

**AGREEMENT BETWEEN THE CITY OF BILLINGS AND
LOCKWOOD RURAL FIRE DISTRICT NO. 8 FOR OPERATIONAL TRAINING,
PARTICIPATION AND MEMBERSHIP IN THE
BILLINGS REGIONAL HAZARDOUS MATERIAL INCIDENT RESPONSE TEAM**

This Agreement is made by and between the Lockwood Rural Fire District No. 8, a political subdivision of the State of Montana and the City of Billings Fire Department by and through the City of Billings, a municipality, as a regional host for the State Hazardous Materials Incident Response Team.

RECITALS

WHEREAS, this Agreement is subject to the terms and conditions as set forth in Montana Code Annotated §§ 10-3-1201 et seq. entitled “Montana Response to Hazardous Material Incident Act” and the most current adopted State of Montana Hazardous Materials Response Plan (Plan) as may be revised from time to time attached as Exhibit A; and

WHEREAS, the State of Montana recognizes that local governments have primary responsibility for the mitigation of hazardous materials emergencies. For those incidents where the local officials ask the State for assistance, the State Hazardous Materials Incident Response Team (SHMIRT) will provide emergency hazardous materials incident response coverage. The regional hazardous materials incident response teams, as components of the SHMIRT, will be strategically located in authorized agencies identified by the State Emergency Response Commission (SERC); and

WHEREAS, each of these regional teams consist of hazardous materials emergency response personnel with specialized equipment specific to hazardous materials response. The regional teams, when activated, operate under the direction of the team leader and within NIMS; and

WHEREAS, the teams are intended to respond to the most acute and critical hazardous emergencies in the state. Their primary objective is to protect human life, the environment, and property during the early stages of an emergency; and

WHEREAS, regional teams can be staffed by members of a single agency or may be comprised of personnel from various agencies; and

WHEREAS, Billings Fire Department hosts one of the six State of Montana regional hazardous materials incident response teams (Team); and

WHEREAS, Billings Fire Department has trained hazardous materials personnel to staff the regional Team and may at their sole discretion include members on their Team who are not regular members of their agency; and

WHEREAS, it is mutually beneficial to the parties to have both Lockwood Rural Fire District and Billings Fire Department members serve and participate on the Team.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated herein, agree as follows:

1. **PURPOSE.** The purpose of this Agreement is for the Lockwood Rural Fire District qualified members to participate in operational training and incident response as Team members on the Billings Regional Hazardous Materials Incident Response Team as hosted by and through Billings Fire Department.

2. **TERM.** This Agreement shall remain in full force and effect unless amended or terminated.

3. **RESPONSE.** Policies, procedures and response guidelines shall be made pursuant to and in accordance with the most recently revised and current adopted version of the Plan.

4. **ASSISTANCE NOT MANDATORY.** Lockwood Rural Fire District may provide qualified members to Team training or incident but such assistance is not mandatory.

5. **TRAINING.** The Lockwood Rural Fire District and the Billings Fire Department shall jointly train in Team operational response pursuant to this Agreement and the Plan which may include specialized training to response team personnel through the SERC. During Team training Lockwood Rural Fire District and Billings Fire Department members shall work under the direction of the Team leader or his or her designee but for all payroll and liability purposes shall remain a Lockwood Rural Fire District or Billings Fire Department employee respectively.

6. **BUDGET, FINANCIAL MANAGEMENT AND COMPENSATION.** When participating as a member of the Team during an emergency incident, the Lockwood Rural Fire District and the Billings Fire Department operate under the administration of the SERC. All claims for reimbursements including payroll, costs, fiscal accounting, planning, budgeting, recording, and reporting programs of the Team will be the under the direction and function of the SERC as outlined in the Plan, the memorandum of understanding between the SERC and the Team and applicable state and federal rules, regulations and statutes. As the host of this Team, all money received from the State of Montana incident to HazMat activities in this region will continue to be paid solely to the City of Billings.

7. **ADMINISTRATION, SEPARATE LEGAL ENTITY AND PROPERTY.**

- a) This Agreement will be administered by the Team.
- b) No joint board or separate legal entity is created by this Agreement.
- c) The ownership of property by each party shall not be affected as a result of this Agreement. Property acquired during the term of this Agreement shall belong to the party acquiring the property.

8. **TERMINATION.** This Agreement may be terminated by providing 60 days' written notice to the other party.

9. **LIABILITY.** Pursuant to § 10-3-1217 MCA, the Team is not liable for injuries, costs, damages, expenses, or other liabilities resulting from the release or threatened release of a hazardous material. The immunity includes but is not limited to indemnification, contribution, or

