



## Hyalite Rural Fire District

### Board Meeting Synopsis Approval Form

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The written synopsis of the June 18, 2024 Hyalite Rural Fire District (HRFD) Board of Trustees Annual Board Meeting was approved by motion of the HRFD Board of Trustees on July 16, 2024.

Chair Signature

Justin Miller, Chairman

Printed Name

Secretary Signature

Ken Beideman, Secretary

Printed Name

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

DATE: JUNE 18, 2024

TIME: 7:00 p.m.

LOCATION: Sourdough Fire Station, 4541 S. 3<sup>rd</sup> 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/](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:**

Justin Miller  
Walt Zidack  
Ken Beideman

**STAFF IN ATTENDANCE:**

Chris Dahlhauser, Assistant Fire Chief  
Sheryl Wyman, Administrative Assistant

**PUBLIC IN ATTENDANCE:**

Reid Templeton, Recruitment and Retention Captain

<b>0:00:00</b>	<b>CALL TO ORDER OF HYALITE RURAL FIRE DISTRICT</b>  Chairman Miller called the meeting to order and asked for any public comment on non-agenda items. None given.  <b>HYALITE CONSENT AGENDA</b>  Chairman Miller asks if there are any requests to pull anything from the Consent Agenda for review. None given.  <b>Motion: Trustee Zidack moves to approve consent agenda as presented</b>  Trustee Beideman seconded the motion.  <b>Vote:</b> Zidack-Aye; Beideman-Aye; Miller-Aye. Unanimous approval.  <i>[See May 21, 2024 Board Packet for Consent Agenda items Approved]</i>
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	<b>REGULAR AGENDA</b>
<b>0:00:28</b>	<p><b>Agenda Item 1 – Oaths of Office for Justin Miller and Ken Beideman</b></p> <p>Administrative Assistant Wyman gives Oath of Office to Trustees Miller and Beideman for another three-year term.</p>
<b>0:01:27</b>	<p><b>Agenda Item 2 – Discussion and Decision-Election of Officers</b></p> <p>Trustee Zidack suggests keeping with the slate of officers we currently have, that being Justin Miller as Chair, Pete Geddes as Vice-Chair, Ken Beideman as Secretary and Walt Zidack as Treasurer. He asks for any discussion. None given.</p> <p><b>Motion: Trustee Zidack moves to keep the same current officer positions.</b></p> <p>Trustee Miller seconded the motion.</p> <p><b>Vote:</b> Zidack-Yes; Beideman-Yes; Miller-Yes; Unanimous approval.</p>
<b>0:02:24</b>	<p><b>Agenda Item 3 – Discussion and Decision – DNRC Contracts.</b></p> <p>Assistant Chief Dahlhauser discusses the DNRC contracts are up for the new fiscal year-FY2025. The contracts include rates for equipment and personnel if they are called out. This also includes reimbursement for any backfill to cover any personnel who may be called out.</p> <p>Discussion is held among the parties regarding the contracts and reimbursement amounts.</p> <p><b>Motion: Trustee Zidack moves to approve DNRC contracts as presented.</b></p> <p>Trustee Beideman seconded the motion.</p> <p><b>Vote:</b> Zidack-Yes; Beideman-Yes; Miller-Yes; Unanimous approval.</p> <p><i>[See Attachment A – DNRC Contract]</i></p>
<b>0:04:52</b>	<p><b>Agenda Item 4 – Discussion and Decision – Revisit Audit Contract</b></p> <p>Administrative Assistant Wyman explains the information provided at the last meeting was not complete in that the numbers provided from the previous contract covered only the audit. The proposal for the new contract was for both the audit and financial statements/footnotes. Given this new information she asks the board if they would now like to sign a contract for three years instead of just the one.</p> <p>Trustee Zidack adds to the discussion that he recalls this increase in services provided and believes it is a reasonable increase when you look at all functions aggregated in one contract.</p> <p><b>Motion: Trustee Zidack makes a motion to approve audit contract as presented.</b></p>

	<p>Trustee Beideman seconded the motion.</p> <p><b>Vote:</b> Zidack-Yes; Beideman-Yes; Miller-Yes. Unanimous approval.</p>
<b>0:07:19</b>	<p><b>Agenda Item 5 – Discussion and Decision – Replacement of Rae Fire Station</b></p> <p>Assistant Chief Dahlhauser states there is no new updates. He believes the work will begin when the Chief returns.</p>
<b>0:07:29</b>	<p><b>Agenda Item 6 – Fire Chief’s Report</b></p> <p>Assistant Chief discusses the Fire Chief’s report. We had 55 calls in May. Although more than last year, this is low given we are usually having 60 – 65 calls per month. He discusses staffing for the summer. Discussion is held regarding the resident programs. All of the stations are full at this time.</p> <p>Trustee Zidack asks about the Mountain Hot Tub arrangement and the parking. He was wondering about the arrangement sunsetting and if we should look at the rental of the parking area. Administrative Assistant Wyman will e-mail out the contract to the board.</p> <p>We hosted a mass casualty incident (MCI) simulation with out mutual aid partners on June 10<sup>th</sup>. A great deal of work went into this by both Captain Malone and Assistant Chief Dahlhauser to put this training on and it was a great success.</p> <p>Discussion is held regarding EMS in the County. The county has provided the fire districts options to think about to move forward.</p> <p>We had no firefighter injuries in the month of April. All apparatus is in ser</p> <p><i>[See Attachment B – Fire Chief’s Report]</i></p>
<b>0:26:13</b>	<p><b>Trustees’ Activities</b></p> <ul style="list-style-type: none"> <li>• None</li> </ul>
<b>0:26:30</b>	<p><b>Announcements</b></p> <ul style="list-style-type: none"> <li>• Wildland BBQ set for Wednesday, June 26, 2024</li> <li>• Next Board Meeting – Tuesday, July 16, 2024</li> </ul>
<b>0:27:21</b>	<p><b>Adjournment</b></p>

**COOPERATIVE FIRE SUPPORT AGREEMENT**  
between  
**HYALITE RURAL FIRE DISTRICT**  
and the  
**STATE OF MONTANA**  
**DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION**  
**CENTRAL LAND OFFICE- BOZEMAN UNIT**

**Fire Department Address:** 4541 S. 3<sup>rd</sup> Rd.

**Fire Department City, State, Zip:** Bozeman, Montana 59715

**Fire Department Phone Number:** (406) 586-3770

**Fire Department Email:** admin@hyalitefire.org

**FDID #:**

**DNRC Agreement Number:**

**Effective Dates:** July 1, 2024 through June 30, 2025

**Required Attachments:**

- Cooperative Fire Support Agreement-Personnel Billing Rate Form
- Department Travel Policy (if no policy exists, travel policy will default to the State of Montana Travel Policy)
- Option 3- Unoperated Incident Rental Agreement
- Chiefs Certification for Local Government Fire Forces- "Chiefs Cert" Form

This Cooperative Agreement is made and entered into by and between Hyalite Rural Fire District, hereinafter referred to as the COOPERATOR and the Montana Department of Natural Resources & Conservation, Forestry Division, hereinafter referred to as the DEPARTMENT, and effective the first day of July, 2024. This agreement is in effect until the last day of June, 2025. This Agreement may be terminated by either party at any time upon thirty (30) days written notice to the other party.

The COOPERATOR agrees that it will adhere to the fire business management practices and standard operating procedures contained in the current year version of Chapter 50, Northern Rockies Supplement to the Standards for Interagency Business Management (SIIBM); the NRCG Mobilization of Local Government Firefighting Resources guidelines; and be ordered through the national dispatch system. If the COOPERATOR accepts an assignment, it will perform the duties as detailed in the resource order at the time of dispatch.

The COOPERATOR will invoice the DEPARTMENT and be reimbursed in accordance with policies contained in Chapter 50, NR Supplement of the SIIBM and/or the NRCG Mobilization of Local Government Firefighting Resources. Reimbursement may include:

- Normal payroll, including overtime and backfill costs for permanent employees, at the personnel's actual rates, as listed on the Billing Rate form, from their salary schedules under which they operate normally. Backfill reimbursement will only be considered for those essential operations positions critical to maintaining minimum staffing/response requirements at the COOPERATOR's home jurisdiction.

- Unoperated equipment rental costs, including fuel, oil and operating supplies used, while assigned to a fire as established on the current year Incident Rental Agreement (IRA) for the COOPERATOR and the apparatus mobilized.
- Other direct costs associated with the resource order, i.e. travel, per diem, lodging, damage claims, and miscellaneous expenses, when those expenses are eligible for reimbursement. The COOPERATOR agrees to provide a copy of the applicable travel policy to the DEPARTMENT as part of this agreement. If no written policy exists, the DEPARTMENT and State of Montana Travel Policies will apply.

The COOPERATOR agrees to utilize the Option 3 Incident Invoice form and shall submit all required supporting documentation necessary to detail invoiced expenses associated with the mobilization. **All invoices should be submitted to the DEPARTMENT within 30 days, and certainly no later than 60 days after demobilization from the incident of those same resources. Billing packages received after 60 days will be rejected unless prior arrangements have been made with the DEPARTMENT.**

All personnel under employment of the COOPERATOR are covered under Workers Compensation Insurance as provided by (Montana State Fund, Montana Municipal Interlocal Authority or Other). Policy#: 03-134600-0.

This agreement does not apply to the normal, day-to-day operations of either the COOPERATOR or the DEPARTMENT, but only when the COOPERATOR enters pay status, as that term is employed in the Chapter 50, NR Supplement of the SIIBM and/or the NRCG Mobilization of Local Government Firefighting Resources.

This agreement does not affect the terms of the DEPARTMENT and the \_\_\_\_\_ County Cooperative Fire Management Agreement or other Initial Attack Agreements currently in place.

In witness whereof, the parties hereto have executed this Cooperative Fire Support Agreement as of the last date written below.

**Signatures:**

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DNRC Authorized Representative

Date

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Name and Title

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LGFF Authorized Representative

Date

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Justin Miller, Chairman, Board of Trustees, Hyalite Rural Fire District

Name and Title

**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 Land or Unit Office Bozeman Unit 2273 Boot Hill Court #110 Bozeman, MT 59715		<b>2. AGREEMENT NUMBER</b> (Must appear on all documents relating to this agreement): <b>3. EFFECTIVE DATES OF AGREEMENT:</b> a. Beginning <u>July 1, 2024</u> b. Ending <u>June 30, 2025</u>  c. Specific incident only: Incident Name: _____ Incident Number: _____	
<b>b. Phone Number:</b> 406-586-5243 <b>c. FAX Number:</b> 406-587-9726		<b>5. POINT OF HIRE</b> (Location when hired if different than Block 4):  <b>6. ORDERING DISPATCH CENTER</b> MT-Billings	
<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> admin@hyalitefire.org <b>e. Telephone Number (day):</b> 406-586-3770 <b>Telephone Number (night):</b> 406-586-3770 <b>Cell Phone Number:</b> 406-451-4726 <b>FDID Number:</b> 06056		<b>7. THE FOLLOWING EQUIPMENT IS BEING PROVIDED:</b> <input type="checkbox"/> FULLY OPERATED <input checked="" type="checkbox"/> UNOPERATED  <b>8. LGFF Authorized Commissary:</b> 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	13. GUARANTEE (8 HOURS)
Command 6, 3/4 Ton Command Vehicle 2011 Chevrolet Suburban LIC #: 6-13516C VIN: 1GNWK5EGXBR211042	1	\$55.00 +Mileage    Daily		
Command 6, Off Road 3/4 Ton Command Vehicle 2011 Chevrolet Suburban LIC #: 6-13516C VIN: 1GNWK5EGXBR211042	1	\$140.00              Daily		
Command 6-1, ¾ Ton Command Vehicle 2021 Dodge Ram 2500 LIC#: 6-76216C VIN: 3C6UR5CJ9MG679977	1	\$55.00 +Mileage    Daily		
Command 6-1, Off Road ¾ Ton Command Vehicle 2021 Dodge Ram 2500 LIC#: 6-76216C VIN: 3C6UR5CJ9MG679977	1	\$140.00              Daily		
Command 6-2, ½ Ton Command Vehicle 2021 Dodge Ram 1500 LIC#: 6-76215C VIN: 1C6RFMT4MN788108	1	\$49.00 +Milage      Daily		
Command 6-2, Off Road ½ Ton Command Vehicle 2021 Dodge Ram 1500 LIC#: 6-76215C VIN: 1C6RFMT4MN788108	1	\$140.00              Daily		
Command 6-3, 3/4 ton Command Vehicle 2019 Dodge 2500 LIC#: 6-09359C VIN: 3C6UR5CJ8JG336170	1	\$55.00 +Mileage    Daily		
Command 6-3, Off Road 3/4 ton Command Vehicle 2019 Dodge 2500 LIC#: 6-09359C VIN: 3C6UR5CJ8JG336170	1	\$140.00              Daily		
Command 6-4, 1/2 Ton Command Vehicle 2006 Toyota Tundra LIC#: 6-13518C VIN: 5TBDT44146S502687	1	\$49.00 +Mileage    Daily		
Command 6-4, Off Road 1/2 Ton Command Vehicle 2006 Toyota Tundra LIC#: 6-13518C VIN: 1GNWK5EGXBR21104S	1	\$140.00              Daily		
Command 6-5, ½ Ton Command Vehicle 2023, Dodge Ram 1500 LIC #                      VIN: 3C6RR7KT3PG534376	1	\$49.00 +Mileage    Daily		



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Command 6-5, Off Road ½ Ton Command Vehicle 2023, Dodge Ram 1500 LIC # VIN: 3C6RR7KT3PG534376	1	\$140.00	Daily		
Command 6-6, Off Road ½ Ton Command Vehicle 2023, Dodge Ram 1500 LIC # VIN: 1C6RR7XTXPS553914	1	\$140.00	Daily		
Command 6-6, Off Road ½ Ton Command Vehicle 2023, Dodge Ram 1500 LIC # VIN: 1C6RR7XTXPS553914	1	\$49.00+ Mileage	Daily		
U-6-2, Off Road Side by Side UTV 2015 Polaris Razor MRZR-4 VIN: 4XAVXE903GB339617	1	\$250.00	Daily		
Brush 6-1, Off Road Type 5 Wildland Hybrid Engine 2023 Ford F550 LIC#: 622773D VIN: 1FD0X5HN1PEC06851	3	\$53.60	Hourly		
Engine 6, Type 1 Structure Engine 2012 International Workstar 7600 6x6 LIC#: 6-13528C VIN: 1HTGRSJT7CJ423569	4	\$214.00	Hourly		
Engine 6-1, Type 1 Structure Engine 2019 Pierce Enforcer 4x4 LIC#: 6-24067C VIN: 4PIBAFF8KA020136	4	\$214.00	Hourly		
Engine 6-2, Type 1 Structure Engine 2002 International I5600 6x6 LIC#: 6-13525C VIN: 1HTXGAET43J052588	4	\$214.00	Hourly		
Engine 6-3, Type 1 Structure Engine 2003 International I5600 6x6 LIC#: 6-13526C VIN: 1HTXGEAT63J052589	4	\$214.00	Hourly		
Water Tender 6, Type 2 Water Tender 2013 International Workstar 7600 LIC#: 6-13527C VIN: 1HTGSSJT8DJ300319	1	\$108.00	Hourly		
Water Tender 6-1, Type 2 Water Tender 2016 Kenworth Tender LIC#: 6-13530C VIN: 2NKHJ9X1GM490959	1	\$108.00	Hourly		
Water Tender 6-2, Type 2 Water Tender 1985 Pierce Mack Tender LIC#: 6-13529C VIN: 1M2H145CXFM001163	1	\$108.00	Hourly		

**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.

<b>15. FIRE CHIEF OR AUTHORIZED AGENT'S SIGNATURE</b>	<b>16. DATE</b>	<b>19. LAND OFFICE REPRESENTATIVE SIGNATURE</b>	<b>20. DATE</b>
<b>17. PRINT NAME AND TITLE</b>	<b>18. DATE</b>	<b>21. a. PRINT NAME AND TITLE</b>	
		<b>b. Phone Number:</b>	
		<b>c. FAX:</b>	

## 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



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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.

**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.

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**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.

**Option 3-Cooperative Fire Support Agreement  
Personnel Billing Rate Form**

**Attachment A**

**Fire Department Name:** Hyalite Rural Fire District  
**Fire Department ID (FDID)** 06056  
**Fire Department Address:** 4541 S. 3rd Rd  
**Fire Department City, State, Zip** Bozeman, MT 59715  
**Fire Department Phone Number** (406) 586-3770  
**Fire Department Email Address** [admin@hyalitefire.org](mailto:admin@hyalitefire.org)  
**DNRC Agreement Number:** CLO-BU-HRFD-06056-2023  
**Effective Dates:** July 1, 2024-June 30, 2025

This form must be attached to the current LGFF Cooperative Fire Support Agreement and signed by an authorized LGFF representative and a representative from the DNRC Fire Authorized Signers List (resides with DNRC Forestry Division Office Incident Business Specialist).

Rates listed below should reflect actual total cost of compensation (TCC) of the individual employee by the LGFF entity (to include all wage, benefits, insurance, unemployment, retirement entitlements etc.). Rates will be in effect for the dates listed above unless amended and re-signed by both parties. Rates listed here must match rates provided on the LGFF Option 3 Incident Invoice and billed to an incident.

Employee Name (Last, First, MI)	FD Title/Rank	Base Rate (TCC)	Overtime Rate (TCC)
Nickolay, Brian	Fire Chief	\$78.76	\$112.07
Dahlhauser, Chris	Assistant Fire Chief	\$67.96	\$96.00
Malone, Malcolm	Captain	\$55.43	\$78.62
Prato, Colin	Captain	\$55.55	\$78.74
Templeton, Reid	Captain	\$55.21	\$78.40

**Signatures indicating acceptance of billing rates listed above:**

\_\_\_\_\_  
DNRC Authorized Representative

\_\_\_\_\_  
LGFF Authorized Representative

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date





## Hyalite Rural Fire District

### Fire Chief's Report

June 2024

Prepared by: Fire Chief Brian Nickolay

1. The Hyalite Fire District responded to a total of 53 incidents in May 2024. This brings our calls for the year to date to 295.

- Total Calls May 2023 - 55
- Total Calls May 2022 - 40
- Total Calls May 2021 - 37
- Total Calls May 2020 - 42
- Total Calls May 2019 - 34

2. Our current roster is at 46 members (effective 6/1/2024).

- 1 Career Fire Chief
- 1 Career Assistant Fire Chief
- 3 Career Captains
- 5 Volunteer Captains
- 1 Volunteer Reserve Captains
- 1 Volunteer Lieutenants
- 9 Volunteer Firefighters
- 12 Volunteers Apprentice Firefighters
- 8 Volunteer Recruit Firefighters
- 2 Volunteer Recruit Driver/Operators
- 3 Volunteer Reserve Firefighters

3. We are continuing to work on our overnight command coverage shortages. We are at 5 of our needed 7 volunteer captains. One of our volunteer captains is on summer leave. We know we will be losing one additional volunteer captain at the end of July to nursing school. One of our hopefuls to move up into a volunteer captains position just accepted a paid firefighter position with the Bellingham Fire Department in Washington. We are hopeful to start a volunteer captain academy this fall. Myself and Assistant Chief Dahlhauser are continuing to work extra to provide coverage at night where we lack volunteer availability. We have been paying overtime to our paid captains to provide overnight coverage if myself or Dahlhauser are unavailable. Overtime pay has been kept within what we budgeted for the fiscal year.

4. We currently have 7 resident firefighters living at the Sourdough Fire Station.

- Current Sourdough Residents -

- Sophie Smith, Riley Wilson, Tyler Palmer, Nick Blommel, Kade O'Brian, Jack Vincent, and Evan Jones
  - Sourdough resident firefighters continue to fill weekend shifts Friday 7pm – Monday 7am. With the reduced staffing of our Sourdough Resident Lieutenants, we have had non-resident leadership (Martin Blake and Ted Yewer) step up to fill weekend shifts.
5. We currently have 4 resident firefighters living at the Cottonwood Fire Station.
- Current Cottonwood Residents –
    - Brennan Lyle, Tyler Newell, Robert Bole, and Zakkar Tusken.
  - Cottonwood resident firefighters continue to fill weekday night shifts Monday – Thursday 7pm – 7am. Non-resident volunteers have stepped up to fill the open shifts when needed.
6. We currently have 3 resident renters at the Rae house.
- Current Rae Renters -
    - Steve Kerbel, Zale Filce, and Sam Chui
7. Non-resident volunteer firefighters continue to cover 6 hour shifts at the Sourdough Fire Station on Monday – Friday 7am – 7pm.
8. We continue our regular multi company fire and EMS training every Wednesday night and command training twice a month.
9. Our spring 2024 recruit firefighter academy is nearing completion. The academy is expected to be completed around July 1st.
10. We had seven of our members attend the DNRC CAT Camp June 8th and 9th In Helena. CAT Camp is an opportunity to gain experience and training in wildfire incidents. We sent both of our wildland fire apparatus (Brush 6 and Brush 6-1) with our members.
11. We hosted a mass casualty incident (MCI) simulation with our mutual aid partners on June 10th. Both Chris Dahlhauser and Mac Malone put in a great deal of planning for this training.
12. The Central Valley Fire District new fire chief is now in place. Jay Whittwer is the new chief.
13. The Big Sky Fire District had a new fire chief in place. Greg Megaard retired as fire chief at the end of May.
14. The fire district is continuing to be involved with an EMS discussion going on in Gallatin County.
15. I am still on the Board of Directors with Montana State Fire Chiefs Association as a combination section director.

16. I am still on the Montana State Fire Chiefs Wildland Fire Committee.
17. I continue to sit on the board of the Gallatin County Fire Council as Vice President. I also continue to chair the Gallatin County Fire Council communications committee.
18. Assistant Chief Dahlhauser continues to chair the training committee with the Gallatin County Fire Council.
19. I am still a Gallatin County Deputy Fire Warden as well as a Gallatin County Deputy Emergency Managements Officer.
20. Our ambulance transport plan is complete and we are actively transporting patients to the hospital. Income has begun to come in from Pintler Billing for our transports
21. We had no firefighter injuries in the Month of April.
22. All apparatus are in service.