

**RESOLUTION NO. 4112**

**A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO A MUTUAL AID AGREEMENT FOR AMBULANCE SERVICES.**

*WHEREAS*, the City of Miles City operates an ambulance service, and desires to enter into a mutual aid agreement with surrounding services which governs the exchange of equipment, supplies, and employees during emergency or disaster situations;


*AND WHEREAS*, the City deems such cooperation with regional ambulance services to be a benefit to the City of Miles City and its residents;

*NOW THEREFORE BE IT RESOLVED* by the City Council of Miles City, Montana, as follows:

1. The “2017 Mutual Aid Agreement” between the City, Fallon County EMS, Garfield County Volunteer Ambulance Service, Jesse Ambulance Service, Prairie County EMS, and Rosebud County Ambulance, attached hereto as Exhibit “A”, and made a part hereof, is hereby approved and adopted by this Council.

2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said Agreement on behalf of the City of Miles City and bind the City of Miles City thereto; and

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, AT A DULY CALLED MEETING THIS 10<sup>TH</sup> DAY OF OCTOBER, 2017.**

  
\_\_\_\_\_  
John Hollowell, Mayor

ATTEST:

  
\_\_\_\_\_  
Lorrie Pearce, City Clerk

2017

# Mutual Aid Agreement

Custer County/Miles City EMS

Fallon County EMS

Garfield County Volunteer Ambulance Service

Powder River County EMS:  
(Jesse Ambulance Service)

Prairie County EMS

Rosebud County Ambulance

## AGREEMENT SIGNATURE PAGE

This agreement is between the City of Miles City, Fallon County EMS, Garfield County Volunteer Ambulance Service, Prairie County EMS and Powder River County EMS/Jesse Ambulance Service, and Rosebud County Ambulance; allowing for an exchange of equipment, supplies and manpower during emergency or disaster situations.

### **STATEMENT OF INTENT: I.C.S.**

It is the specific intent of those representatives who comprise this Mutual Aid Agreement that an effective Incident Management System shall be in use at the scene, when the requested assistance arrives. While operational coordination and effectiveness are often considered to be the primary objectives of an incident management system, the safety aspects of a functional command structure are recognized by the same representatives. Furthermore, the intent shall be construed to be the use, at the scene, of any of the existing recognized systems, and shall be in accordance with N.F.P.A. 1561, *The Standard on Fire Department Incident Management Systems*, 1995 Edition and as updated.

### **STATEMENT OF INTENT: PROCEDURE TO REQUEST ASSISTANCE**

It is the specific intent of those representatives who comprise this Mutual Aid Agreement that the preferred method of requesting assistance from other Agencies in the agreement, shall be: *The request will come from the most senior Officer available in the requesting Agency, directed to the most senior Officer available of the agency being asked to assist.* The medium of communication for this request shall be via telephone call to the Dispatch Center of the requested Agency. It shall be their duty to contact the appropriate officers in that agency. Each respective agency shall maintain an up to date listing of the proper dispatch information at that dispatch center. If this method is unsuccessful, direct notification of the individual officers is advised.

To complete the communication cycle, the dispatch center for the assisting entity, shall, after notification of the most senior officer available, relay their response via telephone call to the dispatch center of the requesting agency. This communication relay should convey an affirmative or negative response, the ability to meet the specific requested assistance, and the estimated time of arrival.

# DISPATCH CENTER TELEPHONE NUMBERS

MILES CITY:	Dispatch 406-233-3411	Station 406-232-2235
Fallon County EMS:	Dispatch 406-778-2204	
Garfield County Volunteer Ambulance	Dispatch 406-977-9754	
Powder River County EMS:	Dispatch 406-436-2051	
Jesse Ambulance Service	Dispatch 406-635-5738	
Prairie County EMS	Dispatch 406-635-5738	
Rosebud County Ambulance	Dispatch 406-346-2715	Station 406-346-7968

## STATEMENT OF INTENT: SPECIFIC LIMITATIONS

It is the specific intent of those representatives who comprise this Mutual Aid Agreement, that the following list be considered as a guideline, and in general viewed as a maximum amount of resources available from each respective agency. It is understood that each incident will vary, however, each entity has a primary duty to protect life and property in their own jurisdiction, and must maintain their basic strengths accordingly.

- **Miles City –**
  - One (1) ALS ambulance
  - Two (2) BLS ambulances
  - One (1) Rescue Engine with hydraulic tools and ALS equipment
- **Fallon County –**
  -
- **Garfield County –**
  -
- **Powder River County (Jesse) –**
  - One (1) BLS ambulance
  - One (1) Rescue truck from Powder River County
- **Prairie County EMS –**

- Two (2) BLS Ambulances
- **Rosebud County Ambulance –**
  - Two (2) ALS Ambulances, one with hydraulic tools
  - One (1) BLS Ambulance
  - One (1) ALS quick response unit

#### **STATEMENT OF INTENT: PERIODIC UPDATE**

It is the specific intent of those representatives who comprise this Mutual Aid agreement, that all necessary information be maintained in an up-to-date form. Periodic updates will be mailed to a designated member of each agency and should be completed in a timely manner, then mailed back to the sender who will collate, duplicate, and return them to each agency. This will allow access to the most current information, or changes to each entity. It will be the responsibility of that same designated member of each agency to distribute the current version to the proper locations. Should a change in the designated member occur, it will be detailed on this same update form. The following is a list of those persons designated:

#### **MILES CITY FIRE-RESCUE**

406-232-2235 station

406-232-3411 dispatch (24 hour)

Primary Radio Frequency – 154.445

1. Gary Warren, Fire Chief  
 440-781-2793 cell  
 406-234-2235 station  
 406-874-8650 office  
 406-874-8666 fax  
 gwarren@milescity-mt.org

2. Branden Stevens, Battalion Chief  
 406-853-3307 cell  
 406 -234 -2235 station  
 406-874-8651 office  
 bstevens@milescity-mt.org

3. Mike Miller, Captain  
 406-853-5443 cell  
 406-234-2235 station  
 406-874-8656 office  
 mmiller@milescity-mt.org

4. Matthew Spiess, Captain/Fire Prevention  
 406-234-2235 station  
 406-874-8652 office  
 mspiess@milescity-mt.org

5. Ed Kanduch, Captain/Paid-On-Call Coordinator  
 406-544-9811 cell  
 406-234-2235 station  
 406-874-8652 office  
 ekanduch@milescity-mt.org

- Fallon County –
  - Lisa Mitchell, EMS Director  
 13 N. Fallon Avenue  
 Baker, MT 59313  
 406-778-2204 office  
 406-939-4410 cell  
 fcemts@midrivers.com
- Garfield County –
  - Garfield County Volunteer Ambulance Service  
 P.O. Box 6  
 Jordan, MT 59337
- Jesse Ambulance –
  - Dick Jesse, Owner  
 P.O. Box 41  
 Broadus, MT 59317
- Prairie County –
  - \_\_\_\_\_, Emergency Services Coordinator/EMS  
 217 West Park Street  
 P.O. Box 126  
 Terry, MT 5934  
 406-635-5738  
 406-851-1599 cell  
 406-635-4126 fax
- Rosebud County –
  - Keith Raymond, Director  
 1165 Front Street  
 Forsyth, MT 59327  
 605-390-3695 Cell  
 406-346-7968 Station  
 406-346-2715 Dispatch

kraymond@rosebudcountymt.com

### **TERM**

A. This agreement shall become effective upon its adoption by resolution of the agreeing parties, and shall remain in effect until terminated by the parties involved.

B. Any governing body may withdraw from, and terminate, this agreement by giving at least sixty (60) days advance written notice to the other parties indicating the party's election to terminate. This agreement shall terminate upon the date stated in such written notice of election to terminate, but, in no case, less than sixty (60) days after the date of such notice is given. Notice is deemed given upon its deposit in the United States mail addressed to the other parties with sufficient prepaid postage attached.

C. This agreement may be amended only by written instrument executed by all parties to this agreement and approved by the governing body of each party.

### **REIMBURSEMENT**

#### **A. Fuel and Reasonable Welfare Items**

1. The requesting party, at its expense, shall provide fuel, lubricants, food, hydration, and shelter for the responding parties.

A.) Beyond the second hour to a response the requesting party is obligated to reimburse the responding party for all financial obligations incurred by the responding party that are directly related to an incident.

2. The responding party may elect not to be reimbursed for any, or specific, incurred expenses.

#### **B. Billing for Services Provided**

1. When, in the course of an EMS incident, an ambulance transport in which the patient requires a level of care not provided by the initiating ambulance provider, the initial transport agency may request assistance from a second ambulance provider, which is able to provide a higher level of care.

a. This shall facilitate a paramedic intercept in which the Paramedic will board the requesting agency's ambulance and provide the Advanced Life Support/Paramedic assessments and interventions throughout the remaining transport.

- i. The primary ambulance provider will bill the patient and/or their insurance carrier(s) for the ALS transport, mileage and all applicable supplies and services. The secondary ambulance will forego any billing to the patient and/or the patient's insurance. The primary ambulance service will pay the secondary ambulance service a flat fee based on their usual and customary rates.
- b. This may also facilitate an ALS Rendezvous in which the primary ambulance begins a transport and has a rendezvous with a second service provider. At the point of the rendezvous with the primary ambulance provider, the patient will be placed into the second ambulance for the completion of the transport to the healthcare facility.
  - i. In this instance, the second ambulance provider will bill the patient and/or their insurance carrier(s) for the transport, mileage and any applicable supplies and services. The second ambulance will pay the first ambulance for their part of the transport based on their usual and customary rates.

### **RESPONSIBILITY AND LIABILITY**

#### **A. Preparedness and Safety**

1. Each party shall be responsible to see that its own equipment is properly maintained, safely operated and personnel are properly trained.
2. Responding party will not be required to take action where the safety of personnel and equipment is in question. The person in command and control of the personnel and equipment for the responding party shall have sole discretion to make this determination.
3. Personnel of the responding party shall be considered to be acting under the lawful orders and instructions of their entity to and from the incident scene. They are not considered personnel or employees of the requesting party while responding to the scene or returning from the scene.

#### **B. Insurance and Damages**

1. The responding party shall remain responsible for all financial obligations relating to their personnel and equipment while responding to assist and assisting the requesting party for the initial two (2) hours of response to an incident. These financial obligations shall include, but not be limited to, liability insurance, workers compensation, wages, equipment costs, etc.



2. For purposes of workers compensation coverage, if a person is an employee of the responding party that responds to a request for assistance from the requesting party and the person sustains injury in the course of providing the requested assistance, the person is entitled to all applicable benefits, including worker's compensation benefits, normally available to the person as an employee of the responding party.

3. Liability and immunity shall be as provided for in MCA 10-3-912 and as updated.

### **CONFIDENTIALITY**

All ambulance service providers that are a party to this agreement, their employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of any party to this agreement, divulge or disclose, or communicate in any manner, any information that is proprietary to any party to this agreement. All parties to this agreement, their employees, agents, and/or representatives shall protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this agreement.

### **INDEMNIFICATION**

All parties to this agreement agree to indemnify and hold harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgements that may be asserted against another party to this agreement, that may result from the acts or omissions of another party to this agreement, their employees, agents, and/or representatives.

### **GOVERNING LAW**

This agreement shall be construed in accordance with the laws of the State of Montana.

### **AGREEMENT SIGNATURE PAGE**

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City or Town of: **MILES CITY, MONTANA**

Signature:  Title: Mayor

Attest:  Title: City Clerk

Date: 10/10/17

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**City of: MILES CITY, MONTANA**

Signature: [Signature] Title: MAYOR

Attest: [Signature] Title: City Clerk

Date: 10/11/17

**Jesse Ambulance Service: BROADUS, MONTANA**

Signature: [Signature] Title: Owner

Attest: [Signature] Title: MANAGER

Date: 12/20/17

**County of Rosebud: FORSYTH, MONTANA**

Signature: [Signature] Title: DES Director

Attest: [Signature] Title: Fire Chief MCFR

Date: 3-21-18

**County of: PRAIRIE, MONTANA**

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Attest: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

**County of: FALLON, MONTANA**

Signature: [Signature] Title: EMS Director.

Attest: [Signature] Title: Fire Chief MCFR

Date: 9-7-18

Jesse Ambulance Service: **BROADUS , MONTANA**

Signature: Richard Jesse Title: Owner

Attest: Shane m cpa Title: MANAGER

Date: 12/20/17

County of Rosebud: **FORSYTH, MONTANA**

Signature: Kahmann Title: DES Director

Attest: Paul Title: Fire Chief MCFD

Date: 3-21-18

County of Fallon: **BAKER, MONTANA**

Signature: Lisa Mitchell Title: EMS Director.

Attest: Paul Title: Fire Chief MCFD

Date: 9-7-18

County of Garfield: **JORDAN, MONTANA**

Signature: De Regina Title: Director

Attest: Clay Title: AEMT

Date: 01/17/2018

City or Town of: **MILES CITY, MONTANA**

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Attest: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

Jesse Ambulance Service: **BROADUS , MONTANA**

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Attest: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

County of Rosebud: **FORSYTH, MONTANA**

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Attest: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

County of Fallon: **BAKER, MONTANA**

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Attest: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

County of Garfield: **JORDAN, MONTANA**

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Attest: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

County of: **PRAIRIE, MONTANA**

Signature: Todd Dink Title: chair, commission 7/3/18

Attest: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_