

**WILDLAND FIRE SUPPRESSION**  
**AGREEMENT**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between YELLOWSTONE COUNTY, MONTANA, hereinafter referred to as the "County" and the FUEGO FIRE SERVICE AREA, hereinafter referred to as the "Fire Department", for the purpose of providing suppression of range, farm, forest, and wildland fires within the boundaries of Yellowstone County and the Crow Indian Reservation cited on the County G.I.S. map entitled "Fire Protection, Fire Service and Fire District Boundaries".

For authority for this Agreement, reference is hereby made to Chapter 13 of Title 76 and Chapter 33 of Title 7, Montana Codes Annotated.

**WITNESSETH:**

The Fire Department, as an independent contractor, and the County, in consideration of the covenants and agreements contained herein, agree as follows:

1. The Fire Department will furnish fire fighting equipment and firemen to fight grassland, crop, forest and wildland fires in the area designated above. The Fire Department also agrees to suppress any fire on County owned property such as parks, bridges, right-of-ways, etc. Per separate Mutual Aid Agreement, the Fire Department further agrees to assist in fighting fires in other areas when needed and called by the other areas, the County Fire Chief/Warden, or the City/County Dispatch Center.
2. The Fire Department will maintain fire fighting equipment and firemen sufficient enough to meet the terms of this agreement.
3. The Fire Department shall have appropriate personal protective equipment (PPE) for all fire fighters when called to suppress a wildland fire.
4. The Fire Department covered under this agreement must have workers compensation or medical insurance on fire fighters to cover injuries and lost time and provide proof of such annually by July 1 to the County Fire Warden.
5. The Fire Department must complete training for its fire fighters consisting of basic wildland fire behavior and/or similar refresher training and must submit proof of such training for new fire fighters prior to July 1 of each year to the County Fire Warden.
6. The Fire Department agrees to keep fire personnel on call at all times  
*(twenty-four hours a day/7 days a week/365 days a year)*

8. It is understood and agreed that the County will not be held liable for any damage to equipment nor shall they be liable for any accidents to firemen or equipment or for any damages caused in fighting such fires as stipulated above.
9. It is further understood and agreed by both parties that the Fire Department assumes no liability to the County for loss due to fire or damage by fire, smoke, water, or chemicals used in the fighting of a fire or for any other damages necessary to save life and property or to the delay in answering fire calls which are due to causes beyond the Fire Department's control. Should the Fire Department be engaged in fighting a fire on another property when the County places a fire call, said Fire Department will not be liable to the County for any damage due to delay in answering the call.
10. The Fire Department named herein agrees that none of the funds allocated by the County under the Agreement shall be expended for any other purpose other than those directly connected with providing equipment, fire fighters, and other services pertaining to the performance of this agreement.
11. Either Party to this Agreement may terminate said Agreement by rendering in writing their intention of termination of this Agreement at least three (3) months in advance of the termination date.
12. It is understood and agreed that the Sheriff of the County or his designated deputy is the appointed Fire Marshal and shall aid the Fire Incident Commander (fire chief or his representative) during or after a fire. The Fire Incident Commander shall direct and command all firemen in fire suppression activities within their area of responsibility with support of the Fire Marshal, Fire Warden and other County officers and resources.
13. For the service indicated above, the County agrees to pay the Fire Department as follows:

<b>A. FLAT FEE:</b>			
[1] Truck Maintenance			\$2,700.00
(for maintaining 1 water tender & 2 quick attack units - 6 months X 3 vehicles X \$150.00/month)			
[2] Building Maintenance			\$2,400.00
(12 months X \$200/month)			
[3] Firefighter Maintenance			<u>\$2,000.00</u>
(insurance, PPE, supplies, & equipment)			
<b>TOTAL FLAT FEES:</b>			<b>\$7,100.00</b>
<b>B. ACREAGE FEE:</b>	0.065/AC	_____AC	\$
<b>C. TOTAL</b>			<b>c</b>

14. This Agreement supersedes all previous Agreements entered into by the parties for this purpose.

President \_\_\_\_\_  
Print Name Signature

Secretary \_\_\_\_\_  
Print Name Signature

BOARD OF COUNTY COMMISSIONERS  
YELLOWSTONE COUNTY, MONTANA

(SEAL)

John Ostlund, Chairman

ATTEST:

Jim Reno, Member

Jeff Martin  
Clerk & Recorder

Robyn Driscoll, Member