

EXHIBIT 3
DATE 2-17-11
HB 552

DoD (FFP) EQUIPMENT AGREEMENT

between

**MONTANA DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION
FORESTRY DIVISION**

and

(COUNTY or EMERGENCY FIRE SERVICE ORGANIZATION)

ADDRESS: _____

This cooperative agreement is entered into between _____, hereinafter referred to as the COUNTY or Emergency Fire Service Organization, hereinafter referred to as EFSO and the Montana Department of Natural Resources and Conservation, Forestry Division, represented by and hereinafter referred to as the STATE:

WHEREAS, the STATE meets the requirements of the Department of Defense (DoD) firefighting property transfer program authorized under 10 U.S.C. 2576b. The STATE desires to pass DoD firefighting property and ownership of said property that can be effectively used for fire protection and emergency services by COUNTY government or EFSO to the COUNTY or EFSO; and

WHEREAS on, _____, 20____, the COUNTY or EFSO agrees to accept ownership of DoD firefighting property and agrees to abide by all regulations governing the ownership and possession of said property as stipulated by the STATE and/or the United States Department of Agriculture (USDA), by and through the Regional Forester, hereinafter referred to as the FOREST SERVICE.

NOW, THEREFORE, in consideration of the above, the parties mutually agree as follows:

THE STATE SHALL:

1. Facilitate the procurement of DoD firefighting property desired by the COUNTY or EFSO.
2. Transfer title of ownership of property to the COUNTY or EFSO upon the physical receipt of the property by the COUNTY or EFSO.

3. Establish controls necessary to account for the physical whereabouts of said property for a period of time no less than five (5) years from the original date of transfer to the COUNTY or EFSO.
4. Use the Federal Excess Property Management Information System (FEPMIS) to document the acquisition, location, and disposal of property.
5. Provide access and the right to examine all records, books, papers or documents relating to said property to the FOREST SERVICE.
6. Ensure property has any military markings removed.

THE COUNTY or EFSO SHALL:

1. Hold title (where applicable) to and possession of property acquired by the COUNTY or EFSO under the DoD firefighter program. All vehicles and trailers will bear the permanent Montana Agency (State-exempt) license plate.
2. Ensure proper identification of said property as originating from the DoD firefighter program by means of permanently marking the property's corresponding DoD property identification number in a clear and legible manner physically on the property.
3. Be solely responsible for the proper use, protection, maintenance and care of the property.
4. Maintain an inventory of property acquired by this agreement.
5. Assume the costs for property damage incurred by this property. The COUNTY or EFSO are solely responsible for and will assume the costs for any damage or personal injuries caused by the use, including, but not limited to, the improper, negligent, or wrongful use of the property acquired under this agreement.
6. Provide Workers Compensation Insurance coverage on drivers, passengers or workers using or working with any property acquired under this agreement.
7. Assure that all operators (where applicable) of property meet the minimum driver's license requirements per Montana State law.
8. Acknowledge and agree that any property acquired under this agreement carries no warranty, expressed or implied. The COUNTY or EFSO agrees that it shall make no claim against the STATE, The State of Montana, the FOREST SERVICE or the Federal Government based on any defect, whether apparent or not, in such acquired property.
9. Agree to indemnify, defend and hold the STATE and the FOREST SERVICE harmless from any claims, or causes of action arising out of the use or condition of the property acquired under this agreement.
10. Agree to permit and assist in the inventory and inspection of property acquired under this agreement.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT:

1. The agreement shall be effective for an indefinite period of time and may be terminated by any party hereto by thirty (30) days written notice.
2. DoD firefighter property ownership will legally transfer to the COUNTY or EFSO. It will be the COUNTY'S or EFSO'S responsibility to receive, transport and allocate property acquired under this agreement.
3. A signed letter authorizing the COUNTY or EFSO to receive and/or retrieve DoD firefighter property will be provided to the COUNTY or EFSO prior to the acquisition of said property.

_____ COUNTY or EFSO

(Title)

Date _____

MONTANA DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION

(Title)

Date _____

BY _____

(Forestry Division Administrator or
Land Office Area Manager)