1. PARTIES

The Montana Department of Corrections **(DEPARTMENT)** and Deer Lodge Rural Fire District **(DLRFD)** enter into this Memorandum of Understanding **(MOU15-Deer Lodge Fire)**. The parties' names, addresses, and telephone numbers are as follows:

Montana Department of Corrections
Montana State Prison
5 S. Last Chance Gulch
PO Box 201301
Helena, MT 59620-1301
(406) 444-3930

Deer Lodge Rural Fire District
301 Ranchview Ln.
Deer Lodge, MT 59722
(406) 431-2599

DEPARTMENT AND CONTRACTOR, AS PARTIES TO THIS MEMORANDUM OF UNDERSTANDING AND FOR THE CONSIDERATION SET FORTH BELOW, AGREE AS FOLLOWS:

2. DUTIES/RESPONSIBILITIES OF DEPARTMENT AND CONTRACTOR

The Deer Lodge Rural Fire District (DLRFD) shall, through its contract with the City of Deer Lodge:

A. Furnish equipment and personnel to control, suppress and fight fires of any description which occur within the boundaries of the Montana State Prison and Montana Correctional Enterprises property as dispatched through the Powell County 911 system, exclusive of fires within the secure wire portion of the Montana State Prison.

B. Provide on-site Incident Command until the event is complete. Deer Lodge Fire District shall maintain control and direction of its equipment and personnel during the incident.

C. Conduct an annual on-site training for the City of Deer Lodge Fire Department contracted volunteer firemen to familiarize responders to site structures, accesses, utility shutoffs, hydrants, mains, Prison firefighting equipment and firefighting procedures that may need to be used to protect buildings, equipment and natural resources. Similar on-site training shall be made available to the Race Track Fire District personnel for the Ranch Two facility and lands lying within the Race Track Fire District.

D. Coordinate fire hydrant flow test with City of Deer Lodge Fire Department as part of on-site training on hydrants located at Montana State Prison and other facilities on the property. Montana State Prison shall provide personnel and equipment to test the fire hydrants.

E. Recognize that Prison and Montana Correctional Enterprises policies and requirements may necessitate using firefighting procedures that differ from common practice in regards to security and natural resource protection.

F. Coordinate with City of Deer Lodge Fire Department and Race Track Fire Department as necessary through InterLocal Agreements to provide the services required under this Agreement.

Montana State Prison and Montana Correctional Enterprises will:

G. Provide documentation of the site's buildings and contents, access roads, hydrant, ponds, ditches, fire detection and suppression systems, monitoring services, and prison response procedures.

H. Invite Rural Fire District and contracted volunteer firemen to annual inspection and testing of Prison and Montana Correctional Enterprises fire suppression systems and equipment.

I. Help coordinate on-site training such as conducting walk-through inspections, especially of sensitive areas such as MCE buildings and secure facilities.

J. Solicit and note recommendations from the Rural Fire District or its contractors on prevention or response during on-site trainings.

K. Any response to a page for fire services will require that security personnel be made available to the firefighters upon entering upon Prison and MCE ground.

L. Implement emergency evacuation plan and direct emergency response traffic to incident as needed / possible.

3. COMPENSATION/BILLING/OUTCOMES

The DEPARTMENT shall compensate DLRFD for successful delivery of services (or goods), provided pursuant to Section 2, in the following manner:

A. Payment of **Five Thousand and 00/100 ($5,000.00)** shall be made to DLRFD by January 15, of each year, following receipt of a correct invoice.

B. The DEPARTMENT may withhold payments to DLRFD if DLFRD has not performed in accordance with the terms of this Memorandum of Understanding.

C. The Memorandum of Understanding number must be referenced on all invoices and correspondence pertaining to this Memorandum of Understanding.

4. TIME OF PERFORMANCE

This Memorandum of Understanding shall take effect upon final signature and shall terminate on **June 30, 2016** unless terminated earlier in accordance with the terms of this Memorandum of Understanding. This Memorandum of Understanding may, upon mutual agreement and according to the terms of the existing Memorandum of Understanding, be renewed for a period not to exceed a total of five (5) additional years.

Upon expiration of this Memorandum of Understanding, and in the absence of a new written agreement, the terms listed herein shall continue to govern the agreement between the parties until such time as a new Memorandum of Understanding is signed.

5. LIAISONS AND NOTICE

A. Leroy Kirkegard, Warden, 400 Conley Lake Rd. Deer Lodge, MT 59722, 406-846 1320 x.2200 and Gayle Lambert, Administrator, 350 Conley Lake Rd. Deer Lodge, MT 59722 406-846-1320 x.2373 or successor serves as DEPARTMENT liaison.

B. Martin J. Dippold, 301 Ranchview Ln., Deer Lodge, MT 59722, 406-431-2599 or successor serves as DLRFD's liaison.

C. All notices and invoices required in this Memorandum of Understanding shall be in writing, properly addressed to the liaison in (A) and (B) above, and mailed first-class, postage prepaid. All notices sent via U.S. Postal Service are deemed effective on the date of postmark. Notices and invoices mailed through another carrier (e.g., UPS or FedEx) are effective upon receipt.

6. AMENDMENTS

All amendments to this Memorandum of Understanding shall be in writing and signed by the parties.

7. INSURANCE

County shall procure and maintain, in full force and effect during the term of this agreement, insurance issued by a reliable company or companies with minimum personal injury limits of $750,000 per person and $1,500,000 per occurrence. County shall provide an officially executed copy of such insurance policy to State for review. Said insurance shall be in a form suitable to the State.

8. TERMINATION AND DEFAULT

A. The DEPARTMENT may, by written notice to DLRFD, terminate this Memorandum of Understanding in whole or in part at any time DLRFD fails to perform as required in this Memorandum of Understanding.

B. Either party may terminate this Memorandum of Understanding without cause by providing written notice to the other as described in this paragraph. The party desiring to terminate the Memorandum of Understanding shall provide written notice to the other, which notice will establish a termination date not less than thirty (30) days from the date of such notice.

9. INDEPENDENT CONTRACTOR

The Deer Lodge Rural Fire District, and its contractors and assigns are independent contractors providing services for the Montana State Prison and Montana Correctional Enterprises. Neither the Deer Lodge Rural Fire District, its contractors or assigns, nor any of their employees are employees of Montana State Prison or Montana Correctional Enterprises under this or any subsequent amendment to this contract unless otherwise expressed.

9. INTEGRATION

This Memorandum of Understanding contains the entire agreement between the parties and no statement, promises, or inducements made by either party or agents thereof, which are not contained in the written Memorandum of Understanding, shall be binding or valid. This Memorandum of Understanding shall not be enlarged, modified, or altered except upon written agreement signed by all parties to the Memorandum of Understanding.

10. SEVERABILITY

A declaration by any court, or any other binding legal source, that any provision of this Memorandum of Understanding is illegal and void shall not affect the legality and enforceability of any other provision of this Memorandum of Understanding, unless the provisions are mutually dependent.

11. COMPLETED MEMORANDUM OF UNDERSTANDING

The DEPARTMENT cannot disburse any payments under this Memorandum of Understanding until a fully executed original Memorandum of Understanding is returned to the Department of Corrections, Contracts Management Bureau, P.O. Box 201301, Helena, MT 59620-1301.

SIGNATURE

DEPARTMENT

WARDEN

Leroy Kirkegard, Warden
Montana State Prison

06/01/15
Date

DEER LODGE RURAL FIRE DISTRICT

Martin J. Dippold, V.P.
Deer Lodge Rural Fire District

6-3-15
Date

DEPARTMENT

Gayle Lambert, Administrator

Gayle Lambert, Administrator
Montana Correctional Enterprises

6/4/2015
Date

Approved for Legal Content by:

Legal Counsel
Department of Corrections

5-27-15
Date