

COOPERATIVE FIRE CONTROL AGREEMENT
BETWEEN THE STATE OF MONTANA
AND CUSTER COUNTY

THIS AGREEMENT is made and entered into by and between Custer County, hereinafter called the COOPERATOR, and the Montana Department of Natural Resources and Conservation, Forestry Division, hereinafter called the DEPARTMENT, and effective the 31st day of January, 2012 .

The purpose of this Agreement, when signed by both parties and accompanied by a written wildland fire management plan, hereinafter called the PLAN, is to satisfy the requirements of Montana Code Annotated sections 7-33-2202(4)(b), 7-33-2210, 76-13-104 and 76-13-136.

The parties to this Agreement, in consideration of the mutual covenants and stipulations set out herein, agree as follows:

1. The COOPERATOR shall assist the DEPARTMENT in drafting and annually updating the PLAN for the fire protection area within the COOPERATOR's territorial boundaries.
2. The COOPERATOR shall appoint a County Rural Fire Chief/Firewarden pursuant to Montana Code Annotated section 7-33-2203. The County Fire Chief/Firewarden shall work directly with the DEPARTMENT in accordance with the requirements of the PLAN.
3. The COOPERATOR is authorized to annually appropriate funds pursuant to Montana Code Annotated section 7-33-2209. The COOPERATOR shall use these funds in accordance with the requirements of the PLAN.
4. The COOPERATOR shall implement the PLAN by performance of the functions described in Montana Code Annotated sections 7-33-2202. The COOPERATOR may exercise the powers authorized by Montana Code Annotated sections 7-33-2205, 7-33-2206 and 7-33-2208.
5. The DEPARTMENT shall update the PLAN and present it for the approval of the COOPERATOR no later than May 15 of each year.
6. The DEPARTMENT shall, as funds permit, provide assistance to the COOPERATOR in accordance with the requirements of the PLAN. Equipment made available to the COOPERATOR to assist the DEPARTMENT with its duty pursuant to Montana Code Annotated section 76-13-104(1)(a) shall comply with the stipulations set forth in the COOPERATIVE EQUIPMENT AGREEMENT, F-202.
7. It is mutually agreed that both parties shall meet annually to review this Agreement and the PLAN. The DEPARTMENT shall schedule the annual meeting and shall notify all affected parties of the date and location of the meeting.
8. It is mutually agreed that this Agreement may be terminated at any time by mutual consent of the parties. In the absence of mutual consent, either party may terminate this Agreement on June 30 of any year by giving written notice to the other party on or before June 1 of that year. Unless terminated in accordance with this provision, this Agreement will continue in full force and effect for an additional period of one year beginning July 1 of each year.

COUNTY OF Custer :

DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION:

BY Kirk Johnson

BY Chris Elsh

BY Jack H. Nesbit

Land Office Area Manager
or
Forestry Division Administrator

BY Dicki Hamilton

BY _____

COOPERATIVE EQUIPMENT AGREEMENT

between

DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION
FORESTRY DIVISION

and

Custer1010 Main, Miles City MT 59301-3419

COUNTY

COUNTY'S Address

This Cooperative Equipment Agreement is made between Custer County, hereinafter referred to as the COUNTY, and the Montana Department of Natural Resources and Conservation, Forestry Division, represented by and hereinafter referred to as the STATE:

WHEREAS on, January 31st, 2012, the COUNTY entered into a Fire Control Agreement with the STATE for the protection from fire of State and private forest, range, farm, and watershed resources within its protection area; and

WHEREAS, the COUNTY can more adequately carry out this function if additional equipment is available; and

WHEREAS, the state and federal government, from time to time, has a limited number of vehicles or other equipment suitable for fire fighting that can be made available to other agencies involved in fire control work; and

WHEREAS, it has been determined to be advantageous to the STATE in the proper discharge of its responsibilities as set forth in Montana Code Annotated sections 76-13-104 and 76-13-136, as amended, to make certain government equipment available to the COUNTY;

NOW, THEREFORE, it is mutually agreed:

1. The STATE will loan specific items of fire fighting equipment, when such equipment is available, to the COUNTY in accordance with the mutually established fire plan and its amendments, and applicable Federal laws, rules and regulations.
2. The COUNTY agrees to make the above equipment available for use on private and public ownership for the protection from fire as set forth in Montana Code Annotated sections 76-13-104, and 76-13-136, and when requested by the STATE'S representative. Incidental use on any type of fire or other emergencies which threaten loss of life or property is proper providing that this equipment is available and primarily used for fire duties as set forth in Montana Code Annotated sections 76-13-104 and 76-13-136. Refusal or neglect to make this equipment available for use on such fires without good and sufficient cause shall be grounds for termination of this Agreement by the STATE.
3. The proper identification of the equipment as cooperative fire equipment, and as federal or state property, if applicable, will be maintained and the equipment will not be sold, junked, rented, traded, given away, nor is personal use to be allowed. No disassembly of equipment or removal of parts is allowed without prior approval of the STATE. All State or Federal property is to be painted and marked in accordance with State statutes or STATE'S instructions.

hereto by thirty (30) days written notice. If the COUNTY terminates this Agreement, the equipment covered by this Agreement will be returned to the STATE in operable condition.

Custer COUNTY

Date 4-10-12 BY Kurt Lehmann (Title) Commissioner Chair
Jack A. Nesbit Commissioner
Debbie Hamilton Commissioner

MONTANA DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION:

Date 1/31/12 BY Chris Plsh (Title) Area manager
(Forestry Division Administrator or Land Office Area Manager)