

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

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, 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 Montana Department of Natural Resources & Conservation

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 Forests within the Northern Region providing assistance with prescribed fire or other activities as described above to the MT DNRC. This project is further described in the hereby incorporated Financial and Operating Plan, attached as Exhibits A and B.

III. U.S. FOREST SERVICE SHALL:

- A. Perform in accordance with the terms of this agreement and with the attached Financial and Operating Plan (Exhibits A and B).
- B. Perform in accordance with the terms of Master Agreement 23-FI-11015600-048.
- C. As available, provide qualified personnel, trainees, and other resources to assist the MT DNRC with prescribed fire activities upon request.
- D. Bill the MT DNRC for actual costs incurred, not to exceed \$150,000 as agreed to in the attached Financial Plan.

IV. THE MT DNRC SHALL:

- A. Perform in accordance with the terms of this agreement and with the attached Financial and Operating Plan (Exhibits A and B).
- B. Perform in accordance with the terms of the Master Agreement 23-FI-11015600-048.

- C. Provide overall project direction and oversight. Ahead of project implementation, consult with U.S. Forest Service staff on agency specific planning requirements for using U.S. Forest Service resources.
- D. Communicate to Tier 3 Dispatch Center managing a prescribed fire incident that when utilizing U.S. Forest Service resources for assistance, a resource order will be required. Resource orders will be utilized as supporting documentation for reimbursement and agreement monitoring.
- E. **REIMBURSABLE BILLING.** The maximum total cost liability to MT DNRC for this agreement is **\$150,000**. The U.S. Forest Service shall bill MT DNRC quarterly as of the date of execution for funds sufficient to cover the costs for the specific payment period. All reimbursement billings must be completed within the same fiscal year as U.S. Forest Service expenditures. Indirect costs will not be assessed.

Each invoice must include, at a minimum:

- 1. Invoice date.
- 2. Performance dates of the work completed (start & end).
- 3. Total invoice amount for the billing period.
- 4. Display all costs, both cumulative and for the billing period, by separate cost element as shown on the financial plan.
- 5. Statement that the invoice is a request for payment by “reimbursement”.
- 6. Invoice Number, if applicable.

Billings must be sent to:

Marci Anderson
Montana Department of Natural Resources and
Conservation, Division of Forestry
2705 Spurgin Rd
Missoula, MT 59804
marcianderson@mt.gov

The U.S. Forest Service is required to issue bills for expenditures incurred under reimbursable agreements at the end of or prior to the end of each fiscal year. Therefore, an out-of-cycle bill may be received by MT DNRC.

If payment is not received to the satisfaction of the U.S. Forest Service by the date specified on the Bill for Collection (Form FS-6500-89), the U.S. Forest Service shall exercise its rights regarding the collection of debts owed to the United States.

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:

MT DNRC Program Contact	MT DNRC Administrative Contact
Cory Calnan Deputy Chief MT DNRC 2705 Spurgin Road Missoula, MT 59804 406-788-7718 E-mail: ccalnan@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

USFS Program Manager Contact	USFS Administrative Contact
Gabe Dumm Regional Fuels Program Manager 26 Fort Missoula Road Missoula, MT 59804 541-580-8609 gabriel.dumm@usda.gov Kristen Sanders Regional Fuels Planner 26 Fort Missoula Road Missoula, MT 59804 406-329-3534 kristen.sanders@usda.gov	Lindsay Gilman Region 1, Grants & Agreements 26 Fort Missoula Road Missoula, MT 59804 E-mail: lindsay.gilman@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.

Cory F
Calnan

Digitally signed by Cory F
Calnan
Date: 2024.04.22
09:15:13 -06'00'

CORY CALNAN, Deputy Chief - Fire Protection Bureau Date
State of Montana, Department of Natural Resources and
Conservation



Digitally signed by
LEANNE MARTEN
Date: 2024.04.22
12:13:33 -06'00'

LEANNE MARTEN, Regional Forester Date
USDA Forest Service, Northern Region

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

LINDSAY
GILMAN

Digitally signed by LINDSAY GILMAN
Date: 2024.04.16 05:59:58 -06'00'

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

EXHIBIT A

Forest Service Agreement #

Cooperator Agreement #

Collection Agreement Financial Plan

Cooperator and FS Contributions

COST ELEMENTS and related data			Cooperator Contribution	FS Non-Cash Contribution	
Line Item Cost Subtotals			Subtotal	Subtotal	Combined Subtotals
PERSONNEL					
Resource Specialists (List all personnel):	# of Days	\$/Day			
Variuos qualified USFS fire personell GS4-GS11	50.00	\$3,000.00	\$150,000.00		\$150,000.00
Subtotal, Personnel:	50.00		\$150,000.00	\$0.00	\$150,000.00
TOTAL DIRECT CHARGES			\$150,000.00	\$0.00	\$150,000.00
OVERHEAD ASSESSMENT (if applicable, see FSH 1909.13)	Insert Rate Here:				
Total Party Costs			\$150,000.00	\$0.00	\$150,000.00

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 45 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.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

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.

EXHIBIT B Operating Plan

Project Title: Prescribed Fire Assistance to the Montana Department of Natural Resources & Conservation

Montana DNRC Units within the state of Montana may request the assistance of U.S. Forest Service, Northern Region qualified personnel, trainees, and or resources, 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 MT DNRC will reimburse U.S. Forest Service, Northern Region for actual costs incurred for salary, equipment, resources, and/or supplies not to exceed the amount of **\$150,000**. Overhead will not be assessed.

Operational prescribed burning opportunities in the State of Montana are challenging to predict and for this reason, MT DNRC program managers are unable to precisely identify exactly which burn units may require assistance from the U.S. Forest Service 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 MT DNRC's program of work. MT DNRC Program Managers will have several burn units ready for implementation prior to each burn season for if/when the opportunity arises. Ahead of project implementation, MT DNRC will consult with U.S. Forest Service staff on agency specific planning requirements for using U.S. Forest Service resources. Prior to engaging U.S. Forest Service resources in any prescribed burn activity, the MT DNRC will provide a complete in-brief to assisting resources.

When available, U.S. Forest Service, may be requested for their assistance on any of the following MT DNRC Land Offices:

MT DNRC Land Offices within the State of Montana

Southwest Land Office

Karl Nikoleyczik
MT DNRC – Southwestern Land Office
1401 27th Ave
Missoula, MT 59804
406-542-4263
E-mail: karl.nikoleyczik@mt.gov

Northwest Land Office

Dylan Kopitzke
Fire Management Officer
MT DNRC – Northwestern Land Office
655 Timberwolf Parkway, Suite 1
Kalispell, MT 59901
406-751-2240
E-mail: dkopitzke@mt.gov

Central Land Office

John Huston
MT DNRC – Central Land Office
8001 N. Montana Ave
Helena, MT 59602
406-431-2562
E-mail: jhuston@mt.gov

Eastern Land Office

Randy Sanders
MT DNRC – Eastern Land Office
321 Main Street
Miles City, MT 59301
406-853-2034
E-mail: rasanders@mt.gov

Southern Land Office

Jeff Brown
MT DNRC – Southern Land Office
1371 Rimtop Drive
Billings, MT 59105
406-247-4406
E-mail: jbrown8@mt.gov

Northeastern Land Office

VACANT
MT DNRC – Northeast Land Office
613 N. E. Main Street
Lewistown, MT 59457
406-538-7789
E-mail: