

WILDLAND FIRE SUPPRESSION AGREEMENT

THIS AGREEMENT made and entered into this _____ day of July, 2024, by and between YELLOWSTONE COUNTY, MONTANA, hereinafter referred to as the “County” and the BLUE CREEK VOLUNTEER FIRE DEPARTMENT, the HALEY BENCH VOLUNTEER FIRE DEPARTMENT, the MOLT VOLUNTEER FIRE DEPARTMENT, the CUSTER VOLUNTEER FIRE DEPARTMENT, the CITY OF LAUREL VOLUNTEER FIRE DEPARTMENT, the SHEPHERD VOLUNTEER FIRE DEPARTMENT, the FUEGO VOLUNTEER FIRE COMPANY, LOCKWOOD FIRE DISTRICT #8, the WORDEN VOLUNTEER FIRE DEPARTMENT, and BROADVIEW VOLUNTEER FIRE DEPARTMENT, hereinafter collectively referred to as the “Fire Departments”. The purpose of the contract is to provide 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 “Yellowstone County Fire Districts, Fire Service, Municipal Response and Wildland Fire Protection Areas”. See Attachment A. For authority for this Agreement, reference is hereby made to Chapter 13 of Title 76 and Chapter 33 of Title 7, Montana Codes Annotated.

The Fire Departments, as independent contractors, and the County, in consideration of the covenants and agreements contained herein, agree as follows:

1. The Fire Departments will furnish firefighting equipment and paid or volunteer firefighters to fight grassland, crop, forest, and wildland fires in the area designated above. The Fire Departments also agree to suppress any wildland fire on County owned property such as parks, bridges, rights-of-way, etc. and to respond to all wildfires on county, state, or federal lands within the boundary of their contracted area. The Fire Departments further agree to provide mutual aid and assist in fighting fires in other areas as available, when called by the other Fire Departments, the Fire Warden, or the City/County Dispatch Center.
2. The Fire Departments will maintain firefighting equipment and personnel sufficient to meet the terms of this agreement.

3. The Fire Departments shall have appropriate personal protective equipment (PPE) as designated by the department, for all firefighters when called to suppress a wildland fire.
4. The Fire Departments 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. Yellowstone County's payments to the Fire Departments under this contract cannot be made until proof of these records are provided to the County.
5. The Fire Departments shall complete and maintain documentation of training for its firefighters and must submit proof of such training for all firefighters prior to July 1 of each year to the County Fire Warden. Yellowstone County's payments to the Fire Departments under this contract cannot be made until proof if these records are provided to the County. Training must maintain all personnel at the National Wildland Fire Coordinating Group (NWCG) standards for Firefighter Type 2 (FFT2) as outlined in current version of NWCG Publication PMS 310-1 or Montana DNRC Basic Wildland Firefighter per DNRC manuals. Individuals filling roles outside FFT2/ Basic Wildland Firefighter are encouraged to work towards completing training and the physical fitness test consistent with the position they fill.
6. The Fire Departments agree to keep fire personnel on call at all times (twenty-four hours a day/7 days a week/365 days a year).
7. This Agreement shall commence on the date of the last signature, and continue until June 30, 2025, inclusive. The contract will be renewed annually upon written agreement provided by the County and one or more fire departments. If a party does not submit a written intent to renew the contract by the renewal date, the contract shall lapse regarding that party. If the parties that choose to not renew the contract are limited to the agreement between the County and one or more fire departments, the

contract shall stay in effect between the County and the remaining fire departments.

8. It is understood and agreed that the County will not be held liable for any damage to equipment, nor shall it be liable for any accidents to personnel, volunteers, 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 another emergency call on another property when the County places a fire call, said Fire Department will not be liable to the County for any damages due to delay in answering the call.
10. The Fire Departments named herein agree that none of the funds allocated by the County under the Agreement shall be expended for any purpose other than those purposes directly connected with providing equipment, fire fighters, and other services pertaining to the performance of this agreement.
11. Any Party to this Agreement may terminate said Agreement by rendering in writing their intention of termination at least thirty (30) days in advance of such termination. Such notice from a fire department must be provided to both the Yellowstone County Fire Chief & Fire Warden. Notice by the County must be provided to the president(s) of the fire department(s). The termination of a party's duties under the contract will take effect thirty (30) days after the notice is received by the parties. Such termination will only be in effect regarding the party that provides proper notice. The termination of the agreement regarding one or more fire department and the County will not terminate the contract between the remaining fire departments and the County. The contract will continue in full force between the remaining fire departments and the County.

12. It is understood and agreed that the Sheriff of the County, or his designated deputy, shall aid the Fire Incident Commander in fire origin and cause investigation. The Fire Incident Commander shall direct and command all firefighting personnel in fire suppression activities within their area of responsibility with support of the Fire Warden and other County officers and resources.
13. The Fire Departments, through the Fire Chief shall execute responsibilities of the county found in law, policy, Standard Operating Procedures (SOPs), Standard Operating Guidelines (SOGs) or agreements such as the County COOP Agreement.
14. The County shall provide equipment (road graders and other) as requested and as available to aid in the suppression of wildfires.
15. To fulfill the reporting requirements required by MCA 7-33-2001(10), the Fire Chief of each Fire Department shall report all fires to the Department of Justice and shall use the National Fire Incident Reporting System (NFIRS) or other reporting method approved by the Department of Justice's fire prevention and investigation section.
16. Departments shall report all wildland fires to the County Fire Warden and/or DNRC on, at minimum, a weekly basis from June 1 to September 30 and on a monthly basis for all other months of the year. Reports shall include start date, start time, location (GPS point or other means), size (acres), land ownership (private, state, federal), point of origin, and cause, if known. Fires over 100 acres shall be reported to the County Fire Warden and DNRC within 12 hours.
17. The County Department of Emergency Services (DES) shall assist any of the Fire Departments with fire and training reporting responsibilities if a request is made to DES in writing. Such assistance requires the production of weekly records to DES by the Fire Department to ensure that DES has the proper information to use for reporting.

18. COMPENSATION: The Fire Departments shall be compensated at the amounts outlined below for the fiscal year beginning on July 1, 2024, and ending June 30, 2025.

a. Each Fire Department shall be paid a flat fee of \$13,000 as described below:

Flat Fee:

Truck Maintenance for one water tender and two brush trucks	\$6,000
Building Maintenance	\$4,000
Firefighter Maintenance	\$3,000
Total:	\$13,000

b. Each Fire Department will be paid an annual acreage fee of \$0.10 per acre as described below:

Acreage Fee:

Name	Acreage	\$/acre	Total
Broadview VFD	113,176	\$ 0.10	\$ 11,318
Blue Creek VFD	181,519	\$ 0.10	\$ 18,152
Custer VFD	272,506	\$ 0.10	\$ 27,251
Fuego VFD	26,961	\$ 0.10	\$ 2,696
Haley Bench VFD	52,740	\$ 0.10	\$ 5,274
Laurel Fire	57,189	\$ 0.10	\$ 5,719
Lockwood Fire Dist.	8,126	\$ 0.10	\$ 813
Molt VFC	81,639	\$ 0.10	\$ 8,164
Shepherd VFD	299,008	\$ 0.10	\$ 29,901
Worden VFD	361,731	\$ 0.10	\$ 36,173

19. When a fire department provides the documentation required in #4 and #5 of this agreement, payment of such contract will be made annually after the County budget is set in August, but prior to December 31st.

20. Blue Creek accepts responsibility for wildland suppression on the Crow Indian Reservation.

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

FIRE DEPARTMENTS:

Blue Creek VFD

Print Name

Signature

Haley Bench VFD

Print Name

Signature

Molt VFD

Print Name

Signature

Custer VFD

Print Name

Signature

City of Laurel VFD

Print Name

Signature

Shepherd VFD

Print Name

Signature

Fuego VFC

Print Name

Signature

Lockwood VFD

Print Name

Signature

Worden VFD

Print Name

Signature

Broadview VFD

Print Name

Signature

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

John Ostlund, Chairman

Don Jones, Member

Mark Morse, Member

ATTEST

Jeff Martin, Clerk & Recorder