



Hyalite Rural Fire District

Board Meeting Synopsis Approval Form

The written synopsis of the June 15, 2021 Hyalite Rural Fire District (HRFD)
Board of Trustees Regular Board Meeting was approved by motion of the HRFD Board of
Trustees on July 20, 2021.

Chair Signature

Eugene M. Geddes, III

Printed Name

Secretary Signature

Ken Beideman

Printed Name

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

DATE: JUNE 15, 2021

TIME: 7:00 p.m.

LOCATION: Cottonwood Fire Station, 10200 Cottonwood Rd., Bozeman, Montana

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

TRUSTEES IN ATTENDANCE:

Pete Geddes
Justin Miller
Ken Beideman
Walt Zidack

STAFF IN ATTENDANCE:

Brian Nickolay, Fire Chief
Sheryl Wyman, Administrative Assistant

PUBLIC IN ATTENDANCE:

None

0:00:04	<p>CALL TO ORDER OF HYALITE RURAL FIRE DISTRICT</p> <p>Chair Geddes called the meeting to order and determine there was no public comment on non-agenda items.</p> <p>HYALITE CONSENT AGENDA</p> <p>Chair Geddes asks if there are any requests to pull anything from the Consent Agendas. None given.</p> <p>Motion: Chair Geddes asks for a motion to approve the consent agenda. Trustee Miller moves to approve the consent agenda as presented.</p> <p>Trustee Zidack seconded the motion. Trustee Zidack also points out the changes that were made to the Dashboard. Changes were made to the bond chart. The second item changed was the panel displaying budgetary items which includes capital expenditures as well as the operating expenditures. The county is also updating software and making changes between the Treasurers Office and Finance Office. Chair Geddes approves of the changes.</p>
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	<p>Vote: Zidack-Yes, Beideman-Yes; Miller-Yes; Geddes-Yes. Unanimous approval.</p> <p><i>[See May 18, 2021 Board Packet for Consent Agenda items Approved]</i></p>
	<p>REGULAR AGENDA</p>
0:03:20	<p>Agenda Item 1 – Discussion and Decision – Wage Determinations-Assistant Fire Chief, Training Captain, Maintenance Captain, Administrative Assistant</p> <p>Trustee informs the board of the meeting conducted with the Administrative Assistant and Fire Chief to go over the staffs’ wages. Referring to the attached spreadsheets Trustee Zidack shows the FY2021 salaries. Schedule 2 shows the increase to the fire chief’s wage. Schedule 3 shows the increase of 17% across the board to all positions. A 24% overhead was applied to all positions. The Administrative Assistant is over stated based on the position being a part-time position. The bottom-line increase would amount to an increase to the budget of \$128,000. The comparison of wages to other departments wages falls into the median range.</p> <p>Chair Geddes points out that the 17% increase may seem massive, but this is catching up for four years of not adjusting salaries. Trustee Zidack points out that we are playing catch-up.</p> <p>Trustee Miller asks the Chief if he feels the salary of \$79,560 for Maintenance Captain and Training Captain will be good for filling those positions. Chief Nickolay feels this would be a good comparable salary to what other similar positions in that field make. Given the growth in Bozeman and cost of living we need to make sure we are watching out for our employees. New employees may have to move in and establish themselves in Bozeman.</p> <p>Trustee Zidack points out this won’t be the type of increase we will be seeing on an annual basis, this in in part catchup and making it more attractive to retain people.</p> <p>Chair Geddes confirms, so that we aren’t in this situation again, the annual review of wages will be held at the June meeting.</p> <p>Chair Geddes asks for more board discussion. Trustee Miller points out the Chief after a successful year will receive an increase.</p> <p>Motion: Trustee Zidack moves the board approve the pay matrix presented in Table 3. For the record this will result in a \$128,000 increase to our personnel budget.</p> <p>Vote: Zidack-Aye, Beideman-Aye; Miller-Yes; Geddes-Yes. Unanimous approval.</p> <p><i>[See Attachment A for Salary Charts and Wage Comparisons]</i></p>

0:11:26	<p>Agenda Item 2 - Discussion and Decision – Distribution of Capital Reserves into Capital Reserve (Equipment); Capital Reserve (Building); and Capital Reserve (Improvement)</p> <p>Trustee Zidack states we are trying to maintain our capital reserves at a level to provide resources to adequately fund our replacement plan. The proposal is to place \$400,000 into the three capital reserve accounts, splitting the \$400,000 with the majority going into the Apparatus Replacement account. Trustee Zidack feels we will be able to put more money into capital reserve funds after we receive more information from the County at the end of the fiscal year.</p> <p>Trustee Zidack states the current balance is \$344,000 in the apparatus replacement; \$200,000 for capital improvements and \$72,000 for building repair and improvements. He suggests we put \$300,000 into apparatus replacement. He asks the Chief to weigh in on the allocation between capital improvement and building repair and improvements. Chief Nickolay feels a 50/50 split for the remaining money between the two accounts would be sufficient.</p> <p>Motion: Trustee Zidack makes a motion to place \$300,000 of monies into the Capital Reserve account for apparatus replacement and \$50,000 each into capital improvement and building repair.</p> <p>Trustee Miller seconded the motion.</p> <p>Vote: Zidack-Aye; Beideman-Yes; Miller-Yes; Geddes-Yes. Unanimous approval.</p>
0:16:16	<p>Agenda Item 3 – Disposal of Capital Assets</p> <p>Chief Nickolay wanted to bring to the board capital assets that are no longer being used, and needs to be disposed. Some items are so old they can't be sold. Other items may be donated to a needy department. The utility Suburban which was donated is no longer functional, does not start, needs brakes, etc. The vehicle may be sold for salvage price. Trustee Miller asks if we could receive a salvage amount.</p> <p>Chair Geddes asks board members if they feel the disposal of the capital asset be a board decision. Trustee Beideman states this is part of normal operation. The consensus is this does not need to be a board decision. The Chief can add details of capital asset disposal into his Fire Chief's report.</p>
0:22:58	<p>Agenda Item 4 – Discussion and Decision – Training Captain Job Description</p> <p>Chief Nickolay states we need approval on the job description for the Training Captain. He describes the duties and roles of the Training Captain. Trustee Zidack states it looks good.</p> <p>Motion: Trustee Miller makes a motion to accept the proposed job description for the Training Captain.</p>

	<p>Trustee Zidack seconded the motion.</p> <p>Vote: Zidack-Yes; Beideman-Yes; Miller-Yes; Geddes-Yes. Unanimous approval.</p> <p><i>[See Attachment B for Training Captain Job Description]</i></p>
0:24:55	<p>Agenda Item 5 – Discussion and Decision – Renewal of State Contract for Brian Nickolay</p> <p>Chief Nickolay describes the contract with DNRC. This is the same contract that was approved last year and needs to be renewed. Reimbursement is for his salary and use of the command vehicle. Nothing has changed from last year. The salary reimbursement includes an overtime provision for anything over 40 hours a week.</p> <p>Trustee Zidack asks about the calculation for his salary and is off of his current base salary.</p> <p>Chair Geddes asks for board discussion.</p> <p>Trustee Zidack voices concerns about meeting the needs of the department should an event happen, that would call for the Chief's services. Chief Nickolay states his position as Chief comes first. He won't take an assignment that will leave the department uncovered. To answer the question Hyalite comes before any deployments with DNRC.</p> <p>Chair Geddes asks for more board discussion.</p> <p>Trustee Miller and Chair Geddes states everything makes sense to them.</p> <p>Motion: Trustee Miller makes a motion to approve and sign the contract for Brian Nickolay.</p> <p>Trustee Geddes seconded the motion.</p> <p>Vote: Zidack-Aye, Beideman-Yes; Miller-Yes; Geddes-Yes. Unanimous approval</p> <p><i>[See Attachments C- State Contract Documents]</i></p>
0:28:45	<p>Agenda Item 6 – Fire Chief's Report</p> <p>Chief Nickolay states we are busy. We are on track for around 700 calls this year which we have never done before. There are times we run multiple calls a day and able to get trucks out the door within two to three minutes due to the resident program. Resident programs are fully staffed. Regular training and Command training are still going.</p> <p>The new plow truck has arrived. It was obtained through the DOD at no cost. The DNRC has a co-op program with fire districts that if we provide a chassis, they will</p>

	<p>provide a wildland unit to go on it. The truck is currently getting completely serviced and if it passes with a clean bill of health the truck could turn into a brush truck as well.</p> <p>Discussion is held between the trustees and Chief. The truck has 65,000 miles. The plow that came with the truck is in really good shape. The plow on the current truck practically brand new. If the new plow truck becomes a brush truck, he would like to make the utility truck another plow truck as well.</p> <p>The Assistant Fire Chief and Training Captain positions have closed. There are seven applicants for the Assistant Fire Chief and five applicants for the Training Captain. The hiring committee is JJ, John Culbertson, Connor Haworth, and Tyra Christopherson. A selection meeting will be held tomorrow (June 16) with interviews next week.</p> <p>Chief Nickolay asks the board if they want the selected candidate to come before the board before an offer is presented. Trustee Miller states he doesn't feel it is necessary. Trustee Zidack states he is ambivalent. He doesn't feel the board would be adding much value over what the good committee will do. The salaries will stay within what was approved at the board meeting.</p> <p>Chair Geddes states he appreciates it being brought to the board but they are comfortable delegating the decision to the committee. An e-mail will be sent with the selected candidate and their resume.</p> <p>Chief Nickolay points out that this is building up to be a bad year for fires. We are about a month ahead of usual. He goes over past fire years for comparison. The Hyalite district looks pretty good but it won't take long for it to dry out.</p> <p><i>[See Attachment D – Fire Chief's Report]</i></p>
0:42:42	<p>Trustees' Activities</p> <p>Chair Geddes asks the board how they would feel if one month they hold a meeting at Cottonwood and one month they hold a meeting at the Rae Station. The consensus is this is a great idea. This will be a great chance for the board to see the other stations and facilities.</p> <p>Trustee Beideman asks about the update on the asphalt. Chief Nickolay states he will have it on the next agenda but the renewed quote for a 4" asphalt would double the initial quote. This will be brought to the July meeting.</p>
	<p>Announcements</p> <ul style="list-style-type: none"> • July 20, 2021 board meeting will be held at the Rae Station. • Wildland Barbeque to be held June 30, 2021.
0:45:09	ADJOURNMENT

FY 2022 Proposed Personnel Services Budget (Version 05262021)

FY2021 Budgeted Salaries (Table 1)

Position	Chief	Assist. Chief	Maint. Capt.	Maint. Assist.	Training Capt.	Admin. Assist.	HRFD Total
Base wage	\$ 98,000	\$ 82,230	\$ 68,000	\$ 23,400	\$ -	\$ 20,800	\$ 292,430
Overhead	\$ 24,500	\$ 20,558	\$ 17,000	\$ 5,850	\$ -	\$ 5,200	\$ 73,108
Tot. Wage & Ben.	\$ 122,500	\$ 102,788	\$ 85,000	\$ 29,250	\$ -	\$ 26,000	\$ 365,538

Notes (Table 1)

- Based on historical data for HRFD, the average overhead cost has been about 24% of wages.
- For the purposes of budget calculations, a value of 25% was selected for **all** overhead calculations, i.e. all tables.
- Actual percentage of wage going to overhead costs for a given employee vary, for the most part, as a function of insurance costs.
- Admin. Assistant position based on half-time (1040 annual hours) at \$20/hr.
- Maint. Assistant position based on average of 25 hours per week (1300 annual hours) at \$18/hr.
- FY 2021 Personnel Budget line item was specified at \$366,500 plus the MT On-Behalf retirement fund payment of \$86,000

FY 2021 Salaries after Chief raise approved by HRFD Board on 5/18/21 (Table 2)

Position	Chief	Assist. Chief	Maint. Capt.	Maint. Assist.	Training Capt.	Admin. Assist.	HRFD Total
Base wage	\$ 115,000	\$ 82,230	\$ 68,000	\$ 23,400	\$ -	\$ 20,800	\$ 309,430
Overhead	\$ 28,750	\$ 20,558	\$ 17,000	\$ 5,850	\$ -	\$ 5,200	\$ 77,358
Tot. Wage & Ben.	\$ 143,750	\$ 102,788	\$ 85,000	\$ 29,250	\$ -	\$ 26,000	\$ 386,788

Notes (Table 2)

- Board approved salary increase for the Chief position based on comparison data collected for similar MT fire departments surrounding Bozeman (see attached data).
- This salary increase for the Chief position results in a 17% percent increase from the previous FY2021 budgeted base (17,000/98,000=17%)

FY 2022 Proposed Salary Matrix (Table 3)

Position	Chief	Assist. Chief	Maint. Capt.	Maint. Assist.	Training Capt.	Admin. Assist.	HRFD Total
Base wage	\$ 115,000	\$ 96,209	\$ 79,560	\$ -	\$ 79,560	\$ 24,440	\$ 394,769
Overhead	\$ 28,750	\$ 24,052	\$ 19,890	\$ -	\$ 19,890	\$ 6,110	\$ 98,692
Tot. Wage & Ben.	\$ 143,750	\$ 120,261	\$ 99,450	\$ -	\$ 99,450	\$ 30,550	\$ 493,461

Notes (Table 3)

- Maintenance Assistant position is removed from personnel roster.
- Training Captain position is added to the personnel roster at same pay scale as Maint. Captain.

- A salary increase based on the 17% increase approved for the Chief position is applied to the FY 2021 Base Salaries for the remaining paid personnel.
- Hourly wage for half-time Admin. Assistant would increase from \$20/hr to \$23.5/hr.

Overall Discussion Points

- Last pay increases approved by the HRFD Board became effective on July 1, 2017.
- FY 2021 Personnel Budget line item was specified at \$366,500 plus the MT On-Behalf retirement fund payment of \$86,000
- Net financial impact of removing Maint. Assistant position and adding Training Captain position at a FY2021 Base Salary of \$68,000 is \$55,750 ($\$85,000 - \$29,250 = \$55,750$)
\$ 55,750 Check sum
- Net financial impact of across-the-board 17% salary increase is $\$493,461 - \$365,538 - \$55,750 = \$72,173$
\$ 72,174 Check sum
- Net financial impact of both changes to personnel budget would be $\$493,461 - \$365,538 = \$127,923$.
\$ 127,924 Check sum
- FY 2018 revenue was approximately \$1.210 million, operating expenses and bond payments were approx. 1.051 million. Net of approx. \$0.159 million
- FY 2021 revenue are expected to be approx. \$1.690 million, operating expenses and bond payments are expected to be \$1.188 million. Net of approx. \$0.502 million

WAGE COMPARISONS 2021

Agency		Big Sky	Central Valley	Bozeman Fire Dept.	Missoula Rural Fire Dept.	Billings	Red Lodge	Hyalite
Base Salaries								
	Fire Chief	\$141,089.53	\$123,149 - 9 yrs	\$113,973 - \$125,245	\$133,691.48		\$110,319	115,000
	Assistant Fire Chief		\$103,121 - 16 yrs	\$98,278 - \$107, 998	\$123,217.95		\$89,368	82,230
	DFC of Comm. Risk Mgmt	\$128,872.36						
	DFC of Operations	\$118,000.00						
	Battalion Chief	\$107,890.00		\$91,261 - \$100,287	\$89,575.19	\$83,827 - \$97,215	\$77,000	
	Captain	\$84,579.00			\$77,583.97	\$69,465 - \$83,855		68,000
	Maintenance Coordinato	\$80,772.00		\$57,782	FF2 \$60,950.63	\$71,472		
	Firefighter/EMT	\$73,724.00	1st yr- \$55318 2nd yr-\$58,479		\$56,269.32		54,000 plus 13,000 in OT	
Variables		Base Salary + Medic Cert + Longevity Pay			Longevity Pay is 2.731% of the FF2 monthly wage per year of service which is currently \$138.71 per year of service annually			

Medical Benefits		Pay 100% of Premiums for Health, Dental, and Vision for Employee and Dependents. Premium is age based and # of dependants.	Health-\$23,400 for family; \$16,345 for employee and spouse; \$7,800 employee only. No Dental	Employee Only - \$734; Employee & Partner-\$958; Employee & Children - \$908; Employee & Family - \$1,244.	Medical (\$500 Deductible); Dental; Vision; EAP, LTD	\$846.00 included in base	100% health for employee; 60% of cost os spouse/children. No dental. \$1,200 health savings cont for employees w/high deductible.	Included
						STD Plan - \$58.24 Medical only, HSHP- \$9.79 pp credit to employee		
						STD Plan- \$209.02 Medical only, HDHP plan- \$53.50		
Other Benefits		Medical Reimbursement Acct	HRA: \$2,800 funded annually for employee w/dependants; \$1,600 funded for employee only		Annual Clothing Allowance (\$650)	STD Plan- \$188.65 Medical only, HDHP- \$48.25		Dental
		457(b) Plan			Annual Physical Reimburseme nt	STD Plan- \$295.71 Medical only-HDHP- \$75.66		
		FURS Retirement			Gym Reimburseme nt (1/2 monthly membership)	Any contribution changes shared 50%/50% between emp. & City		
		AFLAC Plan (Accident, Disability, Cancer)			Hazmat incentive (\$1800/yr)			

					State Sick and Vacation Rates	Optional - 2 year participation required: Employee Only- \$34.43 Employee & Spouse-\$68.86 Employee & Children- \$85.89 Employee & Family-\$120.48		
						Optional - 1 year participation required: Employee only - \$8.45 Employee&Spouse - \$16.88 Employee&Children \$18.07 Employee&Family \$28.86		

Hyalite Fire Rural Fire District

Training Captain

GENERAL STATEMENT OF POSITION:

The Training Captain position is responsible for the training and recruitment of recruit volunteer firefighters, EMTs and Driver/Operators of the Hyalite Rural Fire District. The Training Captain position actively researches and seeks out potential volunteers within the community. Attends recruitment events including but not limited to job fairs, Montana State University events and community events. Performs recruit volunteer firefighters, EMTs and Driver/Operators interviews and participates in the selection of new members. He/she will attend, oversee and instruct firefighter recruitment academies including Saturday trainings. The Training 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 Training 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;
- Seek out and attend volunteer recruitment events throughout the year;
- Organize and oversee volunteer firefighter, EMT and Driver/Operator interviews;
- Participate in the selection of new volunteers;
- Oversee, instruct and attend spring and fall recruit firefighter academies;
- Provide leadership and direction to apprentice firefighters;
- Conduct other trainings 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;
- Attend monthly leadership meetings;
- Demonstrate continuous effort to improve operations; and
- Attends community related functions.

REQUIRED KNOWLEDGE & ABILITIES

Knowledge:

- Required training standards and practices for firefighters, EMTs and Driver/Operators;
- 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;
- 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.

MINIMUM REQUIRED QUALIFICATIONS:

- 18 years of age or older;
- Must have a high school diploma or GED;
- Five years of experience in the fire service;
- 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 a National Wildfire Coordinating Group Basic Wild Land Firefighter certification;
- Gain and maintain a State of Montana Firefighter 1 certification;
- Gain and maintain a State of Montana Firefighter 2 certification;
- Gain a National Wildfire Coordinating Group S-215 Wildland-Urban Interface 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.

DESIRED QUALIFICATIONS:

- 5 years of experience in an ambulance transport organization.
- 3 years of leadership experience in an emergency services organization.
- Experience with wildland-urban interface fire operations.
- Experience in instructing fire, rescue and EMS service trainings.

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 15th day of June 2021. This agreement is in effect until June 30, 2022.

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

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

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

Backfill costs will not be reimbursed.

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

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

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

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

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

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

Date:

Date

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

1. Montana DNRC Land or Unit Office a. Name and Address: Montana DNRC Land or Unit Office Bozeman Unit 2273 Boot Hill Court #110 Bozeman, MT 59715 b. Phone Number: 406-586-5243 c. FAX Number: 406-587-9726		2. AGREEMENT NUMBER (Must appear on all documents relating to this agreement): 3. EFFECTIVE DATES OF AGREEMENT: a. Beginning <u>June 15, 2021</u> b. Ending <u>June 30, 2022</u> c. Specific incident only: Incident Name: _____ Incident Number: _____	
4. Local Government Fire Force a. Name and Address: Hyalite Rural Fire District 4541 S. 3 rd Road Bozeman, MT 59715 d. EMAIL Address: admin@hyalitefire.org e. Telephone Number (day): 406-586-3770 Telephone Number (night): 406-586-3770 Cell Phone Number: 406-451-4726 FDID Number:		5. POINT OF HIRE (Location when hired if different than Block 4): 6. ORDERING DISPATCH CENTER MT-BZC 7. THE FOLLOWING EQUIPMENT IS BEING PROVIDED: <input type="checkbox"/> FULLY OPERATED <input checked="" type="checkbox"/> UNOPERATED 8. LGFF Authorized Commissary: XXX Yes <input type="checkbox"/> No	
9. ITEM DESCRIPTION: Equipment (include VIN, make, model, year, serial no., accessories or other identifying features).	10. NO. OF OPERATORS PER SHIFT	11. HRLY/DAILY/MILEAGE/SHIFT BASIS (SS/SS; ref. Cl.6) Rate Unit	12. SPECIAL RATE
Command 6-2, Off Road 3/4 ton Command Vehicle 2019 Dodge 2500 LIC#: 6-09359C VIN: 3C6UR5CJ8JG336170	1	\$100.00 Daily	
Command 601, Off Road 1/2 Ton Command Vehicle 2006 Toyota Tundra LIC#: 6-13516C VIN: 1GNWK5EGXBR21104s	1	\$100.00 Daily	
Command 6, Off Road 3/4 Ton Command Vehicle 2011 Chevrolet Suburban LIC #: 6-13516C VIN: 1GNWK5EGXBR211042	1	\$100.00 Dailey	
14. SPECIAL PROVISIONS, GENERAL CLAUSES AND GUIDING DOCUMENT: a) The current year version of Chapter 50, Northern Rockies Supplement to the Standards for Interagency Business Management (SIIBM) is the guiding document for this agreement: http://dnrc.mt.gov/divisions/forestry/fire-and-aviation/fire-business/forms-and-information . The specifications, rules and guidelines of Chapter 50 are incorporated herein by reference in addition to the LGFF General Clauses to the IRA that are attached hereto and incorporated herein by reference. In the event of a disagreement between the LGFF General Clauses attached and Ch 50, Ch 50 for the year of the agreement will preside and supersede the attached general clauses (i.e. 2020 Ch 50 & 2020 Agreement.) b) This agreement is valid outside the Northern Rockies Geographic Area. c) Year-to-year agreements (single year) are the preferred agreement method but a Land or Unit office may decide to initiate a multi-year agreement for up to a three (3) year period. If a multi-year agreement is in place, the agreement is bound by the version and rates of Chapter 50 for the year the agreement was initiated for the duration of the agreement or until the agreement is cancelled or amended. Multi-year agreements may be amended to reflect current year Chapter 50 rates but must be signed by the Land or Unit office representative (or designee) that initiated the agreement. Rate changes must also be initialed. d) All equipment under this agreement must be owned and titled by the LGFF or County listed in box 4 above. No leased vehicles are allowed unless the lease was initiated to fulfill the department's normal duties as established under the Montana Codes Annotated. e) ORIGINALS of all forms (Emergency Firefighter Time Reports (OF-288), Crew Time Reports (SF-261), Emergency Equipment Use Invoices (OF-286), Emergency Equipment Shift Tickets (OF-297) or Combined Shift Ticket (DNRC297) shall be given to the resource at time of release from the incident. Only COPIES of the documentation shall remain with the incident Finance Section.			
15. FIRE CHIEF OR AUTHORIZED AGENT'S SIGNATURE	16. DATE	19. LAND OFFICE REPRESENTATIVE SIGNATURE	20. DATE
17. PRINT NAME AND TITLE	18. DATE	21. a. PRINT NAME AND TITLE b. Phone Number: c. FAX:	

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.

2021

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

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

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

CLAUSE 9. Loss, Damage, or Destruction:

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

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

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

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

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

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

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

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

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

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

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

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

SPECIAL PROVISIONS:

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

Hyalite Rural Fire District

Fire Chief's Report

June 2021

Prepared by: Fire Chief Brian Nickolay

1. The Hyalite Fire Department has responded to 270 calls in 2021 (as of 6/01/2021).
2. Our current roster is at 44 members (effective 6/01/2021).
3. We currently have 8 resident firefighters living at the Sourdough Fire Station.
4. We currently have 4 resident firefighters living at the Cottonwood Fire Station.
5. We still have 3 resident renters at the Rae house.
6. We continue our regular training every Wednesday night and command training twice a month.
7. The recently acquired plow truck has arrived at our fire station. We will be sending it through a shop for an inspection. Overall, the truck seems in good shape and will hopefully be a cost saving in the immediate replacing of our current plow truck.
8. The Assistant Fire Chief and Training Captain positions are running till June 14th. The hiring selection committee will then meet to review candidates.
9. We have experienced no firefighter injuries or significant mechanical breakdowns in the last month.

EMS CALLS FOR HYALITE RURAL FIRE DISTRICT

	MARCH	APRIL	MAY
TOTAL HRFD EMS Calls (Including MVAs)	33	26	27
Calls Resulting in Transport	19	18	21
Refusals/No Transport Needed	14	8	6
TYPES OF EMS CALLS DISPATCHED BY 911			
A – Least Severe	9	4	5
B	3	4	5

C	4	6	5
D – Most Severe	5	6	8
E – Rarely Used		1	

Hyalite Fire Department

Bozeman, MT

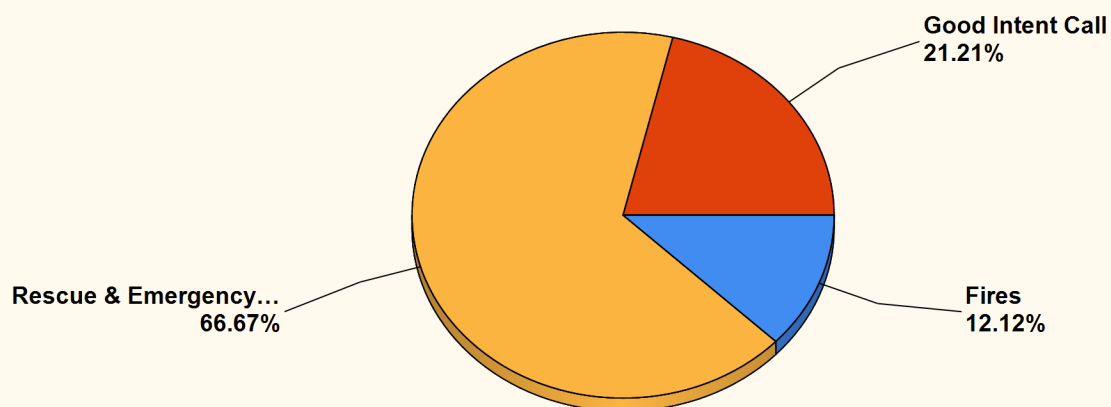
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Attachment



Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 05/01/2021 | End Date: 05/31/2021



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	4	12.12%
Rescue & Emergency Medical Service	22	66.67%
Good Intent Call	7	21.21%
TOTAL	33	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.

Detailed Breakdown by Incident Type

Attachment D

INCIDENT TYPE	# INCIDENTS	% of TOTAL
111 - Building fire	4	12.12%
321 - EMS call, excluding vehicle accident with injury	19	57.58%
324 - Motor vehicle accident with no injuries.	3	9.09%
611 - Dispatched & cancelled en route	6	18.18%
671 - HazMat release investigation w/no HazMat	1	3.03%
TOTAL INCIDENTS:	33	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.

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