

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

This Supplemental Fire Project Agreement is hereby made and entered into by and between Gallatin County, hereinafter referred to as “the County”, and 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, Custer Gallatin 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 Custer Gallatin 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 Gallatin County providing assistance with prescribed fire or other activities as described above to the U.S. Forest Service, Custer Gallatin National Forest. This project is further described in the hereby incorporated Financial Plan and Operating Plan attached as Exhibits A and B.

III. THE COUNTY 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 South Central Zone Sub-Geographic Fire Operating Plan, Agreement 23-FO-11011100-027.
- C. As available, provide qualified personnel and other resources to assist the Custer Gallatin National Forest with prescribed fire activities upon request.

- D. Bill the Federal Agency for actual costs incurred, not to exceed \$10,000, 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 South Central Zone Sub-Geographic Fire Operating Plan, Agreement 23-FO-11011100-027.
- C. Provide overall project direction and oversight.
- D. Communicate to Tier 3 Dispatch Center managing a prescribed fire incident that when utilizing Gallatin County resources, a resource order will be required for supporting documentation for reimbursement and agreement monitoring. **Reference II. C. 2. Documentation Standards of the NRCG Mobilization of Local Government Firefighting Forces.*
- 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 the County'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 County for the U.S. Forest Service's share of actual expenses incurred, not to exceed **\$10,000** as shown in the attached Financial Plan. The Forest Service shall make payment upon receipt of the County's monthly invoice. Each invoice from the County 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-11011100-026**
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: Ashley Sites at ashley.sites@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:

Gallatin County Program Contact	Gallatin County Administrative Contact
Patrick Lonergan Gallatin County 219 E Tamarack Bozeman, MT 59715 406-548-0111 Email: patrick@readygallatin.com	Jamie Grabinski Gallatin County 311 W Main ST RM 303 Bozeman, MT 59715 406-582-3192 Email: jamie.grabinski@gallatin.mt.gov

Montana DNRC Program Contact	Montana DNRC Administrative Contact
John Huston MT DNRC Central Land Office 8001 N. Montana Ave Helena, MT 59602 406-431-2562 Email: jhuston@mt.gov	Marci Anderson Montana 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
Ashley Sites Custer Gallatin National Forest FMO P.O. Box 130 E Babcock Ave Bozeman, MT 59771 406-223-0143 Email: ashley.sites@usda.gov	Lindsay Gilman Region 1, Grants & Agreements 26 Fort Missoula Road Missoula, MT 59804 406-491-5051 Email: lindsay.gilman@usda.gov
Scott Schuster Custer Gallatin National Forest FMO P.O. Box 130 E Babcock Ave Bozeman, MT 59771 406-255-1414 Email: scott.schuster@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 County’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.



4-4-23

ZACH BROWN, Chairman, Gallatin County Commission Date

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

MARY ERICKSON, Forest Supervisor Date
USDA Forest Service, Custer Gallatin National Forest

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

LINDSAY GILMAN Digitally signed by LINDSAY GILMAN
Date: 2023.04.04 13:57:00 -06'00'

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

Attachment:

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	
Direct Costs					
Salaries/Labor	\$0.00	\$5,002.67	\$0.00	\$0.00	\$5,002.67
Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$4,436.33	\$0.00	\$0.00	\$4,436.33
Supplies/Materials	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other					\$0.00
Subtotal	\$0.00	\$9,439.00	\$0.00	\$0.00	\$9,439.00
Coop Indirect Costs		\$561.05	\$0.00		\$561.05
FS Overhead Costs	\$0.00				\$0.00
Total	\$0.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00
Total Project Value:					\$10,000.00

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	
Non-Standard Calculation	
Gallatin County Responders	\$5,002.67
Total Salaries/Labor	\$5,002.67

Equipment	
Non-Standard Calculation	
Engines/Water Tenders	\$4,436.33
Total Equipment	\$4,436.33

Subtotal Direct Costs	\$9,439.00
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Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs		Total
5.94%	\$9,439.00		\$561.05
Total Coop. Indirect Costs			\$561.05

TOTAL COST	\$10,000.00
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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 Custer Gallatin National Forest

U.S. Forest Service Ranger Districts within the Custer Gallatin National Forest boundary may request the assistance of Gallatin County qualified personnel and or equipment, (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 Gallatin County for actual costs incurred for salary, equipment, and/or supplies not to exceed the amount of **\$10,000**. 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 Gallatin County 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 Gallatin County resources in any prescribed burn activity the U.S. Forest Service will provide a complete in brief to assisting resources.

When available, Gallatin County may be requested for their assistance on any of the following U.S. Forest Service Ranger Districts:

U.S. Forest Service Ranger Districts within Custer Gallatin National Forest

Custer Gallatin National Forest Fire Staff

Contact: Scott Schuster, Ashley Sites

Ashland Ranger District

Contact: Scott Studiner, Fire Management Officer

Beartooth Ranger District

Contact: Jeff Flick, Fire Management Officer

Bozeman Ranger District

Contact: Zac Krohn, Fire Management Officer (detail currently vacant)

Gardiner Ranger District

Contact: Bob Culbreth, Fire Management Officer

Hebgen Ranger District

Contact: Zac Krohn, Fire Management Officer (detail currently vacant)

Sioux Ranger District

Contact: Jason Donahey, Prescribed Fire Specialist

Yellowstone Ranger District

Contact: Bob Culbreth, Fire Management Officer