

(20070201 C 471)

COUNTY CONTRACT ROUTING FORM

***ALL FIELDS MUST BE FILLED OUT PRIOR TO FINANCE/ATTORNEY APPROVAL**

***ALL CONTRACTS MUST BE SIGNED BY OUTSIDE PARTY PRIOR TO ROUTING TO FINANCE OFFICER; UPON FINANCE APPROVAL CONTRACT WILL BE ROUTED TO COUNTY ATTORNEY; UPON COUNTY ATTORNEY APPROVAL CONTRACT WILL BE ROUTED TO THE COMMISSION**

*CONTRACT NAME: Cooperative Fire Control Agreement between the State of Montana and Gallatin County

*BRIEF DESCRIPTION OF CONTRACT: Cooperative fire agreement between DNRC and the County for wildland fire management.

If this contract amends or is a change/task order to a previous contract, provide original contract #.

*ORIGINAL CONTRACT #: _____

*RESPONSIBLE DEPARTMENT: County Commission

*ACCOUNT #: _____ *CONTRACT AMOUNT: -0-

*EFFECTIVE DATE: Upon signing *EXPIRATION DATE: June 30, 2008

*DATE SIGNED BY OUTSIDE PARTIES: ___/___/___; ___/___/___; ___/___/___

FINANCE DIR. APPROVED: Ed Blackman DATE: 5/31/07

COUNTY ATTORNEY APPROVED: C. Dunwoody DATE: 6/1/07

DATE SIGNED BY BOARD OF COUNTY COMMISSIONERS: ___/___/___

CLERK AND RECORDER KEEPS AN ORIGINAL AND WILL ROUTE A COPY OF THE APPROVED CONTRACT TO THE FOLLOWING DEPARTMENTS:

- ✓ RESPONSIBLE/ORIGINATING DEPARTMENT
- ✓ DEPUTY COUNTY ATTORNEY'S OFFICE – ATTN: HELEN BALDWIN
- ✓ AUDITOR
- ✓ FINANCE DEPT.

DATE CLERK AND RECORDER DISBURSED COPIES: ___/___/___

THE RESPONSIBLE/ORIGINATING DEPARTMENT IS REQUIRED TO MAIL COPIES AND/OR DUPLICATE ORIGINALS OF COMPLETED CONTRACTS TO ALL INTERESTED PARTIES.

**COOPERATIVE FIRE CONTROL AGREEMENT
BETWEEN THE STATE OF MONTANA
AND GALLATIN COUNTY**

THIS AGREEMENT is made and entered into by and between Gallatin 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 May, 2007 .


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 7-33-2210 MCA.


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 7-33-2203 MCA. 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 per 7-33-2209 MCA. 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 duties imposed by 7-33-2202 through 7-33-2204 MCA. The **COOPERATOR** may exercise the powers authorized by 7-33-2205 through 7-33-2208 MCA.
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** by the **DEPARTMENT** 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 GALLATIN:

DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION:

BY 

BY 

BY 

BY _____
AREA MANAGER

ATTEST: _____
CHIEF, FIRE AND AVIATION MANAGEMENT BUREAU

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COUNTY OF GALLATIN:

BY Joe P. Danner
 BY David R. Mark
 BY [Signature]

DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION:

BY [Signature]
 AREA MANAGER

ATTEST:

[Signature]
 CHIEF, FIRE AND AVIATION MANAGEMENT BUREAU

[Signature]