

Exhibit I. Supplemental Fire Project Agreement

Cooperator Project Agreement No. 19-FP-11080900-056

SUPPLEMENTAL FIRE PROJECT AGREEMENT

Between

(c) OKLAHOMA DEPARTMENT OF AGRICULTURE, FOOD AND FORESTRY

Oklahoma Forestry Services

And

(d) U.S. DEPARTMENT OF AGRICULTURE, FOREST SERVICE

Ouachita National Forest

Oklahoma Ranger District

This Supplemental Fire Project Agreement (Agreement) is hereby made and entered into by and between Oklahoma Forestry Services, hereinafter referred to as "the Cooperator," and Ouachita National Forest, Oklahoma Ranger District, hereinafter referred to as the Federal Agency 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. 19-FI-11080900-054, executed between the Parties.

Project Title: Fuels Reduction Projects on the Ouachita 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 prescribed burn projects: The following list (Exhibit B) is not all inclusive due to the length of the agreement, prescribed fire projects needing assistance from the State is subject to change. The work described will remain consistent as listed in I. Background. This project is further described in the hereby incorporated Financial and Project Plan, attached as Exhibit A Financial Plan, Exhibit B Prescribed Burn List.

III. THE COOPERATOR SHALL:

- A. Perform in accordance with the terms of this Agreement and with the Financial and Project Plan, Exhibit A and Exhibit B.
- B. Bill the Federal Agency for actual costs incurred, not to exceed \$500.00 as agreed to in the attached Financial Plan.

MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT

IV. THE FEDERAL AGENCY SHALL:

- A. Perform in accordance with the terms of this Agreement and with the attached Financial and Project Plan, Exhibit A and Exhibit B.

- B. PAYMENT/REIMBURSEMENT. The Federal Agency shall reimburse the Cooperator for the Federal Agency's share of actual expenses incurred, not to exceed \$500.00 as shown in the attached Financial Plan. The Federal Agency shall make payment upon receipt of the Cooperator's monthly invoice. Each invoice from the Cooperator 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. Federal Agency project Agreement number
- 3. Invoice date
- 4. Performance dates of the work completed (start and end)
- 5. Total invoice amount for the billing period

A. The invoice must be forwarded to:

Albuquerque Service Center

Payments – Grants and Agreements

101B Sun Ave NE

Albuquerque, NM 87109

Send a copy to:

U.S. Forest Service

Ouachita National Forest

Attn: Joshua Graham, Forest Fire Management Officer

PO Box 1270

Hot Springs, AR 71901

C. SPECIAL BILLING REQUIREMENTS – FINANCIAL DOCUMENTATION. Reimbursable billings shall be issued at the prescribed frequency based on expenditures recorded in the U.S. Forest Service accounting system for work performed. Bills for Collection reflect an aggregate amount for the billing period. U.S. Forest Service Transaction Register listing itemized expenses will be provided upon request at the end of a project or annually for long-term agreements. Provision of the Transaction Register or other supporting documentation accompanying individual bills will be limited to agreements over \$2,500, and only when cooperator requirements are clearly defined within this clause.

The special billing requirements are: **upon project completion**

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
Name: Andy James, State Fire Chief Address: 2800 N. Lincoln Blvd. City, State, Zip: Oklahoma City, OK 73105 Telephone: 405-522-6146 FAX: 405-522-4583 Email: andy.james@ag.ok.gov	Name: Jason Molenda, Comptroller-Grants Address: 2800 N. Lincoln Blvd. City, State, Zip: Oklahoma City, OK 73105 Telephone: 405-522-6148 FAX: 405-522-4583 Email: jason.molenda@ag.ok.gov

(w)Principal Federal Agency Contacts:

Federal Agency Program Manager Contact	Federal Agency Administrative Contact
Name: Joshua Graham, Forest Fire Management Officer Address: 100 Reserve St. City, State, Zip: Hot Springs, AR 71901 Telephone: 501-321-5313 FAX: 501-321-5353 Email: joshua.j.graham@usda.gov	Name: Lynda Diane Lowder, Budget Analyst/Administrative Officer Address: 100 Reserve St. City, State, Zip: Hot Springs, AR 71901 Telephone: 501-321-5249 FAX: 501-321-5353 Email: diane.lowder@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. **PROPERTY IMPROVEMENTS.** Improvements placed on federal land at the direction, or with the approval of, the Federal Agency becomes property of the United States. These improvements are subject to the same regulations and administration of the Federal Agency as would other agency improvements. No part of this Agreement entitles the Cooperator to any interest in the improvements, other than the right to use them under applicable Federal Agency Regulations.

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E. 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.

F. 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.

G. 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.

H. 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.

I. 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.

J. COMMENCEMENT/EXPIRATION DATE. This Agreement is executed as of the date of last signature and is effective through December 31, 2023 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.

MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT

K. 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.

Blayne Arthur

8/9/19

Blayne Arthur
Oklahoma Secretary of Agriculture

Date

Mark Goeller

08/09/19

MARK GOELLER, State Forester

Date

Oklahoma Department of Agriculture, Food and Forestry, Oklahoma Forestry Services Division

NORMAN WAGONER, Forest Supervisor

Date

U.S. Forest Service, Ouachita National Forest

LYNDA DIANE LOWDER, Administrative Officer

Date

U.S. Forest Service, Ouachita National Forest

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

Janis L. Davison

8/8/19

JANIS L. DAVISON

Date

U.S. Forest Service Grants & Agreements Specialist

MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT

K. 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.

MARK GOELLER, State Forester Date

Oklahoma Department of Agriculture, Food and Forestry, Oklahoma Forestry Services Division



9/9/19

NORMAN WAGONER, Forest Supervisor Date

U.S. Forest Service, Ouachita National Forest



9/5/19

LYNDA DIANE LOWDER, Administrative Officer Date

U.S. Forest Service, Ouachita National Forest

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

(ll)

(mm) Date

U.S. Forest Service Grants & Agreements Specialist

MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT
INSTRUCTIONS for Supplemental Project Agreement

All provisions in this instrument are mandatory, unless otherwise excepted. This project agreement may only be used between a Federal Agency and a cooperating state, local, tribal gov't (or subdivision thereof) under a Master Cooperative Wildland Fire Management and Stafford Act Response Agreement.

(Master Agreement)= Referring to approved (2007 or newer) national agreement template used by/between federal wildland fire agencies and State/Tribal gov't.

(a) Federal Agency Project Agreement No. For example, Forest Service uses the following format: FY-FP-11RRUUS-XXX.

(b) Cooperator Project Agreement No. Insert Cooperator project agreement number, if applicable.

(c) Insert name of Cooperator (state, local, tribal, or subdivision thereof).

(d) Insert name of Federal Agency, including applicable Region, Office, or Unit.

(e) Insert Cooperator name as cited above.

(f) Insert Federal Agency name as cited above.

(g) ~~Insert corresponding Federal Agency Agreement # as identified on the Master Coop Agreement.~~

(h) Insert project title.

(i) Enter brief project description.

(j) Insert alpha or numeric reference to the Exhibit added that provides a Financial and Project Plan. Note: The Project Plan may include tasks/projects defined in the Operating Plan (as referenced in the Background section), or it may be a Burn Plan, if applicable.

(k) Insert amount. If the Federal Agency is not obligating funds for reimbursement to the Cooperator, then delete this provision.

(l) Insert amount. If the Federal Agency is not collecting funds from the Cooperator, then delete this provision.

(m) Select and insert the appropriate billing cycle: monthly, quarterly, semi-annual, or annual. Note: quarterly dates (December 31, March 31, June 30, and September 30), semi-annually (March 31, and September 30) or annually (September 30 or earlier).

(n) Insert Federal Agency name as cited above and billing address. (For Forest Service, use Albuquerque Service Center, Payments – Grants & Agreements, 101B Sun Ave NE, Albuquerque, NM 87109, FAX: 877-687-4894)

(o) Insert other contact name and address, if applicable, otherwise delete.

(p) Insert the Federal Agency burden/overhead rate. Enter 'shall not be assessed' if burden is not applicable.

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(q) Enter Cooperator's name, name of point of contact, and mailing address to which billing documents should be sent.

(r) If the Federal Agency is not the Forest Service or if the Forest Service is not collecting funds, delete this provision.

Optional, if the Cooperator requires financial documentation with each bill. This provision alerts ASC-RACA that the Forest Service shall provide transaction registers with any billing to the Cooperator under this Agreement.

Also, Choose one of the following: with each bill, upon project completion, or annually

(s) Insert special billing requirements here, such as whether the billing requirements are either with each bill, upon project completion, or annually.

(t) If the Federal Agency is not the Forest Service or if the Forest Service is not collecting funds, delete this provision.

Optional provision if the Cooperator requires an accomplishment or program report with each BFC. This provision alerts ASC-RACA that the Forest Service must coordinate BFCs with the PM for submission to the Cooperator.

(u) May be changed to accommodate additional contacts.

(v) Insert ALL of the requested information below. If information is unavailable, then make a good-faith effort to obtain.

(w) Insert ALL of the requested information below. If information is unavailable, then make a good-faith effort to obtain.

(x) If a Burn Plan is not attached, remove this provision.

(y) If the Federal Agency is not collecting funds from Cooperator, delete this provision.

(z) Mandatory provision IF property improvements result from a project on federal lands.

Do not use this provision if improvements are owned by the Cooperator and covered under another instrument such as a Special Use Permit or license.

(aa) Insert a notification period that is no less than 30 days.

(bb) Insert the expiration date not greater than the expiration date of the Master Agreement.

(cc) Insert date of signature.

(dd) Insert name of signatory official for Cooperator.

(ee) Insert Cooperator signatory official's positional title.

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(ff) Insert Cooperator's organizational name.

(gg) Insert date of signature.

(hh) Insert name of Federal Agency Signatory Official.

(ii) Insert Federal Agency signatory official's positional title.

(jj) Insert Federal Agency Region, Office, or Unit.

(kk) If the Federal Agency is not the Forest Service, this signature block may be deleted.

(ll) Insert date of signature.

(mm) Insert G&A Specialist's name.

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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

Exhibit A: Financial Plan

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) None	(d) In-Kind	
Direct Costs					
Salaries/Labor	\$0.00	\$500.00	\$0.00	\$0.00	\$500.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
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	\$500.00	\$0.00	\$0.00	\$500.00
Coop Indirect Costs		\$0.00	\$0.00		\$0.00
FS Overhead Costs	\$0.00				\$0.00
Total	\$0.00	\$500.00	\$0.00	\$0.00	\$500.00
Total Project Value:					\$500.00

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)

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
Prescribed Burns		\$500.00	1.00	\$500.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation

Total Salaries/Labor				\$500.00
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Travel				
Standard Calculation				
Travel Expense	Employees	Cost/Trip	# of Trips	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation

Total Travel				\$0.00
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Equipment				
Standard Calculation				
Piece of Equipment	# of Units	Cost/Day	# of Days	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation

Cost of Equipment Use				\$0.00
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