



ORIGINAL



Cooperative Agreement
between
The City of Billings, Fire Department
and the
State of Montana
Department of Natural Resources and Conservation
Southern Land Office

This Cooperative Agreement is made and entered into by and between the City of Billings Fire Department, hereinafter referred to as the "CITY", and the State of Montana Department of Natural Resources and Conservation's Southern Land Office, hereinafter referred to as the "SLO", and is effective the _____ day of _____, 2013.

This agreement, upon execution, is in effect and valid for one calendar year from date of execution.

PURPOSE

The purpose of this agreement, when executed by both parties, is to form administrative, operational, and financial procedures regarding the use of the CITY's firefighting personnel in the performance of the mission of the SLO as the SLO declares such need, and as the CITY is able to respond to such requests from the SLO.

SLO will follow and will be responsible for ensuring that CITY personnel follow the established guidelines referenced in the NRCG Mobilization of Local Government Firefighting Resources.

This agreement is not valid, and SLO will bear no burden, when the CITY's personnel are requested by any other entity including federal, state, county, or other local governments and private parties in accordance to such other agreements of which the SLO has not approved or otherwise is not a party.

FINANCIAL-ADMINISTRATION

The administrators of this agreement between the CITY and the SLO shall be responsible for the performance of the agreement and its currency, applicability, and review and renewal annually. The CITY's administrator shall be the City of Billings Fire Department Fire Chief, and the SLO's administrator shall be the Southern Land Office Fire Program Manager.

This agreement provides the CITY with invoicing authority for reimbursement of agreed upon expenses related to a request for personnel made by the SLO.

The CITY shall record and track all reimbursable costs provided for in this agreement.

Upon completion of the assignment and within 30 calendar days from that end, the CITY will invoice the SLO and be reimbursed for personnel costs at the assigned firefighter's overtime rates plus "fringe" benefits, including Worker's Compensation assessments, longevity and other

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pays, as per the most recent or otherwise current City of Billings Fire Department Collective Bargaining Agreement with the International Association of Firefighters Local 521. These wages will be identified within the statement.

The **SLO** will not pay for costs associated with "backfill" activities. The **CITY** will invoice for all other direct costs associated with the resource order, including but not limited to travel, per diem, lodging and miscellaneous expenses as approved prior by the **SLO**. **SLO** shall remit payment in full to the **CITY** within 30 days of the date of the **CITY'S** invoice.

All firefighting personnel of the **CITY** are covered under its Workers Compensation Insurance as provided by the Montana Municipal Insurance Authority. The **CITY** will provide a copy of the following for the purpose of forming this agreement:

- The most recent and current version of the Collective Bargaining Agreement between the **CITY** and the International Association of Firefighters Local 521.

The **SLO** will provide a copy of the following for the purpose of forming this agreement:

- A copy of **CITY** firefighting personnel holding current state wide and national qualifications and who are eligible to receive assignments as such.
- Copies of the Local Government Firefighting Resources Mobilization Guide.

This agreement may be cancelled after 30 business days when first posted in writing to each principal party.

OPERATION OF AGREEMENT

When the **SLO** determines that a need exists for **CITY** firefighting personnel and that such assistance is essential to protect life and property, the **SLO** shall contact the on-duty **CITY** Battalion Chief to make a request for on-duty personnel and the proper reporting locations and times. The **CITY** shall determine what personnel can be provided and then dispatch the designated personnel. When requested by **SLO**, the **CITY** may at its discretion staff additional apparatus with qualified off-duty personnel.

SLO shall release the **CITY'S** personnel by 7:00 a.m. at the end of each employee's regular shift with the **CITY**, when services are no longer required, or when the **CITY** requests that its personnel be released, whichever occurs first. In no instance will the **CITY'S** personnel be kept past their regular **CITY** shift end of 7:00 a.m.

Once a personnel request is filled by the **CITY**, the **CITY** resources shall be under the operational command of the **SLO** and perform the mission and duties of the **SLO** as indicated by **SLO** supervisory personnel and/or the assignment resource order.

RESPONSIBILITY AND LIABILITY

A. PREPAREDNESS AND SAFETY

1. **SLO** shall be responsible to maintain and support its own equipment, including the proper maintenance and operations when this equipment is on the scene of a working fire and under the authority of **SLO**.
2. The **CITY** personnel will not be required to take action where the safety of personnel and equipment is in question.

B. INDEMNIFICATION

To the extent of its liability for negligent acts covered by the Montana Tort Claims Act (Section 2-9-101, MCA, et seq.), **SLO** will indemnify and hold harmless the **CITY** and its representatives against demands, claims, or liabilities arising from this Agreement.

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C. INSURANCE

Each party to this agreement shall, at their expense, obtain and keep in full force and effect adequate insurance against general liability, automobile liability and physical damage, with policy limits of not less than \$1,500,000 per occurrence, and worker's compensation to cover loss, damage, or injury to persons or property which might arise out of the performance of their duties under this agreement. Each entity shall produce a Certificate of Insurance to the other party prior to execution of this Agreement and then annually, or upon request.



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Thomas W. Hanel
Honorable Mayor, City of Billings

P.O. Box 1178
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July 24 2013
Date

Date