

- d) Title to all accessories, tools, etc. added by the COOPERATOR shall remain with the COOPERATOR and may be removed prior to returning the equipment.
- e) All loaned equipment is limited to wildland fire use and the use in the public's best interest under unusual or emergency conditions. Other uses of loaned equipment will be considered misuse of equipment and could result in the COMMISSION causing termination of the agreement.
- f) A decal, furnished by the COMMISSION, shall be affixed to the major pieces of equipment listed on the ADDENDUM in a prominent and proper location visible to the public indicating that it is a "fire unit" being operated by the COOPERATOR.
- g) Any employee of the COOPERATOR or other person enlisted by the COOPERATOR to staff and/or operate said equipment shall not be considered an employee of the COMMISSION for any purpose. The COOPERATOR shall have the responsibility for any Worker's Compensation Claim instituted by any person manning said equipment at the request of the COOPERATOR.
- h) The COOPERATOR agrees to hold harmless and relieves the COMMISSION of any accident, injury, and death occurring in the use of or operation of both loaned or reimbursed equipment and vehicle.

Operational Procedures

- 1. Dispatching:
 - a) The COMMISSION will dispatch a crew to any known forest/brush/grass/etc. fire, or to any fires of unknown nature. The COMMISSION will cooperate with the county emergency dispatch structure by responding to wildland fires as dispatched.
 - b) The COOPERATOR will dispatch a crew to any known structure fire, wildland fire, or to any fire of unknown nature.
- 2. Communications:
Upon arrival at the scene:
 - a) The COMMISSION will provide command and control for wildland fire suppression and will coordinate with the COOPERATOR for protection of life and property threatened by a wildland fire.
 - b) The COMMISSION will immediately advise the COOPERATOR of any burning or threatened structure within the area.
 - c) The COOPERATOR will provide command and control for structural fire suppression and will cooperate with the COMMISSION for protection of life and property threatened by structural fires. The COOPERATOR will immediately advise the COMMISSION of any burning or threatened natural cover fuels within the area and request and/or provide assistance as needed.
 - d) This agreement in no way restricts either agency from taking action in an emergency situation to save lives and property regardless of the nature of a fire, either wildland or structural.
- 3. Mutual Assistance:
 - a) When both agencies are at the same fire, overall command and control of the incident shall lie with the agency concerned most directly with what is burning.
 - b) If both woods and structures are on fire simultaneously, each agency shall endeavor to initiate unified command and provide support to each other to ensure shared resources are used effectively, public and firefighter safety, and efficient incident stability.
 - c) All fire organizations involved should endeavor to accomplish wildland fire certifications and provide wildland fire personal protective equipment for firefighters who are subject to respond to wildland fires.
 - d) Only the COMMISSION can authorize the use of backfires.
 - e) The intended use of COMMISSION personnel and equipment is to provide protection/suppression relative only to wildland fires; I.E. Grass, forested lands, brush and trees. COMMISSION personnel are not trained, nor do they possess sufficient personal protective equipment to allow them to function in environments other than those listed above.
- 4. Training:
 - a) Each agency agrees to attend/participate/assist/etc. in the other agency's training program.
 - b) The authority having jurisdiction shall be responsible to ensure that all persons participating in training and wildland or structural fire suppression activities meet established qualifications and are properly equipped