 **IRA Special Provisions Pick List**

The following pick list is intended to provide guidance to DNRC hiring officials who implement IRA agreements for equipment owned by Local Government entities. All LGFF IRA templates should contain the mandatory Special Provisions listed in section 1. Additional provisions, listed in section 2 and 3. can be added to the IRA if appropriate to the equipment being hired.

**1. Mandatory IRA Special Provisions for LGFF-owned Equipment**

LGFF IRA templates for each of the three hiring options are available at: <https://dnrc.mt.gov/Forestry/Wildfire/local-government-fire-forces>. The Special Provisions listed in Block 7 are standard for all three IRA templates, with the exception of Provision c). **Please note** that Provision c) is indicative of the hiring option.

**Hiring Option 1 - Unoperated IRA Special Provisions**

1. All equipment under this agreement must be owned and titled by the LGFF or County listed in box 4 above. No leased vehicles are allowed unless the lease was initiated to fulfill the department’s normal duties as established under the Montana Codes Annotated.
2. The current year version of Chapter 50, Northern Rockies Supplement to the Standards for Interagency Business Management (SIIBM) is the guiding document for this agreement: <https://dnrc.mt.gov/Forestry/Wildfire/forms-information>. The specifications, rules and guidelines of Chapter 50 are incorporated herein by reference, **in addition to** **the LGFF General Clauses to the IRA that are attached hereto** and incorporated herein by reference. In the event of a disagreement between the LGFF General Clauses attached and Chapter 50, Chapter 50 for the year of the agreement will preside and supersede the attached general clauses (i.e. 2024 Chapter 50 & 2024 Agreement).
3. This agreement **is not valid** outside the Northern Rockies Geographic Area and the Montana DNRC will not process payments for such use. Any liability for loss incurred during such use will be assumed by the LGFF. Unoperated equipment used outside the Northern Rockies Geographic Area, must be under contract on an **Unoperated-Option 3 IRA** to be valid and for payments to be processed.
4. Personnel and equipment are to remain in paid status during meal breaks.
5. ORIGINALS of all forms (Emergency Firefighter Time Reports (OF-288), Crew Time Reports (SF-261), Emergency Equipment Use Invoices (OF-286), Emergency Equipment Shift Tickets (OF-297) or Combined Shift Ticket (DNRC297) shall be given to the resource at time of release from the incident. Only COPIES of the documentation shall remain with the incident Finance Section.

**For both Hiring Option 2 – Fully Operated IRA and Hiring Option 3 - Unoperated IRA, the Special Provision c) must read as follows:**

1. This agreement **is valid** outside the Northern Rockies Geographic Area.

**Optional - The following Provision is optional, and may be added if appropriate :**

1. Year-to-year agreements (single year) are the preferred agreement method, but a Land or Unit office may decide to initiate a multi-year agreement for up to a three (3) year period. If a multi-year agreement is in place, the agreement is bound by the version and rates of Chapter 50 for the year the agreement was initiated for the duration of the agreement, or until the agreement is cancelled or amended. Multi-year agreements may be amended to reflect current year Chapter 50 rates but must be signed by the Land or Unit office representative (or designee) that initiated the agreement. Rate changes must also be initialed.

**2. IRA Special Provisions NOT addressed in LGFF General Clauses**

**The following provisions are not addressed in the LGFF General Clauses to the IRA and may be listed as a Special Provision if applicable to the equipment being hired:**

* When equipment qualifies as more than one type (example – Type 1 Engine can also operate as a Type 2 WT), it will be paid at the rate ordered (ENG1) as documented on the Resource Order. If equipment is being utilized in another capacity (WT2), a General Message documenting the usage is required for payment at the other rate.
* Equipment furnished under this agreement is **NOT** subject to pro-rating on the first or last day.
* Daily rate includes haul in/haul out.
* Negotiated rate.
* Equipment will be paid for a double shift only if ordered as such on the Resource Order and staffed with a separate operator or crew for the second shift.

**3. Unique Situation IRA Special Provisions**

**List, if applicable, to equipment being hired or if special emphasis is desired on a specific provision:**

Non-standard cache items may be replaced at the incident if the incident has a method of procurement. If no buying team or other method of procurement is available, LGFF personnel must obtain an S number (Supply resource order) while at the incident to authorize the purchase of the item when they return to their home unit. (A Supply resource order is required for approved repair or replacement of items on all incidents.)

**Boats** under hire are required to comply with all State of Montana licensing and registration requirements and must comply with U.S. Coast Guard Marine Safety regulations. If applicable, cooperator provides a personal floatation device (PFD) to each person being transported. Rate includes haul in/haul out.

**Refurb Fee.** Fire equipment on loan to a LGFF through either the DNRC County Co-Op Program (DNRC owned, County Operated) or the Federal Excess Property Program (FEPP), may be eligible for a “refurbishment fee” of $100.00 per incident, and payable to the LGFF.

**Off-Road Vehicle for Line Personnel - $140/Day + Fuel, NO Mileage.** Vehicles for off road use for line personnel such as STEN, TFLD, DIVS, HEQB, or any other position that could require that a vehicle be taken off road. The vehicle must be a 4x4 SUV or Pickup that is off-road capable and must be equipped with a P-25 compliant programmable mobile radio. Fuel and operating supplies will be reimbursed but NO MILEAGE will be paid. If a vehicle complies with the above stipulations and is hired at the Off-Road rate, the rate will be in effect for the entire assignment, including travel. The daily rate is not subject to pro-rating unless rendered inoperable due to mechanical failure, or other circumstance.

**Ambulances** are under hire for incident use only and are required to be available during off shift hours if needed for emergency transport. No additional compensation is allowed for this availability. 2:1 work/rest guidelines will be maintained. Additional personnel may be ordered for incidents that require coverage for more than 16 hours per day. \*Patient Transport: When the ambulance is mobilized to transport a patient, the hourly rate is dropped to $0.00 and the ambulance reverts to its patient billing procedures for the medical incident, which would include a loaded mileage rate. Medical transport shall be documented, for both equipment and personnel resources as appropriate, on the required shift ticket. If no patient care or transport occurs, the ambulance will be paid the hourly rate for the time worked. See Chapter 50, Northern Rockies Supplement to the SIIBM for more information.