

SUPPLEMENTAL FIRE PROJECT AGREEMENT
Between The
NATURAL RESOURCES AND CONSERVATION, MONTANA DEPARTMENT OF,
CENTRAL LAND OFFICE
And the
USDA FOREST SERVICE, BEAVERHEAD-DEERLODGE NATIONAL FOREST

This Supplemental Fire Project Agreement (agreement) is hereby made and entered into by and between the Montana Department of Natural Resources and Conservation, Central Land Office, hereinafter referred to as “DNRC” and the USDA, Forest Service, Beaverhead-Deerlodge National Forest, hereinafter referred to as the “U.S. Forest Service” under the Reciprocal Fire Protection Act of May 27, 1955, (69 Stat. 66; 42 U.S.C. 1856a) and under the provisions of the Master Cooperative Wildland Fire Management and Stafford Act Response Agreement No. 17-FI-11015600-010, executed between the parties. EXTENDED 2023

Project Title: Prescribed Burning and Fuels Reduction Assistance

I. BACKGROUND

As referenced above, the parties (directly or through their respective agencies) entered into a Master Cooperative Wildland Fire Management and Stafford Act Response Agreement (Master Agreement). The Master Agreement allows for the parties to cooperatively conduct projects or share resources for fire protection and prevention, which includes such activities as prescribed fire/fuels management, preparedness, fire analysis/planning, rehabilitation, training, public affairs, and other beneficial efforts in support of interagency fire management.

The U.S. Forest Service plans to perform prescribed burning and fuels reduction activities and has the need to utilize DNRC resources including DNRC agreements with local fire departments to assist.

II. PURPOSE

The purpose of this agreement is to authorize DNRC resources and resources under agreement or contract with the DNRC to assist in prescribed burning and fuels reduction activities initiated by the Beaverhead-Deerlodge National Forest.

III. THE DNRC SHALL:

LGFF USE REQUIRES PRE-APPROVAL
FROM DNRC

- A. Perform in accordance with the terms of this agreement and Financial Plan, Exhibit A.
- B. Bill the U.S. Forest Service for actual costs incurred for reimbursement, as agreed to in the Provision IV.C. and the Financial Plan.

- C. Provide a qualified, red carded and pack tested fire personnel with vehicles as available.
- D. Provide staffed qualified engines and tenders as available.

IV. THE U.S. FOREST SERVICE SHALL:

- A. Perform in accordance with the terms of this agreement and Financial Plan, Exhibit A.
- B. Provide overall project oversight, management, personnel and equipment for prescribed fire and fuels reduction activities planning and implementation.
- C. PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse DNRC for the U.S. Forest Service's share of actual expenses incurred, not to exceed **\$42,550** as shown in the attached Financial Plan. The U.S. Forest Service shall make payment upon receipt of DNRC's monthly invoice. Each invoice from DNRC must display the total project costs for the billing period.

Each invoice must include, at a minimum:

1. DNRC's name, address, and telephone number
2. U.S. Forest Service project agreement number, **19-FP-11010200-034**
3. Invoice date
4. Performance dates of the work completed (start & end)
5. Total invoice amount for the billing period

The invoice must be sent by one of three methods (email is preferred):

EMAIL: asc_ga@fs.fed.us

FAX: 877-687-4894

POSTAL: USDA Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101B Sun Ave NE
Albuquerque, NM 87109

Send an electronic copy to: Brian Anderson, brian.anderson@usda.gov

V. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

- A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Don Copple Address: 730 North Montana Street City, State, Zip: Dillon, MT 59725 Telephone: (406)683-6305 FAX: (406)683-2903 Email: dcopple@mt.gov	Name: Marci Anderson Address: 2705 Spurgin Road City, State, Zip: Missoula, MT 59804 Telephone: (406)542-4305 FAX: (406)542-4217 Email: marcianderson@mt.gov

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Brian Anderson Address: 420 Barrett Street City, State, Zip: Dillon, MT 59725 Telephone: 406-683-3870 FAX: 406-683-3848 Email: brian.anderson@usda.gov	Name: Sharon Sawyer Address: 420 Barrett Street City, State, Zip: Dillon, MT 59725 Telephone: 406-683-3919 FAX: 406-683-3848 Email: sharon.sawyer@usda.gov

- B. LIABILITY. As set forth under the provisions of the Master Agreement.
- C. In the event of a conflict between the provisions of this agreement and the Master Agreement, the Master Agreement shall take precedence.
- D. INDIRECT COST RATES. When indirect cost rates are applied to Federal reimbursements, the Parties agree to the following:
1. If the payment recipient has never received or does not currently have a negotiated indirect cost rate, they are eligible for a de minimis indirect cost rate up to 10% of Modified Total Direct Costs (MTDC). MTDC is defined as all salaries and wages, fringe benefits, materials and supplies, services, travel, and contracts up to the first \$25,000 of each contract.
 2. For rates greater than 10%, the payment recipient shall provide either an applicable negotiated indirect cost rate agreement (NICRA) from a cognizant Federal agency, or an indirect cost rate summary in a format that clearly defines the indirect cost rate and MTDC.
 3. The payment recipient must maintain adequate documentation to support the methodology and computation of the indirect cost rate. Documentation must be made available to the Federal agency upon request.
 4. Failure to provide adequate documentation supporting the indirect cost rate could result in disallowed costs and repayment to the Federal agency.

- E. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the parties from participating in similar activities with other public or private agencies, organizations, and individuals.
- F. ENDORSEMENT. Either party's contributions made under this agreement do not by direct reference or implication convey endorsement of each other's products or activities.
- G. ALTERNATE DISPUTE RESOLUTION. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to, conciliation, facilitation, mediation, and fact finding.
- H. MODIFICATION. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. Neither party is obligated to fund any changes not properly approved in advance.
- I. TERMINATION. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. Neither party shall incur any new obligations for the terminated portion of this agreement after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination.
- J. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of last signature and is effective through **September 15, 2024**, at which time it will expire unless extended.

If the referenced Master Agreement is superseded by a new Master Agreement, this project agreement may remain in effect to the extent that it does not conflict with the provisions of the new Master Agreement, but only until such time that the project can be completed or modified to be incorporated within the terms of the new Master Agreement.

- K. AUTHORIZED REPRESENTATIVES. By signature below, the parties certify that the individuals listed in this document as representatives of each party are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.

Greg Archie
Greg Archie

9/17/19

for

HOYT RICHARDS, Area Manager, Central Land Office
Montana Department of Natural Resources and Conservation

Date

CHERI FORD

Digitally signed by CHERI
FORD
Date: 2019.09.17 20:50:25
-06'00'

CHERI A. FORD, Forest Supervisor
U.S. Forest Service, Beaverhead-Deerlodge National Forest

Date

The authority and format of this agreement, 19-FP-11010200-034, have been reviewed and approved for signature.

Sharon L. Sawyer

Digitally signed by SHARON
SAWYER
Date: 2019.09.16 16:14:16
-06'00'

SHARON L. SAWYER
U.S. Forest Service Grants Management Specialist

Date

EXHIBIT A - FINANCIAL PLAN

Reimbursement shall be made for actual expenses incurred.

Description of Cost Element	Total Cost
Salary and Equipment based on State Rates and Rates Negotiated on DNRC Agreements: (Travel is authorized if needed and would reduce Salary Cost Element if charged)	\$38,082.88
Indirect Costs 11.73% from 7/19 to 6/21	\$4,467.12
TOTAL	\$42,550.00