

DNRC SABHRS #

50670

Forest Service Agreement No. 23-FP-11011600-023

SUPPLEMENTAL FIRE PROJECT AGREEMENT

Between

NATURAL RESOURCES & CONSERVATION, MONTANA DEPT OF

And

**UNITED STATES DEPARTMENT OF AGRICULTURE
LOLO NATIONAL FOREST**

This Supplemental Fire Project Agreement is hereby made and entered into by and between Montana Department of Natural Resources and Conservation, Forestry Division and Trust Lands Division, Fire Protection Bureau, hereinafter referred to as "MT DNRC," and the USDA Forest Service, Northern Region, Lolo 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. 23-FI-11015600-048, executed between the Parties.

Project Title: Prescribed Fire Assistance to Lolo National Forest

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.

II. PURPOSE:

The purpose of this Agreement is to document the Parties' contributions and cooperation regarding MT DNRC providing assistance with prescribed fire or other activities as described above to the U.S. Forest Service, Lolo National Forest. This project is further described in the hereby incorporated Financial Plan and Operating Plan attached as Exhibits A and B.

III. MT DNRC SHALL:

- A. Perform in accordance with the terms of this agreement and with the attached Financial Plan and Operating Plan, Exhibits A and B.
- B. As available, provide qualified personnel and other resources to assist the Lolo National Forest with prescribed fire activities upon request.
- C. Bill the Federal Agency for actual costs incurred, not to exceed \$30,000, as agreed to in the attached Financial Plan.

IV. THE U.S. FOREST SERVICE SHALL:

- A. Perform in accordance with the terms of this agreement and with the attached Financial Plan and Operating Plan, Exhibits A and B.
- B. Provide overall project direction and oversight.
- C. Consult with MT DNRC and obtain pre-approval prior to any use of Local Government Fire Forces (LGFFs) sponsored by the MT DNRC in support of prescribed fire projects on the Lolo National Forest. All use of LGFF will be in accordance with Section II of the NRCG Mobilization of Local Government Fire Forces.
- D. Communicate to Tier 3 Dispatch Center managing a prescribed fire incident that when utilizing MT DNRC or LGFF resources, a resource order will be required. Resource orders will be utilized as supporting documentation for reimbursement and agreement monitoring.
- E. Reference and follow all protocols stated in the [NRCG Mobilization of Local Firefighting Forces and Chapter 50 of the Northern Rockies Supplement to the NWCG Standards for Interagency Incident Business Management](#).
- F. PROGRAM MONITORING AND PROGRAM PERFORMANCE REPORTS.

USFS shall submit annual performance reports to the U.S. Forest Service Grants Management Specialist. These reports are due 90 days after the reporting period. The final performance report must be submitted either with MT DNRC's final payment request, or separately, but not later than 120 days from the expiration date of the agreement.

- G. PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse the MT DNRC for the U.S. Forest Service's share of actual expenses incurred, not to exceed \$30,000 as shown in the attached Financial Plan. The Forest Service shall make payment upon receipt of the MT DNRC's monthly invoice. Each invoice from the MT DNRC must display the total project costs for the billing period.

Each invoice must include, at a minimum:

1. Cooperator's name, address, and telephone number.
2. U.S. Forest Service agreement number. **23-FP-11011600-023**
3. Invoice date.
4. Performance dates of the work completed (start & end).
5. Total invoice amount for the billing period.
6. Display all costs, both cumulative and for the billing period, by separate cost element as shown on the financial plan.
7. Cumulative amount of U.S. Forest Service payments to date.
8. Statement that the invoice is a request for payment by "reimbursement".
9. If using SF-270, a signature is required.
10. Invoice Number, if applicable.

The invoice must be forwarded to:

EMAIL: SM.FS.ASC_GA@USDA.GOV

FAX: 877-687-4894

POSTAL: USDA Forest Service
Albuquerque Service Center

Payments – Grants & Agreements
 101B Sun Ave NE
 Albuquerque, NM 87109

Send a copy to: Jeffrey Hayes at jeffrey.hayes@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
<p>Karl Nikoleyczik MT DNRC, Southwest Land Office 2705 Spurgin Road Missoula, MT 59804 (406) E-mail: karlnikoleyczik@mt.gov</p> <p>Dylan Kopitzke MT DNRC, NWLO 655 Timberwolf Parkway, Suite 1 Kalispell, MT 59901 406-751-2247 dkopitzke@mt.gov</p> <p>Cory Calnan MT DNRC 2705 Spurgin Road Missoula, MT 59804 E-mail: ccalnan@mt.gov</p>	<p>Marci Anderson Montana DNRC, Forestry Division 2705 Spurgin Road Missoula, MT 59804 (406) 542-4305 FAX: (406) 542-4217 E-mail: marcianderson@mt.gov</p>

Principal Federal Agency Contacts:

Federal Agency Program Manager Contact	Federal Agency Administrative Contact
<p>Jeffrey Hayes Lolo National Forest FMO 24 Fort Missoula Road Missoula, MT 59804 (406) 329-1068 E-mail: jeffrey.hayes@usda.gov</p>	<p>Lindsay Gilman Region 1, Grants & Agreements 24 Fort Missoula Road Missoula, MT 59804 (406) 491-5051 E-mail: lindsay.gilman@usda.gov</p>

- 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. PURCHASE OF ASSETS. Any assets (such as equipment, property, or improvements) purchased by the Federal Agency with the MT DNRC's contributions shall become the property of the Federal Agency, unless otherwise documented via separate authority and instrument.
- F. 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.
- G. 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.
- H. 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.
- I. 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.
- J. 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.

K. COMMENCEMENT/EXPIRATION DATE. This Agreement is executed as of the date of last signature and is effective through **December 31, 2027**, 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.

L. 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 formatters related to this Agreement.

Matthew R
Hall

Digitally signed by
Matthew R Hall
Date: 2023.03.27
14:13:16 -06'00'

MATT HALL, Fire Protection Bureau Chief, Date
State of Montana, Department of Natural Resources
and Conservation

CAROLYN
UPTON

Digitally signed by
CAROLYN UPTON
Date: 2023.03.28
16:50:59 -06'00'

CAROLYN UPTON, Forest Supervisor Date
USDA Forest Service, Lolo National Forest

The authority and format of this Agreement have been reviewed and approved for signature.

LINDSAY
GILMAN

Digitally signed by LINDSAY GILMAN
Date: 2023.03.27 12:59:27 -06'00'

LINDSAY GILMAN, Agreements Specialist Date
USDA Forest Service, Region 1

Attachment: **Exhibit A**

USFS Agreement No.:

Cooperator Agreement No.:

Mod. No.:

Note: This Financial Plan may be used when:

- (1) No program income is expected and
- (2) The Cooperator is not giving cash to the FS and
- (3) There is no other Federal funding

Agreements Financial Plan (Short Form)

Financial Plan Matrix: Note: All columns may not be used. Use depends on source and type of contribution(s).

COST ELEMENTS	FOREST SERVICE CONTRIBUTIONS			COOPERATOR CONTRIBUTIONS		(e) Total
	(a) Noncash	(b) Cash to Cooperator	(c) Noncash	(d) In-Kind	(e) Total	
Direct Costs						
Salaries/Labor	\$0.00	\$15,000.00	\$0.00	\$0.00	\$0.00	\$15,000.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies/Materials	\$0.00	\$1,650.00	\$0.00	\$0.00	\$0.00	\$1,650.00
Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$10,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00
Other						\$0.00
Subtotal	\$0.00	\$26,650.00	\$0.00	\$0.00	\$0.00	\$26,650.00
Coop Indirect Costs						
FS Overhead Costs	\$0.00	\$3,350.00	\$0.00	\$0.00	\$0.00	\$3,350.00
Total	\$0.00	\$30,000.00	\$0.00	\$0.00	\$0.00	\$30,000.00
Total Project Value:						

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) 100.00%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 0.00%
Total (f+g) = (h)	(h) 100.00%

WORKSHEET FOR

FS Cash to the Cooperator Cost Analysis, Column (b)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract= \$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor				
Standard Calculation				
Job Description	Cost/Day	# of Days		Total
DNRC employees - salary/benefits	\$150.00	100.00		\$15,000.00
Total Salaries/Labor				\$15,000.00

Supplies/Materials				
Standard Calculation				
Supplies/Materials	# of Items	Cost/Item		Total
Operating supplies	10.00	\$165.00		\$1,650.00
Total Supplies/Materials				\$1,650.00

Contractual				
Standard Calculation				
Item	# of Units	Cost/Unit		Total
Local gov't / Fire Dept resources	100.00	\$100.00		\$10,000.00
Total Contractual				\$10,000.00

Subtotal Direct Costs	\$26,650.00
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Cooperator Indirect Costs				
Current Overhead Rate	Subtotal Direct Costs			Total
12.57%	\$26,650.00			\$3,350.00
Total Coop. Indirect Costs				\$3,350.00

TOTAL COST	\$30,000.00
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*Rates based on Chapter 50
of the Northern Rockies
Supplement to the NWCG
Standards for Interagency
Incident Business
Management

EXHIBIT B Operating Plan

Project Title: Prescribed Burning Assistance to Lolo National Forest

U.S. Forest Service Ranger Districts within the Lolo National Forest boundary may request the assistance of MT DNRC qualified personnel and or equipment, (inclusive of any Local Government Fire Forces with prior approval from MT DNRC) for assistance in prescribed burning implementation, contingency resources, and other activities as described in the Montana Master Cooperative Wildland Fire Management and Stafford Act Response Agreement 23-FI-11015600-048.

The U.S. Forest Service will reimburse MT DNRC for actual costs incurred for salary, and equipment not to exceed the amount of **\$30,000**. Overhead will be assessed.

Operational prescribed burning opportunities in the state of Montana are challenging to predict and for this reason, Forest Service project managers are unable to precisely identify exactly which burn units may require assistance from MT DNRC prior to a burn season. Additionally, throughout the life span of this agreement, prescribed burn units and project areas will vary based on completion and addition of projects to the Forest program of work. Forest Service Project Managers will have several burn units ready for implementation prior to each burn season for if/when the opportunity arises. Prior to engaging MT DNRC/LGFF resources in any prescribed burn activity the U.S. Forest Service will provide a complete in brief to assisting resources.

When available, MT DNRC may be requested for their assistance on any of the following U.S. Forest Service Ranger Districts for the purposes described in this agreement:

U.S. Forest Service Ranger Districts within Lolo National Forest

Lolo National Forest Fuels Staff

Contact: Jeffrey Hayes

Missoula Ranger District:

Contact: Jesse Kurpius, Fire Management Officer

Ninemile Ranger District

Contact: Teo DiGiando, Fire Management Officer

Seeley Ranger District

Contact: Adam Carr, Fire Management Officer

Superior Ranger District

Contact: Lorie Cotter, Fire Management Officer

Plains/Thompson Falls Ranger District

Contact: VACANT, Fire Management Officer