

INTERLOCAL AGREEMENT for FIRE SAFETY SERVICES

THIS INTERLOCAL AGREEMENT is made and entered into this 1st day of July, 2014 by and between MONTANA STATE UNIVERSITY, Bozeman, Montana, hereinafter referred to as "MSU" and the CITY OF BOZEMAN, Bozeman, Montana, hereinafter referred to as "CITY".

WHEREAS, in accordance with the previously accepted recommendations, it is in the interest and the intent of MSU to provide support for the employment of additional CITY firefighting personnel so that Fire Station No. 2 can be operated on a full-time basis which will enhance the level of fire safety for MSU; and

WHEREAS, Section 7-11-101 et seq., MCA provides that one or more public entities may agree to participate in the provision of any service;

NOW, THEREFORE, the Parties agree as follows:

1. Purpose. The purpose of this agreement is to provide safety protection services in the area served by Fire Station No. 2.
2. Duration. The term of this agreement shall be from July 1, 2014 through June 30, 2015. This agreement shall expire on June 30, 2015, unless extended by mutual written agreement of the parties. This agreement may be extended by the mutual consent of both parties for one (1) year at a time.
3. Safety Services. The CITY will continue to employ sufficient personnel to operate Station No. 2 in such a manner as to provide service to its first call area on a fulltime basis.

Personnel at Station No. 2 will:

- a. Provide fire protection, emergency medical, and hazardous materials response services;
 - b. Upon reasonable request of MSU, provide Uniform Fire Code inspections and other fire prevention activities, including staff training, escape routes, drill procedures, facility and equipment recommendations, facility pre-planning tours and similar activities on campus; and
 - c. Prior to the fall opening of the MSU Residence Halls, cooperate with MSU personnel in the annual Fire Safety and Evacuation Seminar for all residence life personnel.
4. Payment. During the term of this agreement, MSU and the City shall contribute equally to the cost of wages, benefits and retirement contributions for those personnel operating Station No. 2, as well as toward the costs of utilities and capital improvements, as set forth in Exhibit A, attached hereto and incorporated herein by reference. Payment for MSU's FY 2015 contribution in the amount of \$136,039.50, shall be paid to the City of Bozeman by November 30, 2014.
 5. Renewal. To accommodate a timely renewal of this agreement, on or before April 1, of each succeeding year, the CITY shall submit to MSU an OPERATIONS COST PROPOSAL for the next fiscal year for Station No. 2.
 6. Termination. The parties may terminate this agreement prior to its June 30, 2015 expiration by mutual agreement in writing.

7. Indemnification. Montana State University agrees to indemnify, hold harmless and defend the CITY and its officers, agents and employees against any and all actions, suits, claims, demands, costs, judgments, expenses (including reasonable attorney's fees), and liability of any character whatsoever brought or asserted by a person, persons, property, business or any other entity, arising out of or resulting from or in connection with the performance of this agreement, provided however, that such claims, damages, losses and expenses are caused by the negligent acts, intentional tortuous acts, errors or omissions of MSU, its employees, agents, or assigns.
8. Separate Legal Entity; Administration. There shall be no separate legal entity created as a consequence of this agreement. Administration of this agreement will be the responsibility of the Bozeman Fire Department.
9. Property. This agreement does not contemplate the acquisition of real or personal property.
10. Headings. The section headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this agreement.
11. Entire Agreement. This agreement constitutes the entire agreement between the parties. No alterations, modification or additions to this agreement shall be binding unless reduced to writing and signed by the parties. No covenant, term or addition to this agreement shall be deemed waived by either party unless such waiver shall be reduced to writing and signed by the parties.
12. Amendments. The terms and conditions of this agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto. No oral modification shall be enforceable.
13. Severability. If any portion of this agreement is declared invalid, it is the parties' intent that the remaining portions of the agreement be given effect without the invalid portion, so long as the intent and the payment for services under the agreement are not thereby affected.
14. Recordation. MSU shall file this agreement with the Gallatin County Clerk and Recorder and the Montana Secretary of State as required by M.C.A. 7-11-07. Costs of recording shall be the responsibility of MSU.

IN WITNESS WHEREOF, the parties have entered into this agreement on the date first above written.

Robert V. Lashaway, AVP University Services

Date

Chris Kukulski, City Manager
CITY OF BOZEMAN

Date

EXHIBIT A**FY 2015 COST OF SERVICES****1. Wages, Benefits and Retirement**

Personnel base Salary/month

Captain	\$ 5,788
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First Class	\$ 5,039
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Confirmed	<u>\$ 4,537</u>
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SUBTOTAL	\$ 15,364
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(Average monthly base salary: \$5,121)

Total annual base salary (\$5,121 x 3 firefighters x 12 months):	\$184,356
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Retirement contribution (\$184,356 x .1951):	\$ 35,968
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Health Insurance (\$480/mo. X 3 firefighters x 12 months):	<u>\$ 17,280</u>
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TOTAL cost of wages, retirement, and benefits:	<u>\$237,605</u>
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2. <u>Capital purchases</u>	\$ 6,550
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3. <u>Utilities, phone repair, maintenance</u>	<u>\$ 12,525</u>
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SUBTOTAL	\$256,679
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6% administrative fee	<u>\$ 15,400</u>
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TOTAL	\$272,079
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MSU's 50% share:	\$136,039.50
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