COOPERATIVE FIRE SUPPORT AGREEMENT
between

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
and the

STATE OF MONTANA

DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION

\_\_\_\_\_\_\_ LAND OFFICE- \_\_\_\_\_\_\_\_\_UNIT

**Fire Department Address:**

**Fire Department City, State, Zip:**

**Fire Department Phone Number:**

**Fire Department Email:**

**FDID #:**

**DNRC Agreement Number:**

**Effective Dates:**

**Required Attachments:**

* Cooperative Fire Support Agreement-Personnel Billing Rate Form
* Department Travel Policy (if no policy exists, travel policy will default to the State of Montana Travel Policy)
* Option 3- Unoperated Incident Rental Agreement
* Chiefs Certification for Local Government Fire Forces- “Chiefs Cert” Form

This Cooperative Agreement is made and entered into by and between \_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as the COOPERATOR and the Montana Department of Natural Resources & Conservation, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as the DEPARTMENT, and effective the first day of \_\_\_\_\_\_\_\_\_\_\_\_. This agreement is in effect until the last day of \_\_\_\_\_\_\_\_\_\_\_\_. This Agreement may be terminated by either party at any time upon thirty (30) days written notice to the other party.

The COOPERATOR agrees that it will adhere to the fire business management practices and standard operating procedures contained in the current year version of the Montana Incident Business Operating Guidelines for Firefighting Resources (MIBOG); the NRCG Mobilization of Local Government Firefighting Resources guidelines; and be ordered through the national dispatch system. If the COOPERATOR accepts an assignment, it will perform the duties as detailed in the resource order at the time of dispatch.

The COOPERATOR will invoice the DEPARTMENT and be reimbursed in accordance with policies contained in the MIBOG and/or the NRCG Mobilization of Local Government Firefighting Resources. Reimbursement may include:

* Normal payroll, including overtime and backfill costs for permanent employees, at the personnel’s actual rates, as listed on the Billing Rate form, from their salary schedules under which they operate normally. Backfill reimbursement will only be considered for those essential operations positions critical to maintaining minimum staffing/response requirements at the COOPERATOR’s home jurisdiction.
* Unoperated equipment rental costs, including fuel, oil and operating supplies used, while assigned to a fire as established on the current year Incident Rental Agreement (IRA) for the COOPERATOR and the apparatus mobilized.
* Other direct costs associated with the resource order, i.e. travel, per diem, lodging, damage claims, and miscellaneous expenses, when those expenses are eligible for reimbursement. The COOPERATOR agrees to provide a copy of the applicable travel policy to the DEPARTMENT as part of this agreement. If no written policy exists, the DEPARTMENT and State of Montana Travel Policies will apply.

The COOPERATOR agrees to utilize the Option 3 Incident Invoice form and shall submit all required supporting documentation necessary to detail invoiced expenses associated with the mobilization. **All invoices should be submitted to the DEPARTMENT within 30 days, and certainly no later than 60 days after demobilization from the incident of those same resources. Billing packages received after 60 days will be rejected unless prior arrangements have been made with the DEPARTMENT.**

All personnel under employment of the COOPERATOR are covered under Workers Compensation Insurance as provided by (Montana State Fund, Montana Municipal Interlocal Authority or Other). Policy#:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This agreement does not apply to the normal, day-to-day operations of either the COOPERATOR or the DEPARTMENT, but only when the COOPERATOR enters pay status, as that term is employed in the MIBOG and/or the NRCG Mobilization of Local Government Firefighting Resources manual.

This agreement does not affect the terms of the DEPARTMENT and the \_\_\_\_\_\_\_\_ County Cooperative Fire Management Agreement or other Initial Attack Agreements currently in place.

In witness whereof, the parties hereto have executed this Cooperative Fire Support Agreement as of the last date written below.

**Signatures:**

DNRC Authorized Representative Date

Name and Title

LGFF Authorized Representative Date

Name and Title