

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

DATE: JULY 21, 2020

TIME: 7:00 p.m.

LOCATION: Sourdough Fire Station, 4541 S. 3<sup>rd</sup> Rd., Bozeman, MT

**If you are unable to attend the meeting in person, please join the meeting via telephone by calling:**

**(800) 884-9450**

**Conference Passcode: 655 453**

**CALL TO ORDER OF HYALITE RURAL FIRE DISTRICT**

Reminder to the public that meetings are being recorded.

**PUBLIC COMMENT ON MATTERS NOT INCLUDED IN THE AGENDA**

**HYALITE CONSENT AGENDA**

1. Approval of Financial Report
2. Approval of Warrants
3. Approval of June 16, 2020 Meeting Synopsis  
*[Consent Agenda Attached]*

**REGULAR AGENDA**

1. Discussion, Review and Decision of Board Policies
  - a. Employee Manual
  - b. Procurement Policy-Draft  
*(See Attachments)*
2. Discussion – Ambulance Transport
3. Fire Chief's Report
4. Trustees' Activities
5. Announcements

**ADJOURNMENT**

This notice is posted on the door of the Administrative Building of the Sourdough Fire Station, the Rae Fire Station, and the Cottonwood Fire Station, and is posted on the Hyalite website and/or Facebook Page at least 48 hours prior to the meeting. Notice of the meeting is published in the Bozeman Daily Chronicle at least 48 hours prior to the meeting.

# **Consent Agenda**



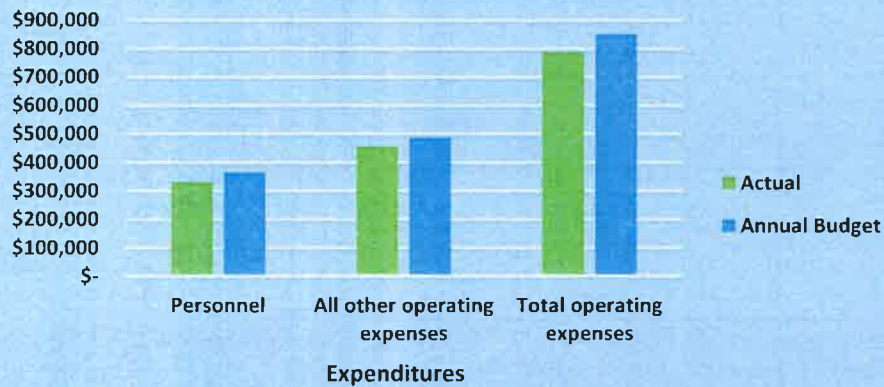
## Dashboard for June 2020

### At a glance...

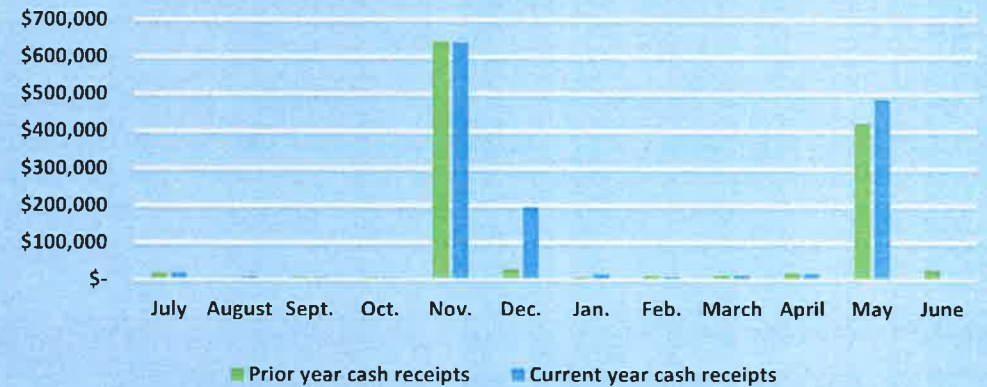
	Current month	Prior year	Calendar YTD
General Fund Cash Balance	\$ 1,576,130	\$ 1,061,293	255
Taxes Receivable	\$ 138,201	\$ 56,262	46
Short-term payables	\$ -	\$ -	23
			2,026

The inconsistent nature of our cash flows dictates that we maintain a minimum cash balance of \$400,000. See the graph, which shows the timing of cash receipts below.

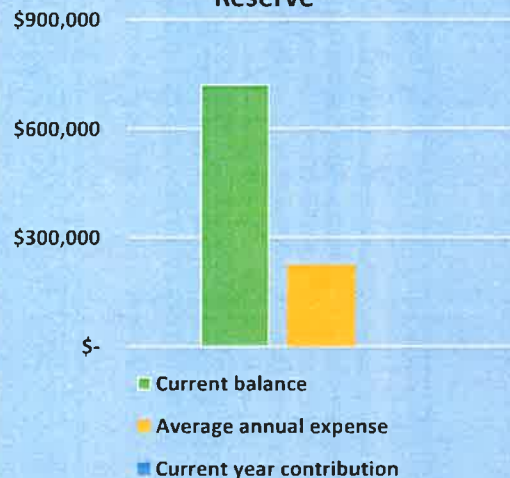
### Budgetary Comparisons - for year to date



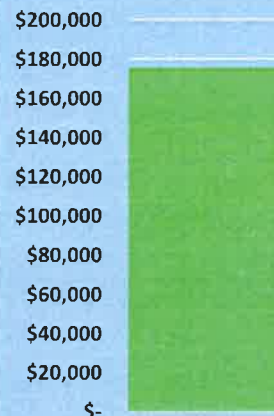
### Timing of Cash Receipts



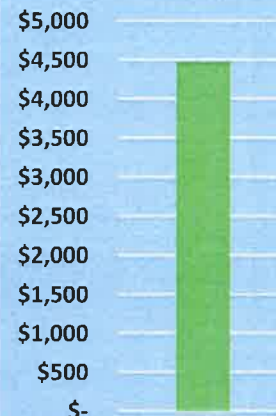
### Apparatus and Equipment Reserve



### Capital Improvement Reserve



### Building Repair/Replacement Reserve



### Station Debt



# Hyalite Rural Fire District

## STATEMENT OF FINANCIAL POSITION

As of June 30, 2020

	TOTAL
<b>ASSETS</b>	
Current Assets	
Bank Accounts	\$2,799,670.88
Accounts Receivable	\$2,557.98
Other Current Assets	\$257,663.63
<b>Total Current Assets</b>	<b>\$3,059,892.49</b>
Fixed Assets	
180000 Capital Assets	
181000 Land	361,201.00
182000 Buildings & Improvements	3,977,062.68
186000 Machinery & Equipment	2,519,397.98
186100 Accumulated Depreciation	(2,810,109.97)
<b>Total 180000 Capital Assets</b>	<b>4,047,551.69</b>
<b>Total Fixed Assets</b>	<b>\$4,047,551.69</b>
<b>TOTAL ASSETS</b>	<b>\$7,107,444.18</b>
<b>LIABILITIES AND EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	\$34,236.96
Credit Cards	\$0.00
Other Current Liabilities	\$180,000.00
<b>Total Current Liabilities</b>	<b>\$214,236.96</b>
Long-Term Liabilities	\$1,928,608.59
<b>Total Liabilities</b>	<b>\$2,142,845.55</b>
Equity	
241000 Unrestricted Fund Balance	881,625.64
241001 General fixed asset acct group	4,047,551.69
241002 General LT debt account group	(2,008,476.49)
241100 Reserved Fund Balance	
241101 Restricted for Debt Service	323,062.85
241102 Reserved for Capital Reserve	0.00
241103 Capital improvements	175,388.00
241104 Capital replacement	0.00
241105 Apparatus replacement	720,617.19
241106 Building repair/replacement	4,473.32
<b>Total 241104 Capital replacement</b>	<b>725,090.51</b>
<b>Total 241102 Reserved for Capital Reserve</b>	<b>900,478.51</b>
<b>Total 241100 Reserved Fund Balance</b>	<b>1,223,541.36</b>
241200 Assigned to vol firefighters	6,599.36
Net Revenue	813,757.07
<b>Total Equity</b>	<b>\$4,964,598.63</b>

**Hyalite Rural Fire District**  
**STATEMENT OF FINANCIAL POSITION**  
As of June 30, 2020

	TOTAL
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$7,107,444.18</b>

# Hyalite Rural Fire District

## BUDGET VS. ACTUALS: FY\_2019\_2020 - FY20 P&L

July 2019 - June 2020 (100%)

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
<b>Revenue</b>				
310000 Taxes	1,509,596.31	1,477,629.00	31,967.31	102.16 %
316000 Entitlement Share	37,861.86	36,000.00	1,861.86	105.17 %
320000 Firefighter fundraising event	1,046.00	2,500.00	(1,454.00)	41.84 %
360000 Miscellaneous Revenues	19,046.77	4,000.00	15,046.77	476.17 %
365000 Contributions and Donations	1,932.26	500.00	1,432.26	386.45 %
370000 Investment Earnings		20,000.00	(20,000.00)	
380000 Proceeds From Sale of Equipment	20,000.00		20,000.00	
<b>Total Revenue</b>	<b>\$1,589,483.20</b>	<b>\$1,540,629.00</b>	<b>\$48,854.20</b>	<b>103.17 %</b>
<b>GROSS PROFIT</b>	<b>\$1,589,483.20</b>	<b>\$1,540,629.00</b>	<b>\$48,854.20</b>	<b>103.17 %</b>
<b>Expenditures</b>				
420000 Public Safety Expenses	19,883.09	40,000.00	(20,116.91)	49.71 %
420100 Personnel Services	331,700.26	365,000.00	(33,299.74)	90.88 %
420200 Supplies	33,096.18	22,000.00	11,096.18	150.44 %
420220 Meals/Incentives	10,282.41	11,000.00	(717.59)	93.48 %
420240 Fuel	24,382.69	36,000.00	(11,617.31)	67.73 %
420310 Election Costs		7,000.00	(7,000.00)	
420320 Professional Subscription/Dues	6,891.53	4,000.00	2,891.53	172.29 %
420330 Community Outreach/Education	4,409.03	10,000.00	(5,590.97)	44.09 %
420340 Utility Services	42,488.87	52,000.00	(9,511.13)	81.71 %
420350 Professional Services	27,404.25	40,000.00	(12,595.75)	68.51 %
420390 Firefighter Physicals	16,396.50	15,000.00	1,396.50	109.31 %
420400 Training/Travel - Trustees		3,000.00	(3,000.00)	
420420 Facilities	19,887.50	35,000.00	(15,112.50)	56.82 %
420500 Insurance	55,483.79	70,000.00	(14,516.21)	79.26 %
420930 Safety Equipment	42,537.59	70,000.00	(27,462.41)	60.77 %
420940 Apparatus	55,184.65	70,000.00	(14,815.35)	78.84 %
420970 Capital outlay	54,682.75		54,682.75	
490100 Debt Services	30,987.50	241,975.00	(210,987.50)	12.81 %
669100 Other Charges	27.54	500.00	(472.46)	5.51 %
<b>Total Expenditures</b>	<b>\$775,726.13</b>	<b>\$1,092,475.00</b>	<b>\$ (316,748.87)</b>	<b>71.01 %</b>
<b>NET OPERATING REVENUE</b>	<b>\$813,757.07</b>	<b>\$448,154.00</b>	<b>\$365,603.07</b>	<b>181.58 %</b>
<b>NET REVENUE</b>	<b>\$813,757.07</b>	<b>\$448,154.00</b>	<b>\$365,603.07</b>	<b>181.58 %</b>

# Hyalite Rural Fire District

## TRANSACTION LIST BY VENDOR

June 2020

DATE	TRANSACTION TYPE	NUM	POSTING	MEMO/DESCRIPTION	ACCOUNT	AMOUNT
<b>406 Compressor Service &amp; Repair LLC</b>						
06/03/2020	Bill Payment (Check)	7803102	Yes		101000 Cash/Investments:General Fund	-1,150.00
<b>AED Superstore</b>						
06/10/2020	Credit Card Expenditure		Yes	child pads for AEDs on trucks	210560 Costco Citi Card-Eaton 2172	731.41
<b>Alert Technologies</b>						
06/23/2020	Bill	200615A	Yes	Hubdoc - 125778223 - INV200615A	202100 Accounts Payable	583.00
<b>Alex Phillips</b>						
06/11/2020	Bill	6.2020	Yes	Hubdoc - 123692104 - INV6.2020	202100 Accounts Payable	39.70
06/17/2020	Bill Payment (Check)	7803123	Yes		101000 Cash/Investments:General Fund	-39.70
<b>Alex Richard</b>						
06/19/2020	Bill	6.19.20	Yes	Hubdoc - 125778233 - INV6.19.20	202100 Accounts Payable	43.66
<b>Amazon</b>						
06/09/2020	Credit Card Expenditure		Yes	6-ft male shielded audio cable	210580 Costco Citi Card - Prato 2005	9.95
06/12/2020	Credit Card Expenditure		Yes	bin box 12x12x8	210580 Costco Citi Card - Prato 2005	26.00
<b>American Red Cross</b>						
06/03/2020	Credit Card Expenditure		Yes	CPR/AED for the Professional Rescuer	210560 Costco Citi Card-Eaton 2172	180.00
<b>Anderson ZurMuehlen</b>						
06/03/2020	Bill Payment (Check)	7803103	Yes	142167.700	101000 Cash/Investments:General Fund	-2,600.00
06/19/2020	Bill	394197/142167.700	Yes	Hubdoc - 125778220 - INV394197/142167.700	202100 Accounts Payable	1,300.00
<b>BALCO</b>						
06/01/2020	Bill	58250	Yes	Hubdoc - 121531015 - INV58250	202100 Accounts Payable	136.00
06/03/2020	Bill Payment (Check)	7803104	Yes		101000 Cash/Investments:General Fund	-136.00
<b>BlueCross BlueShield of Montana</b>						
06/01/2020	Bill	X6A680/6.1.20	Yes	Hubdoc - 119628225 - INVX6A680/6.1.20	202100 Accounts Payable	4,115.39
06/17/2020	Bill Payment (Check)	7803124	Yes		101000 Cash/Investments:General Fund	-4,115.39
<b>Bozeman Chronicle</b>						
06/15/2020	Bill	366786/6.2020	Yes	Hubdoc - 125778239 - INV366786/6.2020	202100 Accounts Payable	26.00
06/17/2020	Bill Payment (Check)	7803125	Yes	347411	101000 Cash/Investments:General Fund	-109.00
<b>Bozeman Green Build</b>						
06/17/2020	Bill	1	Yes	Hubdoc - 125778215 - INV1	202100 Accounts Payable	26,614.00
<b>Century Link</b>						
06/01/2020	Bill	4066024041528B/6.1.20	Yes	Hubdoc - 123692101 - INV4066024041528B/6.1.20	202100 Accounts Payable	131.34
06/03/2020	Bill Payment (Check)	7803105	Yes		101000 Cash/Investments:General Fund	-38.13
06/04/2020	Bill	4065876270585B/6.4.20	Yes	Hubdoc - 123692094 - INV4065876270585B/6.4.20	202100 Accounts Payable	42.24
06/10/2020	Bill	4065874149951B/6.10	Yes	Hubdoc - 125778225 - INV4065874149951B/6.10	202100 Accounts Payable	46.13
06/17/2020	Bill Payment (Check)	7803126	Yes		101000 Cash/Investments:General Fund	-173.58

# Hyalite Rural Fire District

## TRANSACTION LIST BY VENDOR

June 2020

DATE	TRANSACTION TYPE	NUM	POSTING	MEMO/DESCRIPTION	ACCOUNT	AMOUNT
<b>Charter Communications</b>						
06/09/2020	Bill	0672244060920	Yes	Hubdoc - 123692105 - INV0672244060920	202100 Accounts Payable	281.80
06/17/2020	Bill Payment (Check)	7803127	Yes	8313200110672244	101000 Cash/Investments:General Fund	-281.80
<b>Citi Card</b>						
06/16/2020	Bill	3990/6.16.20	Yes	Hubdoc - 123841800 - INV3990/6.16.20	202100 Accounts Payable	6,422.37
06/17/2020	Bill Payment (Check)	7803128	Yes		101000 Cash/Investments:General Fund	-6,422.37
<b>ConferTel</b>						
06/05/2020	Credit Card Expenditure		Yes		210550 Costco Citi Card-Revisky 3990	19.24
<b>Connect Telephone and Computer Group</b>						
06/03/2020	Bill Payment (Check)	7803106	Yes		101000 Cash/Investments:General Fund	-973.06
<b>Costco Wholesale</b>						
06/04/2020	Credit Card Expenditure		Yes	paper towels and batteries	210560 Costco Citi Card-Eaton 2172	319.79
<b>Custom Logo</b>						
06/03/2020	Bill Payment (Check)	7803107	Yes		101000 Cash/Investments:General Fund	-811.20
<b>Delta Dental</b>						
06/01/2020	Bill	17272-51213/5.25.20	Yes	Hubdoc - 118050088 - INV17272-51213/5.25.20	202100 Accounts Payable	175.28
06/03/2020	Bill Payment (Check)	7803108	Yes		101000 Cash/Investments:General Fund	-175.28
<b>DirectTV</b>						
06/13/2020	Bill	37518895029	Yes	Hubdoc - 125778230 - INV37518895029	202100 Accounts Payable	167.99
<b>Ecolab</b>						
06/03/2020	Bill Payment (Check)	7803109	Yes		101000 Cash/Investments:General Fund	-292.54
<b>Emergency Reporting</b>						
06/01/2020	Bill	INV202015214	Yes	Hubdoc - 123692102 - INVINV202015214	202100 Accounts Payable	1,420.00
06/17/2020	Bill Payment (Check)	7803129	Yes		101000 Cash/Investments:General Fund	-1,420.00
<b>Ensemble Care for Heroes (ECMS)</b>						
06/03/2020	Bill Payment (Check)	7803110	Yes		101000 Cash/Investments:General Fund	-387.53
<b>Firehouse Subs</b>						
06/05/2020	Credit Card Expenditure		Yes	recruit training	210560 Costco Citi Card-Eaton 2172	94.61
06/12/2020	Credit Card Expenditure		Yes		210560 Costco Citi Card-Eaton 2172	144.35
06/13/2020	Credit Card Expenditure		Yes		210560 Costco Citi Card-Eaton 2172	23.37
06/14/2020	Credit Card Expenditure		Yes		210560 Costco Citi Card-Eaton 2172	94.61
<b>FURS</b>						
06/10/2020	Check	ERIC	Yes		101000 Cash/Investments:General Fund	-5,196.13



# Hyalite Rural Fire District

## TRANSACTION LIST BY VENDOR

June 2020

DATE	TRANSACTION TYPE	NUM	POSTING	MEMO/DESCRIPTION	ACCOUNT	AMOUNT
<b>General Distributing Co.</b>						
06/17/2020	Bill Payment (Check)	7803130	Yes	56625	101000 Cash/Investments:General Fund	-66.34
<b>Grass Monkeys Lawn Care</b>						
06/01/2020	Bill	13	Yes	Hubdoc - 121531017 - INV13	202100 Accounts Payable	630.00
06/03/2020	Bill Payment (Check)	7803111	Yes		101000 Cash/Investments:General Fund	-630.00
<b>House of Clean</b>						
06/01/2020	Bill	259282	Yes	Hubdoc - 121531025 - INV259282	202100 Accounts Payable	76.41
06/03/2020	Bill Payment (Check)	7803112	Yes		101000 Cash/Investments:General Fund	-76.41
<b>J&amp;H INC</b>						
06/03/2020	Bill Payment (Check)	7803113	Yes	13753	101000 Cash/Investments:General Fund	-78.24
06/22/2020	Bill	586741	Yes	Hubdoc - 125778237 - INV586741	202100 Accounts Payable	139.34
<b>Joe's Parkway</b>						
06/24/2020	Bill	6260	Yes	Hubdoc - 125778231 - INV6260	202100 Accounts Payable	74.21
<b>Kenyon Noble</b>						
06/03/2020	Bill Payment (Check)	7803114	Yes		101000 Cash/Investments:General Fund	-167.26
<b>Michael Buffington</b>						
06/09/2020	Bill	6.9.20	Yes	Hubdoc - 125778238 - INV6.9.20	202100 Accounts Payable	38.56
<b>Montana Dept. of Revenue</b>						
06/10/2020	Check	FIB e-Pay	Yes	6442692-002-WTH	101000 Cash/Investments:General Fund	-894.00
<b>Montana Fire Trustees Association</b>						
06/15/2020	Bill	6.15.2020	Yes	Hubdoc - 123692088 - INV6.15.2020	202100 Accounts Payable	500.00
06/17/2020	Bill Payment (Check)	7803131	Yes		101000 Cash/Investments:General Fund	-500.00
<b>Montana Firemen's Association</b>						
06/10/2020	Check	7803122	Yes		101000 Cash/Investments:General Fund	-207.35
<b>Montana Occupational Health</b>						
06/02/2020	Bill	11105	Yes	Hubdoc - 125778212 - INV11105	202100 Accounts Payable	581.00
06/03/2020	Bill Payment (Check)	7803115	Yes		101000 Cash/Investments:General Fund	-4,928.00
06/03/2020	Bill	11121	Yes	Hubdoc - 123692092 - INV11121	202100 Accounts Payable	772.00
06/03/2020	Bill	11124	Yes	Hubdoc - 123692089 - INV11124	202100 Accounts Payable	496.00
06/04/2020	Bill	11128	Yes	Hubdoc - 123692096 - INV11128	202100 Accounts Payable	115.00
06/04/2020	Bill	11126	Yes	Hubdoc - 125778216 - INV11126	202100 Accounts Payable	496.00
06/08/2020	Bill	11131	Yes	Hubdoc - 123692084 - INV11131	202100 Accounts Payable	481.00
06/08/2020	Bill	11132	Yes	Hubdoc - 123692087 - INV11132	202100 Accounts Payable	100.00
06/09/2020	Bill	11148	Yes	Hubdoc - 123692100 - INV11148	202100 Accounts Payable	496.00
06/16/2020	Bill	11174	Yes	Hubdoc - 125778219 - INV11174	202100 Accounts Payable	672.00
06/16/2020	Bill	11173	Yes	Hubdoc - 125778213 - INV11173	202100 Accounts Payable	15.00
06/17/2020	Bill Payment (Check)	7803132	Yes		101000 Cash/Investments:General Fund	-5,114.00
06/18/2020	Bill	11191	Yes	Hubdoc - 125778224 - INV11191	202100 Accounts Payable	240.50
06/22/2020	Bill	11194	Yes	Hubdoc - 125778210 - INV11194	202100 Accounts Payable	125.00

Montana Party Rentals

# Hyalite Rural Fire District

## TRANSACTION LIST BY VENDOR

June 2020

DATE	TRANSACTION TYPE	NUM	POSTING	MEMO/DESCRIPTION	ACCOUNT	AMOUNT
06/10/2020	Credit Card Expenditure		Yes	Awareness BBQ - \$221 paid 4/13, balance of \$200 pd cc 6/10	210550 Costco Citi Card-Revisky 3990	200.00
<b>NAPA Auto Parts</b>						
06/17/2020	Bill Payment (Check)	7803133	Yes	12342	101000 Cash/Investments:General Fund	-21.98
<b>Northwestern Energy</b>						
06/09/2020	Bill	1196979-7/6.9.20	Yes	Hubdoc - 123692112 - INV1196979-7/6.9.20	202100 Accounts Payable	351.76
06/09/2020	Bill	0180737-9/6.9.20	Yes	Hubdoc - 123692111 - INV0180737-9/6.9.20	202100 Accounts Payable	130.92
06/09/2020	Bill	3252724-4/6.9.20	Yes	Hubdoc - 123692108 - INV3252724-4/6.9.20	202100 Accounts Payable	86.02
06/09/2020	Bill	3091809-8/6.9.20	Yes	Hubdoc - 123692110 - INV3091809-8/6.9.20	202100 Accounts Payable	722.57
06/10/2020	Bill	0180089-5/6.10.20	Yes	Hubdoc - 123692114 - INV0180089-5/6.10.20	202100 Accounts Payable	72.29
06/17/2020	Bill Payment (Check)	7803134	Yes		101000 Cash/Investments:General Fund	-1,363.56
<b>Owenhouse-Ace Hardware</b>						
06/03/2020	Bill Payment (Check)	7803116	Yes		101000 Cash/Investments:General Fund	-429.04
06/27/2020	Bill	191619/6.27.20	Yes	Hubdoc - 125778244 - INV191619/6.27.20	202100 Accounts Payable	57.47
<b>People Facts</b>						
06/01/2020	Bill	2020050989	Yes	Hubdoc - 121531004 - INV2020050989	202100 Accounts Payable	282.41
06/03/2020	Bill Payment (Check)	7803117	Yes		101000 Cash/Investments:General Fund	-282.41
<b>PERS</b>						
06/10/2020	Check	ERIC	Yes		101000 Cash/Investments:General Fund	-438.11
<b>RAE Water</b>						
06/03/2020	Bill Payment (Check)	7803118	Yes		101000 Cash/Investments:General Fund	-132.80
06/23/2020	Bill	GH 5370-00	Yes		202100 Accounts Payable	44.55
06/23/2020	Bill	FIRE-00	Yes	Hubdoc - 114476985 - INVFIRE-00	202100 Accounts Payable	84.25
<b>Republic Services</b>						
06/03/2020	Bill Payment (Check)	7803119	Yes		101000 Cash/Investments:General Fund	-419.31
06/28/2020	Bill	0886-001587324	Yes	Hubdoc - 126027398 - INV0886-001587324	202100 Accounts Payable	134.03
06/28/2020	Bill	0886-001588051	Yes	Hubdoc - 126027399 - INV0886-001588051	202100 Accounts Payable	462.69
<b>Ressler</b>						
06/02/2020	Bill	2040869	Yes	Hubdoc - 123692118 - INV2040869	202100 Accounts Payable	1,412.00
06/17/2020	Bill Payment (Check)	7803135	Yes	56595	101000 Cash/Investments:General Fund	-1,412.00
<b>Rosas Pizza</b>						
06/03/2020	Credit Card Expenditure		Yes	training	210560 Costco Citi Card-Eaton 2172	175.00
06/10/2020	Credit Card Expenditure		Yes	recruit training	210560 Costco Citi Card-Eaton 2172	206.00
<b>Staples</b>						
06/03/2020	Credit Card Expenditure		Yes		210560 Costco Citi Card-Eaton 2172	105.44
06/12/2020	Credit Card Expenditure		Yes	EMS supplies	210580 Costco Citi Card - Prato 2005	7.28
<b>Storm Castle</b>						
06/02/2020	Credit Card Expenditure		Yes	lunch meeting	210570 Costco Citi Card-Nickolay 7029	64.50

# Hyalite Rural Fire District

## TRANSACTION LIST BY VENDOR

June 2020

DATE	TRANSACTION TYPE	NUM	POSTING	MEMO/DESCRIPTION	ACCOUNT	AMOUNT
Story Distributing						
06/17/2020	Bill Payment (Check)	7803136	Yes	184000	101000 Cash/Investments:General Fund	-1,490.36
The Home Depot						
06/12/2020	Credit Card Expenditure		Yes	roof on roof prop	210560 Costco Citi Card-Eaton 2172	159.88
Thriftway						
06/09/2020	Credit Card Expenditure		Yes	C-6-2	210100 Conoco	25.81
06/13/2020	Credit Card Expenditure		Yes	C-6-2	210100 Conoco	14.03
06/21/2020	Credit Card Expenditure		Yes	C-6-2	210100 Conoco	20.89
Town and Country						
06/01/2020	Bill	5820666/6.1.20	Yes	Hubdoc - 123692109 - INV5820666/6.1.20	202100 Accounts Payable	53.28
06/17/2020	Bill Payment (Check)	7803137	Yes		101000 Cash/Investments:General Fund	-53.28
Town Pump						
06/01/2020	Credit Card Expenditure		Yes	QRU-6	210100 Conoco	16.15
06/03/2020	Credit Card Expenditure		Yes	C-6-2	210100 Conoco	46.60
06/04/2020	Credit Card Expenditure		Yes	R-6	210100 Conoco	4.39
06/12/2020	Credit Card Expenditure		Yes	C-6	210100 Conoco	16.87
06/14/2020	Credit Card Expenditure		Yes	gas B-6	210580 Costco Citi Card - Prato 2005	29.03
06/16/2020	Credit Card Expenditure		Yes	QRU-6	210100 Conoco	11.22
06/18/2020	Credit Card Expenditure		Yes	C-6-2	210100 Conoco	21.70
06/22/2020	Credit Card Expenditure		Yes	E-6-3	210100 Conoco	16.82
TW Enterprises, Inc.						
06/26/2020	Bill	46093	Yes	Hubdoc - 125778217 - INV46093	202100 Accounts Payable	553.22
06/26/2020	Bill	46094	Yes	Hubdoc - 125778222 - INV46094	202100 Accounts Payable	675.97
Uline						
06/08/2020	Credit Card Expenditure		Yes	corrugated bins	210580 Costco Citi Card - Prato 2005	356.94
United States Treasury						
06/10/2020	Check	FIB e-Pay	Yes	81-2360037	101000 Cash/Investments:General Fund	-1,906.42
USPS						
06/04/2020	Credit Card Expenditure		Yes		210550 Costco Citi Card-Revisky 3990	7.75
Verizon						
06/03/2020	Bill Payment (Check)	7803120	Yes		101000 Cash/Investments:General Fund	-695.52
06/23/2020	Bill	9857314710	Yes	Hubdoc - 125778254 - INV9857314710	202100 Accounts Payable	282.98
Webstaurant Store						

# Hyalite Rural Fire District

## TRANSACTION LIST BY VENDOR

June 2020

DATE	TRANSACTION TYPE	NUM	POSTING	MEMO/DESCRIPTION	ACCOUNT	AMOUNT
06/05/2020	Credit Card Expenditure		Yes	AED pad for medical kits	210560 Costco Citi Card-Eaton 2172	522.93
Wex Bank						
06/03/2020	Bill Payment (Check)	7803121	Yes	0203-00-109722-9	101000 Cash/Investments:General Fund	-241.76
06/23/2020	Bill	66084653	Yes	Hubdoc - 125778868 - INV66084653	202100 Accounts Payable	316.75
Word Press						
06/13/2020	Credit Card Expenditure		Yes	annual subscription	210550 Costco Citi Card-Revisky 3990	99.00

# Hyalite Rural Fire District

## CHECK DETAIL

June 2020

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
100000 Cash/Investments						
101000 General Fund						
06/03/2020	Bill Payment (Check)	7803102	406 Compressor Service & Repair LLC			-1,150.00
06/03/2020	Bill Payment (Check)	7803103	Anderson ZurMuehlen	142167.700		-2,600.00
06/03/2020	Bill Payment (Check)	7803104	BALCO			-136.00
06/03/2020	Bill Payment (Check)	7803105	Century Link			-38.13
06/03/2020	Bill Payment (Check)	7803106	Connect Telephone and Computer Group			-973.06
06/03/2020	Bill Payment (Check)	7803107	Custom Logo			-811.20
06/03/2020	Bill Payment (Check)	7803108	Delta Dental			-175.28
06/03/2020	Bill Payment (Check)	7803109	Ecolab			-292.54
06/03/2020	Bill Payment (Check)	7803110	Ensemble Care for Heroes (ECMS)			-387.53
06/03/2020	Bill Payment (Check)	7803111	Grass Monkeys Lawn Care			-630.00
06/03/2020	Bill Payment (Check)	7803112	House of Clean			-76.41
06/03/2020	Bill Payment (Check)	7803113	J&H INC	13753		-78.24
06/03/2020	Bill Payment (Check)	7803114	Kenyon Noble			-167.26
06/03/2020	Bill Payment (Check)	7803115	Montana Occupational Health			-4,928.00
06/03/2020	Bill Payment (Check)	7803116	Owenhouse-Ace Hardware			-429.04
06/03/2020	Bill Payment (Check)	7803117	People Facts			-282.41
06/03/2020	Bill Payment (Check)	7803118	RAE Water			-132.80
06/03/2020	Bill Payment (Check)	7803119	Republic Services			-419.31
06/03/2020	Bill Payment (Check)	7803120	Verizon			-695.52
06/03/2020	Bill Payment (Check)	7803121	Wex Bank	0203-00-109722-9		-241.76
06/10/2020	Check	7803122	Montana Firemen's Association			-207.35
				Montana Firemen's Association		-207.35
06/10/2020	Check	FIB e-Pay	United States Treasury	81-2360037		-1,906.42
				Federal Withholding		-1,281.00
				Medicare Company		-312.71
				Medicare Employee		-312.71
				Medicare Employee Addl Tax		0.00
06/10/2020	Check	FIB e-Pay	Montana Dept. of Revenue	6442692-002-WTH		-894.00
				MT - Withholding		-894.00

# Hyalite Rural Fire District

## CHECK DETAIL

June 2020

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
06/10/2020	Check	ERIC	FURS			-5,196.13
				FURS-Employee		-2,218.62
				FURS-Employer		-2,977.51
06/10/2020	Check	ERIC	PERS			-438.11
				PERS-Employee		-208.88
				PERS-Employer		-229.23
06/17/2020	Bill Payment (Check)	7803123	Alex Phillips			-39.70
06/17/2020	Bill Payment (Check)	7803124	BlueCross BlueShield of Montana			-4,115.39
06/17/2020	Bill Payment (Check)	7803125	Bozeman Chronicle	347411		-109.00
06/17/2020	Bill Payment (Check)	7803126	Century Link			-173.58
06/17/2020	Bill Payment (Check)	7803127	Charter Communications	8313200110672244		-281.80
06/17/2020	Bill Payment (Check)	7803128	Citi Card			-6,422.37
06/17/2020	Bill Payment (Check)	7803129	Emergency Reporting			-1,420.00
06/17/2020	Bill Payment (Check)	7803130	General Distributing Co.	56625		-66.34
06/17/2020	Bill Payment (Check)	7803131	Montana Fire Trustees Association			-500.00
06/17/2020	Bill Payment (Check)	7803132	Montana Occupational Health			-5,114.00
06/17/2020	Bill Payment (Check)	7803133	NAPA Auto Parts	12342		-21.98
06/17/2020	Bill Payment (Check)	7803134	Northwestern Energy			-1,363.56
06/17/2020	Bill Payment (Check)	7803135	Ressler	56595		-1,412.00
06/17/2020	Bill Payment (Check)	7803136	Story Distributing	184000		-1,490.36
06/17/2020	Bill Payment (Check)	7803137	Town and Country			-53.28

**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. 3<sup>rd</sup> 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/](http://www.hyalitefire.org/board-meeting-minutes/) or at the Hyalite Rural Fire District Administrative Offices, 4541 S. 3<sup>rd</sup> Rd., Bozeman, MT, during its standard business hours.*

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**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

<b>0:00:15</b>	<b>CALL TO ORDER OF HYALITE RURAL FIRE DISTRICT</b> 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.
<b>0:01:00</b>	<b>ELECTION OF OFFICERS – CHAIR, VICE CHAIR, TREASURER, SECRETARY</b>  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.  <b>Motion:</b> 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.

	<b>Vote:</b> Unanimous approval
<b>0:02:12</b>	<p><b>HYALITE CONSENT AGENDA</b></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><b>Motion:</b> Trustee Miller made the motion to approve consent agenda as presented. Trustee Jarrett seconded the motion.</p> <p><b>Vote:</b> Unanimous approval</p> <p><i>[See May 19, 2020 Board Packet for Consent Agenda items approved.]</i></p>
	<b>REGULAR AGENDA</b>
<b>0:02:37</b>	<p><b>Discussion and Decision – Solar Grant Project Contract Approval</b></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><b>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.</b></p> <p>Chair Geddes asks for public comment on the motion – none given.</p> <p><b>Second:</b> Trustee Zidack seconded the motion.</p> <p><b>Vote:</b> Unanimous approval.</p> <p><i>[See Attachment A for Solar Project Contract with Bozeman Green Build]</i></p>
<b>0:07:02</b>	<p><b>Review of Board Policies – Maintenance Captain and Administrative Assistant Job Descriptions</b></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><b>Motion: Trustee Miller made a motion to approve the job description for the Maintenance Captain.</b></p> <p>Chair Geddes asks for any public comment – none given.</p> <p><b>Second:</b> Trustee Zidack seconded the motion.</p> <p><b>Vote:</b> 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><b>Motion: Trustee Jarrett made a motion to approve the job description for the Administrative Assistant.</b>  Chair Geddes asks for any public comment – none given.  <b>Second:</b> Trustee Miller seconded the motion.  <b>Vote:</b> 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><b>Discussion and Decision – Procurement Policy – Draft</b></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.</p> <p>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><b>Action to be Taken:</b> 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><b>Discussion and Decision – Contract Agreement with DNRC</b></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><b>Motion: Trustee Shrauger made a motion to accept the proposal presented by Assistant Chief Nickolay.</b>  Chair Geddes asks for any public comment – none given.  <b>Second:</b> Trustee Jarrett seconded the motion.  Chair Geddes asks for any public comment – none given.  <b>Vote:</b> Unanimous approval.</p> <p><i>[See Attachment E for Contract Agreement with DNRC]</i></p>
0:47:27	<p><b>Discussion – Ambulance Transport Proposal</b></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>
<b>0:58:58</b>	<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>
<b>1:07:33</b>	<p>Chair Geddes asked for public comment – Steve White provides handouts and makes comments. Chief Revisky comments.</p>
<b>1:15:47</b>	<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>
<b>1:36:12</b>	<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>
<b>1:47:54</b>	<p><b>Discussion - Fire Chief's Report</b></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 Chiefs Report]</i></p>
<b>1:50:27</b>	<p><b>Trustees' Activities</b></p> <p>None Reported</p>
<b>1:50:32</b>	<p><b>Announcements</b></p> <ul style="list-style-type: none"> <li>• Wildland BBQ scheduled for June 24, 2020 from 4:00 – 8:00, Cottonwood Fire Station</li> <li>• Next meeting will be held July 21, 2020.</li> </ul>
<b>1:51:03</b>	<b>ADJOURNMENT</b>



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 e-mail: [info@bozemangreenbuild.com](mailto: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: <a href="mailto:info@bozemangreenbuild.com">info@bozemangreenbuild.com</a>
OWNER:	Hyalite Rural Fire District 4541 S 3rd Rd Bozeman, MT 59715 Email: <a href="mailto:admin@hyalitefire.org">admin@hyalitefire.org</a>

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
<b>TOTAL:</b>	<b>\$51,250.00</b>
*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.

**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](mailto:info@bozemangreenbuild.com)**

**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).

<b>CONTRACTOR:</b>  By _____ John Palm, Bozeman Green Build	<b>OWNER:</b>  By _____  Its _____ Hyalite Rural Fire District
--	---

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## REQUEST FOR BIDS (cont.)

**BID FORM**LUMP 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](http://www.bozemangreenbuild.com)  
**Primary contact:** John Palm, CEO  
**Email:** [info@bozemangreenbuild.com](mailto: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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**350 Heidner Lane, Bozeman, Montana 59718 P: 406.580.6068 F: 406.388.8828**  
**e-mail: [info@bozemangreenbuild.com](mailto:info@bozemangreenbuild.com)**

**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.

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2

## 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  
26<sup>th</sup>, 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](mailto: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.

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e-mail: [info@bozemangreenbuild.com](mailto:info@bozemangreenbuild.com)



### **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

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e-mail: [info@bozemangreenbuild.com](mailto: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@bozemangreenbulld.com](mailto:info@bozemangreenbulld.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, legal status and 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)  
  
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.

## 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 30<sup>th</sup> day of January, 2020.

*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

*Stephen M. Haney*

Stephen M. Haney, Vice President



STATE OF NEW JERSEY  
County of Hunterdon

SS

On this 30<sup>th</sup> 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 10, 2024

*Katherine J. Adelaar*

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*

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: suretyarchub@com



## **Hyalite Rural Fire District**

### **Maintenance Captain**

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#### **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

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## 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 16<sup>th</sup> 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.

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

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

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Date:

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Date



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

<b>1. Montana DNRC Land or Unit Office a. Name and Address:</b> Montana DNRC - Central Land Office Bozeman Unit 2273 Boot Hill Court, #110 Bozeman, MT 59715  <b>b. Phone Number:</b> 406-586-5243 <b>c. FAX Number:</b> 406-587-9726		<b>2. AGREEMENT NUMBER</b> (Must appear on all documents relating to this agreement): 20-CLO-BU-5 <b>3. EFFECTIVE DATES OF AGREEMENT:</b> a. Beginning <u>June 16, 2020</u> b. Ending <u>June 30, 2021</u>  c. Specific incident only: Incident Name: _____ Incident Number: _____	
<b>4. Local Government Fire Force a. Name and Address:</b> Hyalite Rural Fire District 4541 S. 3 <sup>rd</sup> Road Bozeman, MT 59715  <b>d. EMAIL Address:</b> <u>admin@hyalitefire.org</u> <b>e. Telephone Number (day):</b> 406-586-3770 Telephone Number (night): 406-586-3770 Cell Phone Number: FAX:		<b>5. POINT OF HIRE</b> (Location when hired if different than Block 4):  <b>6. ORDERING DISPATCH CENTER</b> MT-BZC  <b>7. THE FOLLOWING EQUIPMENT IS BEING PROVIDED:</b> <input type="checkbox"/> FULLY OPERATED <input checked="" type="checkbox"/> UNOPERATED	
<b>9. ITEM DESCRIPTION:</b> Equipment (include VIN, make, model, year, serial no., accessories or other identifying features).		<b>10. NO. OF OPERATORS PER SHIFT</b>	
COMMAND 6-2, Off Road 3/4 ton Command Vehicle 2019 Dodge 2500 LIC#: 6-09359C    VIN: 3C6UR5CJ8JG336170		1	
COMMAND 6-1, Off Road 1/2 Ton Command Vehicle 2006 Toyota Tundra LIC#: 6-13518C    VIN: 5TBDT44146S502687		1	
COMMAND 6, Off Road 3/4 ton Command Vehicle 2011 Chevrolet Suburban LIC#: 6-13516C    VIN: 1GNWK5EGXBR211042		1	
<b>14. SPECIAL PROVISIONS, GENERAL CLAUSES AND GUIDING DOCUMENT:</b>		<b>11. HRLY/DAILY/MILEAGE/SHIFT BASIS (SS/SS; ref. Cl.6)</b> Rate      Unit	
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: <a href="http://dnrc.mt.gov/divisions/forestry/fire-and-aviation/fire-business/forms-and-information">http://dnrc.mt.gov/divisions/forestry/fire-and-aviation/fire-business/forms-and-information</a> . 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 <b>is valid</b> 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.		12. SPECIAL RATE  13. GUARANTEE (8 HOURS)	
<b>15. FIRE CHIEF OR AUTHORIZED AGENT'S SIGNATURE</b>		<b>16. DATE</b>	
<b>17. PRINT NAME AND TITLE</b>		<b>18. DATE</b>	
<b>19. LAND OFFICE REPRESENTATIVE SIGNATURE</b>		<b>20. DATE</b>	
<b>21. a. PRINT NAME AND TITLE</b>		<b>b. Phone Number:</b>	
<b>c. FAX:</b>			

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](http://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.

## Page 1 of 1

## **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- 185, 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.

**Consent Agenda End**

# **Regular Agenda Item 1**

## **a. Employee Manual**

# **Hyalite Rural Fire District Employee Manual**

## **Purpose and Disclaimers**

It is the policy of the Hyalite Rural Fire District to conduct business efficiently, to make proper and productive use of the District's resources, and to have policy that meets federal, state, and local law. The purpose of this Manual is to provide guidance in the management of the District's personnel.

This Manual includes information related to your employment, and it is important that you review it in its entirety. It is your responsibility as an employee of the District to read this Manual and consult with your supervisor or the Fire Chief if you have any questions about any part of it.

This Manual, including the benefits it describes, may be changed from time to time. The Manual does not create a contract between the employee and the District with regard to the provision of any particular benefit. In the event of a change in any ordinance, rule, or law upon which a Manual policy relies, this Manual should be considered as being amended to comply with the change.

If any part of this Manual is found to violate an ordinance, state or federal law, the remainder of the Manual will not be affected. All policies not declared invalid or unenforceable will still apply.

## **Mission Statement**

We, the members of the Hyalite Rural Fire District, are a group of individuals possessing a common set of values and qualities. The first and most important quality we are concerned with is the safety of ourselves and the others around us. In order to ensure this safety, it is imperative that we perform as a team, and work together for each other. This involves placing a great deal of trust in each other. Unfortunately, trust is not an inherent quality among people, but must be learned, earned, and developed over time. We develop this trust by treating each other with respect, dignity, and displaying confidence in ourselves and those around us. We are constantly watching out for one another and observing what goes on around us.

It goes without saying that being aware and educated about the various situations which can occur at the incident scene is of utmost importance to us. Therefore, vigorous training, learning, and continuous improvement are our major activities. We strive for personal and organizational competence and efficiency. We pride ourselves in our willingness to learn and adjust to the task at hand, as well as our ability to teach those less educated the way to do things right.

It should not be surprising then, that we are very demanding of ourselves, our system, and each other. We expect a person to be brave and aggressive, yet know their own

limitations. This requires a great deal of self-motivation and self-discipline. Dedication, honesty, and an accommodating attitude are also important elements of a Hyalite Member. We are committed to providing high quality, high value service to our internal and external customers. We feel that working on and maintaining these qualities as members helps us to be well-balanced and prepared for whatever challenges may come our way.

### **Employment Anti-Discrimination Policies**

The District does not discriminate against any employee or applicant for employment because of race, color, religion, creed, sex, age, marital status, national origin, political ideas, veteran status, or physical or mental disability. This relates to all aspects of employment, and to the use of all facilities and participation in all of the District's sponsored activities. This policy does not preclude discrimination based on bona fide occupational qualifications or other recognized exceptions under the law.

### **Unlawful Harassment**

The District prohibits harassment of its employees and volunteers by anyone, including supervisors, co-workers, and other non-employees, on the basis of sex, race, creed, color, national origin, religion, age, marital status, political ideas, veteran status, or physical or mental disability.

Harassment is a form of misconduct that can be demeaning to another person, and is strictly prohibited. All employees, including supervisors, will be subject to discipline, up to and including termination of employment, for violation of this policy.

Sexual harassment means any unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature when:

- a. Submission to such conduct is made either explicitly or implicitly a condition of an individual's employment;
- b. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual;
- c. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

The following are examples of conduct that may constitute sexual harassment:

1. Sexual advances which are unwelcome (this may include situations which began as a reciprocal attraction but later ceased to be reciprocal);
2. Sexual gestures;
3. Graphic verbal comments of a sexual nature, including such comments about a person's body, or sexually degrading words used to describe an individual;
4. Displaying sexually suggestive objects, pictures, cartoons, or posters;

5. Verbal abuse of a sexual nature, sexually oriented jokes, innuendoes, obscenities, or sexually suggestive letters, notes, or invitations;
6. Reprisals or threats after a negative response to sexual advances;
7. Employment benefits affected in exchange for sexual favors;
8. Physical conduct such as assault, rape, impending or blocking movements, or unwelcomed touching.

An employee should report harassment as soon as possible after the incident or action occurs. Early reporting is encouraged because the District's ability to investigate an act or report diminishes over time. Employees are also encouraged to report harassment before it becomes severe or pervasive. To report an incident of harassment on the basis of race, creed, color, religion, sex, age, national origin, disability, political ideas, veteran status, or marital status, the employee should take the following steps:

1. Inform the individual that his/her behavior is unwelcome, offensive, or inappropriate.
2. Notify the Fire Chief or Operations personnel.
3. Keep notes. Keep a record of dates, times, places, and witnesses, and describe each event. Save all notes, correspondence, or related records in a safe place.

An employee who believes he or she is the victim of unlawful harassment may also file a complaint with the Montana Human Rights Bureau. In order to meet the earliest application deadline for filing with a government agency, the complaint should be filed within 180 days from the date of the harassment. The filing deadline runs from the date of the harassment, not from the date the complaint to the employer is made or resolved.

If an employee is not personally a victim of harassment, but observes actions against other employees which the employee believes to be prohibited harassment, the employee is encouraged to bring them to the attention of the Fire Chief or Operations personnel.

When an employee complains about harassment, the District will immediately conduct a thorough, objective, and complete investigation of the harassment, while protecting the confidentiality of the harassment complaint to the extent possible. The District will make a determination about whether prohibited harassment occurred and will communicate this finding to the parties involved. The District will then take prompt and effective remedial action if harassment has occurred in violation of this policy. The action must be commensurate with the severity of the offense and be made known to the victim.

The District also prohibits retaliation against any employee because he or she made a report of alleged harassment, or against any employee who has testified, assisted, or participated in any manner in an investigation or a report of alleged harassment.

Any supervisor who becomes aware of possible harassment must promptly advise the Fire Chief or Operations personnel. Failure of a supervisor to provide such notice may lead to disciplinary action.

### **Drug Free Workplace**

Employees may not consume, use, distribute, or possess illegal drugs or controlled substances, which are not prescribed for the employee by a licensed physician, on District premises, or during work /training hours, including on-call hours. Employees may also not consume alcohol or be impaired by alcohol while at a fire station, during work, or training activities, including on-call, residency, and sleep-over hours, or while wearing clothing with identifying markings of the District.

**Prohibited Conduct.** The following conditions and activities are expressly prohibited:

1. Respond to a call, training or other Fire District activity while under the influence of alcohol or drugs;
2. Be on Fire District property while under the influence of alcohol or drugs;
3. Respond to a call, training or other Fire District activity within the last (8) eight hours of consuming alcohol or drugs;
4. Unlawfully manufacture, distribute, dispense, possess or use a controlled substance;
5. Refuse to be tested, this includes refusal to cooperate with testing, failure to report to test site within allotted time, failure to remain available for post-accident testing and attempts to alter specimens or otherwise affect testing results, failure to authorize release of test results or other relevant documentation;
6. Use alcohol or drugs within eight (8) hours after an accident that would require post-accident testing or before a post-accident test.
7. Use any prescription or nonprescription medications which may interfere with the safe and effective performance of duties or operation of Fire District equipment or apparatus without taking appropriate precautions and notifying the Fire Chief.

**Consequences of Prohibited Conduct.** Employees, who have engaged in prohibited conduct, may be subject to immediate and appropriate disciplinary action up to and including termination.

**Types of Testing.** The following types of drug and alcohol tests shall be performed with respect to employees and shall be provided by a testing facility approved by the District:

1. Reasonable Suspicion Testing. A reasonable suspicion test may be required under the following conditions and if deemed necessary may be carried out by trained local law enforcement requested by the Chief or his/her designee.
  - a) The Fire District shall require an employee to submit to an alcohol test when the Fire District has reasonable suspicion to believe that the employee has violated the prohibitions of this policy concerning alcohol. The Fire District's determination that reasonable suspicion exists to require the employee to undergo an alcohol test must be



based on specific observations concerning the appearance, behavior, or speech of the employee.

b) The Fire District shall require an employee to submit to a controlled substances test when the Fire District has reasonable suspicion to believe that the employee has violated the prohibitions of this policy concerning controlled substances. The Fire District's determination that reasonable suspicion exists to require the employee to undergo a controlled substances test must be based on specific observations concerning the appearance, behavior, or speech of the member.

The "reasonable suspicion" behavior should be witnessed by at least two (2) members if at all feasible and reported to the Fire Chief or his/her designee immediately. Failure to report an employee that is under the influence shall be grounds for discipline.

Any "reasonable suspicion" incident will be documented as soon after the incident as possible. The Fire District will ensure that the employee involved is immediately removed from the workplace in a confidential and discrete manner.

2. Post-Accident Testing. Post-accident testing will be required in the event of:

- a) a fatality;
- b) significant bodily injury; or
- c) serious motor vehicle accident.

Note: Even in the event of a no-fault accident (as determined by local authorities or internal investigation) the Fire Chief may request, for an employee's own legal protection, to submit to drug and alcohol testing to positively verify that drugs or alcohol were not a factor in the incident.

3. Post-accident testing requires that volunteer be:

- a) tested for alcohol as soon as possible within two (2) hours, but in no case later than eight (8) hours after the incident; and,
- b) drug tested as soon as possible, but in no case later than thirty-two (32) hours after the incident.

The Fire District will ensure that the employee involved in an accident requiring testing will be immediately removed from his/her position. The Chief and/or designee shall be notified immediately if/when an employee is removed from his/her position.

An employee who is seriously injured and cannot provide a specimen for testing may be requested at the Fire District's discretion, to authorize the release of relevant hospital reports and other documentation that would indicate whether there were any controlled substances or alcohol in his/her at the time of the incident.

The Fire District will provide its employees with any necessary information and procedures to enable them to meet these requirements for post-accident testing.

**Cost of Testing.** The Fire District will be responsible for payment of all post-accident and reasonable suspicion tests.

**Prescription Medications.** Employees are required to notify the Fire Chief or his/her designee when they are taking prescription medications with warning labels relevant to the employee's position description (for example, relating to the operation of vehicles, heavy equipment, or machinery) or which may impair their ability to function safely. The Fire District does not request information about the condition for which medication is prescribed, only that the medication has been prescribed. In some cases, it may be necessary to temporarily reassign employees until the course of medication is

completed. If an employee is in doubt about a medication's effect on work performance, he/she should ask the prescribing qualified health care provider or pharmacist for clarification. It is the employee's responsibility to avoid impairment while performing functions with the Fire District from prescription or over-the-counter medication.

**Failure to Cooperate.** Failure to cooperate with any aspect of this policy, including but not limited to falsifying or attempting to falsify test results or specimens, or refusing to cooperate in testing will subject the employee to discipline, up to and including termination. Any employee who refuses to take a drug or alcohol test to comply with this policy will be immediately removed from his/her position and subject to discipline.

### **Eligibility to Work**

Upon employment, employees are required to show documents proving their eligibility to work in the United States.

### **Re-Employment**

Any former regular employee who resigns from the District in good standing is eligible for re-employment. An employee in good standing is defined as one whose performance and attendance were acceptable in the position she or he most recently held within the District and who met the resignation notice requirements. These individuals will proceed through the regular hiring procedure with other applicants.

### **Nepotism**

It is the District's policy to hire the best qualified employees, regardless of marital or family status. The District's recruitment, selection and promotional processes, as they relate to nepotism, will be undertaken in compliance with applicable state and/or federal law.

The District permits employment of qualified relatives of employees as long as it does not violate this policy. For purposes of this policy, "relative" is defined as a spouse, child, parent, sibling, grandparent, grandchild, aunt, uncle, first cousin, corresponding in-law or "step" relations.

The District exercises sound business judgment to determine whether the reasonable demands of the position allow the employment of related employees. Each case will be judged on the basis of its facts. As a general rule, however, the following guidelines will be applied:

1. Individuals who are related are not permitted to work in a situation where their relationship creates a conflict of interest.
2. Related individuals may not have a direct reporting or supervisory relationship, or be in a position to prepare performance evaluations, to affect pay, promotion, or other terms and conditions of employment, or to discipline the other related employee.

3. The District needs to consider the relationship of employees when determining promotions, reassignments, and other internal changes affecting related employees. For this reason, some related employees may not be eligible for transfer or promotion if that action would violate the guidelines stated in Paragraph 2.

### **Absenteeism and Tardiness**

To maintain a productive work environment, the District expects employees to be punctual and reliable in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on the District. When an employee cannot avoid being late to work or is unable to report for work as scheduled, he/she should notify the supervisor as soon as possible in advance of the anticipated tardiness or absence, but no later than thirty (30) minutes before their start time.

Employees are expected and required to be in attendance, prepared to commence work activities, at their designated work location and as scheduled. Employees are also expected to remain at work for the entire work period, excluding meal periods.

Employees who demonstrate patterns of irregular attendance or excessive absenteeism or tardiness will be subject to disciplinary action, up to and including termination. Employees who are absent from work without authorization for two consecutive work days will be considered to have abandoned their job and voluntarily resigned from employment.

### **Employee Conduct**

The proper operation of the District requires that public officials and employees be independent, impartial and responsible, that the District's policies and decisions be made in the proper channel of the District's structure, that public office and employment not be used for personal gain, and that the public have confidence in the integrity of its District.

### **Standards of Conduct**

Employees are responsible for performing duties as specifically assigned either orally or in writing. In performing their jobs, employees are expected to:

1. Exhibit patience and self-restraint.
2. Be mindful of the welfare of others.
3. Be aware of and set aside personal feelings, prejudices, animosities or friendships in carrying out assigned work duties.
4. Act courteously and appropriately in communications with co-workers and the public.
5. Engage in professional and respectful communication.

6. Follow reporting relationship and lines of authority.
7. Immediately report suspected breaches in privacy.
8. Always work in a safe manner and look out for the safety of others.
9. Maintain a positive attitude towards our customers, our fellow members, and ourselves.
10. Support change and improvement.
11. Create and maintain an environment of support.
12. Balance a confidence in our discipline and craft with humility and compassion.

The following list describes examples of represents, but is not limited to, performance and conduct which is unacceptable for District employees. The list is not exhaustive and other conduct or performance may also be unacceptable even if it is not contained in the following list.

1. Violation of any federal, state, or local law while on the job, or which is related to their job responsibilities, if the violation occurs during off-duty hours;
2. Neglect or failure to carry out assigned duties and responsibilities;
3. Theft, willful damage, or unlawful unauthorized use of District property;
4. Sale of illegal drugs on or off the job;
5. Assault, endangerment, stalking, malicious intimidation, or harassment of another person;
6. Falsification of any District record;
7. Unauthorized dissemination of confidential information regarding staff, the District, or a member of the public served by the District;
8. Excessive absenteeism or tardiness;
9. Unauthorized use of District time, equipment, or facilities for private business or personal use;
10. Tobacco use in unauthorized areas;
11. Loaning, duplication, or other use of keys, which breaches the security of the workplace;
12. Failure to maintain a courteous, productive and otherwise acceptable working relationship with fellow workers and with the general public;

- 13. Abuse of any mood-altering substance, including prescription medications, that could impact the effective performance of duties and responsibilities;
- 14. Violation of District policies and procedures;
- 15. Insubordination.

### **Job Descriptions**

Job descriptions and job qualifications are created, approved, and maintained by the District's Boards of Trustees and are reviewed from time to time for accuracy. The job description does not constitute an employment agreement between the District and the employee, and is subject to change as the needs of the District and the requirements of the job change. The list of job duties included in each job description is intended to illustrate the various types of work performed. All positions may be assigned to perform duties that are not listed in the job description.

### **Salary Administration**

The District is subject to the requirements of the Fair Labor Standards Act (FLSA), as amended. Employees are paid at a rate no lower than the minimum hourly wage established by the FLSA as amended, or by State Law, whichever is higher. There are normally 2,080 work hours per year for a full-time employee. Unless you are an "exempt" employee under FLSA, your pay is based on an hourly rate, as earned.

Entry level pay will be agreed upon at hire.

District employees are not guaranteed pay raises. By State statute, the District must have a balanced budget. Therefore, there may be times when the District is unable to provide pay increases to its employees. All raises are subject to adequate funding levels.

### **General Policy**

When a vacancy occurs, the Job Description is reviewed or created. A recruitment plan is created by the Fire Chief. The recruitment plan may allow for an internal competitive process (including volunteer and employee applicants) or it may provide for an external recruitment process.

The Fire Chief will appoint a Selection Committee which will prepare and implement a Selection Plan. The Selection Plan will include criteria for applicant screening and interviews. After the interviews, reference checks and background checks are completed by the Selection Committee. The Selection Committee then recommends to the Boards of Trustees the candidate best meeting the job requirements.

The person recommended for selection may be offered or conditionally offered the position, and all other applicants are notified that they were not selected. The District maintains all paperwork for at least three years. At times, these steps may not be followed. These circumstances may include, but are not necessarily limited to, cases where only one person applies for the position, internships, and vacancies in the position of Fire Chief.

The District reserves the right to recruit on an open until filled basis and to extend deadlines, when necessary, to increase the number of applicants for each position.

### **New Employee Initial Probationary Periods**

New employees must successfully complete an Initial Probationary Period. The Initial Probationary Period is twelve (12) months. During the Initial Probationary Period, employees will receive at least one written evaluation of their performance.

During the Initial Probationary Period, employment may be terminated at the will of either the District or the employee on notice to the other and without good cause or right to an appeal through the District's grievance procedure.

### **Background Check**

Applicants are subject to a background check before hire by the Fire District. The background check will access credit history, criminal activity and driving records. All applicants are entitled to a copy of their background check and may contest the contents by following the applicable state and federal laws and regulations.

All employees may at any time have their driving record checked by the Fire District. If the record indicates violations, the employee may be subject to appropriate warnings or disciplinary action.

Employees must notify the Fire Chief of any change in license status, and all traffic violations within 3 days of status change or violation. An employee who fails to report a traffic violation or change in license status to the Fire Chief may be subject to disciplinary action up to and including termination. The Fire District monitors driving records as a component of risk management.

### **Driver's License and Proof of Insurance**

All employees must have and maintain a valid driver's license and proof of insurance. Copies will be maintained in the employee's personnel file.

### **Physical Examination**

All employees shall complete a post-offer, pre-employment physical examination to determine if the employee is able to perform the essential functions of the position, with or without reasonable accommodation and without direct threat to the health or safety of the employee or other persons. This examination will be funded by the Fire District.

## **Definitions**

Break in Service means a period in excess of five (5) working days when the employee is not employed and where continuous employment is severed. For example, a break in service occurs five days after a person leaves employment with the District. Approved leaves of absence do not constitute a break in service.

Continuous Employment means working for the District without a break in service

Qualifying Period is the amount of time you must work (on a continuous basis without a break in service) to receive sick or vacation leave benefits. The qualifying period to be eligible for paid vacation leave benefits is six (6) calendar months; the qualifying period to be eligible for paid sick leave benefits is ninety (90) calendar days. The Qualifying Period must be repeated following any break in service.

Sick Leave means a leave of absence with pay for an illness or injury suffered by an employee or to care for an immediate family member who is ill. Sick leave may also be used for medical treatments, and for the death or funeral of an immediate family member.

Vacation Leave means a leave of absence with pay for rest relaxation or personal business, at the request of an employee, and the concurrence of the District.

## **Types of Leave Earned**

The types and amounts of vacation and sick leave you earn will depend upon your employment status:

Regular full-time employees are employees who have been hired on a full-time (40 hours per week) basis to a job designated as regular. These employees accrue vacation and sick leave from their beginning date of employment. Regular full-time employees are entitled to use sick and vacation leave benefits providing they have worked the qualifying periods.

Regular part-time employees are employees who have been hired on less than full-time basis (less than 40 hours per week) to a job designated as regular. This category includes employees who work on an intermittent basis in a job designated as regular. Regular part-time employees are entitled to use sick and vacation leave benefits providing they have worked the qualifying periods.

These employees accrue prorated vacation and sick leave based upon the number of hours worked, from their beginning date of employment.

Temporary Employees are employees who: a) are assigned to position designated as temporary, generally created for a definite period not to exceed twelve (12) months; b) perform temporary or permanent duties on a temporary basis; c) are not eligible for

permanent status; d) are terminated at the end of the employment period; and, e) are not eligible to become permanent employees without a competitive selection process.

These employees may work full or part-time. They are not eligible for sick or vacation leave.

Short-term Employees are employees who: a) are hired by the District at an hourly wage; b) may not work for the District for longer than 90 days in a continuous 12 month period; and, c) are not eligible for regular status. Short term employees do not earn sick or vacation benefits.

Volunteer Fire Fighters are individuals who have completed the Volunteer Trial Period and the volunteer selection process and volunteer as fire fighters and other roles for the District. Volunteers are not employees of the District and do not receive a salary, wage, or vacation or sick leave benefits. They may be compensated for expenses and emergency calls consistent with the FLSA. This is handled in a separate District policy.

### **Amount of Leave Earned**

Vacation - As an employee gains time with the District, he or she earns additional leave. The table below shows how much vacation leave employees earn over a variety of years, up to the maximum accrual:

<u>Years of Service</u>	<u>Full Time (40 hours per week) Employee Earns:</u>	<u>Part Time (less than 40 hours per week) Employee Earns:</u>
0-9	120 hours (15 days) per year	.058/hour worked
10 – 14	144 hours (18 days) per year	.069/hour worked
15 – 19	168 hours (21 days) per year	.081/hour worked
20 and on	192 hours (24 days) per year	.092/hour worked

You can earn at an accelerated rate if you have prior Montana government service, such as prior employment with Montana state or local government service, or Military time which interrupts your Montana Government service.

Employees are responsible for providing the documentation of prior government service. Accelerated leave accruals will begin at the beginning of the next pay period after the District receives documentation of prior eligible service.

Vacation is credited at the end of each pay period. You may not use vacation leave until it is credited: no advance vacation is allowed.

Sick Leave – Eligible employees begin earning paid sick leave from the beginning date of employment. A regular, full-time employee earns 12 working days (96 hours) of sick leave per year. Eligible part-time employees receive sick leave credits at the rate of .046 per hour worked.



Sick leave is credited at the end of each pay period.

### **Maximum Leave Accruals**

Vacation Leave - Employees may earn up to twice the number of vacation hours that can be earned in one year depending on their length of service. Thereafter, the employee will not continue to earn vacation leave until the leave balance has been reduced.

Sick Leave - There is no restriction on the number of sick leave hours the employee may accumulate.

### **Compensatory Leave**

The employee is entitled to overtime pay if the employee works more than forty (40) hours in a week. The employee and the District may have an individual agreement to utilize compensatory leave in place of overtime pay when it is deemed beneficial for both. This agreement must be in place before the work begins that will yield compensatory leave in place of overtime pay. In no circumstance may the District force an employee to accept compensatory leave in place of overtime pay.

Overtime pay and compensatory leave is earned at the rate of one and one-half (1 1/2) times the actual number of hours worked in excess of 40 during the work week.

Maximum Accruals - Non-Exempt Employees - Unless otherwise provided in the Employment Agreement, employees will not be allowed to accrue a balance of more than 120 hours of compensatory leave. Exceptions to this rule may only be granted by the Board of Trustees.

Non-covered and Exempt (as defined by the Fair Labor Standards Act) personnel receive compensatory time on an hour for hour basis. The employee must have their Supervisor's approval before working these extra hours. Non-covered and Exempt employees will not be allowed to accrue a balance of more than 160 hours of compensatory leave. Accrued compensatory leave shall not be paid out to any non-covered or exempt employee at time of termination. Refer to your Employment Agreement for additional information.

### **Leave Usage and Overtime Calculations**

Vacation Leave - Vacation leave for non-exempt employees cannot be taken in increments of less than one (1) hour. Vacation leave for exempt employees cannot be taken in increments of less than one (1) day. Absence from employment because of illness is not chargeable against vacation unless the employee requests it. Time spent on vacation does not count as hours worked for overtime purposes.

Sick Leave - In addition to using sick leave for an illness or injury, as described earlier, up to five (5) days sick leave may be taken when an employee's immediate family member dies. Extensions to this five-day rule may be granted by the Supervisor. Sick leave cannot be taken by nonexempt employees in increments of less than one (1) hour and by exempt employees in increments of less than one (1) day. Time spent on sick leave does not count as hours worked for overtime purposes.

Compensatory Leave - Compensatory leave cannot be taken in increments of less than one (1) hour. Time spent on compensatory leave status does not count for computing hours worked for overtime purposes.

#### Requesting Leave

Vacation Leave - The employee must get their supervisor's approval before taking vacation leave. The employee should give their supervisor as much lead time as possible so their work load can be covered in their absence.

Sick Leave - Unless physically unable to do so, the employee must contact their supervisor within a reasonable time when you cannot attend work due to an unplanned illness.

Compensatory Leave - Employees who wish to use compensatory leave must do so without unduly disrupting District operations. Use of compensatory leave requires the employee's supervisor's prior approval.

#### Leave Payouts

Vacation Leave - If the employee terminates employment, the employee will be paid for 100% of the employee's unused vacation leave. To be eligible, the employee must have worked the qualifying period. This payout will be based on your hourly rate at the time of termination.

Sick Leave - If the employee terminates employment with the District, the employee will be paid for 25% of the employee's unused sick leave. To be eligible, the employee must have worked the qualifying period. This payout will be based on the employee's hourly rate at the time of termination.

Compensatory Leave - If the employee terminates employment with the District, the employee will be paid 100% of the employee's unused compensatory time. This payout will be based on the employee's hourly rate at the time of termination or an average of the employee's hourly rate over the last three years, whichever is higher.

#### Holidays

The District has established eleven (11) legal holidays for its employees. The designated holidays are as follows:

New Years Day  
Martin Luther Kings Birthday  
Presidents Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day  
General Election Day (alternate years)

Holidays falling within a period of sick or vacation leave are counted as holidays in computing vacation or sick leave. If a holiday falls on a Saturday, it is observed the preceding Friday. If a holiday falls on a Sunday, it is observed the following Monday. An eligible full-time employee who is scheduled for a day off on a day that is observed as a legal holiday will receive a day off with pay on the day preceding the holiday or on another day following the holiday within the same month. Eligible part-time employees will receive prorated holiday benefits, based upon the average number of hours worked per day, including holidays, during the pay period in which the holiday occurred.

Holiday pay is not considered as time worked for computing overtime.

An employee who is required to work during a holiday will receive their regular pay for those hours in addition to regular straight pay for the holiday.

### **Paid Military Leave**

An employee who is a member of the Montana National Guard or a member of the reserve corps or military forces of the United States and has been an employee of the District for at least six (6) calendar months, will accrue paid military leave at a rate of up to fifteen (15) working days in a calendar year and which may be used for performing military service. Military leave may not be charged against an employee's vacation leave time. Unused military leave may be carried over to the next calendar year but may not exceed a total of thirty days in any calendar year.

If an employee is called to active military duty or to Reserve or National Guard training, or if an employee volunteers for the same, copies of military orders must be submitted to the Fire Chief as soon as possible. A military leave of absence will be granted in accordance with applicable federal and state laws. Eligibility for reinstatement after military duty or training is completed is determined in accordance with applicable federal and state laws.

For exempt employees, no deduction in pay may be made for temporary military leaves of up to three months, but the amount received by the exempt employee as military pay shall be offset against the amount of any pay due from the District. All other military leave for an exempt employee and all military leave for non-exempt employees are

without pay unless the employee is eligible for and has accrued paid military leave or chooses to use accumulated vacation leave time.

### **Maternity Leave**

The District grants a maternity leave of absence to female employees for a reasonable length of time, depending upon the needs of the District and the employee. Agreements must be made with the Fire Chief.

Employees may use accrued vacation and sick leave in order to receive compensation during the maternity leave. Additional time off is unpaid leave.

Prior to her departure, the employee must signify her intent to return to work at the end of her leave. If she has so indicated, the employee will be reinstated to her original position or to an equivalent position with equivalent pay and benefits, unless the District's circumstances have so changed as to make it impossible or unreasonable to do so.

If an employee is in an unpaid leave status during the maternity leave, the employee will accrue no benefits.

### **Administrative Leave**

Leave without pay of up to thirty days may be granted by the District in situations where, in the District's sole discretion, it is deemed in the best interest of the District and employee to grant such leave.

### **Jury Duty or Trial Witness**

If an employee is selected for jury duty, or is subpoenaed to serve as a witness, the employee has the option of receiving their normal pay or of charging their time off to vacation leave. If the employee elects to receive normal pay, the employee will not receive payment for hours served outside their regular work schedule and will be required to return any jury or witness fees they may receive to the District. This does not include any expense or mileage costs paid by the court. Employees must return to their next regularly scheduled work day or shift upon release from jury or witness duty.

### **Family and Medical Leave Act Leave**

Employees who qualify for leave under the Family and Medical Leave Act of 1993 (FMLA) may take a leave of absence of up to 12 weeks during the applicable 12-month period, or in some cases up to 26 weeks, during the applicable 12-month period. Except as set forth below, the 12-month period is measured forward from the date the employee's first FMLA leave begins.

**To Qualify:**

- a) The employee must have worked for the District at least 12 months or 52 weeks; and
- b) The employee must have worked at least 1250 hours during the 12-month period immediately preceding the date the leave would begin.

The 12-month period does not have to be consecutive months if the employee's break in service was less than seven years. If the employee's break in service was longer than seven years but was occasioned by military service, the employee may still qualify for FMLA leave.

In determining whether an employee has worked at least 1250 hours during a 12-month period, an employee returning from fulfilling his or her National Guard or Reserve military obligation will be credited with the hours of service that would have been performed but for the period of military service.

**Type of Leave:**

- a) Leave for the birth of a child and in order to care for that child;
- b) Leave for placement of a child with the employee for adoption or foster care;
- c) Leave to care for a spouse, minor child or parent with a serious health condition;
- d) Leave due to a serious health condition of the employee that makes the employee unable to perform the functions of the employee's job;
- e) Leave taken for a qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation; and
- f) To care for a covered servicemember with a serious injury or illness if the employee is the spouse, son, daughter, or next of kin of the servicemember.

Leaves taken for category (c), (d), (e), or (f) (if the serious injury or illness of the covered servicemember requires treatment by a health care provider periodically, rather than for one continuous period of time) may be taken intermittently or on a reduced leave schedule when medically necessary, but may not exceed the maximum leave available during the applicable 12 month period. Employees seeking leave for a serious health condition or because of the serious health condition of a family member should try to reach agreement with the District before taking intermittent leave or working a reduced hour schedule, so that the agency's operations will not be unduly disrupted. If an employee requests intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, or for leave granted under categories (a) or (b), the District may require the employee to temporarily transfer to an available alternative position offered by the District for which the employee is qualified, and that has equivalent pay and benefits, and better accommodates recurring periods of leave than the regular employment position of the employee.

Leaves granted for (a) and (b) must be taken within one year of the birth or placement of the child and may be taken intermittently, or on a reduced leave schedule, if the District agree, unless the leave is necessitated by a serious health condition related to the birth of a child or the child has a serious health condition.

If an employee qualifies for leave under (f), he or she is entitled to 26 workweeks of leave to care for a covered servicemember with a serious injury or illness during a single twelve-month period. The "single twelve-month period" begins on the first day the eligible employee takes FMLA leave to care for a covered servicemember and ends twelve months after that date, regardless of how the twelve-month period is calculated elsewhere in this policy. If the employee does not utilize all 26 weeks of leave during the single twelve-month period, the remaining time is forfeited.

Employees taking leave under categories (c), (d), (e), or (f) must provide the District with a copy of a certification issued by the health care provider of the eligible employee or of the son, daughter, spouse, or parent of the employee, as appropriate, within 15 days of a request from the District.

In the case of foreseeable leave, failure to provide certification within fifteen days may result in a denial of FMLA leave until the certification is provided. In the case of unforeseeable leave, failure to provide the certification within fifteen days, absent extenuating circumstances, may result in denial of FMLA leave until the certification is provided.

The District has the right to ask for a second opinion if it has reason to doubt the validity of a medical certification. The District will pay for the employee to get a certification from a second doctor, which the District will select. If necessary to resolve a conflict between the original certification and the second opinion, the District may require the opinion of a third doctor. The District and the employee will jointly select the third doctor, and the District will pay for the opinion. This third opinion will be considered final.

#### **Requesting Leave:**

Except where leave is not foreseeable, all employees requesting FMLA leave must submit the request in writing to their supervisor.

When an employee plans to take FMLA leave, the employee must give the District 30 days' notice. If it is not possible to give 30 days' notice, the employee must give as much notice as is practical. An employee undergoing planned medical treatment is required to make a reasonable effort to schedule the treatment to minimize disruptions to the District's operations. When the need for FMLA leave is not foreseeable, an employee must provide the District notice as soon as practicable, or within three business days, whichever is sooner.

If an employee fails to provide notice as required by this policy, absent unusual circumstances, the leave request may be delayed or denied.

**Health Care Benefits on FMLA Leave:** While an employee is on FMLA leave, the District will continue to make the employer's contribution to the group health plan at the same level and under the same conditions as if the employee continued to work.

If the employee fails to return to work at the end of an FMLA leave, the District will require the employee to reimburse the District the amount it paid for the employee's group health coverage during the leave, unless the employee's failure to return to work is due to the continuation, recurrence, or onset of a serious health condition, or other circumstances beyond the control of the employee.

If the employee was paying for all or part of the health insurance premium prior to taking FMLA leave, the employee is obligated to continue to make such payments, either in person or by mail. Failure to make timely payments may jeopardize continued coverage

**Pay During FMLA Leave:** Employees taking leave under the FMLA are required to utilize any vacation and sick leave time concurrently with and not in addition to FMLA leave. When allowable paid time has been used, the remainder of an FMLA leave will be without pay. Employees may not use paid time in addition to FMLA leave to extend the total leave beyond that allowed by the FMLA.

**Return to Work:** Except as otherwise allowed under the FMLA, employees taking leave under the FMLA will be returned to the same position the employee held when his or her leave commenced, or to an equivalent position with equivalent pay, benefits, and other terms and conditions of employment. The position will be the same or one which entails substantially equivalent skill, effort, responsibility, and authority. Before returning to work, an employee may be required to provide a "fitness for duty" certification

### **Discipline and Corrective Action**

It is the policy of the District that employees who fail to perform job duties in a satisfactory manner, whose conduct disrupts the District's operations, who fail to meet the expectations or the goals of a plan of improvement, or who violate the District's procedures, policies, rules, code of ethics, or performance standards are subject to disciplinary action, up to and including termination.

Discipline shall be commensurate with the seriousness of the offense. For example, the District, at their discretion, may use corrective counseling or an oral warning before more severe disciplinary action is taken for routine performance deficiencies and lesser offenses. More severe disciplinary action, up to and including termination, will be taken for more serious offenses and repeated lesser offenses.

For purposes of this policy, "job-related reasons" means grounds for taking disciplinary action based on failure to satisfactorily perform job duties; disruption of the District's operations, failure to meet the expectations or the goals of a plan of improvement; violation of the District's procedures, policies, rules, standards of conduct, or performance standards; or other legitimate business reasons.

**Disciplinary Actions.** Each of the following disciplinary actions is independent of the other and will not necessarily be applied in the order listed. For example, depending on the severity of the offense, an employee may be terminated or suspended without having been warned or counseled, or may be terminated without having been placed on probation or suspended.

**Corrective Counseling.** Corrective counseling may be provided for job-related reasons. Corrective counseling should consist of a straightforward discussion with the employee about matters deemed to be a problem with work performance or behavior. Corrective counseling will be documented, and a copy of the documentation must be provided to the employee and placed in the employee's personnel file.

**Verbal Warning.** A verbal warning may be given to an employee for job-related reasons. The nature of the problem will be explained to and discussed with the employee. The verbal warning must be documented, and a copy of the documentation must be provided to the employee and placed in the employee's personnel file.

**Written Warning.** A written warning may be given to an employee for job-related reasons. The warning must be in writing and must contain a description of the specific conduct for which the employee is being warned, how the problem is to be corrected, and the consequences if the problem is not corrected. The employee must acknowledge receipt of a written warning with his/her signature and must be given a copy of the warning. Written warnings will be placed in the employee's personnel file.

**Disciplinary Probation.** (Not to be confused with the probationary period for newly employed staff.) A disciplinary probation may be given to an employee for job-related reasons. The terms of a disciplinary probation must be in writing and must contain the specifics of the conduct for which the employee is being placed on probation, a plan of improvement the employee must follow to get off probation, the length of time of the probation, and the consequences for failure to meet the terms of the probation. The employee must acknowledge receipt of a disciplinary probation by his/her signature and must be given a copy of the disciplinary probation. Disciplinary probations will be placed in the employee's personnel file.

**Suspension.** An employee may be suspended for job-related reasons. A suspension may be with or without pay and may result in dismissal or reinstatement with or without back pay. Exempt employees, however, may be suspended without pay only for a period of one or more weeks. The purpose of a suspension may be to provide an opportunity to conduct an investigation.



A suspension must be in writing and contain a description of the specific conduct or reasons for which the employee is being suspended. A copy of the document placing the employee on suspension must be given to the employee. The employee must acknowledge receipt of the document with his/her signature. The document will be placed in the employee's personnel file.

**Disciplinary Demotion.** An employee may be given a disciplinary demotion for job-related reasons. The terms of a disciplinary demotion must be in writing and must contain a description of the specific conduct or reasons for which the employee is being demoted. The employee must acknowledge the receipt of a disciplinary demotion by his or her signature and must be given a copy of the disciplinary demotion. Disciplinary demotions will be placed in the employee's personnel file.

**Termination.** An employee may be terminated for job-related reasons. Notice of a termination must be in writing. A copy of the notice must be given to the employee and will be placed in the employee's personnel file.

### **Records Maintenance**

Notices of disciplinary actions are permanently maintained in the employee's personnel file. Should the employee apply for another position within the District, or become subject to further disciplinary action, etc., prior disciplinary actions may be considered.

### **Grievance Procedure**

Grievances shall consist of matters of disagreement arising out of the employer-employee relationship where there is not an applicable policy, where there is believed to be a deviation from established policy, or where the policy is considered to be inappropriate. All disciplinary action may be subject to grievance, with the exception of corrective counseling and verbal warnings. Decisions to terminate a probationary employee, not to extend the term of a temporary employee, or not to renew a term employment contract are not grievable matters, and are not subject to the grievance procedure. A copy of this grievance procedure will be mailed to a terminated employee within three days of the employee's departure.

An employee who believes that he or she has a grievance must first discuss the grievance with his/her supervisor. A grievance must be discussed with the employee's supervisor within five working days after the occurrence of the subject matter of the grievance, or it is deemed to have been waived by the aggrieved party.

If the employee wishes to pursue the grievance after the initial discussion with his/her supervisor, the employee must submit the grievance in writing to the Fire Chief within 5 working days after the initial discussion. The employee shall explain the nature of the problem, the specific reason for the employee's dissatisfaction, and the employee's desired solution. In addition, the employee must submit a list of the names of others who have knowledge about the grievance and copies of any relevant documents. The

Fire Chief shall make a determination in writing within 20 working days after receiving the written grievance. The Fire Chief's decision is the final step of the grievance procedure, except as set forth below.

If the Fire Chief is the grieving employee's supervisor and the employee wishes to pursue a grievance after the initial discussion of the grievance, the employee must submit the grievance in writing to the Chair of the Board of Trustees at the following addresses: 4541 S. 3<sup>rd</sup> Ave. Bozeman, MT 59715, within ten working days of the initial discussion with the Fire Chief. The employee shall explain the nature of the problem, the specific reasons for the employee's dissatisfaction, and the employee's desired solution. In addition, the employee must submit a list of the names of others who have knowledge about the grievance and copies of any relevant documents. The Board of Trustees will consider the information submitted by the employee and allow the employee up to ten minutes to present his or her position to the Board. The Board may ask the parties questions and may request that additional information be submitted before a decision is made. The Board will discuss the matter and provide a response in writing within twenty (20) work days after it receives the written grievance. The Board's decision is the final step of the grievance process.

### **Employee Injury Report**

In case of an accident involving personal injury to an employee, regardless of how serious, management staff and the Fire Chief should be notified immediately. Failure to report accidents can result in a violation of conditions of insurance coverage and State laws, leading to difficulties in processing insurance and benefit claims. Injured employees must fill out a Worker's Compensation Report form and submit it as soon as possible to the Fire Chief. All injuries must be reported in a timely manner to avoid risk of claim denial.

### **Social Media and Social Networking Policy**

The Fire District acknowledges that use of technology by emergency service organizations provides several useful benefits including training and the acquisition of useful information for the betterment of the organization and its employees. It also allows for the dissemination of information to the public for recruitment, safety education and public relations purposes. As such, the Fire District embraces the usage of instant technology to those ends.

This policy establishes the Fire District's social media and instant technology use procedures and protocols which are intended to mitigate associated risks from the use of this technology where possible. This policy applies to all employees of the Fire District.

For the purposes of this policy, the term instant technology is defined as resources including, but not limited to, instant messaging, texting, paging and social networking sites such as Facebook, Myspace, LinkedIn, Twitter, YouTube and any other information sharing services, websites and/or blogs.

All District social media pages shall be approved by the Fire Chief or his/her designees. All social media content shall adhere to all applicable laws, regulations and policies including the records management and retention requirements set by law and regulation.

The Internet and other information sharing devices are global entities with no control of users or content. Therefore, available resources may contain material of a controversial nature. The Fire District is not responsible for information found on these sources. The Fire District understands the value of such technology, but also understands the concerns and issues raised when information is released that violates privacy concerns or portrays this organization to the public in an illegal or negative manner (intentional or unintentional.) Therefore, no information, videos or pictures gathered while on Fire District business (this includes emergency calls, meetings, details, trainings or anything obtained on Fire Department property or at department functions) may be shared or posted in any format without the approval and written consent of the management staff.

Under this restriction, employees are prohibited from disseminating or transmitting in any fashion photographs, statements and/or identifiable images of individuals receiving emergency medical assistance. Any such transmission violate Montana State Laws and the HIPAA privacy rights of such individuals and may result in a criminal and/or civil proceeding being commenced against employees violating this provision of the policy. This policy is not intended to limit your right to freedom of speech or expression; but as we are a public entity, it has been put in place to protect the rights of the Fire District, its members and the public we are sworn to protect

The Fire District owns the right to all data and files in any District computer, network, cell phone or other information system. The Fire District also reserve the right to monitor electronic mail messages (including personal/private/instant messaging systems) and their content, as well as any and all use of the Internet and of computer equipment used to create, view, or access e-mail and Internet content. Employees must be aware that the electronic messages sent and received using Fire District equipment are not private and are subject to viewing, downloading, inspection, release, and archiving by the District at all times. The Fire District has the right to inspect any and all files stored in private areas of the network or on individual computers or storage media in order to assure compliance with policy and state and federal laws.

## EMPLOYEE MANUAL ACKNOWLEDGMENT

I certify that I have received a copy of the Employee Manual for the Rae Fire Service Area and the Sourdough Rural Fire District. I understand that it is my responsibility to read and ask questions if necessary regarding this manual and its policies. I understand that this document does not constitute a written contract for employment and that no one other than the Boards of Trustees through the Fire Chief has the authority to enter into such a contract.

Employee Name: \_\_\_\_\_

Employee Signature: \_\_\_\_\_

Date Signed: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

# **Regular Agenda Item 1**

## **b. Procurement Policy**



# Hyalite Rural Fire District

## Procurement Policy

DRAFT JUNE 23, 2020

### DOCUMENT INFORMATION

Document Type:	Board Policy
Document Number:	2020-001

### VERSION CONTROL

Version	Approved By	Approved Date	Summary of Changes
1.0	Policy Subcommittee		<ul style="list-style-type: none"><li>Create first draft</li></ul>
2.0	Policy Subcommittee		<ul style="list-style-type: none"><li>Create second draft</li></ul>

### PURPOSE, BACKGROUND, & DISCUSSION

The fundamental purpose of policy is to assure that when purchasing goods and services district residents are getting the “biggest bang for their buck” and that preferential (i.e., non-competitive) treatment is not extended to any provider.

The HRFD is under no legal obligation to use a formal bidding process when procuring goods and services. However, the Trustees believe public trust, transparency, and accountability are enhanced by adhering to a practice of securing competitive bids for most all goods and services the department purchases, whenever practical. Below we provide examples of conditions unique to the fire services that caution against a “one size fits all” approach creating a procurement policy.

This policy explains the situations in which a formal bidding process must be used (and the procedure to be followed) and why, in some cases, a less formal process is acceptable and serves the public interest. It also describes situations in which purchasing may be exempt from this policy and how, in those cases, the public interest is served.

The District’s annual operating budget supports the normal operations of the department including the purchase of equipment. All budget items are reviewed and monitored when district financial statements are presented during regular board meetings.

Trustees believe it is important not to “micromanage” the annual operating budget while at the same time recognize our fundamental financial oversight duties do not end with the creation and approval of annual budgets. Ultimately it is our responsibility to assure resident’s tax dollars are spent as efficiently and effectively as possible.

However, there may be instances in which our residents are disadvantaged by this policy, specifically when there is an immediate need to purchase goods and services in the midst of a public safety emergency such as a wildfire. In such cases, the board recognizes department operations would be comprised, and hence taxpayers ill served, if our procurement policy constrained the chief from purchasing needed goods and service without either (a) permission from the board or (b) engaging in a competitive procurement process.

There are trade-offs inherent when crafting any policy. Restricting the chief’s ability to act in emergency situation, to advance the interest of district residents, would be a case of letting “the perfect be the enemy of the good.” Fundamentally, this policy seeks to balance proper financial oversight with operational flexibility, recognizing both attributes serve the public interest.

## POLICY

### I. Sole Source Procurement

Due to the nature of the of the fire services industry, frequently the department finds a limited pool or single source of suppliers for particular goods and services. The chief may engage in sole source procurement at his discretion if:

- There is only one source for the goods or service items.
- Only one source offers acceptable or suitable goods or service items.
- The good or service item sought must be compatible with current equipment (e.g., radios), other goods and services, or standard practices (e.g., training and/or operations) of the department.
- Events demand the immediate purchase of goods and services to maintain service and operational continuity.

The chief will report on such incidents at the next regular board meeting.

## II. Competitive bids WITHOUT using a Request for Proposals (RFP)

When purchasing goods and services between \$10,000 and \$80,000 the chief will seek competitive bids and may do so without using an RFP process, as described in Section III.

Further, there are circumstances, for example the recent purchase of new SCBAs (air packs), which exceed the \$80,000 threshold but do not require an RFP process. This is because, as explained above, the department often finds a limited pool or single source of suppliers for particular goods and services. In this example, competitive bids were obtained from the only two manufactures of the equipment and the interests of district resident were protected.

The chief will report on such incidents at the next regular board meeting.

## III. Competitive bids using a Request for Proposals (RFP)

A formal RFP process is most appropriate when seeking to replace capital items e.g., trucks, to engage in new construction and when undertaking significant maintenance of existing capital infrastructure, e.g., replacing a roof. In short, these are “big ticket” items, and circumstances in which any reasonable person would seek bids from qualified respondents.

In these situations, the Board will seek to deliver the best value for residents through a standard RFP process. RFP may be designed by department staff or their contractors (e.g., an owner’s representative) consistent with MCA 18-4-303 and will be publicly advertised (noticed) consistent with MCA 7-1-2121. Bids will be opened at a properly noticed meeting of the board.

## IV. Selecting the Most Responsive Bid

Every reasonable effort will be made to acquire the best value and quality through competition. In some cases, the best value may not be the lowest purchase price. The Board will select the bid, that in their judgement, represents the best value to district taxpayers. This includes, but is not limited to, quality, reputation, serviceability, maintenance, cost of operation, warranty, suitability for particular purpose, integration with existing equipment and operations, and other considerations.



# **Regular Agenda Item 3**

## **Fire Chief's Report**

# **Hyalite Rural Fire District**

## **Fire Chief's Report**

**July 2020**

Prepared by: Fire Chief Jason Revisky

1. The Hyalite Fire Department has responded to 258 calls in 2020 (as of 7/01/2020).
2. Our current roster is at 46 members (effective 7/01/2020).
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. Wildland BBQ report - \$783.96 received in donations.
8. Signage Update.
9. We have experienced no firefighter injuries or significant mechanical breakdowns in the last month.
10. Apparatus update.