



**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 \_\_\_\_\_, 2014.

**PURPOSE**

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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**

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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. 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 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.

## **OPERATION OF AGREEMENT**

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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 the event the employee chooses to remain on scene and work off-duty for SLO after 7:00 a.m., then SLO shall direct the employee to contact the Billings Battalion Chief (BC) no later than 6:00 a.m. to notify the BC that the employee will remain on scene and work directly for SLO after the end of the CITY shift at 7:00 a.m. The SLO Commander will also notify the BC. At 7:00 a.m. the employee shall then become the employee of SLO with SLO being solely responsible for all wages, worker's compensation, and other pay and/or benefits for the CITY's off-duty employee.

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**

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### **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.

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

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.

**DURATION / TERMINATION OF AGREEMENT**

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- A. Duration: This agreement shall be effective upon execution by the parties and shall continue thereafter unless amended or terminated. Each party may withdraw from the Agreement by giving at least thirty (30) days written notice to the other party.
- B. Review: Either party may request a review of the Agreement by sending proposed amendments to the other party. Each party agrees that the Fire Chiefs shall meet at least annually to review availability of equipment, material, and personnel, and to reassess coordination of operations. The Fire Chiefs may schedule emergency drills to assure response capability and effectiveness, providing each party agrees to the drill.

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Matt Wolcott, Area Manager  
Southern Land Office  
State of Montana Department of  
Natural Resources and Conservation

1371 Rimtop Drive  
Billings, MT 59105

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Date

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Thomas W. Hanel  
Honorable Mayor, City of Billings

P.O. Box 1178  
Billings, MT 59103

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Date