

COST SHARE AGREEMENT

Between

Montana Department of Natural Resources – Central Land Office, on behalf of Madison
County

And

Unites States Forest Service – Beaverhead-Deerlodge National Forest Service

This cost share agreement is between the agencies identified above, as negotiated for the following incident in accordance with the Statewide Cooperative Fire Protection Agreement #11-FI-110156000-006 executed between the parties for 2011-2015. The purpose of this agreement is to provide for a coordinated cooperative fire suppression operation on this fire and to describe the cost division.

General Fire Information:

Incident Name: _____ Pony _____

Incident Start Date and Time: _____ 6/24/2012 1430 _____

Origin: _____ USFS: T2S, R3W, Section 16 _____

Size: _____ 5157 acres _____ Acres at the time of this agreement: _____ 5157 acres _____

Incident Cause: _____ Undetermined _____

Incident Numbers by Protection Agency:

Agency	Incident #	Accounting Code
MTDNRC	MT-BDF-000018	872301
USFS	MT-BDF-000018	PIGY6M (0102)

Agreement Period: This agreement becomes effective on the date indicated below and will remain in effect until amended or terminated.

State date/time: June 24, 2012

End date/time: Duration of the Incident

Principal Contacts:

Title:	Name:	Agency:
Agency Administrator	Garry Williams	MT DNRC – CLO
Agency Representative	Greg Archie	MT DNRC – CLO
Agency Administrator	Dave Myers	USFS – B-D NF
Agency Representative	Peri Suernam	USFS – B-D NF, Butte/Jefferson RD
Agency Representative	Dan Happel	Madison County Commissioner
Incident Business Advisor	Lily Huskey	USFS – B-D NF
Incident Commander(s)	IA: John Agner ICT2: Rick Kusicko ICT3: Harold Gemmell	USFS Northern Idaho IMT2 DNRC

Other conditions relative to this agreement:

1. Costs incurred by cooperators not engaged with the host agency or IMT in the fire suppression activities will not be included as a part of this cost share agreement.
2. Responsibility for tort claim costs will not be a part of this agreement. Responsibility for these costs will be determined outside this agreement.
3. Costs for accountable, sensitive, and durable property purchased by each agency will be charged directly to that agency and will not be shared.
4. Non-suppression rehabilitation costs are the responsibility of the jurisdictional agency and will not be shared.
5. Suppression strategies and their related costs, including use of aircraft and retardant, will be documented and approved by the signatories to this agreement.
6. Per the Cooperative Fire Agreement billing procedures, the parties to this agreement will determine the total costs of each agency. Each agency will bill for their costs with reviews occurring between the field auditors once all transactions have cleared.

Cost Share Methodology:

The costs of the Pony fire will be split based on an acre percentage. All actions taken on the fire will be included in the cost share total to be divided between MTDNRC and USFS with the exception of the first operational period in which the county and volunteer departments would have been responding under mutual aid assistance. Those specific resources will be compensated past the first operational period, beginning 6/26 start of shift.

Costs of the IMT support organization also include the Antelope Lane fire but will mostly be captured and paid by the Pony fire. These resources include, but not necessarily limited to: caterer, shower unit, support OH, camp crew, and other logistical support. Costs for specific operational resources utilized on the Antelope will be tracked and charged to the Antelope; aviation resources, crews, OH, etc...

Beginning on 7/3/2012, operational efforts shifted significantly to protection and limiting the fire spread towards the town of Mammoth. Although this effort inflated the cost of the incident, the area threatened was mostly affidavit lands protected by USFS. Considerations were made to begin an efforts-based methodology for this period, but determined that the overall efforts of the fire would still be equitable with an acre split.

Final Agency Apportionment:

1. Federal Share:
 - a. USFS – 4859 acres of total 5157 = 94%
 - USFS = 3288 acres
 - BLM under USFS protection = 690 acres
 - Affidavit lands under USFS protection = 881 acres
 2. State Share :
 - a. MT - 298 acres of total 5157 = 6%
 - MT = 115 acres
 - Non affidavit lands = 183 acres
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This agreement and the apportionment described are our best judgments of fair and equitable agency cost responsibilities.

Signatures of Authorized Personnel:

Signature: *Garry Williams* Date: 11/5/12
Garry Williams, Central Land Office

MTDNRC Central Land Office
8001 North Montana Avenue
Helena, Montana, 59602

Signature: *Charles A. Mark* Date: 12/18/12
FOR David R. Myers, Forest Supervisor

US Forest Service Beaverhead-Deerlodge NF
420 Barrett Street
Dillon, Montana