

**HYALITE RURAL FIRE DISTRICT
BOARD OF TRUSTEES PUBLIC MEETING
SYNOPSIS**

DATE: AUGUST 3, 2018 TIME: 7:00 p.m.
 LOCATION: Sourdough Fire Station, 4541 S. 3rd Rd.
 BY: Hyalite Rural Fire District Board of Trustees

In compliance with [MCA 2017 2-3-212](#), the minutes of HRFD Board of Trustees open public meetings are comprised of an audio recording and a written synopsis. The audio recording is designated as the official record of a meeting, and is available to the public at www.hyalitefire.org/board-meeting-minutes/ or at the Hyalite Rural Fire District Administrative Offices, 4541 S. 3rd Rd., Bozeman, MT, during its standard business hours. The written synopsis serves to assist the public in accessing portions of the audio recording.

TRUSTEES IN ATTENDANCE:

Justin Miller, Trustee
 Nick Shrauger, Trustee
 Walt Zidack, Treasurer

Not in attendance:
 Pete Geddes, Chair
 Chuck Tate, Secretary and Vice Chair

STAFF IN ATTENDANCE:

Jason Revisky, Fire Chief
 Lonna Braverman, Administrative Assistant

PUBLIC IN ATTENDANCE:

Jim Doar
 Steve White
 Pat Wilson

0:00:00	
0:00:11	CALL TO ORDER OF HYALITE RURAL FIRE DISTRICT Trustee Zidack called the meeting to order and reminded the public that the meeting was being recorded.
0:00:28	PUBLIC COMMENT ON MATTERS NOT INCLUDED IN THE AGENDA Trustee Zidack called for public comment on matters not included in the agenda. There was no public comment.

	REGULAR AGENDA
0:00:34	<p>Discussion and Decision – Agreement between Hyalite Fire District and Gallatin County for a temporary duty assignment within the 911 Dispatch Center</p> <p>The current 911 Director, Captain Jim Anderson, is temporarily unavailable to serve in the role. Gallatin County has asked that Hyalite Fire Chief Jason Revisky temporarily fill that role until Captain Anderson returns to work.</p> <p>Jim Doar, Gallatin County Administrator, appreciates the opportunity to borrow Chief Revisky to fill the role.</p> <p>Trustee Shrauger asked if the Chief would be doing both jobs during the time of this temporary assignment or if Assistant Fire Chief Brian Nickolay would be taking over Chief responsibilities. Chief Revisky responded that the Assistant Fire Chief has the authority of the Fire Chief when the Fire Chief is absent. Furthermore, the County understands that Chief Revisky may need to attend to Fire District duties, such as some fire and emergency calls and other District duties. Jim Doar added that paragraph 1.C. of the Memorandum of Agreement addresses the issue. Chief Revisky also stated the Fire District has a Command Officer on duty at all times (24x7).</p>
0:06:00	<p>Trustee Zidack pointed out that the County will reimburse the Fire District for the cost of Chief Revisky’s wages, benefits, and associated costs for Chief Revisky’s 911 Center-related services. Also, the agreement is for a term of 30 days, and may be extended by mutual agreement of the Fire District and Gallatin County.</p>
0:07:00	<p>Trustee Shrauger asked if an extension beyond the 30 day agreement would require another meeting to agree on an extension. Steve White (County Commissioner) stated the Hyalite Fire Board of Trustees would need to vote on an extension beyond the initial 30 days. The County Commission would also need to agree on an extension. He also stated any extension would likely be a very short period.</p>
0:10:40	<p>Trustee Shrauger asked if Captain Anderson is currently full-time Director or Interim Director while a search is made for a permanent Director. Steve White indicated Captain Anderson began as Interim Director, but now considered “long-term interim” Director – he is still a member of the Gallatin County Sheriff’s Office. There is no ongoing search for a permanent director, since Mr. Anderson is expected to continue in the role long term.</p> <p>Jim Doar indicated the County has moved up filling the 911 Center Operations Director position from January 1, 2019 to October 1, 2018. This will be number two position, reporting to the Director. He indicated that person would assume direction of the 911 Center if Captain Anderson is not available for whatever reason.</p> <p>Steve White indicated Jason will be serving in an executive position, since he has experience with the 911 Center “A Board”.</p>
0:14:35	<p>Motion: Trustee Shrauger made motion to approve the Memorandum of Agreement between Gallatin County and the Hyalite Rural Fire District, as written.</p>

	<p>Seconded: Trustee Miller seconded the motion. Vote: Unanimous. [Trustees Geddes and Tate not present]</p>
0:14:58	<p>ANNOUNCEMENTS The next regular Board of Trustees meeting is scheduled for Tuesday, August 14, 2018.</p> <p>Chief Revisky reiterated that his work at the 911 Center will be primarily project management and oversight, not the day-to-day operations of the Center. He is communicating regularly with HFD staff and participating in HFD operations, such as training.</p>
0:19:05	<p>MEETING ADJOURNED</p>

**MEMORANDUM OF AGREEMENT
BETWEEN GALLATIN COUNTY AND HYALITE RURAL FIRE DISTRICT**

This Memorandum of Agreement (“Agreement”) is made and entered between:

Gallatin County (the County), a political subdivision of the State of Montana with address of 311 West Main Street, Bozeman, MT and Hyalite Fire District (Fire District), a duly formed fire district with mailing address of 4541 South 3rd Ave., Bozeman, MT 59715.

WHEREAS, on behalf of the County, the County Commissioners have authority to “employ such persons as it deems necessary in the performance of its duties” under MCA §7-5-2107; and

WHEREAS, the interim director of 911 services is currently unable to perform his duties; and

WHEREAS, the County Commissioners deem it necessary to contract for the services of the Hyalite Fire District Fire Chief Jason Revisky to act in an interim capacity to oversee and operate 911 services; and

WHEREAS, a Fire Chief serves under the direction of the fire district’s board of trustees under MCA §7-33-2001(3).

NOW, THEREFORE, in consideration of the mutual agreements between the Fire District and the County, it is agreed as follows:

1. RESPONSIBILITIES

- A. The County contracts, with the approval of the Fire District, for services of Hyalite Fire District Chief Jason Revisky to act as Interim Director of Gallatin County 911 Services beginning on the date of execution of this agreement.
- B. During the Term of this Agreement, Chief Revisky will perform all duties associated with director of 911 Services.
- C. The County agrees that Chief Revisky, at his discretion, may respond to emergencies in the Hyalite Fire District.
- D. The County will reimburse Fire District for wages, benefits, and associated costs for Chief Revisky while he acts as Interim Director, during which time Chief Revisky will not be acting on behalf of Hyalite Fire District.
- E. On the date of expiration or termination of this Agreement, the parties agree that any wages, benefits, and associated costs owed to Fire District will be prorated.

- F. Fire District agrees to indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all loss, claims, suits, demands, liabilities, costs, expenses, judgments, attorney’s fees, damages, penalties, interest, fines, and causes of action, whatever their nature, arising out of or relating to the performance of this Agreement. This obligation shall survive the expiration or termination of this Agreement.
- G. The County agrees to indemnify, defend, and hold harmless the Fire District, its officers, agents, and employees, from and against any and all loss, claims, suits, demands, liabilities, costs, expenses, judgments, attorney’s fees, damages, penalties, interest, fines, and causes of action, whatever their nature, arising out of or relating to the performance of this Agreement. This obligation shall survive the expiration or termination of this Agreement.
- H. The County and the Fire District agree that Chief Revisky shall reduce his hours and corresponding salary with the Fire District during the term of this Agreement and by this provision the parties acknowledge that the form and substance of this Agreement do not give rise to any act which may be construed as official misconduct pursuant to Section 45-7-401, MCA.

- 2. **DURATION.** The term of this agreement is up to 30 days upon execution of the Agreement, and shall be extended beyond the term upon mutual agreement until the current director of 911 Services returns.
- 3. **TERMINATION.** Either party may terminate this Agreement, at any time, upon written notice to the other party.
- 4. **PRINCIPAL CONTACTS.** The principal contacts for this Agreement are:

County
 Jim Doar
 311 West Main St
 Room 311
 Bozeman, MT 59718
 406-586-3770
 Jim.Doar@gallatin.mt.gov

Fire District
 Pete Geddes
 4541 South 3rd Ave.
 Bozeman, MT 59715
 (406) 582-3007
 pgeddes@hyalitefire.org

5. GENERAL PROVISIONS.

- A. This Agreement shall be governed and interpreted according to the laws of the State of Montana. Section headings are for convenience only and are not intended to define or limit any provisions of this Agreement. The provisions of this Agreement are independent and severable, and the invalidity, partial invalidity, or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision.

- B. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision. No covenant, term, or condition of this Agreement shall be deemed waived by either party unless such waiver shall be reduced to writing and signed by the parties.
- C. This document represents the entire and integrated agreement between the parties and supersedes all prior negotiations, agreements or representations, either written or oral. This Agreement may be amended only by written instrument signed by both parties.
- D. Each party agrees that it is individually responsible for any and all of its attorney fees incurred from any dispute between the parties regarding this Agreement.
- E. This Agreement will be filed with the Gallatin County Clerk and Recorder. A copy of the original signed Agreement has the same force and effect as the original.

GALLATIN COUNTY, MONTANA

R. Stephen White, Chair
Gallatin County Commission

Date

ATTEST:

Charlotte Mills, Clerk & Recorder

HYALITE RURAL FIRE DISTRICT

Date