

Local Government Fire Forces (LGFF) GENERAL CLAUSES TO Montana DNRC Incident Rental Agreement (IRA)

Since the equipment needs of the Government and availability of Local Government Fire Force's (LGFF) equipment during an emergency cannot be determined in advance, it is mutually agreed that, upon request of the Government, the LGFF shall furnish the equipment listed herein to the extent the LGFF is willing and able at the time of order. The Government may also order and utilize the LGFF equipment listed herein for prescribed fire/fuels management projects if the LGFF equipment is furnished with operator(s). LGFF equipment furnished without operator(s) shall not be utilized for prescribed fire/fuels management projects.

LGFF Hiring Options (see the Mobilization of Local Government Firefighting Resources guidelines for more information):

Hiring Option 1 – Unoperated

Under this method, LGFF-owned equipment and department rostered personnel are hired separately. LGFF personnel will be hired as DNRC Emergency Firefighters (EFF), and the equipment will be hired on an Unoperated IRA. The Unoperated IRA, specific to engines, tenders and ambulances, is not valid outside the Geographic Area. LGFF-owned pickups or command vehicles that are being operated by a resource ordered single resource, on a case-by-case basis, may utilize the Unoperated IRA on out of the Geographic Area assignments.

Hiring Option 2 – Fully Operated

LGFF-owned equipment is hired on a Fully Operated IRA and staffed with department rostered personnel. Personnel remain as LGFF employees and the LGFF entity is responsible for all payroll costs, taxes and workers compensation, as required under state law. The Fully Operated IRA is valid outside of the Geographic Area.

Hiring Option 3 – Cooperative Fire Support Agreement

Applicable only to LGFF salaried/union fire departments, or other county/local government offices, who contract their services to the DNRC. Personnel remain on the department's normal payroll schedule and operate department-owned equipment which must be hired on an Option 3 – Unoperated IRA. This option requires a Cooperative Fire Support Agreement and is valid outside of the Geographic Area.

The following personnel are authorized to place orders against this agreement, Dispatchers, Buying Team Members, Finance Section Chiefs, Procurement Unit Leaders, Contracting Officers, and Purchasing Agents. At the time of dispatch, a resource order number will be assigned. The LGFF shall furnish the assigned resource order number upon arrival and check in at the incident. The Incident Commander, or responsible Government Representative, is authorized to administer the technical aspects of this agreement.

Equipment furnished under this agreement may be operated and subjected to extreme environmental and/or strenuous operating conditions which could include but is not limited to unimproved roads, steep, rocky, hilly terrain, dust, heat, and smoky conditions. As a result, by entering into this agreement, the LGFF agrees that what is considered wear and tear under this agreement is in excess of what the equipment is subjected to under normal operations and is reflected in the rates paid for the equipment. When such equipment is furnished to the Government, the following clauses shall apply:

CLAUSE 1. Condition of Equipment: All equipment furnished under this agreement shall be in acceptable condition. The Government reserves the right to reject equipment that is not in safe and operable condition. The Government may allow the LGFF to correct deficiencies within 24 hours. No payment for travel to an Incident or point of inspection, or return to the point of hire, will be made for equipment that does not pass inspection. No payment will be made for time that the equipment was not available.

CLAUSE 2. Time Under Hire: The time under hire shall start at the time the equipment begins traveling to the incident after being ordered by the Government, and end at the estimated time of arrival back to the point of hire after being released, except as provided in Clause 7 of these General Clauses.

CLAUSE 3. Operating Supplies: Operating supplies include, but are not limited to fuel, oil, wiper fluid, DEF. LGFF equipment will be reimbursed for fuel, and other necessary operating supplies, used to and from an incident and while assigned to a fire. Costs will be reimbursed with proper documentation (e.g., detailed receipt). Normal wear and tear and normal maintenance usually will be the LGFF's responsibility (Clause 4). However, LGFF equipment may be reimbursed for lube/oil changes and air filters as approved by the incident agency if deemed appropriate, such as if equipment was used excessively on the incident above normal wear and tear. Reimbursement must be approved in writing by incident officials. LGFF will be reimbursed on actual costs expended and documented on a detailed receipt.

CLAUSE 4. Repairs: Repairs and maintenance made to equipment due to normal wear and tear shall be made and paid for by the LGFF. The Government may, at its option, elect to make such repairs when necessary to keep the equipment operating. The cost of such repairs will be determined by the Government and deducted from payment to the LGFF.

CLAUSE 5. Timekeeping: Time will be verified and approved by the Government Agent responsible for ordering and/or directing use of each piece of equipment. Time will be recorded to the nearest quarter hour worked for daily/hourly rate, or whole mile for mileage.

CLAUSE 6. Payments:

A. Rates of Payments - Payment will be at rates specified and, except as provided in Clause 7, shall be in accordance with the following:

1. **Work Rates:** (hourly/daily/mileage/shift basis) shall apply when equipment is under hire as ordered by the Government and on shift, including relocation of equipment under its own power.

ON-SHIFT: Includes time worked, time that equipment is held or directed to be in a state of readiness, and compensable travel (equipment traveling under its own power) that has a specific start and ending time.

2. **Special Rates:** (column 17) shall apply when specified.
3. **Hourly Rate:** Equipment paid at an hourly rate will be paid for time worked. Equipment and personnel remain in paid status during meal breaks. Equipment in transport status (via heavy transport, not being driven) will be paid at 50% of the regular rate.

(a) Prescribed Fire/Fuels Management Assignment

When equipment is under hire in support of prescribed fire/fuels management operations, *only* equipment will remain in paid status during meal breaks. Personnel will not be paid for meal breaks and will document meal breaks as off-shift time.

4. **Daily Rate:** Payment will be made on the basis of calendar days (0001 – 2400). For fractional days at the beginning and ending of time under hire, payment will be based on 50% of the Daily Rate for periods less than 8 hours. Under the daily rate equipment may be staffed with or without operator. *Pro-rating is not applicable to automobiles, i.e., pickups/sedans.*

(a) Shift Basis (Portion of calendar day)

- 1) **Single Shift** - (SS) is staffed with one operator or one crew.
- 2) **Double Shift** - (DS) is staffed with two operators or two crews (one per shift). There will be no compensation for a double shift unless a separate operator(s) and or crew(s) is/are ordered in writing by the host incident for the second shift. Normal hourly rates apply for time worked.

5. **Severity Rates:** Severity rates for LGFF equipment will be paid at 100% of the established hourly rate for all time under hire.

B. Method of Payment. Lump-sum payment will normally be processed at the end of the assignment. However, partial payment may be authorized as approved by the incident agency. Payment for each calendar day will be made for actual units ordered and performed under Hourly, Daily, or Special rates.

CLAUSE 7. Exceptions

A. Daily Rate: No further payment under Clause 6 will accrue during any period that equipment under hire is not in a safe or operable condition or when LGFF furnished operator(s) is not available for the assigned shift or portions of the assigned shift. Payment will be based on the hours the equipment was operational during the assigned shift, as documented on the shift ticket versus the designated shift shown on the Incident Action Plan. If the equipment was not operational for the full shift, the deduction from the daily rate is calculated by converting the length of shift from the IAP to determine the hourly rate and pay the LGFF for the total hours worked before equipment became non-operational.

B. If the LGFF withdraws equipment and/or operator(s) prior to being released by the Government, no further payment under Clause 6 shall accrue and the LGFF shall bear all costs of returning equipment and/or operator(s) to the point of hire.

C. After inspection and acceptance for use, equipment and/or furnished operator(s) that cannot be replaced or equipment that cannot be repaired at the site of work by the LGFF or by the Government in accordance with Clause 4, within 24 hours, may be considered as being withdrawn by the LGFF in accordance with Paragraph B above, except that the Government will bear all costs of returning equipment and/or operator(s) to the point of hire as promptly as conditions will allow.

D. No payment will accrue under Clause 6 when the LGFF is off shift in compliance with the mandatory "Work/Rest" and "Length of Commitment" provisions. As an option to rotating personnel, or taking a mandatory day off, without pay, the LGFF may be released from the incident.

CLAUSE 8. Subsistence: When host agency subsistence incident camps are available, meals and campsites for LGFF's operator(s) will be furnished without charge. The host incident agency will furnish meals and lodging without cost if hotel/restaurant subsistence is the approved camp for incident personnel. LGFFs may be paid meal per diem & lodging expenses to and from incidents by the agency responsible for payment. If so authorized, detailed lodging receipts are required for reimbursement. **Exception:** Travel expenses and travel time for crew swaps that occur within the tour of duty to meet LGFF department staffing needs are done so at the cost of such departments.

When the host agency subsistence camp is not available and a campsite cannot be provided, the Government will pay the lodging rate published by the U.S. General Services Administration (GSA) web site (www.gsa.gov), Double occupancy of hotel rooms is required. If the LGFF resource has an odd number of male or female crew members (engine has 3 crew members), an additional room may be authorized. Any associated lodging taxes are reimbursable as documented. Lodging receipts, as well as documentation by incident personnel that a campsite was not provided, shall be submitted as supporting documentation with payment documents. If warranted by a lack of available lodging at established rates, actual lodging expenses may be authorized. Authorization must be coordinated in advance and documented in writing by a Host Agency Administrator (AA) or local Agency Incident Business Specialist on either an ICS-213 General Message form or in the remarks on the Resource Order.

Severity Incident assignments and prescribed fire/fuels project work often are not associated with a formal incident base camp where meals and campsites are provided. If a base camp is not established, meals and lodging may or may not be authorized at the Government's discretion, and this allowance will be annotated on the Resource Order.

If the resource is allowed to return to its dispatch location during off-shift time, subsistence allowance is not authorized.

CLAUSE 9. Loss, Damage, or Destruction:

A. For equipment furnished under this MTDNRC IRA **without** operator, the Government will assume liability for any loss, damage or destruction of such equipment, except that no reimbursement will be made for loss, damage or destruction due to (1) ordinary wear or tear, (2) mechanical failure, or (3) the fault or negligence of the LGFF or the LGFF's agents or employees or Government employee owned and operated equipment.

B. For equipment furnished under this MTDNRC IRA **with** operator, the Government shall not be liable for any loss, damage or destruction of such equipment, except for loss, damage or destruction resulting from the negligence, or wrongful act(s) of Government employee(s) while acting within the scope of their employment. The operator is responsible for operating the equipment within its operating limits and responsible for safety of the equipment.

C. LGFF's Responsibility for Property and Personal Damages: Except as provided for in this Clause 9, the LGFF will be responsible for all damages to property and to persons, including third parties, which occur as a result of LGFF or LGFF's agents or employees fault or negligence. The term "third parties" is construed to include employees of the Government.

LGFF shall purchase and maintain general liability insurance coverage for bodily injury, personal injury, and property damage to cover such claims as may be caused by an act, omission, or negligence of the LGFF's agents, or employees.

CLAUSE 10. Deductions: Unless specifically stated elsewhere in this agreement the cost of any supplies, materials, or services, including commissary, provided for the LGFF by the Government may be deducted from the payment to the LGFF.

CLAUSE 11. Personal Protective Clothing and Equipment: The Government considers operators as fireline personnel who will use and wear specified articles of personal protective equipment.

A. The following mandatory items will be issued by the Government, when not required to be furnished by the LGFF, to operators performing within the scope of this agreement:

1. Clothing: (a) Flame-resistant pants and shirts; (b) Gloves (Either Nomex or chrome tanned leather); (c) Hard hat; (d) Goggles or safety glasses.
2. Equipment: (a) Fire shelter; (b) Headlamp; (c) Individual First-Aid Kit.
3. Other items may be issued by the Government.

B. Operators shall wear the items of clothing issued and maintain the issued equipment in a usable and readily available condition. Upon completion of the assignment, all issued items of clothing or equipment shall be returned to the Government. Deductions will be made for all Government furnished protective clothing and equipment not returned by the LGFF.

CLAUSE 12. Commercial Motor Vehicles: All commercial motor vehicles must meet all DOT requirements. The regulations can be found at the following website: <https://www.mdt.mt.gov/business/mcs/> <http://www.fmcsa.dot.gov/>

CLAUSE 13. Claim Settlement Authority: For the purpose of settling claims, the host incident agency as well as the Montana DNRC has the authority to settle claims under this agreement.

CLAUSE 14. Changes: Changes to Montana DNRC Incident Rental Agreement (MTDNRC IRAs), may only be made by the original signing DNRC official. If the original signing official is not available and adjustments are deemed appropriate, a new MTDNRC IRA shall be executed and shall be applicable **only** for the duration of that incident. The agreement will include name and location of the incident.

CLAUSE 15. Firearm – Weapon Prohibition: The possession of firearms or other dangerous weapons (18 USC 930 (g) (2)) are prohibited at all times while on Government Property and during performance of services, under this agreement. The term dangerous weapon does not include a pocketknife with a blade less than 2 ½ inches in length or a multi-purpose tool such as a Leatherman.

CLAUSE 16. 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.

CLAUSE 17. The current year version of the Montana Incident Business Operating Guidelines for Firefighting Resources (MIBOG) is the guiding document for this agreement and can be found at: <https://dnrc.mt.gov/Forestry/Wildfire/forms-information>. The specifications, rules and guidelines of the MIBOG 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 the MIBOG, MIBOG for the year of the agreement will preside & supersede the attached general clauses.

SPECIAL PROVISIONS:

- A. When equipment qualifies as more than one type, it will be paid at the rate for the type ordered as documented on the resource order.
- B. The Montana DNRC is the agency responsible for payment of LGFF from Montana. Send the original hard copy payment documents to the DNRC hiring Unit Office listed in block 1 of the IRA.
- C. Upon demobilization from an Incident, an inspection form or statement of No Damage/No Claims must accompany the OF-286 invoice for payment.
- D. Unoperated IRAs for engines, tenders and ambulances, are not valid outside the Northern Rockies Geographic Area. **Fully Operated, Unoperated – Option 3 IRAs, and Unoperated IRAs for pickups and command vehicles are valid outside the Northern Rockies Geographic Area.**
- E. All operating supplies are to be furnished by the government.