

Return to:

Tom Halvorson, Civil Attorney  
Richland County  
201 West Main Street  
Sidney, MT 59270

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## Fire Marshal Interlocal Agreement

### 1. Parties and Date

AGREEMENT made and entered into this 19<sup>th</sup> day of September, 2022 between RICHLAND COUNTY, MONTANA, a political subdivision and body politic and corporate of the State of Montana, 201 West Main Street, Sidney, Montana 59270, CITY OF SIDNEY, MONTANA, a municipal corporation and a political subdivision of the State of Montana, 115 Second Street SE, Sidney, Montana 59270, and KALE RASMUSSEN, 1105 3rd Street NW, Sidney, Montana 59270,.

WITNESSETH:

### 2. Recitals

A. Government agencies are authorized by Section 7-11-104, M.C.A. to enter interlocal agreements for the purpose of the provision or maintenance of a public project or service.

B. The parties have determined that it is in their best interests and the interests of the citizenry and public for the County to contract for fire marshal services by the City's fire marshal on a permanent basis.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, and agreements hereinafter set forth, the parties recite their agreement as follows:

### 3. Fire Marshal Services

The parties mutually agree that:

A. **Term.** The term of this agreement shall be from its date into the future indefinitely, with retroactive effect to May 1, 2019. Notwithstanding the term, this agreement may be terminated for convenience and without cause by any party upon a 30-day written notice. During the 30 days, all parties shall be obligated to continue to perform their respective duties.

B. **Scope of Agreement.** The scope of this agreement shall cover only the following areas of service:

1. Duties of local government fire officials and local fire authorities relating to fire preventing and investigation prescribed in § 23.12.402, A.R.M. as revised, amended, updated, or replaced.
2. Enforcement of fire codes, ordinances, and standards
3. Public education relating to fire

4. Fire investigations
5. Reviews plans for subdivisions, site developments, new construction relating to fire protection systems and accessibility for firefighting personnel and equipment
6. Technical plan review for subdivision development to address fire department concerns
7. Meets with citizen groups, organizations, contractors, architects, engineers, and developers, as requested
8. Maintains records related to:
  - a. Fire losses
  - b. Inspections
  - c. Investigations
  - d. Fire deaths and injuries
9. Identifies resource and training needs for firefighting personnel

**C. Provision of Services.** Within the term and scope defined above, the City's Fire Marshal shall serve as the Fire Marshal for Richland County.

**D. Relationship of Parties.** Nothing contained in this agreement shall be deemed or construed either by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venture, or other association between the County and the City. The City and County remain simply local governments contracting under the Interlocal Cooperation Act, Title 7, Chapter 11, Part 1. The City's building official shall remain an employee only of the City and not of the County. The City shall be responsible for: (1) making payroll to the building official, (2) paying the building official the official's compensation, (3) withholding payroll taxes, (4) paying employer's payroll taxes, (5) providing workers compensation, (6) providing any medical insurance, (7) providing any retirement contributions, (8) providing any other employment benefits, (9) indemnifying the County for liability arising from the wrongs, acts, negligence, errors, or omissions of the building official, (10) maintaining liability insurance, (11) making reports of retirement system contributions, and (12) payment of retirement system contributions.

#### **4. Compensation**

The compensation to the Fire Marshal shall be as negotiated and agreed between the City and the Fire Marshal. The City shall be fully responsible for this compensation.

#### **5. Declarations required by § 7-11-105**

**A. Term.** The duration of this agreement has been set forth above.

**B. No Separate Entity.** No separate legal entity is created by this agreement.

**C. Purpose.** The purpose of this contract is to make the most efficient use of the powers of each of the parties by cooperating with each other on a basis of mutual advantage and thereby to provide services in a manner and pursuant to forms of governmental organization that will accord best with economic and other factors influencing the needs of local communities for the best

service to the public relating to fire marshal services.

**D. Special Financing.** No separate, special, or additional budgeting or financing is needed.

**E. Acquisition and Disposition of Property.** The parties incorporate herein by reference the Interlocal Agreement (Fire Response Facility) and Mutual Aid Agreement for Firefighting Services between the parties dated September 5, 2017. Richland County provides the computer at the fire response facility used in connection with this agreement, and the City provides the computer at the city hall.

**F. No Joint Administration.** No joint administrator or board is being established for the undertaking.

**G. Reports and Retirement Contributions.** The contracting party responsible for reports and payment of retirement system contributions pursuant to Section 19-2-506, M.C.A. is the City.

**H. Special Employment.** This agreement does not provide for, require, or contemplate the employment of a teacher or specialist under 20-4-201, a superintendent under 20-4-401, or a professional person licensed under Title 37.

## 6. Required Filing

The County shall file this agreement with the Richland County Clerk and Recorder and Montana Secretary of State pursuant to Section 7-11-107, M.C.A.

## 7. Miscellaneous Provisions

**A. Notices.** Any notice or communication with respect to this Agreement shall be deemed sufficiently given if sent by registered or certified mail, postage prepaid and properly addressed as follows:

COUNTY: Board of County Commissioners  
201 West Main  
Sidney, Montana 59270

CITY: Mayor and Council  
115 Second Street SE  
Sidney, Montana 59270

RASMUSSEN: Kale Rasmussen  
1105 3rd Street NW  
Sidney, MT 59270

and shall be deemed to have been delivered as of four (4) days following the date so mailed. Either party may change its address for the purposes of this paragraph by giving notice of the change to the other party in the above-described manner for giving notice.

**B. Merger and Entire Agreement.** The results of all negotiations to the execution of this agreement to the extent that agreement was reached are expressed in this agreement. This agreement embraces and includes the entire transaction between the parties. There have been no representations, covenants, conditions, warranties, or agreements between the parties except those expressed in this agreement.

**C. Modifications.** No modification of this agreement may be effective for any purpose unless the modification shall be memorialized in a signed and notarized written agreement entered by all parties.

**D. Counterpart Execution.** This agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. The counterparts of this agreement may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

**E. Freedom of Information.** Rasmussen acknowledges that the City and County must comply with the public's right to know, freedom of the press, freedom of information laws, and related laws, and might need to disclose information relating to this agreement unless a relevant exemption applies.

**F. Severability.** If any term or provision of this agreement shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this agreement shall not be affected thereby, and each term and provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.

**6. Execution and Acknowledgment**

IN WITNESS WHEREOF, the parties have executed this instrument this 19<sup>th</sup> day of September, 2022.

( seal )

RICHLAND COUNTY, MONTANA

By

Shane Gorder  
SHANE GORDER, Chairman  
Board of County Commissioners

ATTEST:

Stephanie Verhassel  
STEPHANIE VERHASSELT  
County Clerk

( seal )

CITY OF SIDNEY

By

\_\_\_\_\_  
RICK NORBY, Mayor

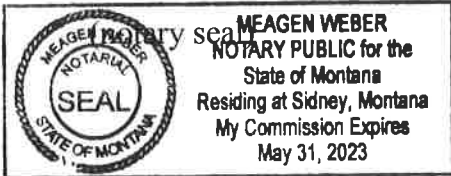
ATTEST:

\_\_\_\_\_  
JESSICA CHAMBERLIN  
City Clerk

\_\_\_\_\_  
KALE RASMUSSEN, Fire Marshal

STATE OF MONTANA )  
 ) ss.  
County of Richland )

On this 19 day of September, 2022, before me, the undersigned Notary Public for the State of Montana, personally appeared SHANE GORDER, Chairman of the Board of County Commissioners of Richland County, Montana, and STEPHANIE VERHASSELT, County Clerk and Recorder of Richland County, Montana, to me personally known, and who did each acknowledge to me that they did respectively execute the within instrument by authority of the order of the Board of County Commissioners duly made and entered.



Meagen Weber  
Notary Public for the State of Montana, residing at  
Sidney, Montana. My commission expires:  
May 31, 2023.

STATE OF MONTANA )  
 ) ss.  
County of Richland )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned Notary Public for the State of Montana, personally appeared RICK NORBY, Mayor of Sidney, Montana, and JESSICA CHAMBERLIN, Clerk of Sidney, Montana, to me personally known, and who did each acknowledge to me that they did respectively execute the within instrument by authority of the order of the City Council of the City of Sidney duly made and entered.

(notary seal)

\_\_\_\_\_  
Notary Public for the State of Montana, residing at  
Sidney, Montana. My commission expires:  
\_\_\_\_\_.

STATE OF MONTANA )  
 ) ss.  
County of Richland )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned Notary Public for the State of Montana, personally appeared KALE RASMUSSEN, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

(notary seal)

\_\_\_\_\_  
Notary Public for the State of Montana, residing at  
Sidney, Montana. My commission expires:  
\_\_\_\_\_.