



GRANT AGREEMENT
 between
 YELLOWSTONE COUNTY
 and the
 MONTANA DEPARTMENT OF
 NATURAL RESOURCES AND CONSERVATION

Grant Agreement Number:	ACTF-24-006				
Maximum Award Amount Available:	\$ 75,000.00				
Source of Funds:	State of Montana Fire Suppression Fund				
DNRC Funding Information					
Org:	51321				
Fund:	02847				
Subclass:	555R0				
Expiration:	See Section 2.1, Period of Performance				
Approvals					
Drafter	Program	Fiscal	Legal		
RB	SK	LP	MP		

GRANTEE

Name:	Yellowstone County
Federal Tax ID #:	81-6001449
UEI:	FNVKTJD3B7C1
Address:	PO Box 35003
City, State, Zip+4:	Billings, MT 59107-5015

This Grant Agreement, hereinafter referred to as "Grant", is accepted by Yellowstone County, hereinafter referred to as the "Grantee", according to the following terms and conditions. The purpose of this Grant is to establish mutually agreeable terms and conditions, specifications, and requirements to grant funds to the Grantee.

SECTION 1. PROGRAM PROVISIONS

This Grant is offered by the Fire Protection Bureau of the Montana Department of Natural Resources and Conservation, Forestry and Trust Lands Division, hereinafter referred to as "DNRC", consistent with the policies, procedures, objectives, and intent of the State of Montana, DNRC, and the legislative appropriation.

SECTION 2. PROJECT TERMS

Project Name: Yellowstone County CWPP Updates

2.1 PERIOD OF PERFORMANCE. This Grant is effective on the Start Date. The Grantee shall have until the Termination Date to complete the project and work described in Section 2.3, Project Scope.

Start Date:	Date of Last Signature
Termination Date:	July 31, 2025

2.2 AGREEMENT EXTENSION. This Grant may, upon mutual written agreement between the parties, be extended.

The DNRC may allow an extension for completion upon request and showing of good cause by the Grantee. Good cause is defined as external factors preventing the Grantee from completing the work, including, but not limited to, pandemic, inadequate staff, delays experienced by collaborative partners, or prolonged inoperable weather conditions.

A request for an extension should be submitted in writing no less than thirty (30) days prior to the Termination Date if an extension is to be considered by the DNRC. Any extension will require mutual written agreement between the Grantee and the DNRC in the form of an Amendment as provided for below in Section 4.7, Assignment and Amendment.

2.3 PROJECT SCOPE. (a.) Supporting Documents/attachments. The Approved Project Proposal for this Grant to the Grantee is attached as Appendix A, which is incorporated herein by reference. Appendix A describes the specific project activities allowed under this Grant for completion in Yellowstone County, Montana.

(b.) The Grantee must use the proceeds provided pursuant to this Grant to perform allowable activities identified in the Approved Project Proposal.

- Hiring a qualified contractor to facilitate collaborative Community Wildfire Protection Plan (CWPP) update meetings, assist with GIS data analysis, and produce the final written deliverable(s).
- County personnel time spent towards completing the CWPP update, whether that is attending meetings, engaging stakeholders, or producing deliverables.
- Travel associated with attending CWPP update meetings.
- Supplies for engaging the public in CWPP meetings – may include, but not necessarily limited to: outreach materials, room rental, Zoom webinar subscription, or snacks for meetings.

The key outcome of the project is development of an updated, modernized CWPP for Yellowstone County.

The final deliverable from the agreement will be a written CWPP with associated data layers. This does not have to adhere to the traditional format of a CWPP, but it must include:

- 1) Spatial depiction of wildfire risk.
- 2) Spatial depiction of the wildland urban interface that is ArcGIS compatible.
- 3) A prioritized action plan for wildfire risk reduction that includes fuels reduction projects, efforts to reduce structural ignitability, and other elements of a fire adapted community,
- 4) A monitoring and evaluation plan.

Awardees must attend the CWPP kick off meeting & training with Fire Protection Bureau. Core team lead must be in attendance and core team members are strongly encouraged to attend.

The only other specification for the CWPP is that it must be collaboratively developed, which includes considering and incorporating feedback from the general public.

2.4 PROJECT BUDGET. The Grant budget period runs concurrently with the Period of Performance. Grant funds are allocated to the following budget categories:

Project Funding Summary:	
Direct Costs	
Grantee salary/wages/benefits	\$0
Operating Expenses	\$0
Payments to Landowners (Beneficiaries)	\$0
Contracted Services	\$75,000
Subtotal – Direct Costs	\$75,000
Indirect Costs (waived)	\$0
Total Grant Amount	\$75,000
Match Required (None)	\$0
Total Project Funding:	\$75,000

Total payment for all purposes under this Grant shall not exceed Seventy-Five Thousand and no/100 Dollars (\$75,000.00).

No match is required for this Grant.

The Grantee may transfer up to ten percent (10%) of the Total Grant Amount between Direct Costs budget categories as needed to complete the project. The Grantee must notify the DNRC of such transfers. Transfers between budget categories in excess of ten percent (10%) of the Grant amount must be requested by the Grantee, approved by the DNRC, and documented in an amendment to the Grant.

The indirect cost rate is shown above, expressed as a percentage of indirect costs to direct costs. Unless the rate has been formalized in a Negotiated Indirect Cost Rate Agreement (NICRA) between the Grantee and its cognizant federal agency, the rate shown above is hereby approved by the DNRC for the term of this Grant and may not be changed except via written amendment.

Approved travel expenses will be reimbursed at state rates and in accordance with state travel policy for Employee Travel at the time travel occurs. Any travel expenses incurred above state rates or outside of policy will be the sole responsibility of the Grantee. The Montana Department of Administration maintains current state travel policy on the webpage: <https://doa.mt.gov/employee-travel>.

When procuring goods or services under the Grant, the Grantee shall follow all applicable procurement procedures as required by the Grantee Organization's internal written policies. At a

minimum, procurement procedures must ensure that the Grantee 1) avoids unnecessary or duplicative purchases, 2) conducts some form of cost/price analysis for every procurement transaction, 3) encourages open competition among vendors, and 4) avoid conflicts of interest in procurement decisions. In the absence of internal written policies, the Grantee shall seek guidance on procurement procedures from the DNRC Program Representative.

2.5 DISBURSEMENTS. The Grantee shall submit claims for disbursement of Grant funds using the "Request for Disbursement of DNRC Grant Funds / Financial Status Report" (Request) form, attached hereto as Appendix C and incorporated herein by reference. Documentation of reimbursable costs incurred and paid must be submitted with the request. Documentation may include, but is not limited to, itemized receipts, vendor invoices, inspection certificates, transaction ledgers or other financial reports that clearly show expenditures, payroll records, copies of checks, bank statements, and other forms of proof of payment. The DNRC will determine whether documentation submitted adequately supports the disbursement request and may require additional documentation before approving payment. Reimbursement of the Grantee's expenditures will only be made for expenses included in the Approved Project Proposal, that are clearly and accurately supported by the Grantee's records.

The Grantee should seek timely reimbursement of claimed costs incurred under this Grant. A minimum of one Request must be submitted annually to the DNRC. The annual period begins on the Grant effective date. In the event no reimbursable costs are incurred in an annual period, a Request for zero dollars (\$0.00) listing current Grant balances should be submitted to the DNRC. Request for final disbursement of Grant funds is due no later than 30 days following the Grant termination date.

The DNRC may withhold up to ten percent (10%) of the total authorized Grant amount until both the project tasks (outlined in Section 2.3 and Appendix A) and the Final Report (required by Section 2.6) are completed by the Grantee and approved by the DNRC.

2.6 REPORTS. The Grantee shall immediately notify the DNRC of developments that significantly impact the activities supported under this Grant. Notification must be given in the case of problems, delays, or adverse conditions that materially impair the ability of the Grantee to meet the objectives of the Grant. The notification must include a statement on action taken or contemplated, and any assistance needed to resolve the situation including requests for scope and/or timeline modifications as provided for below in Section 4.7, Assignment and Amendment.

Quarterly progress reports for the periods ending each March, June, September, and December must be submitted to the DNRC during the period of performance of this Grant. Reports will provide status information for each project implementation objective. Project status information will include, at a minimum, the percentage completed, costs incurred, and projected completion date. The Grantee shall report on total project costs, including Grant-funded costs, Grantee-provided match, and match provided by other sources.

Quarterly reports must be submitted to the DNRC by the last day of the next month following the close of the quarterly period. The first quarter closes **June 30, 2024**, and the report is due on or before **July 31, 2024**. The DNRC will review reports for completeness and accuracy and will notify the Grantee if changes are necessary. No claims for disbursements will be honored by the DNRC until complete, accurate quarterly reports have been submitted by the Grantee. A worksheet for Quarterly Report content development is attached hereto as Appendix B and incorporated herein by reference.

A Final Report that details the project status, results, accomplishments, and financial status will be submitted to the DNRC by the Grantee for approval upon project completion. Final reports are due no later than 30 days following the Grant termination date. Final disbursement of Grant funds is contingent upon the DNRC's receipt and approval of the Final Report.

Upon project completion, the Grantee must submit a copy of the final CWPP developed under this Grant. The Grantee must also submit an ArcGIS Shapefile(s) capturing the Wildland Urban Interface (WUI) boundary(ies) identified in the CWPP and all applicable attribute data. The CWPP and GIS data are due to DNRC 30 days following the Grant termination date. Final disbursement of Grant funds is contingent upon the DNRC's receipt and approval of the CWPP and GIS data.

Final disbursement of Grant funds is contingent upon the DNRC's receipt and approval of the Final Report.

2.7 METHOD OF SUBMISSION. Entry in the Submittable Grant Management System (GMS) is the required method to submit: all claims for disbursement of Grant funds as described in Section 2.5 Disbursements; and all reports as described in Section 2.6 Reports. The DNRC will provide links to forms within the GMS to complete these processes during the Period of Performance. The DNRC is not responsible for the receipt and processing of reports or disbursement requests submitted via an alternative method. If the required method of submission changes during the Period of Performance of the Grant, the DNRC will provide thirty (30) days' notice in writing.

SECTION 3. INSURANCE TERMS

3.1 WORKER'S COMPENSATION. The Grantee, its employees and contractors, are not covered by the DNRC's Workers' Compensation Insurance. The Grantee is responsible for making sure that it and its employees are covered by Workers' Compensation Insurance and that its contractors are in compliance with the coverage provisions of the Workers' Compensation Act.

3.2 HOLD HARMLESS AND INDEMNIFICATION. The Grantee agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Grantee's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Grantee and/or its agents, employees, representatives, assigns, subcontractors under this Grant.

Grantee agrees to be financially responsible for any audit exception or other financial loss to the DNRC and the State of Montana which occurs due to the negligence, intentional acts, or failure by Grantee and/or its agents, employees, subcontractors, or representatives to comply with the terms of this Grant.

3.3 INSURANCE REQUIREMENTS. (a) **General Requirements.** Grantee shall maintain and shall assure that its representatives, assigns, and subcontractors maintain for the duration of the Grant, at their own cost and expense, primary liability insurance against claims for

injuries to persons or damages to property, which may arise from or in connection with the performance of the duties and obligations in the Grant by Grantee, its agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission. The State, its officers, officials, employees, and volunteers are to be covered as additional insureds for all claims arising out of the use of grant proceeds provided by the State of Montana.

(b) Primary Insurance. Grantee's insurance coverage shall be primary insurance with respect to the State of Montana, its elected or appointed officers, officials, employees, or volunteers and shall not contribute with it.

(c) General Liability Insurance. At its sole cost and expense, the Grantee shall purchase occurrence coverage with minimum combined single limits of \$1 million per occurrence and \$2 million aggregate per year, or when provided by statutory Tort limits of \$750,000 per claim and \$1,500,000 per occurrence as provided by a self-insurance pool insuring counties, cities, or towns, as authorized under Section 2-9-211, MCA.

(d) Professional Liability Insurance. Grantee shall assure that any representatives, assigns, and subcontractors performing professional services under this Contract purchase occurrence coverage with combined single limits for each wrongful act of \$750,000 per occurrence and \$1,500,000 aggregate per year. Note: if "occurrence" coverage is unavailable or cost-prohibitive, the Contractor may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of the contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims-made policy must have a three (3) year tail for claims that are made (filed) after the cancellation or expiration date of the policy.

(e) Property Insurance. At its sole cost and expense, the Grantee shall maintain property and hazard insurance, including course of construction coverage, and earthquake insurance in areas where there is a shaking level above 10g. The shaking level for Grantee location can be determined at <http://rmtd.mt.gov/Portals/62/aboutus/publications/files/NEHRP.pdf> for loss or damage for any building and all related improvements and contents therein on the premises on a replacement cost basis throughout the term of the Grant.

(f) General Provisions. All insurance coverage shall be placed with a carrier licensed to do business in the State of Montana or by a domiciliary state and with a Best's rating of at least A-, or by a public entity self-insured program either individually or on a pool basis as provided by Title 2, MCA. All certificates and endorsements are to be received by the DNRC prior to beginning any activity provided for under the Grant. Grantee shall notify the DNRC immediately of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. The DNRC reserves the right to request complete copies of Grantee's insurance policy at any time, including endorsements.

SECTION 4. DNRC GENERAL TERMS AND CONDITIONS

4.1 DNRC's ROLE. The DNRC will monitor project expenditures for payment eligibility. The DNRC assumes no responsibility for the Grantee's obligation to faithfully perform the tasks and activities required by this Grant. The DNRC assumes no responsibility for verifying the right of

the Grantee to conduct project activities on properties included in the Grant project. The Grantee is responsible for obtaining all appropriate permissions to conduct activities. In the event content in the approved project proposal differs from or conflicts with terms presented elsewhere in the Grant, the Grant text takes precedence.

The Grantee may contact the DNRC's Program Representative, identified in Section 5. Principal Contacts and Authorizations, for guidance related to administration of the terms of this Grant.

The Grantee may contact the Technical Specialist if one is listed in Section 5. Principal Contacts and Authorizations, for assistance with project execution. The roles and responsibilities of the technical specialist include but are not limited to, providing technical assistance to the Grantee to achieve intended outcomes of the project; conducting reviews of project plans, activities, and accomplishments upon request of the Grantee or as often as deemed necessary by the DNRC; and assisting the Grantee in complying with Montana's Forest Practices Laws and voluntary Best Management Practices in the course of carrying out project activities. If no Technical Specialist is listed, the Grantee may contact the Program Representative to provide these services.

4.2. AVAILABILITY OF GRANT FUNDS. The Grantee acknowledges and understands that Grant funds become available based on State of Montana legislative appropriations to the DNRC. Costs incurred by the Grantee or any beneficiary prior to this Grant are not eligible for reimbursement but may be counted as match funds upon prior written approval by the DNRC.

The commitment by the DNRC to expend money is contingent upon the DNRC receiving funds under the state appropriation. No liability shall accrue to the DNRC or its officials in the event such funds are not appropriated or allotted as authorized under legislation. The DNRC may, at its sole discretion, issue a temporary stop-work order, reduce the scope of project activities, or terminate this Grant if appropriated funding is reduced or unavailable for any reason. The DNRC will provide the Grantee at least 10 days' notice for a stop-work order and at least 30 days' notice if a reduction in scope or termination is determined to be necessary due to the unavailability of funds. Until the DNRC notifies the Grantee that obligated funds are unavailable, the DNRC will continue to comply with the terms of this Grant, including the disbursement of funds for eligible expenses incurred by the Grantee up to the specified date and time provided in a written notice.

4.3 RECORDS AND AUDITS. The Grantee must maintain appropriate and adequate records showing complete entries of all receipts, disbursements, and other transactions relating to this Grant for five (5) years after the later of either the final Grant payment or the termination of this Grant. The DNRC, the Montana Legislative Audit Division, or the Montana Legislative Fiscal Division may, at any reasonable time, audit all records, reports, and other documents that the Grantee maintains under or during the course of this Grant to ensure compliance with all terms and conditions of the Grant.

During the period of performance and extending after this Grant is terminated and closed, the DNRC reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit or other review.

4.4 PROJECT MONITORING AND ACCESS FOR INSPECTION AND MONITORING.

The DNRC or its agents may monitor and inspect all phases and aspects of the Grantee's performance to determine compliance with this Grant, including but not limited to the adequacy of records and accounts, project progress and accomplishments, and adherence to any project specifications. Inspections shall occur as often as deemed necessary by the DNRC. Inspections

may be required to certify work completed by the Grantee before disbursement is made by the DNRC. The Grantee shall accommodate requests for the DNRC access to sites and records with due consideration for safety, private property rights, and convenience of everyone involved. Inadequate accommodation of requests, as determined by the DNRC, may be viewed as a failure to comply as outlined in Section 4.10, Failure to Comply.

4.5 EMPLOYMENT STATUS. The DNRC is not an owner or general contractor for the project. The DNRC does not control the work activities or worksite of the Grantee or any contractors that might be engaged by the Grantee for completion of the project. The Grantee is independent from and is not an employee, officer, or agent of the DNRC. The Grantee shall ensure that all its employees complete the I-9 form to certify they are eligible for lawful employment under the Immigration and Nationality Act (8 U.S.C. 1324(a)). The Grantee shall comply with regulations regarding certification and retention of the completed forms.

4.6 COPYRIGHTING AND GOVERNMENT RIGHT TO USE. The Grantee is granted sole and exclusive right to copyright any publications developed with funding provided under this Grant. The State of Montana reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for government purposes. This provision includes any right of copyright to which the Grantee purchases ownership with any Grant contributions. No original text or graphics produced by the State of Montana shall be copyrighted. The Grantee must notify the DNRC in writing when any patent rights arise from or are purchased with funds awarded under this Grant.

4.7 ASSIGNMENT AND AMENDMENT. The Grantee may not assign or transfer any portion of this Grant without the DNRC's express written consent. Amendments will be in writing, signed by both parties, and attached as an integral component of this Grant. This Grant may be terminated by the mutual written consent of both parties. If this Grant is terminated, the Grantee may not submit claims for reimbursement for costs incurred beyond the mutually agreed termination date.

4.8 COMPLIANCE WITH APPLICABLE LAWS. All work performed under this Grant must fully comply with all applicable federal, state, and local laws, rules, and regulations, including but not limited to, the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Grantee subjects subcontractors to the same provision. In accordance with 49-3-207, MCA, the Grantee agrees that the hiring of persons to perform this Grant will be made on the basis of merit and qualifications and without discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin of the persons performing this Grant. Procurement of labor, services, supplies, materials and equipment shall be conducted according to applicable federal, state, and local statutes. It shall be the Grantee's responsibility to obtain all permits, licenses, or authorizations that might be required from government authorities for completion of the project. The DNRC's signature on this Grant does not guarantee the approval or issuance of any permits, licenses, or any other form of authorization to take action for which the Grantee must apply with the DNRC or any other government entity and submit to the DNRC to fulfill the terms of this Grant.

4.9 AGENCY RECOGNITION REQUIREMENTS. (a.) Use of Agency Insignia. The Grantee shall request in writing and receive written permission from the DNRC before using the DNRC insignia on any published media, such as a webpage, printed publication, or audiovisual production.

(b.) Public Notices. The Grantee is encouraged to give public notice of the receipt of this award of State of Montana grant funds and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows: "The funding for this project is derived in full or in part from an award of State of Montana funds through the Montana Department of Natural Resources and Conservation, Forestry and Trust Lands Division."

(c.) Acknowledgment in Publications, Audiovisuals, and Electronic Media. The Grantee shall acknowledge DNRC support as appropriate in any publications, audiovisuals, and electronic media developed as a result of this award of State of Montana grant funds.

4.10 FAILURE TO COMPLY. If the Grantee fails to comply with the terms and conditions of this Grant, the DNRC may terminate this Grant and/or refuse additional disbursements of Grant funds and/or take legal action to recover disbursed Grant funds. Such termination will become a consideration in the DNRC's evaluation of future applications for grants under the authority of the DNRC Forestry and Trust Lands Division.

4.11 MONTANA LAW AND VENUE. Any action or judicial proceeding for enforcement of the terms of this Grant shall be instituted only in the courts of Montana and shall be governed by the laws of Montana. Venue shall be in the First Judicial District, Lewis and Clark County, Montana.

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SECTION 5. PRINCIPAL CONTACTS AND AUTHORIZATIONS

5.1 PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this Grant. All correspondence or requests for information and assistance shall be submitted to the appropriate listed individual.

DNRC Program Representative	Grantee Authorized Representative
Name: Sarah Kleinhanzl Title: Program Specialist Address: 2705 Spurgin Road City, State, Zip: Missoula, MT 59804 Telephone: 406-542-4311 Email: sarah.kleinhanzl@mt.gov	Name: John Ostlund Title: BOCC Chairperson Address: PO Box 35003 City, State, Zip: Billings, MT 59107 Telephone: 406-256-2701 Email: jostlund@yellowstonecountymt.gov

DNRC Technical Specialist	Grantee Representative and Project Manager
Name: Julia Berkey Title: Community Preparedness and Fire Prevention Program Manager Address: 2705 Spurgin Rd City, State, Zip: Missoula, MT 59804-3111 Telephone: 406-542-4221 Email: julia.berkey@mt.gov	Name: K.C. Williams Title: Disaster and Emergency Services Director Address: PO Box 35003 City, State, Zip: Billings, Montana 59107 Telephone: 406-256-2775 Email: kwilliams@yellowstonecountymt.gov

DNRC Administrative & Fiscal	Grantee Administrative & Fiscal
Name: Lorie Palm Title: Grants and Agreements Specialist Address: 2705 Spurgin Road City, State, Zip: Missoula, MT 59804 Telephone: 406-542-4205 Email: lpalm@mt.gov	Name: Jennifer Jones Title: Director of Finance Address: PO Box 35003 City, State, Zip: Billings, MT 59107 Telephone: 406-256-2816 Email: jjones@yellowstonecountymt.gov

5.2 AUTHORIZATION. This Grant consists of pages 1 – 11, plus the following appendices:

- Appendix A [Approved Project Proposal]
- Appendix B [Quarterly Report Worksheet]
- Appendix C [Request for Disbursement Form]

The Grantee hereby accepts this Grant according to the above terms and conditions.

Through signature, each party certifies that the individuals listed in this Grant as representatives of the parties are authorized to act in their respective areas for matters related to this Grant. In witness whereof, the parties hereto execute this Grant.

3/28/2024

Date

By: John Ostlund

Grantee Authorized Representative

John Ostlund

Printed Name

4/1/2024

Date

By: Matthew Hall

DNRC Authorized Representative

Matthew Hall

Printed Name

Remainder of page for GRANTEE USE ONLY: Additional Signatures as Required
The DNRC does not require additional signatures and takes no role in evaluation of any inclusion or omission.

Original Submission

07/12/2022

Applicant County Yellowstone

County Contact 316 North 26th Street
Information Billings
 Montana
 59107
 US

County K.C.
Representative/Project Williams
Manager

Phone +14062562775

Email kwilliams@yellowstonecountymt.gov

Are there other Yes
significant contacts
or involved partners
you wish to list?

Other Contact Jennifer
 Jones

Organization Yellowstone County

Email jjones@yellowstonecountymt.gov

Is there another
significant contact or
involved partner you
wish to list?

Current CWPP Ten years ago or more. (10 years, +)
Background The original CWPP has never been updated.
Information

Appendix A

Identify Signatories & Provide the names of those you plan to have sign off on the CWPP and/or
Planned Core Team sit on the CWPP update core team. Although this may evolve over the
CWPP update process, identifying and engaging these individuals early is
crucial. We do not require that all lines to be filled out, but this application
should at least identify the bulk of the required signatories. Please note that
an updated CWPP will require signatures from the applicable local
government officials (in most cases, county commissioners), the local fire
departments, and the state entity responsible for forest management (i.e.,
local DNRC fire personnel). A county should only pursue this funding if they
have the support of these required signatories.

County & Local Government

CoreTeamLocal.xlsx

Local Fire Departments

CoreTeamFD.xlsx

State Agencies

CoreTeamState.xlsx

Federal Agencies

CoreTeamFed.xlsx

Other/Additional

CoreTeamOther.xlsx

Grant funding for this
project is contingent
on a robust approach
to collaborative
engagement.

Appendix A

County & Local Government	
Name	Affiliation
KC Williams	Yellowstone County D.E.S. Director and Fire Warden
Donald Jones	Yellowstone County Commissioner and Fire Chief
John Ostlund	Yellowstone County Commissioner
Denis Pitman	Yellowstone County Commissioner
Phil Ehlers	Yellowstone County Fire Council Chairman
Joe Marcotte	Yellowstone County LEPC Chairman
Local Fire Departments	
Name	Affiliation
Travis Jones	Broadview Fire Department
Pepper Valdez	Billings Fire Department
John Staley	Lockwood Fire Department
Phil Ehlers	Shepherd Fire Department
Levi Hein	Custer Fire Department
Colin Sturgill	Fuego Fire Department
Phillip Hackman	Worden Fire Department
State Agencies	
Name	Affiliation
Jeff Brown	DNRC Southern Land Office FMO
Michael Radke	Montana DES Eastern District Supervisor
Federal Agencies	
Name	Affiliation
Issac Ward	BLM
Additional	
Name	Affiliation
Rick Cortez	Bluecreek Fire Department
Brent Peters	Laurel Fire Department
Jim Schubert	Haley Bench Fire Department

Appendix A

1. Outreach

The National Fire Plan identifies a three-tiered organization structure including:

1. The local level
2. State/regional and tribal level
3. The national level.

This plan adheres to the collaboration and outcomes consistent with a local level plan. Local level collaboration involves participants with direct responsibility for management decisions affecting public and/or private land and resources, fire protection responsibilities, or good working knowledge and interest in local resources. Participants in this planning process include Tribal representatives, local representatives from Federal and State agencies, local governments, landowners and other stakeholders, and community-based groups with a demonstrated commitment to achieving the strategy's four goals. Existing resource advisory committees, watershed councils, or other collaborative entities may serve to achieve coordination at this level. Local involvement, expected to be broadly representative, is a primary source of planning, project prioritization, and resource allocation and coordination at the local level. The role of the private citizen is not to be underestimated, as their input and contribution to all phases of risk assessments, mitigation activities, and project implementation is greatly facilitated by their involvement. Ample public input meetings and opportunities will be provided throughout the process both virtually and in person.

2. Barriers

The largest barriers to engaging non-traditional stakeholders in this process is the time during which most meetings take place is during standard work hours, times which low-income individuals cannot take time off from work to attend. Given the increased use and access to the Internet and social media, posting meeting dates and times, hosting virtual meetings open to the public, and posting meeting recordings on the county website and social media pages provides for more access to the meetings and their content, removing the requirement for people to be physically present at meetings to provide input and ask questions.

Appendix A

3. Other Stakeholders

The Northern Rockies Coordination Group (NRCG) was established to provide an interagency approach to communications, coordination, wildland fire management, and all-risk support on all land ownerships within the following states:

- Montana
- North Dakota
- Northern Idaho
- Small portion of South Dakota
- Wyoming

NRCG:

Montana

- Fire Warden's Association
- Disaster and Emergency Services Division
- Department of Natural Resources and Conservation
- Fire Chief's Association
- Sheriff's and Peace Officer's Association

Idaho

- Department of Lands

North Dakota

- Forest Service

Federal

- Bureau of Land Management
- National Park Service
- Bureau of Indian Affairs
- Fish and Wildlife Service
- Forest Service

County Wildland Fire Interagency Group:

- Commissioners (Lead)
- Local Fire Chiefs
- Local Tribal Leaders
- LEPC Chairperson
- DES
- Interested citizens and community leaders as appropriate
- Other officials as appropriate

Agency Representatives:

- Montana DNRC

USDA Forest Service

- USDI BLM
- US Fish and Wildlife
- BIA
- Resource Conservation and Development
- State Fish and Game

The Montana DNRC Fire Plan Coordinator will be provided with a copy of the completed mitigation plan that includes a contact list of individuals that developed the plan.

Appendix A

This funding is intended for counties committed to creating fire adapted communities, and therefore should include prioritization of activities beyond just fuel reduction.

4. Action Plan

Prioritize by project, not community. Projects ranked highest priority provide the greatest benefits to the landscape or communities. Properly sequence treatments to the landscape by working:

1. Around and within communities
2. Moving further out into the surrounding landscape.

This will require:

1. Focus on the zone of highest overall risk but consider projects in all zones. Identify a set of projects that will effectively reduce the level of risk to communities within the zone.
2. Determine the community's willingness and readiness to actively participate in an identified project.
3. Determine the willingness and ability of surrounding landowners to undertake, and maintain, a complementary project.
4. Set priorities by looking for projects that best meet the three criteria above.

Note: Projects with the greatest potential to reduce risk to communities and the landscape may not be those in the highest risk zone, particularly if either the community or the surrounding landowner is not willing or able to actively participate. Using a science-based system for measuring relative risk, we can likely show that, after treatment(s); communities are at "reduced risk". Similarly, scattered, individual homes that complete projects to create defensible space could be "counted" as "households at reduced risk".

Counties must commit to creating a feasible monitoring and evaluation plan to receive this funding.

Appendix A

5. Monitoring

- Acres treated through fuels mitigation projects. This is currently tracked on the BLM grant and can be easily assessed and recorded through county tax records and Montana Cadastral.
- Documented public outreach. The number of people that receive information on safely living in the WUI or available programs. This could be mailings, brochures, presentations to homeowner groups and other civic groups, etc.
- Plan will be reviewed yearly for updating and revisions by: Yellowstone County DES, Yellowstone County LEPC, County Commissioners, Rural Fire Council, and relevant Yellowstone County department heads.

6. Project Timeline

- 10-22: Grant Award
- 12-22: Prepare RFP or RFQ for a consultant to do the plan
- 1-23: Advertise the RFP/RFQ
- 3-1-23: Receive responses
- 4-23: Enter into a contract with consultant
- 4-23 to 10-23: Oversee consultant, Conduct work, public meetings, etc (scope of work)
- 11-1-23: Draft report submitted
- 12-15-23: Public Comment period /revisions
- 2-24: Manage formal plan adoption process for all incorporated communities and county (Laurel, Broadview, Billings, Yellowstone County) this takes roughly 45 days-City of Billings is the longest.
- 3-24: Submit adopted CWPP and close out grant

Budget

Please provide a budget for your county’s CWPP update at line item level following the examples provided. Counties may request up to \$50,000 in funding; however, we do not anticipate that each county will require the full \$50,000 for their CWPP update process. When developing your application, make sure that your budget reflects the size and complexity of your county. Note that the bulk of the funding requested should ideally go towards contracting professional facilitation services to assist with the CWPP update process. These individuals or organizations can assist counties with limited data analysis and interpretation, stakeholder engagement, meeting planning, and facilitation, writing, and public promotion. The DNRC recommends reaching out to qualified facilitators while developing this budget to determine reasonable rates for the services requested – see Appendix D of the Montana DNRC’s CWPP Update Guidebook.

Grant Funding Requested

BudgetFunded.xlsx

Leveraged Funds

No match is required to receive funding. However, priority will be given to applicants that demonstrate leveraged funding sources. Cash and in-kind contributions are acceptable.

Leveraged Funds Provided

BudgetLeveraged.xlsx

Appendix A

Personnel Expenses by Position (Salaries/Wages/Benefits)	Quantity	Hourly Rate or Piece Rate	Grant Funds Requested *
	0	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0	0
Total Personnel Expenses	--	--	0
Operating Expenditures (Travel, Supplies, Rentals, Etc.)	Quantity	Hourly Rate or Piece Rate	Grant Funds Requested *
			0
			0
			0
			0
			0
			0
			0
Total Operating Expenses	--	--	0
Contracted Professional Services	Quantity	Hourly Rate or Piece Rate	Grant Funds Requested *
Consultant Fee			75000
			0
			0
			0
			0
			0
			0
Total Contracted Services	--	--	75000
Total Direct Costs Requested	--	--	75000
Indirect Costs	NICRA? Yes/No	Rate (%)	Grant Funds Requested *
			0
Total Award Requested	--	--	75000

Appendix A

Certification Yes, I am authorized to sign this application on behalf of the county I represent.

By typing my name below as an electronic signature, I attest to having the authority to submit this application, and my entity has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project.



CWPP Quarterly Report Worksheet

1. Agreement #:
2. Reporting on:
 - Q1
 - Q2
 - Q3
 - Q4
3. Estimated percent of project completion:
4. Number of core team meetings held:
5. Number of other meetings/events:
6. Optional – Brief description of meetings.
7. Optional – Other additional accomplishments.
8. Brief description of any outreach conducted.
9. Is the project on track to be completed by the term date? Have there been any major obstacles or challenges with this project?
10. Upload documentation that shows that a general section of the project has been completed or a milestone has been met.

The quarterly report must be submitted via Submittable.

Request for Disbursement of DNRC Grant Funds / Financial Status Report

Request for Reimbursement

Request for Advance

Grantee Name: _____

Grant Agreement Number / Project Name: _____

Grantee Name

Grant Agreement Number / Project Name

Period covered by this request: From (mm/dd/yy): _____ To (mm/dd/yy): _____

	Disbursement amount requested	Total Grant Budget by category (from grant agreement)	Funds received from DNRC (before this request)	Grant balance remaining (after this request)	Cumulative match expenses to date (if applicable)
Direct Costs:					
Subrecipient Salary/Wages/Benefits				\$0.00	
Operating Expenses				\$0.00	
Payments to Landowners (Beneficiaries)				\$0.00	
Contracted Services				\$0.00	
SubTotal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Indirect Costs:					
TOTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Grantee Representative / Preparer's Signature _____ Date _____