COOPERATIVE EQUIPMENT AGREEMENT

between

DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION
FORESTRY DIVISION

and

PHILLIPS COUNTY

THIS AGREEMENT is made and entered into by and between Phillips County, hereinafter called the COOPERATOR, and the Montana Department of Natural Resources and Conservation, Forestry Division, hereinafter called the DEPARTMENT, and effective the 12th day of June, 20 17.

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

The parties to this Agreement, in consideration of the mutual covenants and stipulations set out herein, agree as follows:

1. The COOPERATOR shall assist the DEPARTMENT in drafting and annually updating the PLAN for the fire protection area within the COOPERATOR's territorial boundaries.

2. The COOPERATOR shall appoint a County Rural Fire Chief/Firewarden pursuant to Montana Code Annotated section 7-33-2203/7-33-2215. The County Fire Chief/Firewarden shall work directly with the DEPARTMENT in accordance with the requirements of the PLAN.

3. 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.

4. The COOPERATOR shall implement the PLAN by performance of the functions described in Montana Code Annotated sections 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.

5. The DEPARTMENT shall update the PLAN and present it for the approval of the COOPERATOR no later than May 15 of each year.

6. The DEPARTMENT shall, as funds permit, provide assistance to the COOPERATOR in accordance with the requirements of the PLAN. Equipment 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 the COOPERATIVE EQUIPMENT AGREEMENT, F-202.

7. 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.

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 PHILLIPS:

BY _____

BY _____

BY _____

BY _____

DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION:

BY Clive Rooney by Matthew Poole

Land Office Area Manager
or
Forestry Division Administrator

R:11/10

F-202

FILE #101

COOPERATIVE EQUIPMENT AGREEMENT

between

DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION
FORESTRY DIVISION

and

PHILLIPS COUNTY	314 South 2nd Avenue West Malta, MT 59538
COUNTY	COUNTY'S Address

This Cooperative Equipment Agreement is made between Phillips County, hereinafter referred to as the COUNTY, and the Montana Department of Natural Resources and Conservation, Forestry Division, represented by and hereinafter referred to as the STATE:

WHEREAS on, June 12, 2017, the COUNTY entered into a Fire Control Agreement with the STATE for the protection from fire of State and private forest, range, farm, and watershed resources within its protection area; and

WHEREAS, the COUNTY can more adequately carry out this function if additional equipment is available; and

WHEREAS, the state and federal government, from time to time, has a limited number of vehicles or other equipment suitable for firefighting that can be made available to other agencies involved in fire control work; and

WHEREAS, it has been determined to be advantageous to the STATE in the proper discharge of its responsibilities as set forth in Montana Code Annotated sections 76-13-104 and 76-13-136, as amended, to make certain government equipment available to the COUNTY;

NOW, THEREFORE, it is mutually agreed:

1. **The STATE will loan specific items of firefighting equipment, when such equipment is available, to the COUNTY in accordance with the mutually established fire plan and its amendments, and applicable Federal laws, rules and regulations.**

2. **The COUNTY agrees to make the above 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 STATE'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 STATE.**

3. **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, nor is personal use to be allowed. No disassembly of equipment or removal of parts is**

allowed without prior approval of the STATE. All State or Federal property is to be painted and marked in accordance with State statutes or STATE'S instructions.

4. Title to all equipment loaned under this Agreement will remain with the State of Montana or Federal government. All vehicles will bear the permanent Montana Agency (State-owned) license plate furnished by the State without charge.

5. The COUNTY is solely responsible for the proper use, protection, maintenance, and care of the equipment and supplies loaned under this Agreement.

6. The COUNTY 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 STATE will maintain an inventory of the equipment made available through this Agreement.

8. The COUNTY will assure that all operators of the equipment covered by this Agreement meet the appropriate minimum driver's license requirements per Montana State law and are members of either a Rural Fire District, County Volunteer Rural Fire Department, Fire Service Area, Volunteer Fire Company, or Municipal Fire Department.

9. The STATE will assume the costs for property damage to the loaned equipment only. The COUNTY 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 STATE.

10. The COUNTY shall provide or ensure workers compensation insurance coverage on drivers, passengers or workers using or working with any equipment loaned under this agreement.

11. COUNTY 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 STATE, the State of Montana or the Federal Government based upon any defect, whether apparent or not, in such loaned equipment or supplies.

12. The COUNTY agrees to indemnify, defend and hold the STATE, and the Federal Government 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.

13. Loss, damage, or destruction of State- or Federally-owned equipment by fire, collision, theft, or any other means, will be reported immediately to the STATE with signed affidavit showing loss, cause and recovery action attempted by the COUNTY. 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.

14. The COUNTY 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.

15. Items of equipment covered by this Agreement no longer needed by the COUNTY will be reported to the STATE, who will determine disposition.

16. If this Agreement or the Fire Control Agreement between the STATE and the COUNTY is terminated by either party, all equipment provided by the STATE will be returned to the STATE.

17. Any equipment owned and installed by the COUNTY remains the property of the COUNTY and

should be removed prior to returning the equipment to the STATE.

18. The Agreement shall be effective for an indefinite period and may be terminated by either party hereto by thirty (30) days written notice. If the COUNTY terminates this Agreement, the equipment covered by this Agreement will be returned to the STATE in operable condition.

PHILLIPS COUNTY

		(Title)
Date 6/12/17	BY	Commissioner
		Commissioner
		Commissioner

MONTANA DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION:

		(Title)
Date 6/12/2017	BY Clive Rooney by Matthew Poole	Glasgow Unit Manager
	(Forestry Division Administrator or Land Office Area Manager)	

R: 11/10