

SUPPLEMENTAL FIRE PROJECT AGREEMENT
Between
NATURAL RESOURCES & CONSERVATION, MONTANA DEPT OF
And The
UNITED STATES DEPARTMENT OF AGRICULTURE
FLATHEAD NATIONAL FOREST
KOOTENAI 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, Flathead and Kootenai National Forests, 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 Flathead and Kootenai National Forests

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, Flathead and Kootenai National Forests. 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 Master Agreement 23-FI-11015600-048.
- C. As available, provide qualified personnel and other resources to assist the Flathead and/or Kootenai National Forests with prescribed fire activities upon request.
- D. Bill the Federal Agency for actual costs incurred, not to exceed \$35,000, 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 Master Agreement 23-FI-11015600-048.
- C. Provide overall project direction and oversight.
- D. Consult with MT DNRC and obtain pre-approval to any use of Local Government Fire Forces (LGFF's) sponsored by the MT DNRC in support of prescribed fire projects on the Flathead and/or Kootenai National Forests. All use of LGFF will be in accordance with Section II of the [NRCG Mobilization of Local Government Fire Forces](#).
- E. Communicate to Tier 3 Dispatch Center managing a prescribed fire incident that when utilizing MT DNRC and/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 [NRCG 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 **\$35,000** 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. **24-FP-11011000-004**
- 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:

Toby Thompson at don.thompson1@usda.gov (Flathead National Forest)

Or

Cory Farmer at cory.farmer@usda.gov (Kootenai National Forest)

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
Dylan Kopitzke 655 Timberwolf Parkway, Suite 1 Kalispell, MT 59901 406-751-2240 dkopitzke@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 E-mail: ccalnan@mt.gov

USFS Program Manager Contact	USFS Administrative Contact
<p>Toby Thompson Forest Fuels Planner, Flathead National Forest 650 Wolf Pack Way Kalispell, MT 59901 406-758-5243 E-mail: don.thompson1@usda.gov</p> <p>Cory Farmer Fuels Planner, Kootenai National Forest 31374 US Highway 2 Libby, MT 59923 406-283-7651 E-mail: cory.farmer@usda.gov</p>	<p>Lindsay Gilman Region 1, Grants & Agreements 26 Fort Missoula Road Missoula, MT 59804 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 DNRC's contributions shall become the property of the Federal Agency, unless otherwise documented via separate authority and instrument.
- I. 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.

- J. 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.
- K. 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.
- L. 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.
- M. 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.
- N. 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.

O. 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: 2024.03.20
08:14:30 -06'00'

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



Digitally signed by
Anthony B. Botello
Date: 2024.03.20
22:16:01 -06'00'

ANTHONY BOTELLO, Forest Supervisor USDA Date
Forest Service, Flathead National Forest

CHADWICK
BENSON

Digitally signed by
CHADWICK BENSON
Date: 2024.03.21
09:05:43 -06'00'

CHAD W. BENSON, Forest Supervisor
USDA Forest Service, Kootenai National Forest

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

LINDSAY
GILMAN

Digitally signed by LINDSAY GILMAN
Date: 2024.03.12 13:54:08 -06'00'

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

EXHIBIT B Operating Plan

Project Title: Prescribed Fire Assistance to the Flathead and Kootenai National Forests

U.S. Forest Service Ranger Districts within the Flathead and Kootenai National Forest boundaries 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 **\$35,000** (\$10,000 Kootenai, \$25,000 Flathead). 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 Flathead National Forest

Flathead National Forest Fuels Staff

Contact: Toby Thompson

Glacier View Ranger District

Contact: Andrew Huntsberger

Contact: Richard Hannah

Hungry Horse Ranger District

Contact: Andrew Huntsberger

Contact: Richard Hannah

Spotted Bear Ranger District

Contact: Jim Flint

Contact: Nate Harrison

Swan Lake Ranger District

Contact: Brent Olsen

Contact: Andre Du Lac

Tally Lake Ranger District

Contact: Manny Mendoza

Contact: vacant

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

Kootenai National Forest Fuels Staff

Contact: Cory Farmer

Ksanka Ranger District

Contact: RJ Mcdole (DFMO)

Contact: Harmony Burow (Fuels AFMO)

Contact: Danny Lemer (Fuels AFMO)

Three Rivers Ranger District

Contact: Beau Macy (DFMO)

Contact: Jason Conway (Fuels AFMO)

Contact: Tyler Bothman (Fuels AFMO)

Libby Ranger District

Contact: Brent Cooper (DFMO)

Contact: Eric Johnson (Fuels AFMO)

Contact: Tim Bumgarner (Fuels AFMO)

Cabinet Ranger District

Contact: Dusty Pierson (DFMO)

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		\$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		1.00	\$2,154.00	*	\$2,154.00
					\$0.00
Total Supplies/Materials					\$2,154.00

Contractual

Standard Calculation					
Item		# of Units	Cost/Unit		Total
Local gov't / Fire Dept resources		15.00	\$1,000.00	*	\$15,000.00
					\$0.00
Total Other					\$15,000.00

Subtotal Direct Costs

\$32,154.00

Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs			Total
8.85%	\$32,154.00			\$2,846.00
Total Coop. Indirect Costs				\$2,846.00

TOTAL COST

\$35,000.00

*Total rounded down to the nearest dollar

* Amounts above are estimates. Actual payroll costs for employee salary/benefits will be invoiced. Supply purchases such as gasoline, etc, will be invoiced at actual costs. Actual rates for LGFF resources will be based on Chapter 50 of the Northern Rockies Supplement to the NWCG Standards for Interagency Incident Business Management.