to pay them overtime to attend EMS training off-duty. Additionally, our department pays \$3,750 for the annual recertification/licensing fees for our EMTs and paramedics.

There is also the administrative cost of generating and collecting ambulance bills. We hire a billing company to handle our billing and collections. Our annual fee is 2 percent of what we collect, or \$3,640 in FY 2014.

There are additional expenses related to maintaining maintenance records for the ambulance, the defibrillator, the drugs, and our stretcher. We pay to renew our ambulance license, our drug license, and our annual ambulance inspection. (These will vary state to state and is dependent somewhat on what level of ambulance – BLS or ALS – you provide.) There is record keeping and updating of records related to hospital affiliation agreements, medical control agreements, EMS radio system agreements, procurement of supplies and equipment, HIPPA compliance, Medicare/Medicaid compliance, and a myriad of administrative compliance that isn't needed in the fire service. There is a cost associated with answering weekly subpoenas for medical records for patients involved in car crashes, products liability injuries, and medical malpractice cases.

If you are a volunteer fire chief you have suddenly more than doubled your administrative workload by going into the emergency ambulance business. While it is difficult to attach a dollar value to the cost of this entire additional administrative burden, we estimate that it costs us \$18,000 for hiring administrative staff.

To this point the expenses of operating our emergency ambulance add up to \$96,940 per year and the revenue we receive is about \$185,000 per year. This represents a potential profit of \$88,060 per year. However, if you have to hire even a single full-time firefighter/EMT or firefighter/paramedic, all of the profit is wiped out.

The salary, employer's health insurance contribution, life insurance, uniform allowance, educational stipends, employer's pension contribution, employer's Medicare contribution, and other employee expenses cost our department an average of \$75,000 per firefighter/paramedic per year. In addition, there are overtime costs associated with required training, covering their vacations and sick time, and responding off-duty to emergency calls. This overtime cost averages \$25,000 per firefighter/paramedic per year. Then there is the pension contribution, FICA expense, health insurance benefits, unemployment taxes, life insurance benefits, dental insurance benefits, and vision insurance benefits. Our cost for a single career firefighter/paramedic is \$115,000 to \$125,000 per year.

The employee costs your department might someday face to hire even modest daytime coverage will vary with the costs of labor and benefits in your region. There are many areas of the country that would experience significantly lower costs than what my department has, but they will still be substantial compared to the revenue stream you can expect.

Benefits of Providing Ambulance Service

So if you can't turn a profit operating an emergency ambulance, then why should you venture into the ambulance business? There are plenty of reasons that come back to the topics of public policy, public safety, and public service.

If your fire department won't operate the emergency ambulance service for your community, who will? You could hire a private ambulance company, but they need to make a profit, so unless you are willing to subsidize their losses and guarantee them a profit this isn't a good option. You could rely on a neighboring community that needs to increase its revenue with more ambulance transports. Or you could create a shared regional ambulance service. These are common approaches, but how far away is the ambulance and will it be available enough to serve your community? In many cases, the next town's ambulance or a regional ambulance could be 10, 20, or 30 minutes drive time away, and that isn't a great option for people who are seriously injured or ill.

Making the Determination

Before your fire department goes into the emergency ambulance service, make sure you do a comprehensive analysis of your market demographics, project your transports and non-transports, and calculate your projected revenue. Then estimate your expenses in detail. Don't simply look at what another nearby community's experience is because if their demographics and geography are different than yours, your revenue and expenses could be radically different from theirs. I recommend you project your revenue and expenses out over at least three years in order to see how increasing call volumes and contractual increases in expenses might change your operating budget.

You also need to consider a critical intangible cost of becoming an emergency ambulance service. There is the added wear and tear on your volunteers. Even with a few full-time staff you will still be heavily reliant upon your volunteer force to respond to EMS calls and to cover for overlapping emergency calls.

In our community, EMS is 60 percent of our emergency calls. If we were not responding to EMS calls we would have 300 emergency calls per year. With EMS we are responding to 650 emergency calls per year. This requires more volunteers and places a greater burden on our volunteers. It almost doubles the amount of training that volunteers need to participate in. There is no dollar amount that we can attach to this, but there is clearly a cost in volunteer time, volunteer burnout, and additional administrative duties by volunteers.

The dollar amounts in this article are unique to my department and the costs of doing business in our region. They don't necessarily apply to other regions. Each state has its own workforce rules and regulations, its own insurance rules and rates, its own ambulance licensing scheme and costs, and its own performance expectations and standards. However, I think you will find that each category of cost exists in every region. Before you make the decision whether or not to add emergency ambulance service in your fire department, you need to determine and analyze these costs and revenue streams.

Even if you can't make a profit with emergency ambulance service, there may be sound public policy, public safety, and operational reasons that it makes sense for your department to be in the ambulance business. Just make sure you plan your operational systems, expenses, and revenue stream in advance, and that you get into providing emergency ambulance service for the right reasons.

Joe Maruca is the Chief of the West Barnstable (MA) Fire Department. He is also the NVFC's Massachusetts Alternate Director and a member of the of the NVFC EMS/Rescue Section. Chief Maruca represents the NVFC on the NFPA Ambulances Technical Committee.

Hyalite Rural Fire District

Fire Chief's Report

June 2020

Prepared by: Fire Chief Jason Revisky

1. The Hyalite Fire Department has responded to 199 calls in 2020 (as of 6/01/2020).
2. Our current roster is at 49 members (effective 6/01/2020).
3. We currently have 8 resident firefighters living at the Sourdough Fire Station.
4. We have re-instated staffing at the Cottonwood Fire Station.
5. We still have 3 resident renters at the Rae house.
6. We have started a new recruit class with 5 recruits.
7. We have experienced no firefighter injuries or significant mechanical breakdowns in the last month.
8. Apparatus update.