

DNRC SABHRS #

50671

Forest Service Agreement No. 23-FP-11010300-014

SUPPLEMENTAL FIRE PROJECT AGREEMENT
Between
NATURAL RESOURCES & CONSERVATION, MONTANA DEPT OF
And The
UNITED STATES DEPARTMENT OF AGRICULTURE
BITTERROOT NATIONAL FOREST

This Supplemental Fire Project Agreement is hereby made and entered into by and between the Montana Department of Natural Resources & Conservation, Forestry and Trust Lands Division, Fire Protection Bureau, hereinafter referred to as "MT DNRC," and the USDA Forest Service, Northern Region, Bitterroot 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 the Bitterroot 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, Bitterroot 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. Perform in accordance with the terms of the Ravalli County Sub-Geographic Fire Operating Plan, Agreement 23-FO-11010300-012.
- C. As available, provide qualified personnel and other resources to assist the Bitterroot National Forest with prescribed fire activities upon request.
- D. Bill the Federal Agency for actual costs incurred, not to exceed \$7,000, 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. Perform in accordance with the terms of the Ravalli County Sub-Geographic Fire Operating Plan, Agreement 23-FO-11010300-012.
- C. Provide overall project direction and oversight.
- D. Consult with MT DNRC and obtain pre-approval to any use of Local Government Fire Forces (LGFFs) sponsored by the MT DNRC in support of prescribed fire projects on the Bitterroot National Forest. All use of LGFF will be in accordance with Section II of the [NRCC Mobilization of Local Government Fire Forces](#).
- E. 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.
- F. Reference and follow all protocols stated in the [NRCC Mobilization of Local Firefighting Forces](#) and [Chapter 50 of the Northern Rockies Supplement to the NWCG Standards for Interagency Incident Business Management](#).
- G. 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.
- H. 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 **\$7,000** 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-11010300-014**
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: David Tingley at david.tingley@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:

Montana DNRC Program Contact	Montana DNRC Administrative Contact
Karl Nikoleyczik MT DNRC Southwestern Land Office 1401 27 th Avenue Missoula, MT 59801 406-542-4263 Email: karl.nikoleyczik@mt.gov	Marci Anderson MT DNRC Forestry Division 2705 Spurgin Road Missoula, MT 59804 406-542-4305 Fax: 406-542-4217 Email: marcianderson@mt.gov Cory Calnan MT DNRC 2705 Spurgin Road Missoula, MT 59804 406-788-7718 Email: ccalnan@mt.gov

USFS Program Manager Contact	USFS Administrative Contact
David Tingley Bitterroot National Forest 1801 North First Street Hamilton, MT 59840 406-249-8247 Email: david.tingley@usda.gov	Lindsay Gilman Region 1, Grants & Agreements 26 Fort Missoula Road Missoula, MT 59804 406-491-5051 Email: lindsay.gilman@usda.gov Shannon Vaughan Region 1, Grants & Agreements 26 Fort Missoula Road Missoula, MT 59804 406-544-5770 Email: shannon.vaughan@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. PURCHASE OF ASSETS. Any assets (such as equipment, property, or improvements) purchased by the Federal Agency with the 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 for matters related to this Agreement.

Matthew R Hall

Digitally signed by Matthew R Hall
Date: 2023.05.03 12:27:43 -06'00'

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

Date

MATTHEW ANDERSON

Digitally signed by MATTHEW ANDERSON
Date: 2023.05.05 15:37:48 -06'00'

MATTHEW ANDERSON, Forest Supervisor
USDA Forest Service, Bitterroot National Forest

Date

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

LINDSAY GILMAN

Digitally signed by LINDSAY GILMAN
Date: 2023.04.10 13:03:38 -06'00'

LINDSAY GILMAN, Agreements Specialist
USDA Forest Service, Region 1

Date

Attachment: **Exhibit A**

USFS Agreement No.:

23-FP-11010300-014

Mod. No.:

001

Cooperator Agreement 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)

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

Financial Plan Matrix:

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	\$3,000.00	\$0.00	\$0.00	\$0.00	\$3,000.00
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	\$830.00	\$0.00	\$0.00	\$0.00	\$830.00
Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$6,000.00	\$0.00	\$0.00	\$0.00	\$6,000.00
Other						\$0.00
Subtotal	\$0.00	\$9,830.00	\$0.00	\$0.00	\$0.00	\$9,830.00
Coop Indirect Costs		\$870.00	\$0.00			\$870.00
FS Overhead Costs	\$0.00					\$0.00
Total	\$0.00	\$10,700.00	\$0.00	\$0.00	\$0.00	\$10,700.00
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)

Salaries/Labor

Standard Calculation				
Job Description	Cost/Day	# of Days		Total
DNRC employees - salary/benefits				\$3,000.00
Total Salaries/Labor				\$3,000.00

Supplies/Materials

Standard Calculation				
Supplies/Materials	# of Items	Cost/Item		Total
Operating supplies	1.00	\$218.00		\$218.00
Total Supplies/Materials				\$218.00

Contractual

Standard Calculation				
Item	# of Units	Cost/Unit		Total
Local gov't / Fire Dept resources	30.00	\$100.00		\$3,000.00
Total Other				\$3,000.00

Subtotal Direct Costs	\$6,218.00
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Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs		Total
12.57%	\$6,218.00		\$782.00
Total Coop. Indirect Costs			\$782.00

TOTAL COST	\$7,000.00
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*Total rounded down to the nearest dollar

*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 Fire Assistance to the Bitterroot National Forest

U.S. Forest Service Ranger Districts within the Bitterroot 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, equipment, and/or supplies not to exceed the amount of **\$7,000**. Overhead will be assessed.

Operational prescribed burning opportunities in the state of Montana are challenging to predict and for this reason, Forest Service program 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 Program 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:

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

Bitterroot National Forest Fuels Staff

Contact: David Tingley

Stevensville Ranger District

Contact: Warren Appelhans, Fire Management Officer

Darby/Sula Ranger District

Contact: John Wood, Fire Management Officer

West Fork Ranger District

Contact: Brett Lewis, Fire Management Officer



MODIFICATION OF GRANT OR AGREEMENT

PAGE	OF
PAGES	
1	4

1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER: 23-FP-11010300-014 Prescribed Fire Assistance to the Bitterroot National Forest	2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY:	3. MODIFICATION NUMBER: 001
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4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4): Lindsay Gilman Northern Region Grants and Agreements Building 26 Fort Missoula Road Missoula, MT 59804 406-491-5051 Email: lindsay.gilman@usda.gov Shannon Vaughan Northern Region Grants and Agreements Building 26 Fort Missoula Road Missoula, MT 59804 406-544-5770 Email: shannon.vaughan@usda.gov	5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4): David Tingley Bitterroot National Forest 1801 North First Street Hamilton, MT 59840 406-249-8247 Email: david.tingley@usda.gov
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6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county): Natural Resources & Conservation, Montana Dept Of 1539 11 th Ave Helena, MT 59601-4566 Attn: Marci Anderson 2705 Spurgin Rd Missoula, MT 59804 406-542-4305 Email: marcianderson@mt.gov Karl Nikoleyczik 1401 27 th Ave Missoula, MT 59801 406-542-4263 Email: karl.nikoleyczik@mt.gov	7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only):
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8. PURPOSE OF MODIFICATION

CHECK ALL THAT APPLY:	This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above.
<input type="checkbox"/>	CHANGE IN PERFORMANCE PERIOD:
<input checked="" type="checkbox"/>	CHANGE IN FUNDING: Add an additional \$10,700 in Forest Service Cash Contributions.
<input type="checkbox"/>	ADMINISTRATIVE CHANGES:
<input type="checkbox"/>	OTHER (Specify type of modification):

Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full force and effect.



9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):

The purpose of this modification is to:

- 1. Obligate an additional \$10,700 in Forest Service funding for completing work as described in the attached Modification 001 Financial Plan (Exhibit A).
- 2. Update Provision IV. H. PAYMENT/REIMBURSEMENT. DELETE the first sentence and REPLACE with the following: The U.S. Forest Service shall reimburse MT DNRC for the U.S. Forest Service's share of actual expenses incurred, not to exceed \$17,700 as shown cumulatively in the Financial Plans.

10. ATTACHED DOCUMENTATION (Check all that apply):

<input type="checkbox"/>	Revised Scope of Work
<input checked="" type="checkbox"/>	Revised Financial Plan
<input type="checkbox"/>	Other: Appendices B-D

11. SIGNATURES

AUTHORIZED REPRESENTATIVE: BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED GRANT/AGREEMENT.

11.A. MT DNRC SIGNATURE (Signature of Signatory Official)	11.B. DATE SIGNED	11.C. U.S. FOREST SERVICE SIGNATURE (Signature of Signatory Official)	11.D. DATE SIGNED
11.E. NAME (type or print): MATT HALL		11.F. NAME (type or print): MATTHEW ANDERSON	
11.G. TITLE (type or print): Fire Protection Bureau Chief, State of Montana, Department of Natural Resources and Conservation		11.H. TITLE (type or print): Forest Supervisor, Bitterroot National Forest	

12. G&A REVIEW

12.A. The authority and format of this modification have been reviewed and approved for signature by: LINDSAY GILMAN LINDSAY GILMAN U.S. Forest Service Grants Management Specialist	Digitally signed by LINDSAY GILMAN Date: 2023.07.28 08:37:59 -06'00'	12.B. DATE SIGNED
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Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

Attachment: **Exhibit A**

USFS Agreement No.:

23-FP-11010300-014

Mod. No.:

Cooperator Agreement 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)

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

Financial Plan Matrix:

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	\$3,000.00	\$0.00	\$0.00	\$0.00	\$3,000.00
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	\$218.00	\$0.00	\$0.00	\$0.00	\$218.00
Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$3,000.00	\$0.00	\$0.00	\$0.00	\$3,000.00
Other						\$0.00
Subtotal	\$0.00	\$6,218.00	\$0.00	\$0.00	\$0.00	\$6,218.00
Coop Indirect Costs		\$782.00	\$0.00			\$782.00
FS Overhead Costs	\$0.00					\$0.00
Total	\$0.00	\$7,000.00	\$0.00	\$0.00	\$0.00	\$7,000.00
Total Project Value:						

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

WORKSHEET FOR

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

Salaries/Labor

Standard Calculation				
Job Description	Cost/Day	# of Days		Total
DNRC employees - salary/benefits				\$3,000.00
Total Salaries/Labor				\$3,000.00

Supplies/Materials

Standard Calculation				
Supplies/Materials	# of Items	Cost/Item		Total
Operating supplies				\$830.00
Total Supplies/Materials				\$830.00

Contractual

Standard Calculation				
Item	# of Units	Cost/Unit		Total
Local gov't / Fire Dept resources				\$6,000.00
Total Other				\$6,000.00

Subtotal Direct Costs

\$9,830.00

Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs			Total
8.85%	\$9,830.00			\$870.00
Total Coop. Indirect Costs				\$870.00

TOTAL COST

\$10,700.00

*Total rounded down to the nearest dollar

*Rates based on Chapter 50 of the Northern Rockies Supplement to the NWCG Standards for Interagency Incident Business Management