

AGENDA REPORT

DATE : December 21, 2004

ITEM: Memorandum of Understanding for Hazardous Material Incident Response Team Response

INITIATED BY: RANDY MCCAMLEY, FIRE CHIEF

ACTION REQUESTED: Approve Memorandum of Understanding between the State Emergency Response Commission (SERC) and the Great Falls Regional Hazardous Materials Incident Response Team

PRESENTED BY: RANDY MCCAMLEY, FIRE CHIEF

RECOMMENDATION:

Staff recommends that the City Commission approve the Memorandum of Understanding between the State Emergency Response Commission and the Great Falls Regional Hazardous Materials Incident Response Team.

MOTION:

“I move the City Commission approve the Memorandum of Understanding between the SERC and the Great Falls Regional Hazardous Materials Incident Response Team and that the City Manager be authorized to execute his signature to this Agreement.

SYNOPSIS:

The Memorandum and accompanying Training Certifications will be presented at the next regularly scheduled SERC meeting for their approval. Upon approval, the Great Falls Regional Hazardous Material Incident Response team will be one of six State Regional response teams. The purpose of these regional based teams is to secure the benefit of aid in hazardous materials emergencies for the protection of life and property of the citizens of the state of Montana when the SERC requests assistance for an incident requiring additional expertise, equipment, or personnel.

BACKGROUND:

The Great Falls Regional Hazardous Materials Incident Response Team is a cooperative entity comprised of response personnel from Great Falls Fire Rescue (GFFR), Montana Air National Guard (MANG) and Malmstrom Air Force Base (MAFB). The team has received in excess of \$300,000 in emergency response equipment over the course of the last 5 years. This equipment was purchased through Federal grants administered by the State Department of Emergency Services. GFFR, MANG and MAFB have been proponents of the Regional Response concept since its inception nearly a decade ago and active participants in the formulation of the State Hazardous Materials Response Plan adopted by the Governor on October 27, 2004.

The SERC will pay the Great Falls Regional Hazardous Materials Incident Response Team according to the requirements 10-3-1214, MCA and the procedures for financial reimbursement established in the State of Montana Hazardous Materials Response Plan.

Appendix II. Memorandum of Understanding for Hazardous Material Incident Response Team Response

THIS AGREEMENT is by and between the State Emergency Response Commission (SERC) and the State Hazardous Material Incident Response Team (SHMIRT) composed of members of the authorized agencies, units of *Great Falls Fire Rescue*.

WITNESSETH:

WHEREAS, Montana law allows the SERC to enter into a memorandum of understanding with persons or entities providing equipment or services to the SHMIRT;

WHEREAS, Montana law allows local government entities to enter into agreements for protection against natural and manmade disasters;

WHEREAS, response to hazardous materials incidents is a difficult and dangerous task that requires expertise, training and technical equipment;

WHEREAS, the SERC desires to ensure that the needed technical expertise and equipment responds to hazardous materials emergencies throughout the state of Montana.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein the parties agree as follows:

1. Purpose: The purpose of this agreement is to secure the benefit of aid in hazardous materials emergencies for the protection of life and property of the citizens of the state of Montana when the SERC requests assistance for an incident requiring additional expertise, equipment, or personnel.

2. Request for Assistance. When a designated SERC representative (MT-DES) requests assistance from the SHMIRT for a hazardous materials incident, the SHMIRT will dispatch the equipment and personnel if they are available for use outside the SHMIRT's jurisdiction to any point as the SERC may direct.

3. Assistance not Mandatory. The rendering of assistance under the terms of this agreement shall not be mandatory. However, the SHMIRT will immediately inform the SERC of the reasons assistance cannot be rendered.

4. Procedures. Any request for services shall follow the procedures outlined in the Montana Hazardous Materials Plan. The Plan provides as follows:

The SHMIRT will report to the IC of the incident scene and shall act only upon the orders of that officer. In no case shall the SHMIRT assume responsibility for command of the incident site.

The SHMIRT will be released by the incident commander when its services are no longer required.

The SHMIRT may withdraw its assistance if it deems the actions or directives of the IC or the incident to be unsafe or contrary to accepted hazardous materials response practices. The team leader prior to withdrawing their resources shall notify the IC and MT-DES duty officer.

5. Costs. The SERC will pay the SHMIRT according the requirements of the 10-3-1214, MCA and the procedures for financial reimbursement established in the Plan.

6. Third Party Collections. Nothing in this agreement shall be construed to prevent the SERC from seeking reimbursement and damages from third parties.

7. Duration. This Agreement shall become effective upon the signature of both parties and shall remain in full force and effect until terminated by either party by thirty days written notice, or by failure of the SHMIRT to meet the accreditation criteria.

8. Administration. No new or separate legal or administrative entity is created to administer the provisions of this agreement.

9. Compliance with Legal Requirements. Each party is responsible for compliance with applicable federal, state, tribal and local laws and regulations.

10. Amendments. This agreement may be amended upon the mutual written agreement of the parties.

Authorized Agency Chief Executive
Title:
City/County of

State Emergency Response Commission
Dan McGowan/Tom Ellerhoff
Co-Chair of the SERC

Date Signed:

Date Signed: