FIRE SERVICES AGREEMENT 2015 - 2017

THIS AGREEMENT is made and entered into this 1st day of July, 2015, by and between the City of Boulder, Montana, P.O. Box 68, Boulder, Montana 59632, hereinafter called "City", and the Department of Corrections of the State of Montana., P.O. Box 201301, Helena, Montana 59620-1301, hereinafter called "Department".

In consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree as follows:

1. Purpose: The Department owns real property with a building thereon used for the Riverside Youth Correctional Facility (RYCF). The real property is in Jefferson County and outside of the city limits of the City of Boulder. The Department has requested that the City of Boulder provide fire protection services to RYCF.

2. Effective Date and Term: This Agreement is effective from July 1, 2015, through June 30, 2017, unless sooner terminated as provided in this Agreement.

3. Duties of the City: The City, through its volunteer fire department, shall provide usual fire protection services as available to residences, businesses and public buildings in the City, including fire control, fire investigation and response to emergency fire calls. Nothing in this Agreement shall be interpreted to prevent the City from otherwise providing fire protection services in the City or County.

4. Duties of the Department: The Department will maintain and operate RYCF in a manner that will reduce the risk of fire hazards and false alarms. The Department will promptly notify the City fire department of all fires, explosions and hazardous conditions.

5. Limitations on Services: The Department is aware that the City of Boulder is a city of the third class with fire protection provided by a volunteer fire department. The City will endeavor to provide the same level of service to RYCF as to residences, businesses and public buildings in the City. However, nothing in this Agreement shall be construed as requiring the City to procure additional equipment or personnel to serve RYCF.

6. Compensation: The Department shall pay the City the sum of $1,500.00 for each fiscal year by July 1, 2015, and July 1, 2016.

7. Agency Assistance: To the extent possible, the City will use its own equipment in providing the services under this Agreement. If necessary, the City may use the Department's equipment to perform the purposes of this Agreement.

8. Liaisons and Notice:

For the City: Mayor Gary Craft, or his successor; P.O. Box 68, Boulder, MT 59632; phone 225-3381.

For the Department: Daniel Kissner, or his successor; 3700 Highway 69, Building 13; P.O. Box 88, Boulder, MT 59632; phone 225-4501.

All notices and invoices required under this Agreement shall be in writing, addressed to the liaisons noted above, and hand delivered or sent by U.S. Mail, postage prepaid.

9. Ownership and Publication of Materials. All materials developed or utilized in performing the services set forth in this Agreement are public records. Both parties are entitled to copies of such materials.

10. Compliance with Workers Compensation Act. The volunteer firefighters who will be performing services under this Agreement are covered by the City's workers compensation insurance policy through the Montana Municipal Insurance Authority.

11. Insurance. The City will maintain liability insurance for all covered occurrences which may arise from providing services under this Agreement. The City and the volunteer firefighters who will be performing services under this Agreement are covered by the City's liability insurance policy through the Montana Municipal Insurance Authority. The City will provide a certificate of insurance to the Department. The City will inform the Department of any material change in insurance coverage, such as changes in limits, coverages and policy status.

12. Access and Retention of Records: The City agrees to provide the Department, the Legislative Auditor, or their authorized agents with access to any records necessary to determine contract compliance. (ref. 18-1-118, MCA). The City agrees to create and retain all records supporting the services rendered for a period of three years after either the completion date of this Agreement, or the conclusion of any claim, litigation or exception relating to this Agreement taken by the State of Montana or a third party.

13. Public Information: The City recognizes that this Agreement may be subject to public inspection pursuant to Article 2, Section 9, of the Montana Constitution. The City waives any objection to inspection of this Agreement insofar as it may be disclosed as a public document.

14. Amendments: All amendments to this Agreement shall be in writing and signed by the parties hereto.

15. The City will, in performance of this Agreement, comply with all applicable federal, state or local laws, rules and regulations, including the Montana Human Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the City subjects subcontractors to

these same provisions.

16. Termination. Either party may terminate this Agreement without cause upon thirty days written notice to the other.

17. Modification and Assignability: This document contains the entire agreement between the parties and no statements, promises or inducements made by any party or agents of either party, which are not contained in this written Agreement, may be considered valid or binding. This Agreement may not be enlarged, modified or altered except by written agreement signed by all parties hereto. This Agreement may not be subcontracted or assigned without the prior written consent of all parties hereto.

18. Severability. If, for any reason, any provision of this agreement is held invalid, all other provisions of this agreement shall remain in effect.

19. Litigation and Venue: This Agreement and any extensions hereof shall be governed and construed in accordance with the laws of the State of Montana. Venue to resolve any disputes arising from this agreement shall be in the courts of Jefferson County, Montana.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

Department of Corrections,
Youth Services Division

By: _____
Administrator

Date: 5-27-15

Legal Approval:

_____
Legal Counsel, Dept. of Corrections

Date: 5-20-15

City of Boulder

By: _____
Gary Craft, Mayor

Date: 6/15/15

_____
Steven J. Shapiro, City Attorney

Date: June 16, 2015