**COST SHARE AGREEMENT**

**Between the**

**Montana Department of Natural Resources and Conservation XXX Land Office**

**And the**

**XXX (*Federal Agency*)**

This cost share agreement is between the agencies identified above, as negotiated for the following incident in accordance with the Montana Master Cooperative Wildland Fire Management and Stafford Act Response Agreement (2023-2027) executed between the State of Montana, United States Department of the Interior, and the United States Department of Agriculture. The purpose of this agreement is to allocate financial responsibility and to describe the cost division.

# General Incident Information:

|  |  |
| --- | --- |
| Incident Name: |  |
| Incident Start Date: |  | Incident Start Time: |  |
| Point of Origin: | Lat: | Long: |
| Point of Origin: | Township: | Section: | Range: |
| Estimated Size: | Acres at the time of this agreement: |
| Incident Cause: | Lightning |
| Command Structure: | ☐ | Unified Command | ☐ | Single Command |
| Incident Type (1-5): |  |
| Unified Ordering Point: | *Which Dispatch Center* |
| Cost Share Type: | *ie Acres Burned* |
| Protection Units: |  |
| Incident Commander(s): |  |
| Agency Administrator(s): |  |

Primary Incident Numbers by Protection Agency:

|  |  |  |
| --- | --- | --- |
| **Agency** | **Incident #** | **Accounting Code** |
|  |  |  |
|  |  |  |
|  |  |  |

# Cost Share Period:

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

|  |  |  |  |
| --- | --- | --- | --- |
| Start Date/Time: |  | End Date/Time: |  |

# Other conditions relative to this agreement:

1. This cost share will terminate at a date and time agreed upon by all agency administrators at the conclusion of the incident or when conditions significantly change resulting in a need to end or modify this agreement.
2. All costs originating from orders placed by and for the incident that can be reasonably obtained and estimated for the cost share period will be included in this agreement and will be shared based on the Agency Administrators (AA) or Agency Representatives (AR) mutual agreement.
3. Agency specific costs will not be shared.
4. Responsibility for tort claim costs or compensation for injury costs will not be a part of this agreement. Costs for nonexpendable property purchases by each agency will be charged directly to that agency and will not be shared.
5. Costs for accountable, sensitive, and durable property purchased by each agency will be charged directly to that agency and will not be shared.
6. Costs incurred by cooperators not engaged in joint fire suppression activities will not be included as a part of this cost share agreement. Responsibility for these costs will be determined outside of this agreement.
7. Non-suppression rehabilitation costs are the responsibility of the jurisdictional agency and will not be shared.
8. Each agency will be responsible for collecting actual cost/expenditure data that will make up their respectable costs.
9. Aircraft and retardant costs will be shared on an actual use basis as determined by the IC’s/AA’s and will be calculated as a separate cost. IMTs are responsible for providing the tracking records associated with aircraft and retardant costs.
10. The parties to this agreement will meet to determine the total costs of each agency on the incident.
11. Each agency (including supporting agencies) will bill for their costs as outlined in the billing procedures of the Montana Master Cooperative Wildland Fire Management and Stafford Act Response Agreement (2023-2027).

# Protecting Agencies’ Strategies

*This section identifies the strategic objective(s) that all protection Agencies have for their area(s) of responsibility directly and indirectly related to the fire. The date when the strategy(s) was determined should also be identified. If strategic objectives change, subsequent objectives need to be identified and the date and time of the change documented. A map depicting the fire area and areas of protection responsibility should be appended to this document.*

# Cost Share Methodology and Rationale:

The percentage of acres burned methodology has been chosen for these fires because the values at risk and the effort was equal for all agencies involved. See current attached map for incident acreage dated XX/XX/XXXX and will be updated at end of incident.

**Cost Sharing** – (*Pick a sharing strategy whether it be by full fire amount or aircraft separated out.)*

|  |  |  |  |
| --- | --- | --- | --- |
| **Agency** | **Acres** | **Ground Resources** | **Aircraft/Retardant** |
|  |  | % | % |
|  |  | % | % |

* 1. Federal Share:

|  |  |  |
| --- | --- | --- |
| a. | USFS | % |
| b. | BLM | % |
| c. | FWS | % |
| d. | NPS | % |
| e. | BIA | % |

# Principal Contacts:

* 1. State Share:

|  |  |  |
| --- | --- | --- |
| a. | MT-DNRC | % |
| b. |  | % |
| c. |  | % |

The following personnel are the principal contacts:

|  |  |  |
| --- | --- | --- |
| **Title:** | **Name:** | **Agency:** |
| Agency Administrator |  |  |
| Agency Representative |  |  |
| Agency Administrator |  |  |
| Agency Representative |  |  |
| Incident Business Advisor(s) |  |  |
| Other IMT members as appropriate |  |  |

# Signatures of Authorized Personnel & Attachments:

This agreement and the apportionment described are our best judgments of fair and equitable agency cost responsibilities.

|  |  |  |
| --- | --- | --- |
| **Agency** | **Agency Administrator or Representative Name & Title** | **Signature and Date** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

Date of this finalized agreement: XX/XX/XXXX

# Addendums to this Document:

Addendums to this document include: Appendix A – Map of Fire Area Appendix B – Map of Initial Attack Areas