

STATE/COUNTY COOPERATIVE FIRE PROTECTION AGREEMENT
BETWEEN THE STATE OF MONTANA
AND Yellowstone COUNTY

THIS STATE/COUNTY COOPERATIVE FIRE PROTECTION AGREEMENT (AGREEMENT) is made and entered into by and between Yellowstone County, (COOPERATOR), and the Montana Department of Natural Resources and Conservation, Forestry and Trust Lands Division, (DEPARTMENT), and effective the _____ day of _____, 20 ____.

The purpose of this Agreement, when signed by both parties and accompanied by a written wildland fire management plan, (PLAN), is to satisfy the requirements of Montana Code Annotated (MCA) sections 7-33-2202(4)(b), 7-33-2210, 76-13-104 and 76-13-136.

WHEREAS, State Fire Policy acknowledges that it is a priority to minimize property and resource loss resulting from wildfire and to minimize expense to Montana taxpayers, which is generally accomplished through an aggressive and rapid initial attack effort;

WHEREAS, it is to the advantage of all Montana's citizens for the DEPARTMENT and the COOPERATOR to work together on matters of wildland fire protection. MCA sections 76-13-101 and 76-13-115(3) encourage the cooperation of state, public, and private agencies in the protection and conservation of Montana's natural resources, range and water;

The parties to this Agreement, in consideration of the mutual covenants and stipulations set out herein, agree to the terms outlined below:

1. The COOPERATOR shall appoint a Firewarden pursuant to Montana Code Annotated section 7-33-2215. The Firewarden shall work directly with the DEPARTMENT in accordance with the requirements of the PLAN.
2. The COOPERATOR is authorized to annually appropriate funds pursuant to Montana Code Annotated section 7-33-2209. The COOPERATOR shall use these funds in accordance with the requirements of the PLAN.
3. The COOPERATOR shall implement the PLAN by performance of the functions described in Montana Code Annotated section 7-33-2202. The COOPERATOR may exercise the powers authorized by Montana Code Annotated sections 7-33-2205, 7-33-2206 and 7-33-2208.
4. The COOPERATOR is solely responsible for the proper use, protection, maintenance, and care of the equipment and supplies loaned under this Agreement.
5. The COOPERATOR agrees to make the loaned equipment available for use on private and public ownership for the protection from fire as set forth in Montana Code Annotated sections 76-13-104, and 76-13-136, and when requested by the DEPARTMENT'S representative. Incidental use on any type of fire or other emergencies which threaten loss of life or property is proper providing that this equipment is available and primarily used for fire duties as set forth in Montana Code Annotated sections 76-13-104 and 76-13-136. Refusal or neglect to make this equipment available for use on such fires without good and sufficient cause shall be grounds for termination of this Agreement by the DEPARTMENT.
6. The COOPERATOR shall maintain and make necessary repairs to the said equipment and component parts thereof so that it is kept in good, serviceable and safe repair.
7. The COOPERATOR will assure that all operators of the equipment covered by this Agreement meet the appropriate minimum driver's license requirements per Montana State law, adhere to state law and are members of either a County Government, Rural Fire District, County Volunteer Rural Fire Department, Fire Service Area, Volunteer Fire Company, or Municipal Fire Department.

8. The COOPERATOR shall provide or ensure workers compensation insurance coverage on drivers, passengers or workers using or working with any equipment loaned under this agreement.
9. COOPERATOR acknowledges and agrees that the equipment or supplies loaned under this agreement carry no express or implied warranty and, on behalf of itself and its agents, successors and assigns, agrees that it shall make no claim against the DEPARTMENT, the State of Montana or the Federal Government based upon any defect, whether apparent or not, in such loaned equipment or supplies.
10. The COOPERATOR agrees to indemnify, defend and hold the DEPARTMENT, and the Federal Government – as the owner of federal excess property - harmless from any and all claims, or causes of action arising out of the use or condition of the equipment or supplies loaned under this Agreement.
11. The COOPERATOR agrees to permit and assist in inventory and inspection of fire equipment procured under this Agreement as may be necessary to promote the effective use of this equipment, whether it be State-owned or Federal excess property.
12. The COOPERATOR will assume the cost for any damaged miscellaneous equipment, such as separate pumps, hose, tools, and supplies that were not loaned or supplied by the DEPARTMENT.
13. The COOPERATOR shall report all wildland fires to the DEPARTMENT in accordance with provisions set forth in the PLAN.

The DEPARTMENT shall:

1. The DEPARTMENT shall, as funds permit, provide assistance to the COOPERATOR in accordance with the requirements of the PLAN. Resources made available to the COOPERATOR to assist the DEPARTMENT with its duty pursuant to Montana Code Annotated section [76-13-104\(1\)\(a\)](#) shall comply with the stipulations set forth in this agreement and the PLAN.
2. The DEPARTMENT will loan specific items of firefighting equipment, when such equipment is available, to the COOPERATOR in accordance with the mutually established PLAN and its amendments, and applicable Federal laws, rules and regulations.
3. The DEPARTMENT will maintain an inventory of the equipment made available through this Agreement.
4. The DEPARTMENT will assume the costs for property damage to the loaned equipment only.

NOW, THEREFORE, it is mutually agreed:

1. It is mutually agreed that both parties shall meet annually to review this Agreement and the PLAN. The DEPARTMENT shall schedule the annual meeting and shall notify all affected parties of the date and location of the meeting.

2. The proper identification of the equipment as cooperative fire equipment, and as federal or state property, if applicable, will be maintained and the equipment will not be sold, junked, rented, traded, given away, or otherwise disposed of, nor is personal use to be allowed. No disassembly of equipment or removal of parts is allowed without prior approval of the DEPARTMENT. All State or Federal property is to be painted and marked in accordance with State statutes or STATE'S instructions.
3. Title to all equipment loaned under this Agreement will remain with the State of Montana or the Federal government. All state owned vehicles will bear the permanent Montana Agency license plate furnished by the State without charge.
4. Loss, damage, or destruction of State- or Federally owned equipment by fire, collision, theft, or any other means, will be reported immediately to the DEPARTMENT with signed affidavit showing loss, cause and recovery action attempted by the COOPERATOR. Accidents involving State- or Federally owned equipment must be reported immediately by the COUNTY to the STATE on forms provided for that purpose. Federal policy requires investigation to determine the cause of negligence, if any.
5. Items of equipment covered by this Agreement no longer needed by the COUNTY will be reported to the DEPARTMENT, who will determine disposition.
6. If this Agreement between the DEPARTMENT and the COOPERATOR is terminated by either party, all equipment provided by the DEPARTMENT will be returned to the DEPARTMENT.
7. Any equipment owned and installed by the COOPERATOR remains the property of the COOPERATOR and should be removed prior to returning the equipment to the DEPARTMENT.
8. It is mutually agreed that this Agreement may be terminated at any time by mutual consent of the parties. In the absence of mutual consent, either party may terminate this Agreement on June 30 of any year by giving written notice to the other party on or before June 1 of that year. Unless terminated in accordance with this provision, this Agreement will continue in full force and effect for an additional period of one year beginning July 1 of each year.

COUNTY OF Yellowstone _____:

DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION:

BY _____

BY _____
Land Office Area Manager

BY _____

BY _____

BY _____