

**Forest Service Handbook
National Headquarters - Washington Office
Washington, DC**

**Forest Service Handbook 1509.11 – Grants, Cooperative Agreements, and Other Agreements
Handbook
Chapter 30 - Cooperative Law Enforcement, Forest Road, and Fire Protection Agreements**

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Approved by: Claudette Fernandez, Deputy Chief, Business Operations

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Responsible Staff:

Explanation of changes: Following is an explanation of the changes throughout the directive by section.

31.31: Adds policy cross-reference to FSH 6509.11g, chapter 50 for segregation of duties for cost share agreements implemented as supplements to an approved cooperative fire protection agreement.

Adds policy cross-reference to FSM 3170 for Washington Office reviews by the Chief Financial Officer and the Deputy Chief of Business Operations and approval by the Deputy Chief of State and Private Forestry for Cooperative Wildland Fire Management and Stafford Act Response Agreements.

31.33: Changes form title from “FS-1580-7, Cooperative Fire Protection Agreement” to “FS-1500-7, Local Cooperative Fire Protection Agreement” and adds template for Cooperative Wildland Fire Management and Stafford Act Response Agreement (OMB 0569-0242).

32.3-32.4: Updates form number for Cooperative Fire Protection Agreement from FS-1580-7 to FS-1500-7 and changes title of the form to “Local Cooperative Fire Protection Agreement,” and adds reference to OMB 0596-0242, Cooperative Wildland Fire Management and Stafford Act Response Agreement template.

39: Changes the form title from “FS-1580-7, Cooperative Fire Protection Agreement” to “FS-1500-7, Local Cooperative Fire Protection Agreement” and add reference to OMB 0596-0242, Cooperative Wildland Fire Management and Stafford Act Response Agreement template.

39.5: Changes title on Exhibit 01 from “Cooperative Fire Protection Agreement” to “Local Cooperative Fire Protection Agreement.” Adds Exhibit 02–Template for Cooperative Wildland Fire Management and Stafford Act Response Agreement.

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This chapter prescribes standard administrative requirements applicable to all Forest Service Cooperative Law Enforcement, Forest Road, and Fire Protection Agreements. See FSM 1580.35 for direction on deviations from these requirements.

30.1 - Authority

1. Cooperative Law Enforcement Act of August 10, 1971 (16 U.S.C. 551a, Pub. L. 92-82). This Act authorizes the Forest Service to enter into Cooperative Law Enforcement Agreements with any State or political subdivision (that is, local governments) thereof for the enforcement or supervision of State or local laws or ordinances on lands within or part of any unit of the National Forest System (FSM 1580.16).
2. Cooperative Forest Road Agreements.
 - a. National Forest Roads and Trails Act of October 13, 1964 (16 U.S.C. 532-538, Pub. L. 88-657). This Act authorizes Forest Service financing and/or cooperation with other public agencies, private agencies, or individuals for acquisition, construction, and maintenance of forest development roads within or near national forests (FSM 1580.16).
 - b. Surface Transportation Assistance Act of 1978, as amended (23 U.S.C. 101a, 201-205). Supersedes the Forest Highway Act of 1958. Authorizes appropriations for forest development roads and trails. Defines forest roads, forest development roads, and forest development trails (referred to as “NFS roads” and “NFS trails” in Forest Service regulations and directives); authorizes contracts with a State or civil public road authority thereof; and authorizes accepting the cooperation of States, counties, or other local public road authorities.
 - c. Travel Management Title 36 Code of Federal Regulations Part 212, Subpart A - Administration of the Forest Transportation System. These regulations address the planning, programming, construction, maintenance, management, and rights of way acquisition of the NFS road system. Of particular significance to the Forest Road Agreement is Part 212.9 Principles for sharing use of roads.
 - d. Comptroller General Decisions. Comptroller General Decision B-150239 of April 24, 1963, ruled that the Forest Road Agreement granted proper authority to protect the interests of the United States.
3. Cooperative Fire Protection Agreements. This is not an exhaustive list:
 - a. The Reciprocal Fire Protection Act of May 27, 1955 (42 U.S.C. 1856a, Pub. L. 84-46). This Act authorizes the Forest Service to enter into reciprocal agreements with any fire organization maintaining fire protection facilities in the vicinity of national forest lands (FSM 1580.16).

b. Granger-Thye Act of April 24, 1950, as Amended (16 U.S.C. 572). Section 5 of this Act authorizes the Forest Service to perform work to be done for the benefit of the depositor; for administration, protection, improvement, reforestation; and such other kinds of work as the Forest Service is authorized to do on lands of the United States:

(1) On State, county, municipal, or private land within or near national forest land, or

(2) For others who occupy or use national forests or other lands administered by the Forest Service (FSM 1580.12).

c. Cooperative Funds and Deposits Act of December 12, 1975, Pub. L. 94-148, 16 U.S.C. 565a1 - a3, as further authorized by Division F, Title IV, Sec. 417 of the Consolidated Appropriations Act 2008 (P.L. 110-161). This Act authorized the Forest Service to cooperate with other parties to accomplish such things as forestry protection, fire protection, and fuels management (FSM 1580.12).

d. Cooperative Funds Act of June 30, 1914 (16 U.S.C. 498 as amended by Pub. L. 104-127). This Act authorizes the Forest Service to accept money received as contributions toward cooperative work in forest investigations or protection, management, and improvement of the National Forest System (FSM 1580.12).

30.1a - Reference

The Office of Management and Budget (OMB) has authorized exemptions to the Federal Grants and Cooperative Agreements Act of 1977 (FGCA) for a limited number of Forest Service agreements, specifically Cooperative Law Enforcement Agreements, Cooperative Road Agreements, and Cooperative Fire Protection Agreements. The FGCA is not the authority used to enter into any of these agreements and should not be cited in any agreement. Information about the FGCA is provided as a reference only.

The Federal Grants and Cooperative Agreements Act of 1977 (FGCA, 31 U.S.C. 6307) authorizes the Director of the Office of Management and Budget (OMB) to:

a. Issue supplementary interpretative guidelines to promote consistent and efficient use of procurement contracts, grants, and cooperative agreements; and

b. Exempt a transaction or program of an executive agency from provisions of the FGCA.

30.5 - Definitions

Jurisdictional Agency. In Fire Protection Agreements, it is the agency that has overall land and resource management and/or protection responsibility as provided by Federal or State law.

OMB Exempted Agreements. The Forest Service has Cooperative Law Enforcement, Forest Road, and Fire Protection Agreements that were executed prior to February 4, 1979, (and never modified) that are exempt from the requirements of the Federal Grant and Cooperative Agreements Act of 1977.

Protecting Agency. In Fire Protection Agreements, it is the agency responsible for providing direct wildland fire protection to a given area, pursuant to this agreement.

Supporting Agency. In Fire Protection Agreements, it is the agency that provides suppression or other support and resources to the protecting agency.

31 - Statutory Requirements and Formats

31.1 - Cooperative Law Enforcement Agreements - Cooperative Law Enforcement Act of August 10, 1971, (16 U.S.C. 551a, Pub. L. 92-82)

31.11 - General Requirements

1. Purpose. This authority permits the Forest Service to work cooperatively with State and local law enforcement agencies to enhance the enforcement and/or supervision of their laws or ordinances on lands within or part of any unit of the National Forest System (NFS).
2. Cooperators. Any State or political subdivision (that is, local governments). Cooperative Law Enforcement Agreements are most commonly entered into with county governments.
3. Funding/Contributions. The Forest Service and cooperator may contribute funds. A matching requirement is not applicable.
4. Advance and Reimbursable Payments. Reimbursable payments are authorized. Advance payments are not authorized.

Reimbursable cooperator enforcement expenses must be listed in an approved operating plan, expended in connection with activities on NFS lands, and be expenses beyond those which the cooperator is normally able to provide.

During extraordinary situations such as, but not limited to: fire emergency, drug enforcement activities, or certain group gatherings, the Forest Service may request the cooperator to provide additional special enforcement activities. The Forest Service shall reimburse the cooperator for only the additional activities requested and not for activities that are regularly performed by the cooperator. This request must be documented and obligated through either a modification to an existing Cooperative Law Enforcement Agreement or execution of a separate law enforcement agreement for the specific activities.

Reimbursement may include the costs incurred by the cooperator in equipping or training its officers/agents to perform the additional law enforcement activities authorized by the agreement, including expenses relating to an incident. Unless specified otherwise in the operating plan, reimbursement for equipment and training is limited to a pro rata share based on the percentage of time an officer/agent spends or equipment is used under the agreement. When equipment or supplies are not approved for purchase under an operating plan, the Forest Service shall not reimburse the cooperator for the purchase of equipment or supplies.

When State conservation agencies have the responsibility for public protection in addition to their normal enforcement responsibility, their public protection enforcement activities may be included in operating plans and are then eligible for reimbursement. Reimbursement is not authorized to State Conservation Agencies for enforcement of fish and game laws in connection with activities on NFS lands.

5. Applicability of Federal Acquisition Regulations (FAR). The FAR applies only when the cooperator's contribution is in cash and the Forest Service procures services or supplies using such funds.

6. Cooperator Contracts. If the cooperator performs work with its own resources, then the FAR does not apply. However, the Forest Service should ensure that cooperator contracts are awarded on a competitive basis. The cooperator may follow their written procurement procedures. In the absence of written procurement procedures, the cooperator shall obtain a minimum of three price quotations.

7. Applicability of Federal Wage Requirements. Federal wage provisions (Davis-Bacon or Service Contract Act) are applicable to any contract developed and awarded under this agreement where all or part of the funding is provided with Federal funds, except that it does not apply to a sheriff department's employees. Davis-Bacon wage rates apply on all public works contracts in excess of \$2,000, and Service Contract Act wage provisions apply to service contracts in excess of \$2,500.

8. Employee Status. The officers/agents of the cooperator performing law enforcement activities under the agreement are, and shall remain, under the supervision, authority, and responsibility of the cooperator. Law enforcement provided by the cooperator and its employees are not within the scope of Federal employment, and none of the benefits of Federal employment are conferred under the agreement.

9. Equipment. When the Forest Service provides equipment, the transfer must be documented on an approved property transfer form (AD-107) or equivalent. Title remains with the Forest Service; however, the cooperator ensures that adequate safeguards and controls exist to protect loss or theft. The cooperator is financially responsible for any loss at original acquisition cost less depreciation at the termination of the agreement. The cooperator is responsible for all operating and maintenance

costs for equipment that the Forest Service has reimbursed the cooperator for and/or transferred to the cooperator under the AD-107 process or equivalent.

When expensive items of equipment are needed by the cooperating entity in order to perform the law enforcement activities, consider reimbursing the cooperator for costs incurred in leasing the equipment rather than outright purchase, see FSM 5362, paragraph 3.

Equipment and supplies approved for purchase under the agreement are available only for use as authorized. The Forest Service reserves the right to retain title to the Forest Service equipment and supplies, with a current per-unit fair market value in excess of \$5,000, purchased by the cooperator using any Federal funding. Upon expiration of the agreement, the cooperator shall forward any equipment and supply inventory to the Forest Service, listing all equipment purchased throughout the life of the project and unused supplies. The Forest Service shall issue disposition instructions within 120-calendar days at the end of the agreement that are in accordance with Title 7, Code of Federal Regulations, section 3016.32.

10. Monitoring. See FSM 5364.

11. Other Requirements.

- a. Agreements must comply with requirements in FSM 5360, Law Enforcement.
- b. Reports. Ensure completion and submission of Cooperative Law Enforcement Activity Report as required by FSM 5343.

31.12 - Type of Work

1. Patrol campgrounds, developed sites, or dispersed areas on NFS land for crime prevention and detection, emergency and public safety responses, criminal investigations, apprehension, and so forth.
2. Upon request of a forest officer, provide dispatcher services for routine identification checks, wants/warrants checks, motor vehicle registration queries, and officer welfare checks.
3. Special enforcement situations; includes but is not limited to fire emergencies, drug enforcement, and certain group gatherings.

31.13 - Form of Agreement

See section 39.1 for a sample agreement.

Follow the direction described in section 14.3 of this handbook, and use FS-1500-8, Cooperative Law Enforcement Agreement, for this authority.

31.2 - Cooperative Forest Road Agreements - National Forest Roads and Trails Act of October 13, 1964, (16 U.S.C. 532-538, Pub. L. 88-657) and Surface Transportation Act of 1978 (23 U.S.C. 101 & 205.)

31.21 - General Requirements

1. Purpose. This authority allows the Forest Service to work cooperatively with State, county, or local public road authorities for the cooperative planning, survey, design, construction, reconstruction, improvement, and maintenance of certain “Forest Roads.” (Note “National Forest System Road” is also defined in 36 CFR 212.1). These agreements accomplish two purposes set forth in Title 36, Code of Federal Regulations, part 212:

- a. Existing or proposed forest roads that are or will be part of a transportation system of a State, county, or other local public road authority. Forest roads that are or will be part of a transportation system of a State, county, or other local public road authority and are on rights-of-way held by a State, county, or other local public road authority may be constructed, reconstructed, improved, or maintained by the Forest Service when there is an appropriate agreement with the State, county, or other local public road authority under Title 23, United States Code, section 205 and the construction, reconstruction, improvement, or maintenance is essential to provide safe and economical access to National Forest System lands (36 CFR 212.7a).
- b. Maintenance and reconstruction of National Forest System roads by users. The Chief may require, but not in conflict with an existing permit, easement, contract, or other agreement, the user or users of a road, including purchasers of Government timber and other products, to maintain the roads in a satisfactory condition commensurate with the particular use requirements of each. The maintenance to be borne by each user must be proportionate to total use and no individual user shall be required to perform or bear the costs of maintenance other than that commensurate with their use [36 CFR 212.5d(1)].

2. Cooperators. State, county, or local public road authorities.

3. Funding/Contributions. The Forest Service and cooperator may contribute funds. Funds may be exchanged between the parties for work. These agreements may be used as a means to pay the cooperator to perform work that is the Forest Service’s responsibility (23 USC 205). A matching requirement is not applicable.

When reconstruction or improvement of a road listed in Schedule A of a Forest Road Agreement is to be financed in whole or in part from funds or resources provided by the party not having jurisdiction, the parties shall enter into a project agreement providing for performing the improvement work and its financing. (See sec. 31.21, para. 7c)

Normally the Forest Service may only spend funds on roads under its jurisdiction (23 USC 205/23 USC 101). The one exception is roads identified on Schedule A of a Forest Road Agreement wherein the Forest Service may spend funds on improvements to roads under the cooperator's jurisdiction. Comptroller General Decision B-150239 of April 24, 1963, ruled that the Forest Road Agreement granted proper authority to protect the interests of the United States.

The Forest Service may reimburse the cooperator up to 100 percent of their costs, both for in-house costs and/or contract costs, to perform the Forest Service's share of the work on roads identified on Schedule A; although there is usually some cooperative financing of improvement projects. Improvements may be handled the other way around, as well, with the cooperator reimbursing the Forest Service to perform the work. Since there is no standard template for project agreements, ensure the appropriate fund transferring provision is included.

4. Advance and Reimbursable Payments. When cooperator contributions are expected, the cooperator may provide either advance or reimbursable payments. When Forest Service contributions are expected, the Forest Service may provide either advance or reimbursable payments.

5. Employee Status. Employees of the cooperating agency shall at all times be subject only to the laws, regulations, and rules governing their employing agency, and shall not be entitled to compensation or other benefits of any kind other than specifically provided by the terms of their employment.

6. Liability. Liability is not addressed in the standard agreement. Each party is responsible for the actions of its employees and for professional engineering judgments of its employees.

Project agreements for reconstruction or improvement of roads should specifically assign responsibility for review and approval of designs. When review and approval is the responsibility of the Forest Service, it must follow procedures in FSH 7721. When review and approval is the responsibility of the cooperator, it must be in accordance with State statutes. It is undesirable for both parties to approve designs, as that may expose both parties to liability.

The jurisdictional party is typically responsible for ongoing operation and maintenance of roads, including signs and traffic control devices. When maintenance by parties not having jurisdiction is accomplished through maintenance agreements, the agreements should show the extent of responsibility of the party performing the work. Responsibility may be limited to certain activities or may extend to all activities necessary to operate and maintain the road. Failure to clearly assign responsibility on a road-by-road basis in maintenance agreements may expose both parties to liability. Special attention should be paid to responsibility for maintenance of signs and traffic control devices, as they directly affect the safety of road users.

7. Other Requirements.

- a. Direction regarding jurisdiction over forest transportation facilities is found in FSM 7703.3.
- b. Direction regarding common transportation interests with local public road authorities is found in FSM 7703.4.
- c. Schedule A: Forest Road Agreements must contain a complete list of cooperative roads in "Schedule A." The Schedule should be separated into roads under jurisdiction of the cooperator and roads under jurisdiction of the Forest Service. In circumstances where jurisdiction may involve questions of fact that may only be resolved in Federal court (such as the Act of July 26, 1866), a third category of roads whose jurisdiction may not be immediately determined may be included in Schedule A. Schedule A can be modified to both add and omit roads as necessary.
- d. Supplemental Project Agreements: A Forest Road Agreement with a Schedule A serves as a Master Agreement. Road improvements (construction/reconstruction) are addressed in supplemental project agreements when improvement of a road under the jurisdiction of one party is to be performed in whole or in part by the other party.
- e. Maintenance Plan: Forest Road Agreements may include an annual maintenance plan, which describes the parties' maintenance responsibilities. These responsibilities are usually documented at an annual meeting.

8. Other Agreements not Covered. Cost-Share Cooperative Road Maintenance Agreements are administered exclusively by the Engineering staff, in conjunction with the Albuquerque Service Center. In addition, Interagency Agreements between Bureau of Land Management, U.S. Fish and Wildlife Service, National Park Service, Bureau of Indian Affairs, and the Forest Service involving road maintenance and improvement work that cite the Economy Act and authorize the exchange of work on an equal value basis are the responsibility of the Engineering staff. Both the Cost-Share Cooperative Road Maintenance Agreement and Interagency Agreement are not covered under this chapter and are not the responsibility of grants and agreements (G&A) specialists.

31.22 - Type of Work

The following are samples of acceptable road work using Project Agreements for roads on a Schedule A under a Cooperative Forest Road Agreement:

- 1. The county will reconstruct 2500 feet of National Forest System road (NFS) 2371 adjacent to the new bridge crossing over Buckskin Creek on NFS 2371, including blending grades to the new structure, to correct drainage and safety issues at the bridge. (Project Agreement).

2. The county advertises a culvert installation and resurfacing contract where the Forest Service provides a portion of the funding. (Project Agreement).

3. NFSR 825 is the only road access to the Big Trout River Trailhead. Three-quarter miles of NFSR 825 is on land owned by the Jones Ranch. The Forest Service did not have an easement for the road, and the ranch recently installed and locked a gate blocking public use. The county will acquire an easement across the ranch in the name of the United States. The easement involves realigning the road away from the ranch house.

The county road crew will construct the realigned section. The county engineer shall approve the design for the realignment. Cattleguards, culverts, fencing, and aggregate surfacing are furnished by the Forest Service. (Project Agreement).

4. A subdivision on an inholding within a national forest has 200 houses. The primary access to the subdivision is over NFSR 443, a system road that provides high clearance vehicle access for management of three range allotments in the vicinity. While the Forest Service would like to give the road to the county, the county attorney has advised the commissioners to not take jurisdiction of the road, because it, “Doesn’t meet State standards.” The county is willing to operate and maintain the road for the residential traffic, including school buses. The road is thus shown in the annual maintenance agreement for the Forest Road Agreement as a Forest Service jurisdiction road on which the county performs all maintenance. (Schedule A, Annual Maintenance Agreement).

31.23 - Form of Agreement

See section 39.3 for a sample Cooperative Road Agreement (FS-1500-9) and section 39.4 for a sample Cooperative Road Project Agreement (FS-1500-9a).

Follow the direction described in section 14.3 of this handbook, and use FS-1500-9, Cooperative Forest Road Agreement, for this authority.

31.3 - Cooperative Fire Protection Agreements

Unlike Cooperative Law Enforcement and Forest Road Agreements, Cooperative Fire Protection Agreements do not rely on a single authority. Typically, three or more authorities are cited in an agreement, which may include a combination of Forest Service, other Federal, and State authorities. These agreements can be very complex. Because of this, the following guidance is based on the use of the instrument type (FI), rather than individual authorities. Therefore, individual authorities are not broken down as they are in other sections of this handbook. For specific requirements on each authority, review the relevant legislative text and history.

31.31 - General Requirements

1. Purpose. For the Forest Service, other Federal agencies, and State agencies to provide wildland fire protection, to perform approved severity activities, and to respond

to presidentially declared emergencies or disasters under Federal Emergency Management Agency (FEMA) authorities.

Wildland fire protection activities include, but are not limited to: prevention, detection, suppression, training, aviation, wildland fire use, and fuels management.

Cooperative Fire Protection Agreements cover activities related to wildland fire, approved severity activities, and presidentially declared emergencies or disasters under FEMA authorities only. Cooperative Fire Protection Agreements authorize coordination among State and Federal agencies for these activities, and document the coordination among the parties, ensuring maximum protection of resources.

Non-incident, or planned activities such as training, fire use, and fuels management are accomplished under project-specific agreements utilizing any instrument authorized for that purpose, or under a Supplemental Project Agreement under a Cooperative Fire Agreement.

2. Authorities. More than one authority may be cited in the agreement. Authorities may include Forest Service, other Federal, and State authorities. There is no requirement that all other Federal and State authorities cited in the agreement apply to the Forest Service. The Forest Service, however, shall ensure that its own activities are covered by an appropriate authority in the agreement. The following list is not exhaustive:

a. Forest Service:

(1) The Reciprocal Fire Protection Act of May 27, 1955, (42 U.S.C. 1856a, Pub. L. 84-46), which authorizes the Forest Service to enter into reciprocal agreements with any fire organization maintaining fire protection facilities in the vicinity of national forest lands.

(2) Granger-Thye Act of April 24, 1950, as Amended (16 U.S.C. 572), which authorizes the Forest Service to perform work that directly benefits the depositor.

(3) Cooperative Funds and Deposits Act of December 12, 1975, Pub. L. 94-148, 16 U.S.C. 565a1 - a3, as further authorized by Division F, Title IV, Sec. 417 of the Consolidated Appropriations Act 2008 (Pub. L. 110-161), which authorizes the Forest Service to cooperate with other parties to accomplish such things as forestry protection, fire protection, and fuels management.

(4) Cooperative Funds Act of June 30, 1914, (16 U.S.C. 498 as amended by Pub. L. 104-127), which authorizes the Forest Service to accept money received as contributions toward cooperative work in forest investigations or protection, management and improvement of the National Forest System.

(5) Economy Act of June 30, 1932, (31 U.S.C. 1535, Public Law 97-258 and 98-216), which authorizes one Federal agency to requisition work, services, supplies, materials, or equipment from another Federal agency.

(6) Cooperative Forestry Assistance Act of 1978, as amended (16 U.S.C. 2101-2114, Public Law 95-313), which authorizes the Forest Service to work through and in cooperation with State foresters or equivalent agencies, and other countries in implementing technical programs affecting non-Federal forest lands. Section 10 Rural Fire Prevention and Control of this Act authorizes cooperation including developing systems and methods for the prevention, control, suppression, and prescribed use of fires on non-Federal lands and to organize, train, and equip local firefighting forces.

b. Other Federal Authorities, if applicable (for example, the Stafford Act or the Department of Interior's Timber Protection Act of September 20, 1922; 42 Stat. 857, 16 USC 594).

c. State Authorities, if applicable.

3. Cooperators. Depends on the authority(ies) cited. See paragraph 2, above.

4. Funding/Contributions. Joint funding, staffing, and utilization of resources and facilities may be pursued when a combined approach is appropriate and cost effective. Shared staffing and funding must be commensurate with each agency's use of the resources. Costs must be documented in an annual operating plan, a supplemental project agreement, or separate agreement, whichever is appropriate.

5. Advance and Reimbursable Payments, and Offsets. Reimbursable payments are permitted. Advance payments are not permitted. Offsets may be permitted.

Suppression, severity, and FEMA declared emergencies. Reimbursable assistance must be recorded by a resource order within the dispatching system (G, P, H, S, or F codes) or any official agency document of the protecting and supporting agencies, or documented by the incident commander in a fire report. Resources not documented in this manner are not reimbursable. The salary or wages of personnel must be at the actual cost to the supporting agency for work time, including premium pay if and when it is earned, under the policies, laws, or rules governing the employees of the supporting agency.

Federal agencies shall not bill each other for fire suppression support. Federal agencies shall submit bills to the State whenever the State is the protecting agency. States may bill the protecting agency for fire suppression support.

6. Applicability of Federal Acquisition Regulations (FAR). The FAR applies when the Forest Service procures resources as the protecting agency.

7. Cooperator Contracts. The procurement laws of the protecting agency apply in the procurement of resources.

8. Applicability of Federal Wage Requirements. Federal wage provisions (Davis-Bacon or Service Contract Act) are applicable to any contract developed and awarded under this agreement where all or part of the funding is provided with Federal funds. Davis-Bacon wage rates apply on all public works contracts in excess of \$2,000, and Service Contract Act wage provisions apply to service contracts in excess of \$2,500.

9. Employee Status. Employees of the participating agencies shall at all times be subject only to the laws, regulations, and rules governing their employing agency, and shall not be entitled to compensation or other benefits of any kind other than specifically provided by the terms of their employment.

10. Equipment. Equipment shared by one agency with another agency must become the responsibility of the receiving agency and must be returned to the lending agency in the same condition as when received; normal wear and tear excepted. The receiving agency shall pay or reimburse for damages in excess of normal wear and tear, and shall replace or reimburse items lost or destroyed, except for damages occurring as a result of negligence by the lending agency.

11. Other Requirements.

a. Agencies are responsible for their own losses arising out of the performance of the agreement, and each agency waives any claim against any other agency for any loss, damage, personal injury, or death of its employees or agents, occurring as a consequence of the performance of the agreement; however, the Forest Service shall not relieve any agency from responsibility for claims of third parties for losses for which the agency is otherwise legally liable.

b. When State personnel are suppressing wildfires on lands for which a Federal agency has protection responsibility, the State shall not be liable to the United States or any landowner for any damage in consequence of the performance of work under this section of the agreement.

c. When Federal agencies' personnel are suppressing wildfires on lands for which the State has the protection responsibility, the Forest Service is not liable to the State or any landowner for any damage in consequence of the performance of work under the agreement.

d. Third party claims should be processed by the protecting agency, and, in the case of the Forest Service, such claims are handled by the Claims Branch at the Albuquerque Service Center (ASC).

e. Requests made by non-Federal parties to the Forest Service under the authority of the Granger-Thye Act must include the following provision:

“The cooperator hereby agrees to defend and hold harmless the USDA Forest Service its representatives or employees, from any damage incident to the performance of the work resulting from, related to, or arising from this instrument.”

f. On multi-jurisdictional incidents and incidents that threaten or burn across direct protection boundaries, the parties shall jointly develop a written cost-share agreement which describes a fair distribution of financial responsibilities.

g. Cost-Share Agreements must comply with requirements in FSM 5120, Preparedness, FSM 5170, Fire Management Cooperation, and FSH 6509.11g.50, Appropriation Use – Wildland Fire Management.

h. A Cooperative Fire Protection Agreement may contain an annual operating plan. The Forest Service may enter into a Supplemental Project Agreement under the Cooperative Fire Protection Agreement.

i. Cooperative Fire Protection Agreements with the States must be reviewed by the Washington Office (WO) Chief Financial Officer and the Deputy Chief of Business Operations and approved by the WO Deputy Chief of State & Private Forestry prior to execution, in accordance with the requirements of FSM 3170.

12. Indirect Cost Reimbursement.

The payment recipient must maintain evidence supporting the indirect cost rate calculated. Indirect cost rate documentation and/or evidence may include, but is not limited to, accounting records, audit results, cost allocation plan, letter of indirect cost rate approval from an independent accounting firm, or other Federal agency approved rate notice applicable to agreements (such as Negotiated Indirect Cost Rate Agreement (NICRA) from their cognizant agency). Or the payment recipient may elect to use the 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.

The following procedures must be followed to ensure that payment recipients have sufficient documentation to allow indirect cost reimbursements:

a. If the payment recipient chooses to provide their NICRA, any applicable exclusions/terms conditions of the NICRA must be followed. The G&A Specialist shall verify the rate stated in the agreement, including any applicable financial plan, is consistent with the rate stated in the NICRA.

b. If the payment recipient requests an indirect cost rate greater than 10% and does not provide a NICRA, the payment recipient shall provide the Forest Service with an indirect cost rate summary and/or evidence which include, but is not limited to, accounting records, audit results, cost allocation plan, letter of indirect cost rate approval from an independent accounting firm. The indirect cost rate summary and/or evidence must be in a format that clearly defines the indirect cost rate and MTDC. The G&A Specialist shall verify the rate stated in the agreement, including any applicable financial plan, is consistent with the rate stated in the documentation provided by the payment recipient.

c. If the payment recipient elects the de minimis indirect cost rate up to 10% of Modified Total Direct Costs (MTDC), the G&A Specialist shall verify that the rate of 10% or below of MTDC provided by the payment recipient is stated consistently in the agreement and any applicable financial plan.

An applicable NICRA, an indirect cost rate summary, and/or evidence must be uploaded to the NRM record. The payment recipient must maintain adequate documentation to support the methodology and computation of their indirect cost rate. Documentation must be made available to the Federal agency upon request. Failure to provide adequate documentation supporting the indirect cost rate could result in disallowed costs and the cooperator's repayment of such costs to the Federal agency. When indirect costs are questioned or disallowed follow procedures in chapter 10, section 17.4 of this handbook.

Audit and Assurance (A&A) will do a sampling based on a risk-based approach, depending on the universe size, of the rates over 10% on an annual or quarterly basis. A&A will conduct a mandatory review for all indirect cost rates used by local cooperators equal to or in excess of 25 percent.

31.32 - Type of Work

To provide for cooperation in the prevention, detection, and suppression of wildland fires within the protection areas documented within the agreement, for approved severity activities, and to provide for response to presidentially-declared emergencies under the Federal Emergency Management Agency's authority. The Forest Service shall not respond to structure fires, vehicle fires or traffic accidents. The Forest Service may, as available, respond to such incidents when adjacent wildlands covered under this agreement are threatened by fire from such incidents.

31.33 - Form of Agreement

See section 39.5 for a sample of the Local Cooperative Fire Protection Agreement (FS-1500-7) and a template for the Cooperative Wildland Fire Management and Stafford Act Response Agreement (OMB 0596-0242).

Follow the direction described in section 14.3 of this handbook and use FS-1500-7 for the Local Cooperative Fire Protection Agreements and use the template for Cooperative Wildland Fire Management and Stafford Act Response Agreement for statewide agreements, for this authority.

32 - Procedures for Initiating, Negotiating, Formatting, and Executing Cooperative Law Enforcement, Forest Road, and Fire Protection Agreements

32.1 - Initiating

Either party may initiate the process for developing Cooperative Law Enforcement, Forest Road, and Fire Protection Agreements.

32.2 - Negotiating

When negotiating Cooperative Law Enforcement, Forest Road, and Fire Protection Agreements, the discussions must cover at a minimum, a description of the project, including methodology and technical specifications, contributions and the responsibilities of the parties, deliverables, the period of performance, and monitoring. Regardless of who initiates discussions, all elements of a project are subject to negotiation. Any party may terminate discussions at any time.

32.3 - Formatting

The Forest Service uses a narrative format to document the relationship between the parties. See section 39 for samples of the FS-1500-7 Local Cooperative Fire Protection Agreement, OMB 0596-0242 Cooperative Wildland Fire Management and Stafford Act Response Agreement, FS-1580-8, and FS-1580-9 templates that should be used to record Cooperative Law Enforcement, Forest Road, and Fire Protection Agreements.

No changes to the provisions in the template may be made without prior approval by the Washington Office, Acquisition Management, Grants and Agreements Branch Chief.

32.4 - Agreement Requirements

Each agreement must contain the following, appropriate elements, when required:

1. One of the following formats/templates:
 - a. The appropriate, approved Forest Service form:
 - (1) FS-1580-8, Cooperative Law Enforcement Agreement;
 - (2) FS-1580-9, Cooperative Forest Road Agreement; or
 - (3) FS-1500-7, Local Cooperative Fire Protection Agreement.

(4) OMB 0596-0242 Cooperative Wildland Fire Management and Stafford Act Response Agreement

b. Or, in the case of paragraphs (1) through (3), above, an alternative cooperator agreement template that complies with the mandatory Forest Service provisions and requirements may be used as a substitute.

2. In addition to the applicable form, the following elements are required, when applicable:

a. For Cooperative Law Enforcement Agreements:

(1) Financial plan.

(2) Annual operating plan.

b. For Cooperative Road Agreements:

(1) Schedule A.

(2) Maintenance plan, when applicable.

(3) Project Agreement, when applicable.

(4) Financial plan, when entering into a project agreement.

c. For Cooperative Fire Agreements:

(1) Annual operating plan.

(2) Financial plan, when the exchange of funds is contemplated under the agreement.

32.5 - Executing

Follow the directions under section 14.4 of this handbook.

33 - Procedures for Administering Cooperative Law Enforcement, Forest Road, and Fire Protection Agreements

33.1 - Post-Award Meeting

Follow the directions under section 15.2 of this handbook.

33.2 - Payment and Reimbursable and Advance Collection Procedures

Ensure that cooperators complete and submit an original invoice to the Albuquerque Service Center and copies of their invoices to all Forest Service personnel as identified in the agreement. The invoice must reference the agreement number.

1. Payment Approval. If all of the invoice information is correct, the program/project manager responsible for payment approval will print, then sign and date the invoice in any available open space, approve the invoice in I-Web, and ensure that the signed invoice is placed in the official file.

2. Overpayments. Follow the directions under section 16.32 of this handbook.

34 - Performance Reports and Monitoring for Cooperative Law Enforcement, Forest Road, and Fire Protection Agreements

Follow the directions under sections 15.5 and 15.6 of this handbook.

35 - Procedures for Evaluating, Negotiating, Formatting, and Executing Modifications for Cooperative Law Enforcement, Forest Road, and Fire Protection Agreements

Follow the directions under section 15.7 of this handbook.

36 - Terminations, Suspensions and Debarments, or Other Considerations for Cooperative Law Enforcement, Forest Road, and Fire Protection Agreements

Refer to Title 7, Code of Federal Regulations, sections 3016.43 and 3019.30 for procedures; also, see chapter 80 of this handbook.

36.1 - Terminations

See chapter 80 of this handbook.

36.2 - Suspensions and Debarments

See chapter 80 of this handbook.

36.3 - Other Considerations

See chapter 80 of this handbook.

37 - Procedures for Close-out for Cooperative Law Enforcement, Forest Road, and Fire Protection Agreements

Close-out of Cooperative Law Enforcement, Forest Road, and Fire Protection Agreements at the date of expiration is the process by which the Forest Service determines that all applicable administrative actions and all required work have been completed by the Forest Service and the

cooperator(s). Follow the directions under section 16.3 of this handbook.

37.1 - Reporting Requirements

Follow the directions under section 15.5 of this handbook.

37.2 - De-obligation of Funds

Follow the directions under section 16.32 of this handbook.

37.3 - Overpayments

Follow the directions under section 16.32 of this handbook.

37.4 - Equipment Disposition

When the agreement allowed the cooperator to acquire equipment with Federal funds or provided Government furnished property, include disposition procedures. Forward a letter to the cooperator requesting that the Federal equipment be returned to the Forest Service property personnel. The Forest Service may either use the equipment or dispose of it appropriately.

37.5 - Official Files

See section 15.1 of this handbook.

38 - Audits and Site Visits for Cooperative Law Enforcement, Forest Road, and Fire Protection Agreements

38.1 - Audits

The Forest Service may audit the cooperator to ensure compliance with the terms and conditions of the agreement, Forest Service directives and procedures, and Federal laws and regulations, including, but not limited to, a review of the program, financial documents, and any other resource relevant to the agreement.

38.2 - Site Visits

See section 15.6 of this handbook.

39 - Samples

The following exhibits are samples of the different agreement types referenced throughout this chapter. These include: FS-1500-8 Cooperative Law Enforcement Agreement (sec. 39.1); FS-1500-8a Cooperative Law Enforcement Agreement Annual Operating Plan (sec. 39.2); FS-1500-9 Cooperative Forest Road Agreement (sec 39.3); FS-1500-9a Cooperative Forest Road Project Agreement (sec. 39.4); and FS-1500-7 Local Cooperative Fire Protection Agreement and

Cooperative Wildland Fire Management and Stafford Act Response Agreement (OMB 0596-0242) (sec. 39.5).

39.1 - FS-1500-8, Cooperative Law Enforcement Agreement Sample

39.1 - Exhibit 01

FS-1500-8, Cooperative Law Enforcement Agreement Sample



USDA Forest Service

OMB 0596-0217
FS-1500-8

FS Agreement No.
Cooperator Agreement No.

09-LE-11030600-002
2009-14-Gila

COOPERATIVE LAW ENFORCEMENT AGREEMENT Between The GRANT COUNTY SHERIFF'S DEPARTMENT And The U.S. FOREST SERVICE, GILA NATIONAL FOREST

This COOPERATIVE LAW ENFORCEMENT AGREEMENT ('Agreement') is entered into by and between the Grant County Sheriff's Department, hereinafter referred to as the Cooperator, and the U.S. Forest Service, Gila National Forest, hereinafter referred to as the Forest Service, under the provisions of the Cooperative Law Enforcement Act of August 10, 1971, Pub. L. 92-82, 16 U.S.C. 551a.

Background: The parties to this agreement recognize that public use of National Forest System lands (NFS lands) is usually located in areas that are remote or sparsely populated. The parties also recognize that the enforcement of State and local law is related to the administration and regulation of NFS lands and the Cooperator has a limited amount of financing to meet their responsibility of enforcing these laws.

Title: Grant County Law Enforcement Agreement

I. PURPOSE:

The purpose of this agreement is to document a cooperative effort between the parties to enhance State and local law enforcement in connection with activities on NFS lands and provide for reimbursement to the Cooperator for the intensified portion of this effort.

In consideration of the above premises, the parties agree as follows:

39.1 - Exhibit 01--Continued



USDA Forest Service

OMB 0596-0217
FS-1500-8

II. THE COOPERATOR SHALL:

- A. Perform in accordance with the approved and hereby incorporated annual Financial and Operating Plan (Operating Plan) attached as Exhibit A. *See related Provision IV-D.*
- B. Ensure that the officers/agents of the Cooperator performing law enforcement activities under this agreement meet the same standards of training required of the officers/agents in their jurisdiction, or the State Peace Officers Standards of Training where they exist.
- C. Provide uniformed officers/agents with marked vehicles to perform all activities unless agreed to otherwise in the Operating Plan.
- D. Advise the Forest Service Principal Contact, listed in Provision IV-B, of any suspected criminal activities in connection with activities on NFS lands.
- E. Upon the request of the Forest Service, dispatch additional deputies within manpower capabilities during extraordinary situations as described in Provision IV-I.
- F. Complete and furnish the Forest Service with form FS-5300-5, Cooperative Law Enforcement Activity Report, identifying the number of crimes occurring on NFS lands. The report shall follow the FBI Uniform Crime Reporting groupings, Part I and Part II offenses. Offenses and arrest information shall be combined and reported for each crime. This report shall separate the crimes handled under this agreement from those handled by the Cooperator during regular duties.
- G. Provide the Forest Service Principal Contact, listed in Provision IV-B, with case reports and timely information relating to incidents/crimes in connection with activities on NFS lands.
- H. Bill the Forest Service for the Cooperator's actual costs incurred to date, displayed by separate cost elements, excluding any previous Forest Service payment(s) made to the date of the invoice, not to exceed the dollar amount(s) shown, in accordance with the Operating Plan. Billing frequency will be as specified in the Operating Plan. *See related Provisions III-B, IV-H and IV-O.*

39.1 - Exhibit 01--Continued



USDA Forest Service

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- I. Give the Forest Service or Comptroller General, through any authorized representative, access to and the right to examine all records related to this agreement. As used in this provision, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- J. Comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive orders, regulations, and policies. These include, but are not limited to Sections 119 and 504 of the Rehabilitation Act of 1973 as amended, which prohibits discrimination on the basis of race, color, religion, sex, age, national origin, marital status, familial status, sexual orientation, participation in any public assistance program, or disability.

III. THE FOREST SERVICE SHALL:

- A. Perform in accordance with the Operating Plan attached as Exhibit A.
- B. Reimburse the Cooperator for actual expenses incurred, not to exceed the amount shown in the Operating Plan. The Forest Service will make payment for project costs upon receipt of an invoice. Each correct invoice shall display the Cooperator's actual expenditures to date of the invoice, displayed by separate cost elements as documented in the Operating Plan, less any previous Forest Service payments. *See related Provisions II-I and IV-H.* The invoice should be forwarded as follows:

Submit original invoice(s)
for payment to:

USDA. Forest Service
Albuquerque Service Center
Payments - Grants & Agreements
101B Sun Avenue NE
Albuquerque, NM 87109
FAX: (877) 687-4894

Send copy of the invoice, completed
patrol logs, and FS-5300-5 to:

Stephen R. Edwards, Patrol Captain
USDA Forest Service
Gila National Forest
3005 E Camino del Bosque
Silver City, NM 88061
Phone: 575-388-8300
E-Mail: sredwards@fs.fed.us

39.1 - Exhibit 01--Continued



USDA Forest Service

OMB 0596-0217
FS-1500-8

IV. IT IS MUTUALLY UNDERSTOOD AND AGREED UPON BY AND BETWEEN THE PARTIES THAT:

- A. The parties will make themselves available, when necessary to provide for continuing consultation, exchange information, aid in training and mutual support, discuss the conditions covered by this agreement and agree to actions essential to fulfill its purposes.
- B. The principal contacts for this agreement are:

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Raul Holguin, Sheriff Address: 201 N Cooper St City, State, Zip: Silver City, NM 88061 Telephone: 575-574-0100 FAX: 575-574-0150 Email: sheriff@zianet.com	Name: Cynthia Ramos Address: 201 N Cooper St City, State, Zip: Silver City, NM 88061 Telephone: 575-574-0100 FAX: 575-574-0150 Email: sheriff2@zianet.com

Principal Forest Service Contacts:

Forest Service Program Contact	Forest Service Administrative Contact
Name: Stephen R. Edwards, Patrol Capt. Address: 3005 E Camino del Bosque City, State, Zip: Silver City, NM 88061 Telephone: 575-388-8300 FAX: 575-388-8425 Email: sredwards@fs.fed.us	Name: John Beilharz Address: 3462 Las Palomas Rd City, State, Zip: Alamogordo, NM 88310 Telephone: 575-434-7343 FAX: 575-434-7385 Email: jbeilharz@fs.fed.us

39.1 - Exhibit 01--Continued



USDA Forest Service

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- C. Any Operating Plan added to this agreement will be jointly prepared and agreed to by the parties. The Operating Plan shall at a minimum contain:
1. Specific language stating that the Operating Plan is being added to this agreement thereby subjecting it to the terms of this agreement.
 2. Specific beginning and ending dates.
 3. Bilateral execution prior to any purchase or the performance of any work for which reimbursement is to be made.
 4. Specify any training, equipment purchases, and enforcement activities to be provided and agreed rates for reimbursement including the maximum total amount(s) for reimbursement.
 5. An estimate of the useful life of any equipment purchased under this agreement as required by Provision IV-J.
 6. Billing frequency requirement(s). *See related Provisions II-H and III-B.*
 7. Designation of specific individuals and alternate(s) to make or receive requests for enforcement activities under this agreement.
 8. A review and signature of a Forest Service Agreements Coordinator.
- D. Nothing in this agreement obligates either party to accept or offer any Operating Plan under this agreement.
- E. The officers/agents of the Cooperator performing law enforcement activities under this agreement are, and shall remain, under the supervision, authority, and responsibility of the Cooperator. Law enforcement provided by the Cooperator and its employees shall not be considered as coming within the scope of federal employment and none of the benefits of federal employment shall be conferred under this agreement.
- F. Federal Communication Commission procedures will be followed when operating radio(s) on either party's frequency.

39.1 - Exhibit 01--Continued



USDA Forest Service

OMB 0596-0217
FS-1500-8

- G. Reimbursable Cooperator enforcement expenses must be: listed in an approved Operating Plan; expended in connection with activities on NFS lands; and expenses beyond those which the Cooperator is normally able to provide.
- H. During extraordinary situations such as, but not limited to: fire emergency, drug enforcement activities, or certain group gatherings, the Forest Service may request the Cooperator to provide additional special enforcement activities. The Forest Service will reimburse the Cooperator for only the additional activities requested and not for activities that are regularly performed by the Cooperator.
- I. Reimbursement may include the costs incurred by the Cooperator in equipping or training its officers/agents to perform the additional law enforcement activities authorized by this agreement. Unless specified otherwise in the Operating Plan, reimbursement for equipment and training will be limited to a pro rata share based on the percentage of time an officer/agent spends or equipment is used under this agreement.

When reimbursement for items such as radios, radar equipment, and boats is being contemplated, reimbursement for leasing of such equipment should be considered. If Cooperator or Forest Service equipment purchases are approved in the Operating Plan, an estimate of the useful life of such equipment shall be included. When purchased, equipment use rates shall include only operation and maintenance costs and will exclude depreciation and replacement costs. Whether the Cooperator is reimbursed for lease/purchase costs, or the Forest Service purchases and transfers the equipment, the total cost for the equipment cannot exceed the major portion of the total cost of the Operating Plan unless approved by all parties in the agreement and shown in the Operating Plan.

When the Forest Service provides equipment, the transfer shall be documented on an approved property transfer form (AD-107) or equivalent. Title shall remain with the Forest Service, however, the Cooperator shall ensure adequate safeguards and controls exist to protect loss or theft. The Cooperator shall be financially responsible for any loss at original acquisition cost less depreciation at the termination of the agreement. The Cooperator is responsible for all operating and maintenance costs for equipment that the Forest Service has reimbursed the Cooperator for and/or transferred to the Cooperator under the AD-107 process or equivalent.

39.1 - Exhibit 01--Continued



USDA Forest Service

OMB 0596-0217

FS-1500-8

- J. Equipment and supplies approved for purchase under this agreement are available only for use as authorized. The Forest Service reserves the right to transfer title to the Forest Service of equipment and supplies, with a current per-unit fair market value in excess of \$5,000.00, purchased by the Cooperator using any Federal funding. Upon expiration of this agreement, the Cooperator shall forward an equipment and supply inventory to the Forest Service, listing all equipment purchased throughout the life of the project and unused supplies. The Forest Service will issue disposition instructions within 120 calendar days, in accordance with equipment regulations contained in 7 CFR 3016.32.
- K. When no equipment or supplies are approved for purchase under an Operating Plan, Forest Service funding under this agreement is not available for reimbursement of Cooperator purchase of equipment or supplies.
- L. When State conservation agencies have the responsibility for public protection in addition to their normal enforcement responsibility, their public protection enforcement activities may be included in Operating Plans and are then eligible for reimbursement. Reimbursement is not authorized to State Conservation Agencies for enforcement of fish and game laws in connection with activities on NFS lands.
- M. Pursuant to 31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B, any funds paid to the Cooperator in excess of the amount to which the Cooperator is finally determined to be entitled under the terms and conditions of the award constitute a debt to the Federal Government. If not paid within a reasonable period after the demand for payment, the Federal awarding agency may reduce the debt by:
 - 1. Making an administrative offset against other requests for reimbursements.
 - 2. Withholding advance payments otherwise due the Cooperator.
 - 3. Taking other action permitted by statute.Except as otherwise provided by law, the Federal awarding agency shall charge interest on an overdue debt in accordance with 4 CFR, Chapter II "Federal Claims Collection Standards" and 31 U.S.C., Chapter 37.
- N. Modifications within the scope of the agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by both parties, prior to any changes being performed. The Forest Service is not obligated to fund any changes not properly approved in advance.

39.1 - Exhibit 01--Continued



USDA Forest Service

OMB 0596-0217

FS-1500-8

- O. Execution of this agreement terminates Cooperative Law Enforcement Agreement No. 03-LE-11030600-012 executed between the parties on March 19, 2003.
- P. 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 is possible. Full credit shall be allowed for each party's expenses and all noncancelable obligations properly incurred up to the effective date of termination.
- Q. Federal wage provisions (Davis-Bacon or Service Contract Act) are applicable to any contract developed and awarded under this agreement where all or part of the funding is provided with Federal funds. Davis-Bacon wage rates apply on all public works contracts in excess of \$2000 and Service Contract Act wage provisions apply to service contracts in excess of \$2,500. The Forest Service will award contracts in all situations where their contribution exceeds 50 percent of the costs of the contract. If the Cooperator is approved to issue a contract it shall be awarded on a competitive basis.
- R. This agreement in no way restricts the Forest Service or the Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.
- S. Any information furnished to the Forest Service under this agreement is subject to the Freedom of Information Act (5 U.S.C. 552).
- T. This agreement is executed as of the date of the last signature and, unless sooner terminated, is effective through **September 30, 2013**, at which time it will expire unless renewed.
- U. **AUTHORIZED REPRESENTATIVES.** By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this instrument. In witness whereof, the parties hereto have executed this instrument as of the last date written below.

39.1 - Exhibit 01--Continued



USDA Forest Service

OMB 0596-0217
FS-1500-8

Grant County Sheriff's Department

U.S. Forest Service
Gila National Forest

RAUL HOLGUIN DATE
Sheriff

RICHARD E. MARKLEY DATE
Forest Supervisor, Gila National Forest

CHAIRPERSON DATE
County Commissioner

GLEN H. PICKETT DATE
Special Agent in Charge, Region 3

The authority and format of this instrument has been reviewed and approved for signature.

CARMEN MELENDEZ
U.S. Forest Service Grants & Agreements Specialist

Date

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-New. The time required to complete this information collection is estimated to average XX minutes/hours 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.

39.2 - FS-1500-8a, Cooperative Law Enforcement Agreement Annual Operating Plan Sample

39.2 - Exhibit 01

FS-1500-08a, Cooperative Law Enforcement Agreement Annual Operating Plan Sample



USDA Forest Service

OMB 0596-0217

FS-1500-8A

FS Agreement No.

09-LE-11030600-003

Cooperator Agreement No.

2009-14-Gila-1

**AMENDMENT TO
COOPERATIVE LAW ENFORCEMENT AGREEMENT
Between the
GRANT COUNTY SHERIFF'S DEPARTMENT
And the
FOREST SERVICE, GILA NATIONAL FOREST

FY 2009 FINANCIAL AND OPERATING PLAN**

This Annual Financial and Operating Plan (Operating Plan), is hereby made and entered into by and between the Grant County Sheriff's Department, hereinafter referred to as the Cooperator, and the U.S. Forest Service, Gila National Forest, hereinafter referred to as the Forest Service, under the provisions of Cooperative Law Enforcement Agreement #09-LE-11030600-002 executed on October 3, 2008. This Operating Plan is made and agreed to as of the last date signed below and is for the period beginning on the date of the last signature and ending September 30, 2009.

I. **GENERAL:**

A. The following individuals shall be the designated and alternate representative(s) of each party, so designated, to make or receive requests for special enforcement activities:

Designated Representatives:

Forest Service Representative

Stephen R. Edwards, Patrol Captain
Gila National Forest
3005 E. Camino del Bosque
Silver City, NM 88061
Phone: 575-387-8300
FAX: 575-387-8425
E-Mail: sedwards@fs.fed.us

Cooperator Representative

Raul Holguin, Sheriff
Grant County Sheriff's Department
201 N. Cooper St
Silver City, NM 88061
Phone: 575-574-0200
FAX: 575-574-0250
E-Mail: sheriff@zianet.com

39.2 - Exhibit 01--Continued



USDA Forest Service

OMB 0596-0217
FS-1500-8A

Alternate Representatives:

Forest Service Representative

Cathy Van Camp, Law Enforcement Officer
Gila National Forest
Wilderness Ranger District
HC 68, Box 50
Mimbres, NM 88049
Phone: 575-535-2250
FAX: 575-535-2242
E-Mail: cvancamp@fs.fed.us

Cooperator Representative

Art Vega, Captain
Grant County Sheriff's Department
201 N Cooper St
Silver City, NM 88061
Phone: 575-574-0200
FAX: 575-574-0250
E-Mail: captain2@zianet.com

B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

\$0.32/mile patrolled

Per diem rate is \$0/day

Wages at the current hourly wage of the patrolling officer.

II. PATROL ACTIVITIES:

A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both the Cooperator and the Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

- Patrol on following Forest Service roads:

Any and all Forest Service roads within Grant County

- Patrol in the following campgrounds, developed sites, or dispersed areas:

Assign a regularly scheduled deputy(s) to patrol the Silver City, Glenwood, and Wilderness Ranger Districts of the Gila National Forest with the primary assignment(s) to patrol Little Walnut Day Use Area, Gila Cliff Dwellings, Upper

39.2 - Exhibit 01--Continued



USDA Forest Service

OMB 0596-0217
FS-1500-8A

Members, Black Range, Upper Gila River, Turkey Creek, Leopold Vista, Cherry Creek, McMillan Campground, Fire Cache and Tanker Base Areas. Assignment(s) to patrol recreation areas and dispersed areas will be on weekends with special emphasis on national holiday weekends for the period of May 1 through September 30, 2009. Patrol emphasis should be after 3:00 p.m. to 12:00 a.m.

High priority should be given to patrolling Leopold Vista, Little Walnut, Gila Cliff Dwellings, Fire Cache and Tanker Base Areas.

The assigned deputy(s) will assist Forest Service Officers with other resource-related law enforcement problems on the Gila National Forest within Grant County.

Dispatch additional deputies within manpower constraints for unforeseen or emergency situations upon the request of the Forest Service.

Provide radio communications (dispatch) for Forest Service Law Enforcement Officers when needed. The Cooperator's dispatcher will be notified when law enforcement officers are in service and when they go out of service.

For official law enforcement use only, provide record information related to motor vehicle registration, driver's license information, wanted person inquiries, and investigative information that the Forest Service is a party of interest in.

Provide suitable vehicles for assignment to deputies on patrol.

Maintain interagency communications by means of informal meetings with Cooperator, Gila National Forest Law Enforcement Officers and district personnel for the purpose of exchanging mutually benefiting information.

Provide the Forest Service with copies of reports relating to any accident or incident involving any private citizen on National Forest System Lands.

Total reimbursement for this category shall not exceed the amount of: **\$21,000**

39.2 - Exhibit 01--Continued



USDA Forest Service

OMB 0596-0217
FS-1500-8A

III. **TRAINING:**

See Cooperative Law Enforcement Agreement Provision IV-J for additional information.

Total reimbursement for this category shall not exceed the amount of: **\$0**

IV. **EQUIPMENT:**

See Cooperative Law Enforcement Agreement Provisions IV-J, IV-K and IV-L for additional information.

The Cooperator is authorized purchase of personal protective gear, upgrades for handheld radios and rechargeable flashlights for use in execution of the activities under this instrument. Purchase of equipment shall be done with prior written approval by the Forest Service.

Total reimbursement for this category shall not exceed the amount of: **\$2,500**

V. **SPECIAL ENFORCEMENT SITUATIONS:**

A. Special Enforcement Situations includes but is not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.

B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the Forest Service designated representative listed in Item I-A of this Operating Plan. The designated representative will then notify the Cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Operating Plan.

1. Drug Enforcement:

2. Fire Emergency:

3. Group Gatherings:

39.2 - Exhibit 01--Continued



USDA Forest Service

OMB 0596-0217
FS-1500-8A

This includes but is not limited to situations which are normally unanticipated or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous.

VI. BILLING FREQUENCY:

See Cooperative Law Enforcement Agreement Provisions II-I and III-B for additional information.

Reimburse the Cooperator not less than quarterly for actual expenses incurred, not to exceed \$23,500.00. The Forest will make payment for project costs upon receipt of an invoice. Each correct invoice shall display the Agreement number, billing period, and Cooperator's actual expenditures, to date of the invoice, displayed try separate cost elements (i.e., Patrol billable hours, Training, Equipment, etc.,) as documented in the FY08 Operating Plan, less any previous Forest Service payments. The invoice should be forwarded as follows:

Submit original invoice(s) for payment to: Forest Service Albuquerque Service Center Payments - Grants & Agreements 101B Sun Avenue NE Albuquerque, NM 87109 FAX: (877) 687-4894	Send copy of invoice, completed patrol logs, and form FS-5300-5 (Cooperative Law Enforcement Activity Report) to: Stephen R. Edwards, Patrol Captain USDA Forest Service Gila National Forest 3005 E. Camino del Bosque Silver City, NM 88061 FAX: 575-388-8425 E-Mail: sredwards@fs.fed.us
---	---

39.2 - Exhibit 01--Continued



USDA Forest Service

OMB 0596-0217
FS-1500-8A

In witness whereof, the parties hereto have executed this Operating Plan as of the last date written below.

Grant County Sheriff's Department

U.S. FOREST SERVICE
Gila National Forest

RAUL HOLGUIN
Sheriff

DATE

RICHARD E. MARKLEY
Forest Supervisor

DATE

The authority and format of this instrument has been reviewed and approved for signature.

CARMEN MELENDEZ
U.S. Forest Service Grants & Agreements Specialist

Date

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-New. The time required to complete this information collection is estimated to average XX minutes/hours 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.

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39.3 - FS-1500-9, Cooperative Forest Road Agreement Sample

39.3 - Exhibit 01

FS-1500-9, Cooperative Forest Road Agreement Sample



USDA Forest Service

OMB 0596-0217
FS-1500-9

FS Agreement No.
Cooperator Agreement No.

09-RO-11091384-066
2009-177-01

COOPERATIVE FOREST ROAD AGREEMENT
Between The
TOWN OF LAONA
And The
U.S. FOREST SERVICE
CHEQUAMEGON-NICOLET NATIONAL FOREST

Parties to Agreement: This agreement, made and entered into this the 31 day of August, 2009, by and between the Town of Laona hereinafter called the "Cooperator" and the U.S. Forest Service Chequamegon-Nicolet National Forest.

Purpose of Agreement: The purpose of this agreement is to set forth the general terms and conditions, acceptable to the parties hereto, for the cooperative planning, survey, design, construction, reconstruction, improvement, and maintenance of certain Forest System Roads, formerly called, Forest Development Roads, in Forest County, State of Wisconsin, pursuant to the provisions of 16 U.S.C. 532-538, 23 U.S.C. 205, and the regulations issued by the Secretary of Agriculture.

The Congress has, from time to time, authorized and appropriated funds for "Forest Development Roads," which are defined as "those Forest roads of primary importance for the protection, administration, and utilization of the National Forests, or where necessary, for the use and development of the resources upon which communities within or adjacent to the National Forests are dependent." Recognizing that substantial benefits will accrue to the Nation and to the State from the construction, reconstruction, improvement, maintenance, and use of certain Forest development roads and roads on the State or local road system over which the Cooperator has jurisdiction, and further that such roads carry substantial volumes of public service traffic as well as National Forest traffic, and further that the Cooperator has road construction, reconstruction, improvement, maintenance, and right-of-way acquisition facilities available to assist in the accomplishment of the work, it is accordingly deemed fitting and desirable to the parties hereto to express by this instrument the general terms of their mutual

39.3 - Exhibit 01--Continued



USDA Forest Service

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cooperation in that regard to achieve the maximum benefits there from in the public interest.

1. Intent to Cooperate. It is the intention of the parties under this agreement to cooperate as follows:

- a. Agree that certain roads under the jurisdiction of the Cooperator or the Forest Service which serve the National Forest and also carry traffic which is properly the responsibility of the Cooperator should be maintained and, if necessary, improved to a standard adequate to accommodate safely and economically all traffic which uses such roads.
- b. Agree on the identification of roads or road segments which meet the criteria in item a by a listing and appropriate maps.
- c. Provide for formal meetings and informal consultation on a regular basis to discuss and agree on action with respect to the roads identified pursuant to item b.
- d. Provide for regular and adequate maintenance of the roads identified in item b, including the assignment of maintenance responsibilities.
- e. Provide for entering into project agreements when improvements of a road under the jurisdiction of one party is to be financed in whole or in part from funds or resources provided by the other party.
- f. Provide for appropriate jurisdictional status of roads through transfer of easements and acquisition of easements by the appropriate party.

39.3 - Exhibit 01--Continued



USDA Forest Service

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2. Identification of Roads. A list of roads and segments of roads which meet the criteria set forth in item 1a is agreed upon and is marked "Schedule A" and attached as part of this agreement. Schedule A may be modified from time to time by agreement between the Cooperator and Forest Service, by adding or removing roads or road segments, or by altering the description of a road or road segments, to give it proper identity. Each such modification shall be indicated by a revised Schedule A bearing the signatures of the parties or their authorized representatives and the effective date of the revision.

3. Maintenance Plans. At the annual meeting provided for in item 6, plans for maintaining the roads listed in Schedule A shall be agreed upon. Such plans shall include assignment of responsibility for maintenance or particular elements of maintenance to the Cooperator or Forest Service for each road or segment of road listed in Schedule A. To the extent practical, and subject to availability of funds, responsibility for maintenance shall be assigned in proportion to use for which each party is properly responsible.

Maintenance shall include preserving and keeping the roads, including structures and related facilities as nearly as possible in their original condition as constructed or reconstructed to provide satisfactory and safe road service.

Maintenance plans shall provide for prompt changes in maintenance assignments during the period of the plan upon agreement by the parties or their designated representatives.

4. Project Agreements. When improvement of a road listed in Schedule A is to be financed in whole or in part from funds or resources provided by the party not having jurisdiction, the parties shall enter into a project agreement providing for performing the improvement work and its financing. A project agreement is not required for improvement of a road or a road segment over which the party performing and financing such improvement has jurisdiction. Project agreements shall be supplements to this general agreement and subject to the agreements, provisions, and conditions herein contained.

- a. A project agreement shall be entered into prior to beginning of improvement or construction work for which a project agreement is required.

39.3 - Exhibit 01--Continued



USDA Forest Service

OMB 0596-0217
FS-1500-9

b. The project agreement shall include the following elements:

1. Identification of road or road segment to be improved or constructed.
2. Plans and specifications for the project or provision for their development and subsequent agreement thereon.
3. Schedule of construction or improvement work and designation of the party or parties to perform the work.
4. Estimates of cost of improvement or construction.
5. Agreement as to how cost of work is to be borne including arrangements to share in the work or to deposit funds with the performing party for a share of the costs.

c. If funds are provided by the Cooperator on an advance basis for work to be performed by the Forest Service, they shall be deposited in the Treasury of the United States to the credit of cooperative work, Forest Service. Any unused balance of cooperative funds for the purposes outlined in the project agreement shall be returned to the Cooperator after completion of the work performed or upon agreement of the Forest Service. If the cooperative funds are made available on a reimbursement basis as the work progresses or upon its completion, the Forest Service shall submit to the Cooperator periodic billings, but not more often than monthly, or a final billing as the case may be.

The amount of cooperative funds as set forth in the project agreement shall be the maximum commitment of the Cooperator to the project unless changed by a modification of the project agreement.

If funds are provided by the Forest Service for work to be performed by the Cooperator the arrangements shall be set forth in the project agreement. Payments to the Cooperator shall be made as provided for in the project agreement.

If it appears that the project cost may exceed the estimate and additional funds may be needed, no obligation shall arise against the Federal government with respect to the increased cost except by modification of the project agreement prior to incurring any commitment.

39.3 - Exhibit 01--Continued



USDA Forest Service

OMB 0596-0217
FS-1500-9

5. Rights-of-Way. Easements or other interests in land acquired by either party shall be adequate to serve the road needs of both parties. The party having jurisdiction of an existing road or intended to have jurisdiction of a road to be constructed shall obtain the needed rights-of-way in its name. There shall be no provisions in any easement document that will prevent the Forest Service from using or authorizing the use of roads for which Federal funds were expended. The Cooperator must be in a position to assure the Forest Service the continuance of such uses for the period needed. The party acquiring the easement or other interest in land shall obtain such title evidence and title approval as required in its acquisitions for roads of comparable standards.

The costs of such easements or other interests in land are to be at the expense of the acquiring party.

The Forest Service shall cooperate in the procurement of rights-of-way over land administered by other agencies of the United States required for any project included under this agreement and shall furnish the Cooperator copies of survey notes, maps, and other records.

To the extent possible under available authority, each party agrees to convey easements over lands or interests in lands it owns or administers to the other party in order to provide jurisdiction by the appropriate party as may be agreed to for any road or road segment listed on Schedule A.

39.3 - Exhibit 01--Continued



USDA Forest Service

OMB 0596-0217
FS-1500-9

6. Annual Meeting and Continuing Consultation. The Cooperator and Forest Service shall meet at least once each year to review matters covered by this agreement and to agree on actions to implement this agreement including, but not limited to, (1) approval of changes in the listing of roads on Schedule A; (2) approval of the annual maintenance plan; (3) approval of project agreements for construction or reconstruction; and (4) approval of transfer of jurisdiction of particular roads by easement conveyance. It is also the intent of the parties to arrange for continuing consultation between their representatives with the objective of reaching prompt agreement by the parties on all matters of mutual concern which are covered by this agreement. The Forest Supervisor of the Chequamegon-Nicolet National Forest for the Forest Service, and the Road Supervisor for the Cooperator shall be responsible for making the arrangements for formal meetings and continuing consultation.

7. Modification and Termination

- a. This agreement may be modified by mutual consent.
- b. This agreement may be terminated by either party upon at least 30 days prior written notice, except that such termination shall in no way affect or change any commitment made authorizing the use of roads or rights-of-way for purposes for which Federal funds were expended, or any operation in progress at time of notice, and provided that such termination shall in no way affect the agreement of the parties hereto with respect to any obligations incurred under the agreement until a full settlement has been made.

8. Miscellaneous

- a. It is understood that any default by a permittee or other authorized road user creates no liability on the part of the Forest Service.
- b. Nothing herein contained shall be construed to obligate the Forest Service or the Cooperator beyond the extent of available funds allocated or programmed for this work, or contrary to applicable laws, rules, and regulations.

39.3 - Exhibit 01--Continued



USDA Forest Service

OMB 0596-0217
FS-1500-9

c. No Member of, or Delegate to, the Congress, or Resident Commissioner, shall be admitted to any share or part of this agreement or to any benefits that may arise there from, unless it is made with a corporation for its general benefit.

d. Where applicable, any contract, agreement, or understanding entered into pursuant to this agreement providing for work to be performed shall include the requirements of Federal laws, Executive orders, and Regulations.

9. COMMENCEMENT/EXPIRATION DATE. This instrument is executed as of the date of last signature and is effective through **September 1, 2014**, at which time it will expire.

10. 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.

This agreement shall be effective as of the date herein written and shall supersede all prior existing agreements, if any, for the same roads.

Town of Laona

U.S. Forest Service
Chequamegon-Nicolet National Forest

ALLAN MURRAY Date
Chairperson

HARV SKJERVEN Date
Forest Supervisor

The authority and format of this instrument has been reviewed and approved for signature.

PAMELA M. WIESE Date
U.S. Forest Service Grants & Agreements Specialist

39.3 - Exhibit 01--Continued



USDA Forest Service

OMB 0596-0217
FS-1500-9

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-New. The time required to complete this information collection is estimated to average XX minutes/hours 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.

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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.

**SCHEDULE A
TO
FOREST ROAD AGREEMENT NUMBER: 04-RO-11091304-061
BETWEEN THE
TOWN OF LAONA
AND THE
U.S. FOREST SERVICE
CHEQUAMEGON-NICOLET NATIONAL FOREST**

The following listed roads or segments meet the criteria in Item 1a, Intent to Cooperate, of the Standard Road Agreement.

39.3 - Exhibit 01--Continued



USDA Forest Service

OMB 0596-0217
FS-1500-9

Roads Covered by Agreement

Town of Laona

<u>Number and Name</u>	<u>Length in Miles</u>	<u>Description of Termini</u>
2128 Old Hwy 8	2.2	U.S. Hwy. 8 to North Town Line
2131 Peshtigo River	1.9	U.S. Hwy. 8 to MP 1.9
2144 Roberts Lake	0.5	South Line Sec. 2 to Center of Section 2
2366 Borske	1.1	State Hwy. 32 to MP 1.1
2693 Section Five (Venters)	2.0	Cty Hwy. "H" to Cty. Hwy. "H"
2732 Whiting Creek	3.1	U.S. Hwy. 8 to FR 2131
3876 Bushafer	2.6	State Hwy. 32 to West Line Sec. 35 and that portion in Sec. 34
2585 Blackwell Junction	1.4	Cty. "H" to Town Line
3221 Clarks Lane	0.7	From State Hwy. 32 to MP 0.7
2378 Margie's	3.0	West Line Sec.19 to North Town Line

39.3 - Exhibit 01--Continued



USDA Forest Service

OMB 0596-0217
FS-1500-9

Forest Service Roads

<u>Number and Name</u>	<u>Length in Miles</u>	<u>Description of Termini</u>
2131 Peshtigo River	4.0	MP 1.9 to East Town Line
2132 Browns	1.8	FR 2131 to North Town Line
2144 Roberts Lake	7.5	Cty. Hwy "W" to South Line Sec.2
2146 Hardwood Lake	0.8	FR 2144 to West Line Sec. 16
2366 Borske	1.0	MP 1.1 to FR 2144
2376 Bobs Lake	2.8	U.S. Hwy. 8 to Center of Sec. 14
3876 Bushafer	2.2	FR 2144 to South Line Sec. 27 and that portion in Sec. 27

39.4 - FS-1500-9a, Cooperative Forest Road Project Agreement Sample

39.4 - Exhibit 01

FS-1500-9a, Cooperative Forest Road Project Agreement Sample



USDA Forest Service

OMB 0596-0217

FS-1500-9a

FS Agreement No.

08-RO-11091304-077

Cooperator Agreement No.

2009-177-02

PROJECT AGREEMENT

Between The

TOWN OF LAONA

And The

U.S. FOREST SERVICE, CHEQUAMEGON-NICOLET NATIONAL FOREST

This Project Agreement (agreement) is hereby made and entered into by and between the Town of Laona, hereinafter referred to as the Cooperator, and the U.S. Forest Service, Chequamegon-Nicolet National Forest, hereinafter referred to as the Forest Service, as specified under the authority and provisions of the Forest Development Road Cooperative Agreement #04-RO-11091304-077 executed between the parties on March 29, 2004.

I. BACKGROUND:

The parties entered into a Forest Development Road Cooperative Agreement (Coop Agreement) on March 29, 2004. This Coop Agreement allows for the parties to cooperate in the planning, survey, design, construction, reconstruction, improvement and maintenance of certain forest development roads. The Schedule A, which is attached to the Coop Agreement, identifies the maintenance responsibilities of the parties to the specific road systems and may be revised as necessary. The process of revising the Schedule A can be labor intensive and time consuming due to requiring extensive valuations and several levels of formal review. Accordingly, formal revision of the Schedule A does not readily lend itself to rapid response times, adjusting to limited funding opportunities and a high degree of site condition specificity.

The Coop Agreement allows for specific Project Agreements between the parties with the intent of completing work as expeditiously as available funds or work opportunities allow.

The Coop Agreement identifies numerous requirements for the development of Project Agreements. These requirements include but are not limited to:

39.4 - Exhibit 01--Continued



USDA Forest Service

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- The specific project (road) must be included in an approved Forest Service – Cooperator plan (Schedule A).
- Mutual approval.
- The cost to be borne by each party.
- The amount of cooperative funds as set forth in the Project Agreement shall be the maximum commitment of either party unless changed by a formal modification prior to incurring any expense.
- Work must be completed in accordance with agreed upon standards.

II. PURPOSE:

The purpose of this Project Agreement (agreement) is to document the parties' cooperation in the culvert placement on Forest Road 2131 (Peshtigo River Road). The work is as described in the hereby incorporated Financial and Operating plan, attached as Exhibit A.

III. THE COOPERATOR SHALL:

- A. Perform in accordance with the Financial and Operating Plan, Exhibit A.
- B. Bill the Forest Service for actual costs incurred, not to exceed \$0. There is no exchange of funds under this project agreement.

IV. THE FOREST SERVICE SHALL:

- A. Perform in accordance with the Financial and Operating Plan, Exhibit A.

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 instrument.

39.4 - Exhibit 01--Continued



USDA Forest Service

OMB 0596-0217
FS-1500-9a

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: John Neddo Address: PO Box 254 City, State, Zip: Laona, WI 54541 Telephone: 716-677-5466 FAX: 716-677-5455 Email: neddo@aol.com	Name: John Neddo Address: PO Box 254 City, State, Zip: Laona, WI 54541 Telephone: 716-677-5466 FAX: 716-677-5455 Email: neddo@aol.com

Principal Forest Service Contacts:

Forest Service Program Contact	Forest Service Administrative Contact
Name: Richard Ahlfs Address: 4978 Highway 8 E City, State, Zip: Laona, WI 54541 Telephone: 716-677-4483 FAX: 716-677-4455 Email: rahlfs@fs.fed.us	Name: Pam Wiese Address: 68 S Stevens St City, State, Zip: Rhinelander, WI 54501 Telephone: 716-365-4435 FAX: 716-365-0994 Email: pwiese@fs.fed.us

- B. In the event of a conflict between this Project Agreement and the Coop Agreement, the later shall take precedence.
- C. FREEDOM OF INFORMATION ACT (FOIA). Information furnished to the Forest Service under this agreement is subject to the Freedom of Information Act (5 USC 552).
- D. FUNDING EQUIPMENT. Federal funding under this agreement is not available for reimbursement of the Cooperator's purchase of equipment.
- E. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the Forest Service or the Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.

39.4 - Exhibit 01--Continued



USDA Forest Service

OMB 0596-0217
FS-1500-9a

- F. ENDORSEMENT. Any Cooperator contributions made under this agreement do not by direct reference or implication convey Forest Service endorsement of the Cooperator'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 shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by both parties, prior to any changes being performed.
- 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 instrument is executed as of the date of last signature and is effective through **December 31, 2009** at which time it will expire unless extended.
- 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.

39.4 - Exhibit 01--Continued



USDA Forest Service

OMB 0596-0217
FS-1500-9a

This agreement shall be effective as of the date herein written and shall supersede all prior existing agreements, if any, for the same roads.

Town of Laona

U.S. Forest Service
Chequamegon-Nicolet National Forest

JOHN NEDDO SR.
Chairperson

Date

JEANNE HIGGINS
Forest Supervisor

Date

The authority and format of this instrument has been reviewed and approved for signature.

PAMELA M. WIESE
U.S. Forest Service Grants & Agreements Specialist

Date

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-New. The time required to complete this information collection is estimated to average XX minutes/hours 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.

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39.4 - Exhibit 01--Continued



USDA Forest Service

OMB 0596-0217
FS-1500-9a

EXHIBIT A OPERATING PLAN

1. IDENTIFICATION OF ROAD OR ROAD SEGMENTS. It is the intention of the parties under this agreement to cooperate on the following roads or road segments:

FR 2131 (Peshtigo River Road).

2. PLANS AND SPECIFICATIONS. Mutually agreeable plans and specifications are not necessary and therefore shall not be drafted or signed by all parties prior to commencement of any work activities. All work in this agreement is considered routine maintenance. Both parties shall agree in the field as to locations that the maintenance shall take place.

3. DESIGNATION OF PARTIES AND SCHEDULE OF WORK.

a. Forest Service agrees to:

- (1) Meet with the Town Officials and road crew to mutually identify specific areas of culvert placement on FR 2131.
- (2) Draft an appropriate cost estimate for necessary road work associated with culvert replacement on FR 2131.
- (3) Provide Culvert pipes of the dimensions described below for placement at the locations specified.

FR 2131: 21"x15"x 32' CMPA to be installed at MP 2.9

FR 2131: 21"x15"x 32' CMPA to be installed at MP 3.5

FR 2131: 21"x15"x 32' CMPA to be installed at MP 4.4

FR 2131: 21"x15"x 36' CMPA to be installed at MP 5.3

- (4) Provide 100 cy of aggregate surfacing and bedding for installation of the culverts to be used as necessary. This is approximately 25cy. per installation.

39.4 - Exhibit 01--Continued



USDA Forest Service

OMB 0596-0217
FS-1500-9a

b. Town of Laona agrees to:

- (1) Install all culverts supplied by the Forest Service at the locations agreed upon and shown above.
- (2) Load, haul and place any borrow bedding or surfacing required for complete and proper installation of the culverts.
- (3) Excavate and remove any unsuitable encountered. Placement shall not be on National Forest Land.
- (4) Dispose properly of all old culverts removed. Disposal site shall be in accordance with all legal requirements and shall not be on National Forest Land.

c. Schedule. Work on this project shall proceed as closely as possible to the following schedule:

- (1) Agreement to be signed and in place by August 31, 2008.
- (2) Town of Laona to begin work on September 1, 2008.
- (2) All contract obligations to be completed by October 30, 2008.

4. ESTIMATED COST. Refer to the Financial Plan attached to this agreement.

5. PAYMENT ARRANGEMENTS:

No cash transactions shall occur on this Project Agreement.

39.5 - FS-1500-7, Local Cooperative Fire Protection Agreement Sample

39.5 - Exhibit 01

FS-1500-7, Local Cooperative Fire Protection Agreement Sample



USDA Forest Service

OMB 0596-0217
FS-1500-7

FS Agreement No.
Cooperator Agreement No.

09-FI-11070600-055
SC-2009-7-13

COOPERATIVE FIRE PROTECTION AGREEMENT Between The SMOKY COUNTY RURAL FIRE DEPARTMENT And The U.S. FOREST SERVICE BEAR VALLEY NATIONAL FOREST

This COOPERATIVE FIRE PROTECTION AGREEMENT is made and entered into by and between the Smoky County Rural Fire Department, hereinafter referred to as the Department, and the U.S. Forest Service Bear Valley National Forest, hereinafter referred to as the Forest Service, under the authority and provisions of: Reciprocal Fire Protection Act of May 27, 1955 (42 U.S.C. 1856a)

I. PURPOSE

The purpose of this Agreement is to provide for cooperation in the prevention, detection and suppression of wildland fires within the protection areas of parties signatory to this Agreement.

This Agreement provides for cooperation only in wildland fire management activities. The Forest Service shall not respond to structure fires, vehicle fires or traffic accidents in lieu of the Department. The Forest Service may, as available, respond to such incidents when adjacent wildlands covered under this Agreement are threatened by fire from such incidents.

II. STATEMENT OF MUTUAL BENEFITS AND INTERESTS

The Forest Service has the responsibility for prevention, protection and suppression of wildland fires on National Forest administered lands, and on adjacent or intermingled State and private forested lands as identified through written agreement.

39.5 - Exhibit 01--Continued



USDA Forest Service

OMB 0596-0217

FS-1500-7

The Department has the responsibility for prevention, protection and suppression of structure and other non-wildland fires within the established fire district. These structures and lands protected by the Department are intermingled or adjacent to lands protected by the Forest Service.

Therefore, it is mutually advantageous, and in the public interest, for the parties to coordinate their efforts in the prevention, detection, and suppression of wildfires in and adjacent to their areas of responsibility.

III. GENERAL PROVISIONS

1. ANNUAL OPERATING PLANS. The parties will meet annually, prior to the initiation of fire season to prepare an Annual Operating Plan (AOP). This AOP will include protection area maps for all parties, current rates for use of the Department's equipment and personnel, lists of principal personnel, dispatching procedures, and any other items identified in this Agreement as necessary for efficient implementation. This AOP shall become attached to and a part of this Agreement.
2. PROTECTING PARTY. The party responsible for providing direct fire protection in a given area pursuant to this Agreement.
3. SUPPORTING PARTY. A party providing suppression assistance or other support and resources to the Protecting Party.
4. JURISDICTIONAL PARTY. The party which has overall land and resource management and/or protection responsibility as provided by law.

39.5 - Exhibit 01--Continued



USDA Forest Service

OMB 0596-0217
FS-1500-7

5. RECIPROCAL FIRE PROTECTION. As deemed appropriate, the parties will establish reciprocal initial attack areas for lands of intermingled or adjoining protection responsibilities. Within such areas a supporting party will, upon request or voluntarily, take initial attack action in support of the protecting party. The protecting party will not be required to reimburse the supporting party for initial attack actions taking place in these areas within the first 12 hours following initial dispatch of suppression resources. All assistance beyond this mutual aid period will be assistance by hire and will be billed retroactively for the full period from the time of initial dispatch. Reciprocal initial attack areas will be mapped and made a part of the AOP.
6. REQUESTED ASSISTANCE. Outside initial attack areas, when requested by the PROTECTING party, the SUPPORTING party will, within their capability, provide initial action or other support on wildland fires. Such requested assistance is reimbursable.
7. INDEPENDENT ACTION. Except as otherwise described in the AOP, any party on its own initiative and without reimbursement may go upon lands protecting by another party to suppress wildfires, if the fire is a threat to property within that party's protection responsibility. In such instances, the party taking action will promptly notify the protecting party.

If either party takes action on a fire independently, the SUPPORTING party will furnish the PROTECTING party a preliminary report (oral) within 24 hours of the action taken and a written incident report with ten (10) days.

8. NOTIFICATIONS. Each party will promptly notify the PROTECTING party of fires burning on or threatening lands for which that party has protection responsibility. When taking action, the SUPPORTING party will, as soon as possible, notify the PROTECTING party in accordance with the AOP, detailing what equipment and personnel have been dispatched to the incident location.

39.5 - Exhibit 01--Continued



USDA Forest Service

OMB 0596-0217
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9. BOUNDARY LINE FIRES. Boundary line fires will be the initial attack responsibility of the PROTECTING parties on either side of the boundary. Neither party will assume the other is aware of the fire, or its taking action. The officer-in-charge who arrives first at the fire will act as Incident Commander. When both parties have arrived it will be mutually agreed to the designation of the Incident Commander.
10. COST SHARING. On multi-jurisdictional incidents and incidents which threaten or burn across direct protection boundaries, the parties will jointly develop a written cost share agreement which describes a fair distribution of financial responsibilities.
11. COMMUNICATION SYSTEMS. The Parties agree to share the use of communication systems, radios and radio frequencies for the execution of this Agreement. Sharing of frequencies must be approved only by authorized personnel for each Party and documented in the AOP.
12. NATIONAL INTERAGENCY INCIDENT MANAGEMENT SYSTEM. The parties to this Agreement will operate under the concepts defined in the National Interagency Management System (NIMS) including: Incident command System (ICS), qualifications system, training system, the management of publications, and participate in the review, exchange, and transfer of technology as appropriate for providing qualified resources, and for the management of incidents covered by this Agreement.
13. DETERMINATION OF CAUSE AND PRESERVATION OF EVIDENCE. Parties will attempt to protect point of origin of the fire and evidence pertaining to the fire cause.
14. TRAINING. Each party will advise the other of applicable cross training opportunities for personnel.
15. BILLING PROCEDURES. The SUPPORTING party will bill the PROTECTING party for actual costs incurred for assistance provided and identified as reimbursable. Reimbursable costs include all costs associated with the direct fire operations and incident support ordered by or for the incident (except as otherwise described in reciprocal initial attack and independent action situations).

39.5 - Exhibit 01--Continued



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16. FIRE PREVENTION. Parties agree to share responsibilities and materials for fire prevention activities. Materials may include posters for display in public buildings, businesses and the like. Parties will share responsibility for fire protection and rural fire safety presentations and demonstrations.
17. NONDISCRIMINATION. The Cooperator shall comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive orders, regulations, and policies. These include, but are not limited to Sections 119 and 504 of the Rehabilitation Act of 1973 as amended, which prohibits discrimination on the basis of race, color, religion, sex, age, national origin, marital status, familial status, sexual orientation, participation in any public assistance program, or disability.
18. FIRE RESTRICTIONS AND CLOSURES. Parties will coordinate restrictions and closures.
19. PRESCRIBED FIRE AND FUELS MANAGEMENT. The JURISDICTIONAL party will inform all parties of prescribed fires it is managing. Support during a prescribed burn is not covered under this Agreement.
20. EMPLOYMENT POLICY. Employees of the parties of this Agreement shall at all times be subject only to the laws, regulations, and rules governing their employment, regardless of incident location, and shall not be entitled to compensation or other benefits of any kind other than specifically provided by the terms of their employment.
21. WAIVER OF CLAIMS. The Department and Federal agencies hereby waive all claims between and against each other for compensation for loss, damage, and personal injury, including death, to each other's property, employees, agents, and contractors occurring in the performance of this agreement.

Agencies will be liable for their own actions during mutual aid response or independent action as outlined in clauses III.5 and III.7 respectively.

39.5 - Exhibit 01--Continued



USDA Forest Service

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22. **PRINCIPAL CONTACTS.** Individuals listed below are authorized to act in their respective areas for matters related to this instrument.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Bruce Fox, Chief Address: RR1, Box 62 City, State, Zip: Greenville, OH 44508 Telephone: 404-883-0987 FAX: 404-883-0990 Email: Smokychief@aol.com	Name: Bruce Fox, Chief Address: RR1, Box 62 City, State, Zip: Greenville, OH 44508 Telephone: 404-883-0987 FAX: 404-883-0990 Email: Smokychief@aol.com

Principal Forest Service Contacts:

Forest Service Program Contact	Forest Service Administrative Contact
Name: Sarah Mandell Address: 1234 Main St City, State, Zip: Greenville, OH 44508 Telephone: 404-883-8846 FAX: 404-883-847 Email: smandell@fs.fed.us	Name: Grant Twogood Address: 6755 South Park City, State, Zip: Columbus, OH 47803 Telephone: 404-558-0097 FAX: 404-558-0098 Email: gtwogood@fs.fed.us

23. **MODIFICATION.** Modifications within the scope of the instrument must be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed. The Forest Service is not obligated to fund any changes not properly approved in advance.

39.5 - Exhibit 01--Continued



USDA Forest Service

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24. GSA PURCHASING: This agreement allows the Cooperator to use the General Services Administration (GSA) Wildfire Protection Equipment and Supplies catalog to purchase needed materials and supplies. GSA Order ADM4800.2E outlines eligibility to use GSA sources of supply and services.
25. COMMENCEMENT/EXPIRATION DATE. This instrument is executed as of the date of last signature and is effective through **December 31, 2010**, at which time it will expire unless extended.
26. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this instrument. In witness whereof, the parties hereto have executed this instrument as of the last date written below.

BRUCE FOX, Chief Smoky County Rural Fire Department	Date
NANCY MILLER, Acting Forest Supervisor U.S. Forest Service, Bear Valley National Forest	Date

The authority and format of this instrument has been reviewed and approved for signature.

GRANT TWOGOOD
U.S. Forest Service Grants & Agreements Specialist

Date

39.5 - Exhibit 01--Continued



USDA Forest Service

OMB 0596-0217
FS-1500-7

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-New. The time required to complete this information collection is estimated to average XX minutes/hours 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.

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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.

39.5 - Template for Cooperative Wildland Fire Management and Stafford Act Response Agreement (OMB 0596-0242)

39.5 - Exhibit 02

**MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND
STAFFORD ACT RESPONSE AGREEMENT**

Between

**UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT**
(Insert State and Agreement Number)

NATIONAL PARK SERVICE
(Insert Region(s) and Agreement Number)

BUREAU OF INDIAN AFFAIRS
(Insert Region(s) and Agreement Number)

UNITED STATES FISH AND WILDLIFE SERVICE
(Insert Region (s) and Agreement Number)

**UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE**
(Insert Region(s) and Agreement Number)

STATE OF *(Insert State)*
(Insert Agency Name)
(Insert Agreement Number)

(Insert Other States, if applicable)
(Insert Agency Name)
(Insert Agreement Number)

(Insert Tribal Government(s), if applicable)
(Insert Agency Name)
(Insert Agreement Number)

(Insert other Entities, if applicable (e.g., Agencies, Departments, etc.))
(Insert Agency Name)
(Insert Agreement Number)

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Authorities

Reciprocal Fire Protection Act of May 27, 1955, as amended (69 Stat. 66; 42 U.S.C. 1856)

Disaster Relief Act of May 22, 1974, (42 U.S.C. 5121 as amended)

Robert T. Stafford Disaster Relief and Emergency Assistance Act (P.L. 93-288)

Homeland Security Act of 2002 (H.R. 5005-8)

Homeland Security Presidential Directive-5 (HSPD-5)

Post-Katrina Emergency Management Reform Act of 2006. (P.L 109-295, 120 Stat. 1355)

National Indian Forest Resources Management Act (P.L. 101-630, Title III) (Interior Agencies)

Service First, Section 330 of the Department of the Interior and Related Agencies Appropriations Act of 2001, Pub. L. 106-291, 114 Stat. 996, 43 U.S.C. sec. 1701 note, as amended (FS, DOI)

Department of the Interior and Related Agencies Appropriations Act, 1999, as included in P.L. 105-277, section 101(e);

Federal Land Policy and Management Act of Oct. 21, 1976, (P.L.94-579; 43 U.S.C.)(BLM)

NPS Organic Act (16 U.S.C.1) (NPS)

National Wildlife Refuge Administration Act of 1966 (16 U.S.C. 668dd-668ee, 80 Stat. 927, as amended) (FWS)

National Wildlife Refuge System Improvement Act of 1997 (P.L. 105-57) (FWS)

National Forest Management Act of 1976 (16 U.S.C. 1600) (FS)

US Department of the Interior and Related Agencies Appropriations Acts

Purpose

The purpose of this Master Cooperative Wildland Fire Management and Stafford Act Agreement (hereinafter called the Agreement) is to document the commitment of the Parties to this Agreement to improve efficiency by facilitating the coordination and exchange of personnel, equipment, supplies, services, and funds among the Parties to this Agreement in sustaining wildland fire management activities, such as prevention, preparedness, communication and education, fuels treatment and hazard mitigation, fire planning, response strategies, tactics and alternatives, suppression and post-fire rehabilitation and restoration.

In addition to improving efficiency in addressing wildland fire management activities, this Agreement facilitates improved coordination regarding other incidents. The National Response Framework (NRF) applies to all federal departments and agencies that may be requested to provide assistance or conduct operations during all-hazard events. However,

this Agreement **ONLY** covers all-hazard events that are, or may become, declared as emergencies or major disasters that occur under the auspices of a Presidential Declaration of Emergency or Major Disaster under the Stafford Act, which may include wildland fire and non-wildland fire emergencies or major disasters. These events also require a coordinated response by an appropriate combination of state and tribal entities, along with the Federal Agencies.

This Agreement documents the commitment of the Parties to provide cooperation, resources, and support to the Secretary of Homeland Security and Administrator of the Federal Emergency Management Agency (FEMA) in the implementation of the NRF, as appropriate and consistent with their own authorities and responsibilities.

Parties to the Agreement

The Parties to this Agreement are:

The State of *(insert State and Agency name)*, hereinafter called *(state name)* or when referred jointly with other states in this Agreement called, States; and

(insert other States, if applicable)

The United States Department of Agriculture, Forest Service, Region *(insert name(s) and number(s))*; hereinafter called the “USFS”; and

The United States Department of the Interior, National Park Service, *(insert name)* Region, hereinafter called, NPS; and

The United States Department of the Interior, Fish and Wildlife Service, *(insert name)* Region, hereinafter called, FWS; and

The United States Department of the Interior, Bureau of Indian Affairs, *(insert name)* Regional Office, hereinafter called, BIA; and

The United States Department of the Interior, Bureau of Land Management, *(insert state)*, hereinafter called, BLM, and

(Insert other Parties to this Agreement)

The USFS, NPS, FWS, BIA, and the BLM may hereinafter be jointly called, Federal Agencies.

The Federal Agencies, States, and other entities signatory to this Agreement will hereinafter be referred to as, Parties to this Agreement.

Terminology, Exhibits and Supplements

Words and phrases used herein may have different meanings or interpretations for different readers. To establish a common understanding, some words and phrases as used herein are defined in the Glossary of Terms, attached as Exhibit A. The hierarchy of terminology will be those defined by statute or regulation, those defined in policy, those defined in this template and then all other agency and interagency documentation.

In the event of a conflict, the applicable definitions for the response type, wildland fire vs Stafford Act responses will take precedence. For wildland fire, that is the National Wildfire Coordinating Group (NWCG) Glossary of Wildland Fire Terminology, found on the Toolbox tab of the NWCG webpage (<https://www.nwcg.gov> or by direct link at <https://www.nwcg.gov/about-the-nwcg-glossary-of-wildland-fire>), and Stafford Act Response terminology corresponds to the FEMA National Incident Management System (NIMS) Glossary, available at in the NIMS document (https://www.fema.gov/pdf/emergency/nims/NIMS_core.pdf).

1. Incorporation of Exhibits into Agreement

The following Exhibits are hereby incorporated into this Agreement (Note: Exhibit H relates only to Stafford Act responses):

Exhibit A	Glossary of Terms
Exhibit B	Principal Contacts
Exhibit C	Operating Plan Template
Exhibit D	Reimbursable Billings and Payments
Exhibit E	Cost Share Agreement Instructions
Exhibit F	Cost Share Agreement Template
Exhibit G	Supplemental Fire Department Resources Template
Exhibit H	Use and Reimbursement for Stafford Act Shared Resources
Exhibit I	Supplemental Project Agreement Template

Several of the referenced Exhibits are intended to be used as templates and as such completion and/or execution of those Exhibits do not require formal modification to this Agreement. Also, as necessary, the Parties may introduce new or revised Exhibits at the geographic, statewide, or sub-geographic areas as a component of the Operating Plans without necessitating a formal modification to this Agreement, so long as they do not conflict with the provisions of this Agreement.

2. Acknowledgement of Supplements to the Agreement

Supplements to this Agreement, including Operating Plans, Joint Projects and Project Plans, Supplemental Project Agreements, and Cost Share Agreements will further describe working relationships, financial arrangements, and joint activities not otherwise specified under the terms of this Agreement.

3. Hierarchy and Precedence for Agreements, Exhibits, Operating Plans, etc.

Any inconsistencies in this Agreement and attachments thereto shall be resolved by giving precedence in the following order:

1. This Agreement
2. Geographic or Statewide Operating Plan
3. Sub-geographic (Local) Operating Plan
4. Cost Share Agreements
5. Exhibits to this Agreement

6. Joint Projects, Project Plans, or Supplemental Project Agreements

Period of Performance

1. **Commencement/Expiration:** This Agreement shall be effective and in effect for five years, beginning from the date of the last signature.
2. **Modifications:** Modifications within the scope of this Agreement shall be made by mutual consent of the Parties to the Agreement, by the issuance of a written modification, signed and dated by all Parties to the Agreement, prior to any changes being performed. No Party is obligated to fund any changes not properly approved in advance.
3. **Termination:** Any Party to the Agreement shall have the right to terminate its participation under this Agreement by providing one year advance written notice to the other Parties.
4. **Annual Review:** If deemed necessary, prior to (insert date) representatives of the Parties to the Agreement will meet and review matters of mutual concern. Operating Plans, at all levels, will be reviewed annually. If necessary, Operating Plans will be revised.
5. **Previous Agreements Superseded:** This Agreement supersedes the following:

List all individual Agreement with (State), USFS, and DOI agencies, if applicable.

Existing supplemental agreements and operating plans may remain in effect to the extent that they do not conflict with the provisions of this Agreement, but only until such time that all activities and conditions covered by those agreements or plans can be incorporated into geographic, statewide, or sub-geographic area operating plans provided for under this Agreement.

Recitals

1. Lands for which the State(s) are responsible for wildland fire protection in (list States), and the lands for which the respective Federal Agencies are responsible, are intermingled or adjacent in some areas, and wildland fires on these intermingled or adjacent lands may present a threat to the lands of the other.
2. The Parties to this Agreement maintain fire protection and fire management organizations.
3. It is to the mutual advantage of the Parties to this Agreement to coordinate efforts for the prevention and detection of, and responses to wildfires, fuels management, suppression, non-wildland fire emergencies (as authorized), and cooperative projects for resource and protection objectives in and adjacent to their areas of responsibility, and to limit duplication and improve efficiency and effectiveness.
4. It is the intent of the Parties to this Agreement that state and (insert other entities) resources be available to assist in fire management activities on all federal lands, and on other lands upon which the Federal Agencies are responsible to protect.

5. It is the intent of the Parties to this Agreement that federal resources be available to assist in fire management activities on all state and private lands the States and (*insert other entities*) are responsible to protect.
6. The USFS, BLM, BIA, NPS, and FWS have entered into a National Interagency Agreement for Wildland Fire Management to cooperate in all aspects of fire management.
7. It is noted that local fire resources are often mobilized within a state pursuant to a separate state MOU or Agreement with local fire departments or fire organizations, with reimbursement handled according to the terms detailed within that MOU or Agreement.
8. It is expected that all federal, state and local agencies will coordinate assistance and operations during Stafford Act responses by following the procedures and requirements established in the NRF. This Agreement documents the commitment of the Parties to provide cooperation, resources, and support to the Secretary of Homeland Security and Administrator of the FEMA in the implementation of the NRF, as appropriate and consistent with their own authorities and responsibilities. Some state and local resources are limited by statute to wildland fire response, requiring the governor to specifically approve mobilization outside of their state for non-fire emergencies. State emergency declarations and responses for all-hazard and non-Stafford Act responses are outside the scope of this Agreement.
9. The Responsibilities of the Parties to this Agreement shall be distinguished as follows:
 - A. **Jurisdictional Agency**—Agency having land and resource management responsibility for a specific geographical or functional area as provided by federal, state or local law. Under no circumstances may a Jurisdictional Agency abdicate legal responsibilities as provided by federal or state law.
 - B. **Protecting Agency**—Agency responsible for providing direct incident management within a specific geographical area pursuant to its jurisdictional responsibility or as specified and provide by contract, cooperative agreement, or other agreement or arrangement.
 - C. **Supporting Agency**—Agency providing suppression or other support and resource assistance to a Protecting Agency.

In consideration of the mutual commitments and conditions herein made, the Parties agree as follows:

Interagency Cooperation

1. (*insert name of Coordinating Group*) **Coordinating Group (xxxCG)**: provides coordination and recommendations for all interagency fire management activities in (*insert State(s)*). Membership, procedures, and guidelines will be agreed to and documented in the xxxCG Charter (Memorandum of Understanding and/or Standard Operating Procedures).
2. **National Incident Management System**: The Parties to this Agreement will operate under the concepts defined in the NIMS. In implementing these concepts, Parties to this

Agreement will be expected to follow the NWCG's minimum standards as defined in the *Wildland Fire Qualifications Systems Guide*, PMS-310. NWCG recognizes the ability of cooperating agencies at the local level to jointly define and accept each other's qualifications for initial attack, extended attack, fire operations, and prescribed fire. The NWCG minimum standards are NIMS compliant. The following NIMS concepts will be followed as they are implemented: Incident Command System (ICS), qualifications system, training system, the management of publications, and participating in the review, exchange and transfer of technology as appropriate for providing qualified resources, and for the management of incidents covered by this Agreement.

3. **Operating Plans:** Operating plans will be developed using Exhibit C, Operating Plan Outline, at the geographic, statewide, or sub-geographic area level, as appropriate, and will tier to this Agreement. Operating Plans may be written for more than one year, but should be reviewed annually, and will be subject to modifications, as warranted. No Operating Plan tiered to this Agreement should be written beyond the expiration date of this Agreement. The following operating plans are listed in descending order of precedence:
 - A. (*insert name*) Geographic Area Operating Plans (if applicable)
(*insert name*) Geographic Area Operating Plans will address issues affecting Geographic Area-wide cooperation. The Geographic Area Operating Plan will be approved by the signatory of state and federal xxxCG member agencies. The (*insert name*) Mobilization Guide will be incorporated by reference and be considered part of the Geographic Area Operating Plan.
 - B. Statewide Operating Plans
Statewide Operating Plans will address issues affecting statewide cooperation. The Statewide Operating Plans will be approved by the signatory state and federal xxxCG members.

The Statewide Mobilization Guides will be identified and considered part of the Statewide Operating Plans.
 - C. Sub-Geographic (Local) Area Operating Plans (if applicable)
Sub-geographic area operating plans will be developed that outline the details of this Agreement for sub-geographical areas. Unit Administrators will have the responsibility for developing and approving sub-geographic area operating plans. Unless superseded by the Geographic Area or Statewide Operating Plans, sub-geographic area operating plans will apply.
 - D. Project Plans (if applicable)
Project plans are developed for specific non-suppression, fire related projects or activities. (See related clause: Joint Projects and Project Plans).
4. **Interagency Dispatch Centers:** The Parties to this Agreement agree to maintain, support, and participate in Interagency Dispatch Centers, as appropriate.

Staffing, funding, and level of participation will be agreed to by the affected Parties to this Agreement and documented in geographic, statewide, or sub-geographic area operating plans and/or appropriate mobilization guides.

5. **(insert name) Coordination Center:** The Parties to this Agreement recognize the **(insert name)** Coordination Center in **(insert location)**, as the Geographic Area Coordination Center (GACC) for the **(insert name)** Geographic Area. The Parties to this Agreement will coordinate, mobilize and demobilize emergency management resources through the GACC as appropriate. Parties to this Agreement are not precluded from independent movement of their own resources.
6. **Interagency Resources:** Interagency funding, staffing, and utilization of resources and facilities will be pursued by the Parties to this Agreement whenever an interagency approach is appropriate and cost effective. Shared staffing and funding will be commensurate with each Parties use of resources, will be agreed to and documented in operating plans, and will be subject to the availability of appropriations.

To the extent practical, additional preparedness resource requests will be coordinated. The coordination process will be identified in the appropriate geographic, statewide, or sub-geographic area operating plan.
7. **State-to-State Response:** Should a state Party to this Agreement intend to utilize the assistance of the USFS to accept the reimbursement amounts expended for resources and services provided from another State, and have the Forest Service pay that amount to the State seeking reimbursement, that State shall agree to meet the associated reimbursement obligations and requirements, including any reasonable administrative fees, as agreed upon by the State and the Forest Service, and detailed in Exhibit D, Reimbursable Billings and Payments.
8. **Standards:** The Parties to this Agreement desire to achieve common standards within the Parties' best interest, recognizing differing agency missions and mandates. Each Party to this Agreement recognizes that other Parties' standards are reasonable, prudent, and acceptable. This clause does not affect the Jurisdictional Agency's land management standards.

Preparedness

1. **Protection Planning:** Annually, before **(insert date)**, sub-geographic area Unit Administrators will determine efficiencies to be gained from reciprocal assistance and acquisition of protection services. Operating plans will document decisions. Plans should be reviewed and agreement reached concerning such items as placement of crews, engines, air tankers, helicopters, fixed and aerial detection, regulated use, closures and other joint fire suppression efforts.
2. **Protection Areas and Boundaries:** Protection areas, as defined by boundaries, will be mapped and or described, and made a part of geographic, statewide, or sub-geographic area operating plans. Protection Areas may include lands under the jurisdiction of another agency as authorized by law.

3. **Methods of Fire Protection and Suppression:** One agency may provide fire protection services on lands under the jurisdiction of another, within their authority and as authorized by law. The following are different methods to provide those services:

- A. **Reciprocal (Mutual Aid) Fire Protection:** As deemed appropriate, the Agencies may, by agreement in Operating Plans, establish reciprocal initial attack zones for lands of intermingled or adjoining protection responsibility. Within such zones, a Supporting Agency will, upon request or voluntarily, take initial attack action in support of the Protecting Agency.

The Protecting Agency will not be required to reimburse the Supporting Agency for costs incurred following the initial dispatch of any ground resources to the fire for the duration of the mutual aid period. The length of the mutual aid period is usually 24 hours and will be documented in the Operating Plan.

- B. **Reimbursable (Cooperative) Fire Protection:** The Protecting Agency may request suppression resources of other Agencies for its protection work. Such resources shall be paid for by the Protecting Agency. See applicable item regarding Reimbursable Billings and Payments, Exhibit D.
- C. **Exchange (Offset) Fire Protection:** Agencies may exchange responsibility for fire protection for lands under their jurisdiction. The rate of exchange will be based upon comparable cost, acreage involved, complexity, and other factors, as appropriate, and mutually agreed to by the Agencies. Exchange zones will be documented in Operating Plans.

If an imbalance exists, the Protecting Agency with the surplus of acres will bill the Jurisdictional Agency for the difference on a per acre basis as computed under Contract or Fee Basis Protection. Imbalance means a deviation exceeding the range of variation agreed to between the Parties.

When a Protecting Agency takes suppression action on lands it protects for the Jurisdictional Agency, and the Jurisdictional Agency is requested to assist, the Protecting Agency will reimburse the Jurisdictional Agency for their assistance. The exception is if the Parties involved are federal wildland fire agencies. The National Interagency Agreement for Wildland Fire Management between the Department of the Interior wildland fire agencies and the USDA Forest Service provides that the Parties agree not to bill each other for suppression services.

- D. **Contract (Fee Basis) Fire Protection:** For an agreed upon fee, one Agency may assume fire protection responsibilities on lands under the jurisdiction of another Agency. The terms and conditions of such arrangements must be included in Operating Plans and carried out through an appropriate procurement document.
4. **Joint Projects and Project Plans:** The Parties to this Agreement may jointly conduct cooperative projects, within their authority and as authorized by law, to maintain or improve their fire management services and activities. These projects may involve such activities as prescribed fire/fuels management, preparedness, fire analysis/planning, rehabilitation, training, prevention, public affairs, and other beneficial efforts in support

of interagency fire management. Such projects will be documented in separate, local agreements, or other appropriate written documents, executed by the authorized signatories of the involved Parties. This may include a Supplemental Project Agreement, as in Exhibit I, or other written document.

5. **Fire Prevention:** The Parties to this Agreement agree to cooperate in the development and implementation of fire prevention programs. Unit Administrators will ensure that fire prevention goals and activities are planned at local levels and are addressed in the appropriate operating plans. Specific fire prevention plans should be developed by local interagency fire management personnel. The Parties to this Agreement may pool resources and each Party pay its own costs. Unit Administrators are encouraged to participate in local fire prevention cooperatives, organizations, or groups, where applicable.
6. **Public Use Restrictions:** Guidelines for implementing restrictions and closures shall be established by a separate MOU or Agreement, and/or in an Operating Plan.
7. **Burning Permits:** Burning permit procedures, where applicable, will be included in local operating plans. If authorized by state and federal law, federal employees or their agents may be granted authority by the states to issue burn permits when it is determined to be in their mutual interest.
8. **Prescribed Fire and Fuel Management:** The Parties to this Agreement agree to cooperate in the development and implementation of planned ignitions, prescribed fire and fuels management programs.

Any Party to this Agreement may provide assistance to another Party as requested and agreed to for the purposes of performing planned ignitions, prescribed fire or other fuels management work. Conditions of the assistance and details related to reimbursement will be agreed to and documented through the procurement or Joint Projects and Project Plans (as referenced in Joint Projects and Project Plans, Clause #21). Any instrument processed under this clause shall be in accordance with each Party's applicable laws, regulations, and policy requirements.

9. **Smoke Management:** Within their authorities, the Parties to this Agreement agree to cooperate in smoke management efforts for wildfires and prescribed fires. The need for air resource advisors is increasing and additional technical expertise may be available through State air quality and regulatory agencies. The state may facilitate the request and utilization of state air regulatory agencies as resource advisors during any wildfire and prescribed fire incident that could benefit from such additional technical expertise.

Operations

1. **Closest Forces Concept:** The guiding principle for dispatch of initial attack suppression resources is to use the closest available and appropriate resource regardless of which Party owns or controls the resources, and regardless of which Agency has protection responsibility or jurisdiction.

2. **Fire Notifications:** Each Party will promptly notify the appropriate Protecting Agency of fires burning on or threatening lands for which that agency has protection responsibility. Likewise, protecting Agencies will promptly inform jurisdictional agencies whenever they take action on fires for which the Protecting Agency is responsible. Fire reports will be sent to jurisdictional agencies within the timeframes established in the applicable Operating Plan, Agreement or Memorandum of Understanding.
3. **Boundary Line Fires:** A boundary line fire, as defined in Exhibit A, Glossary of Terms, will be the initial attack responsibility of the protecting agencies on either side of the boundary. Neither agency will assume the other Agency is aware of the fire or that the other agency will take action. Each agency will make every reasonable effort to communicate with the other concerning the fire. When protecting agencies have arrived at the site of the fire, the agencies will mutually agree to the designation of an Incident command organization.
4. **Independent Action:** Except as otherwise limited in geographic, statewide, or sub-geographic area operating plans, nothing herein shall prohibit any Party, on its own initiative, from going upon lands known to be protected by another Party to this Agreement to engage in suppression of wildfires, when such fires are a threat to lands under that Party's management or protection responsibility. In such instances, the Party taking action will promptly notify the Protecting Agency. Such actions will be commensurate with the land management considerations of the Jurisdictional Agency, and subject to the laws and regulations of the Jurisdictional Agency.
5. **Escaped Prescribed Fires:** Wildfires resulting from escaped prescribed fires that were ignited by, managed at the direction of, or under the supervision of one of the Parties to this Agreement shall be the responsibility of the Jurisdictional Agency. If the Parties to this Agreement jointly conduct or manage a prescribed fire, the responsibility for suppression costs, should it escape, shall be agreed upon and documented in the Project Plan. Unless otherwise agreed, all suppression costs and associated damages are the responsibility of the Jurisdictional Agency. The Parties to this Agreement will not hold each other responsible under this clause for escaped prescribed fires originating on private land, or on state or federal lands not protected by one of the Parties to this Agreement.
6. **Response to Wildland Fire:** All fire suppression action conducted by one Party on lands of another Party shall be consistent with the Jurisdictional Agency's fire management policy, preplanned objectives for the area in which the fire occurs, and the terms of this Agreement.

A Special Management Considerations section in the Operating Plan, addressing resources and other management concerns, will be used by Unit Administrators of the Agencies to identify areas of special management consideration, and to communicate appropriate fire management actions and any restrictions on firefighting tactical techniques to an Incident Commander.

Unless otherwise agreed, the Jurisdictional Agency will provide an Agency representative or appropriate environmental technical specialist to advise a Protecting Agency of any special management considerations that may influence suppression action. The Incident Commander will incorporate special management considerations into the incident planning process, subject to the delegation of authority.

Each Operating Plan must address how the entities will handle cost sharing for wildland fires that spread to another jurisdiction. Entities should recognize that, as in the, *Guidance for Implementation of Federal Wildland Fire Management Policy* (2009), a wildland fire may concurrently be managed for one or more objectives. Additionally, objectives can change as the fire spreads across the landscape, affected by changes in environmental conditions, human influence, and institutional factors. Simply stated, some portions of a wildland fire may receive a protection objective while other portions are managed for multiple objectives, and those portions and objectives might change at some time over the duration of the event. The intent should never be to allow a wildland fire to burn onto a jurisdiction that does not want it. All Parties should be involved in developing the strategy and tactics to be used in preventing the fire from crossing the jurisdictional boundary, and all Parties should be involved in developing mitigations that would be used if the fire crosses jurisdictional boundaries.

7. **Delegation of Authority:** Operating Plans will document procedures and criteria for Unit Administrators to specify direction, authority, and financial management guidelines to Incident Commanders.
8. **Preservation of Evidence:** As initial action is taken on a fire, the initial attack forces will preserve information and evidence pertaining to the origin and cause of the fire. Protecting and Jurisdictional Agencies shall render mutual assistance in the gathering of evidence to the fullest extent practicable. Affected Parties to this Agreement will meet to determine an appropriate investigation process.
9. **Stafford Act Response:** For Stafford Act Responses, procedures and requirements established in the NRF shall be utilized by Parties to this Agreement to authorize and accomplish any required response or support tasks. Any Party requesting support pursuant to a Stafford Act Response shall issue written instructions and funding limitations to any Party providing cooperation, resources or support. Mobilization activities will be accomplished utilizing established dispatch coordination concepts pursuant to the current *National Interagency Mobilization Guide*.

Use and Reimbursement of Interagency Fire Resources

1. **Appropriated Fund Limitation:** Nothing in this Agreement shall require the Parties to this Agreement to obligate or expend funds, or require the United States, the State of (insert State(s)), or the other Parties to this Agreement to enter into any contract or other obligation for the future payment of money in excess of or in advance of appropriated funds available for payment to meet the commitments of this Agreement and modifications thereto, except as specifically authorized by law.

2. **Length of Assignments:** Consideration must be given to the health and safety of personnel when assigned to fires. The Parties to this Agreement agree that Incident Commanders will release suppression resources to their primary responsibilities as soon as priorities allow. Incident Commanders shall adhere to work/rest policies specified within the *National Interagency Mobilization Guide*.
3. **Cost Share Agreement:** Whenever multiple jurisdictions are affected due to the location of a fire, it is mandatory to develop and implement a Cost Share Agreement (or Apportionment Process, if applicable). The Operating Plan must address how the Parties to this Agreement will handle cost sharing for wildland fires that spread to another jurisdiction. Acceptable forms of the cost share mix are limited to those listed in item #10 of Exhibit F, Cost Share Agreement. Except as otherwise provided by Clause 27, Independent Action) and 43, Billing Procedures, a cost share agreement will be approved by the responsible Unit Administrators (as defined in Exhibit A, Glossary of Terms) or their authorized representatives when the incident involves lands of more than one Protecting Agency (see Clause 26, Boundary Line Fires and Exhibit F, Cost Share Agreement).

A Cost Share Agreement that addresses temporary support functions or facilities may be developed to document cost sharing, especially at times of high fire danger or activity.

4. **Procurement:** At the time of the incident, the affected agencies will determine the appropriate procurement procedures that will be utilized.
5. **Licensing:** Drivers and equipment operators will hold appropriate operating licenses to meet state and federal laws and employing agency regulations and policies. Employees of the Parties to this Agreement may operate each other's vehicles provided the operator is qualified by the current operating guidelines and training requirements of their own Agency. Driving and operating equipment will be for official purposes only.
6. **Text Messaging While Driving:** In accordance with Executive Order (EO) 13513, Federal Leadership on Reducing Text Messaging While Driving, any and all text messaging by federal employees is banned: a) while driving a government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official government business; or b) using any electronic equipment supplied by the government when driving any vehicle at any time. All cooperators, their employees, volunteers, or contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles or GOVs when driving while on official government business or when performing any work for or on behalf of the government.
7. **Training:** The Parties to this Agreement will cooperate to assure that training needs are provided that will produce safe and effective fire management and aviation programs. The intent is to champion high quality training, to minimize training costs by sharing resources, and to standardize training.
8. **Communication Systems and Facilities Access:** The Parties to this Agreement may mutually agree to allow one another the use of communications systems such as radio frequencies, computer system access, data transmission lines, and communication sites

when there is a mutual benefit to the Parties to this Agreement. Such arrangement shall be approved only by Agency authorized personnel and in accordance with agency laws, regulations and policies governing security of systems and facilities.

9. **Fire Weather Systems:** The Parties to this Agreement will cooperate in the gathering, processing, and use of fire weather data, including the purchase of compatible sensing systems and the joint use of computer software. All such use shall be in accordance with applicable Federal, State, and local laws, software and other applicable licenses. The Parties to this Agreement will jointly evaluate and agree to any deletions or additions to the system. The common and agreed upon fire danger rating system for the (*insert name*) Geographic Area is (*insert name, such as National Fire Danger Rating System (NFDRS)*).

The Parties to this Agreement agree to cooperate and coordinate the utilization of Incident Meteorologist (IMET) services to support responses to wildfires, as described within the Interagency Agreement for Meteorological and other technical services (IMET Agreement) between the National Weather Service (NWS) and the federal wildland fire agencies. The Parties shall follow the provisions described in the IMET Agreement, along with the procedures detailed within the Operating Plan for this Agreement.

10. **Aviation Operations:** The Parties to this Agreement agree to cooperate in the use of aviation resources to foster effective and efficient use of aircraft and personnel. (Refer to the (*insert name*) Geographic Area Operating Plan for specific direction in the use of aircraft.)
11. **Billing Procedures:** The Parties agree to follow the policies and procedures detailed in Exhibit D, Reimbursable Billings and Payments.
12. **Cost Recovery:** Authority to recover suppression costs and damages from those responsible for causing a fire varies depending on contracts, agreements, permits and applicable laws. As soon as possible after a fire, the Authorized Representatives of affected Parties will attempt to reach mutual agreement on the strategy that will be used to recover suppression costs and damages from the individuals responsible for such costs and damages. If possible, all costs should be determined prior to the initiation of cost recovery efforts. Such strategy may alter interagency billing procedures, timing and content as otherwise provided in this Agreement. As authorized by law, any Party may independently pursue civil actions against individuals to recover suppression costs and damages, though adequate notice should be provided the other Parties to the Agreement. In those cases where costs have been recovered from an individual, reimbursement of initial attack, as well as suppression costs to the extent included in the recovery, will be made to the Party taking reciprocal action, as authorized by law.
13. **Stafford Act Use and Reimbursement:** The use and reimbursement for resources when responding under the Stafford Act shall be governed by the provisions contained in Exhibit H, Use and Reimbursement for Stafford Act Shared Resources.

General Provisions

1. **Personnel Policy:** Employees of the Parties to this Agreement shall be subject to the personnel rules, laws and regulations of their respective agencies, unless they are employed temporarily by another Party to this Agreement and the authority under which such temporary employment is authorized provides that such employees shall be subject to the employing Party's personnel laws and regulations.
2. **Supplemental Fire Department Resources:** There are situations when additional support personnel are necessary for national mobilization and the need can be filled by supplemental personnel available to the fire district. When this situation arises resources will be mobilized via the process outlined in Exhibit G, Supplemental Project Agreement Template.
3. **Mutual Sharing of Information:** Subject to applicable state and federal rules and regulations, including the Privacy Act, Parties to this Agreement may furnish to each other, or otherwise make available upon request, such as maps, documents, GIS data, instructions, records, and reports including, but not limited to: fire reports, employment records, and investigation reports as either Party considers necessary in connection with the Agreement.
4. **Freedom of Information Act:** Public access to grant or agreement records must not be limited, except when such records must be kept confidential and would be exempted from disclosure pursuant to Freedom of Information Regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 215.36

Public access to culturally sensitive data and information and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2008 Farm Bill).
5. **Record Retention:** All records related to this Agreement should be retained by the Parties in accordance with Agency regulations and policies, but no less than three years from the date that all Agreement projects have been completed, or (*xx date*), whichever is later. If any litigation, claim, negotiation, audit or other action involving the records has been started by a Party to the Agreement, that Party should provide notification to any other Party to the Agreement of the need to retain records until the litigation, claim, negotiation, audit or other action is resolved.
6. **Accident Investigations:** When an accident occurs involving the equipment or personnel of a Supporting Agency, the Protecting Agency shall immediately notify the jurisdictional and supporting agencies. As soon as practical, the Protecting Agency shall initiate an investigation of the accident. The investigation shall be conducted by a team of representatives from the affected agencies, as appropriate. As appropriate, the Parties agree that the Protecting Agency will provide notification of the accident to the National Transportation Safety Board, or the Occupational Safety and Health Administration and other appropriate Agencies.

7. **Purchaser, Contractor, Operator, Permittee, Etc., Fires:** The Protecting Agency will notify the Jurisdictional Agency of any fire suspected to have been caused by a purchaser, contractor, operator or permittee, etc., of the Jurisdictional Agency as soon as it becomes aware of the situation. The Protecting Agency will be responsible for management of the fire under the provisions of this Agreement. Parties to the Agreement will meet and confer to determine a cost recovery process as outlined in Cost Recovery Clause.
8. **Waiver of Claims:** Parties to the Agreement shall each be responsible for their own losses arising out of the performance of this Agreement, and each Party hereby waives any claim against any other Party for loss or damage of its property and/or personal injury or death of its employees or agents occurring as a consequence of the performance of this Agreement; provided, this provision shall not relieve any Party from responsibility for claims from third Parties for losses for which the Party is otherwise legally liable. This waiver does not extend to ordinary expenses incurred as part of the cost of the fire (gloves, fusees, hose, etc.). This provision pertains to claims between the respective state and federal agencies and does not pertain to claims advanced by third Parties.

Claims requesting compensation for property loss or damage, personal injury, or death resulting from the negligence or other wrongful acts of employees performing under this Agreement will be received by the Jurisdictional Agency and forwarded to the hiring, or home agency of the allegedly negligent employee for processing.

Employee claims for loss of or damage to personal property must be submitted to the Jurisdictional Agency and then forwarded to the hiring, or home agency of the employee for processing in accordance with the hiring agency's administrative procedures.

9. **Equipment, Supplies, and Cache Items:** The Parties recognize that wildland fire suppression will often involve the use of equipment, supplies, and cache items. Equipment, supplies, and cache items checked out (such as pumps, hoses, nozzles, etc.), or supplied by one Party and received by another Party, shall become the responsibility of the receiving/supporting Party. Equipment, supplies and cache items shall be returned in the same condition as when received, reasonable wear and tear excepted. Notwithstanding the general Waiver of Claims Clause, Parties agree that the receiving/supporting Party shall replace or reimburse for damage in excess of reasonable wear and tear, and shall replace or reimburse items lost or destroyed, except for damage occurring as a result of negligence by the receiving/supporting Party. The receiving/supporting Party will replace or reimburse for items lost, destroyed, or expended with items of like or similar standard from the fire cache or supply unit on the incident, or via an authorization for replacement using a unique request number. Insurance or other reimbursement options should be pursued, if such options are available, prior to replacement or reimbursement for lost, stolen or destroyed items.
10. **Transported Equipment:** Equipment transported or operated by Supporting Agency personnel in transit to or from an incident is considered under the control of the Supporting Agency. When arrangements are made with a transportation service

provider to deliver equipment, the Party making arrangements for the transportation should ensure that the transportation service provider will be responsible for all loss and damage to equipment or supplies consigned on the bill of lading.

11. **Authorized Representatives:** By signature below, all signatories to this Agreement certify that the individuals (Agency Representative, Agency Administrator, Unit Administrator) listed in this document are authorized to act in their respective areas for matters related to this Agreement.

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 0596-0242. The time required to complete this information collection is estimated between 4 to 24 hours 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.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the last date written below

USDOI FISH AND WILDLIFE SERVICE
(insert) REGION

USDOI NATIONAL PARK SERVICE
(insert) REGION

Regional Director
Date: _____

Regional Director
Date: _____

Contracting Officer FWS-19072

Contracting Officer

Date: _____

Date: _____

USDOI BUREAU OF LAND MANAGEMENT
(insert) STATE OFFICE

USDOI BUREAU OF INDIAN AFFAIRS
(insert) REGION

State Director
Date: _____

State Director
Date: _____

Contracting Officer
Date: _____

Contracting Officer
Date: _____

USDOI FISH AND WILDLIFE SERVICE
(insert) REGION

Regional Director
Date: _____

Contracting Officer FWS-19072

Date: _____

STATE OF *(insert)*
Department of Forestry

State Forester
Date: _____

Agreements Coordinator
Date: _____
(insert agency name)
(insert Office/Division/Bureau)

(insert title)

Date: _____

USDOI NATIONAL PARK SERVICE
(insert) REGION

Regional Director
Date: _____

Contracting Officer

Date: _____

USDA FOREST SERVICE
(insert) REGION

Regional Forester
Date: _____

Agreements Specialist
Date: _____
(insert agency name)
(insert Office/Division/Bureau)

(insert title)

Date: _____

Exhibit A. Glossary

GLOSSARY

Agencies: Governmental agencies that have direct fire management or land management responsibilities or that have programs and activities that support fire management activities.

Agency: A division of government with a specific function offering a particular kind of assistance. In ICS, agencies are defined either as jurisdictional (having statutory responsibility for incident management) or as assisting or cooperating (providing resources or other assistance).

Agency Administrator: The official responsible for the management of a geographic unit or functional area.

Agency Representative: A person assigned by a primary, assisting, or cooperating federal, state, local, or tribal government agency or private entity that has been delegated authority to make decisions affecting that agency's or organization's participation in incident management activities following appropriate consultation with the leadership of that agency.

Area: The lands in a described geographic area that are managed and/or protected by the Parties within this Agreement.

Area Command (Unified Area Command): An organization established (1) to oversee the management of multiple incidents that are each being handled by an ICS organization or (2) to oversee the management of large or multiple incidents to which several Incident Management Teams have been assigned. Area Command has the responsibility to set overall strategy and priorities, allocate critical resources according to priorities, ensure that incidents are properly managed, and ensure that objectives are met and strategies followed. Area Command becomes Unified Area Command when incidents are multi-jurisdictional. Area Command may be established at an Emergency Operations Center (EOC) facility or at some location other than an ICP.

Boundary Line Fire: Fire occurrences on lands of intermingled and/or adjoining protection responsibilities.

Closest Forces Concept: Dispatch of the closest available initial attack suppression resources regardless of which agency owns or controls them, and regardless of which agency has protection responsibility.

Confine: Restrict the wildfire within determined boundaries, established either prior to, or during the fire. These identified boundaries will restrict the fire, with no action being taken to put the fire out.

Contain: Restrict a wildfire to a defined area, using a combination of natural and constructed barriers that will stop the spread of the fire under the prevailing and forecasted weather conditions, until out.

Control: Aggressively fight a wildfire through the skillful use of personnel, equipment, and aircraft to establish firelines around a fire to halt the spread and to extinguish all hotspots, until out.

Controlled Burn: Synonymous with **Prescribed Fire**.

Cost Share Agreement: A document prepared to distribute costs on a multi-jurisdictional incident (see Exhibit F, Cost Share Agreement Template).

Direct Costs: Direct costs are those items of expense specifically identified with the delivery or completion of a project or program. Examples include, but are not limited to, personnel costs (salary and fringe benefits), equipment costs, travel, materials, supplies, and contracts.

Direct Protection Area: That area which, by law or identified or authorized pursuant to the terms of this Agreement, is provided protection by the Parties. This may include land protected under exchange or payment for protection.

Disaster: See **Major Disaster**.

Emergency: As defined by the Stafford Act, an emergency is, “any occasion or instance for which, in the determination of the President, Federal assistance is needed to supplement State and local efforts and capabilities to save lives and to protect property and public health and safety, or to lessen or avert the threat of a catastrophe in any part of the United States.”

Emergency Support Function (ESF): Used by the Federal Government and many State governments as the primary mechanism at the operational level to organize and provide assistance. ESFs align categories of resources and provide strategic objectives for their use. ESFs utilize standardized resource management concepts such as typing, inventorying, and tracking to facilitate the dispatch, deployment, and recovery of resources before, during, and after an incident.

Escaped Prescribed Fire: a prescribed fire that has exceeded or is expected to exceed prescription parameters or otherwise meets the criteria for conversion to wildfire. The criteria are specified in, *Interagency Prescribed Fire – Planning and Implementation Procedures Reference Guide*.

ESF Primary Agency: A Federal Agency with significant authorities, roles, resources, or capabilities for a particular function within an Emergency Support Function of the NRF. A Federal Agency designated as an ESF primary agency serves as a Federal Executive Agent under

the Federal Coordinating Officer (or Federal Resource Coordinator for non-Stafford Act incidents) to accomplish the ESF mission.

Extended Attack: Actions taken on a wildfire that has exceeded the initial response.

Federal: Of or pertaining to the Federal Government of the United States of America.

Fee Basis Acquisition of Services: One agency provides fire management services on the lands under the jurisdiction of another and payment is provided for the service. For a given fee, one agency can become the Protecting Agency for the other. The fee (or cost) is the price for the work agreed to be performed on each acre of land.

Fire Management Activities and/or Services: Any or all activities that relate to managing fire or fuels on lands under the jurisdiction of any agency to this Agreement. Activities include, but are not limited to: suppression, prescribed fire/fuels management, fire analysis/planning, rehabilitation, training, prevention, public affairs, post-fire rehabilitation, and restoration activities in fire management.

Geographic Area Coordination Center (GACC): The physical location of an interagency, regional operation center for the effective coordination, mobilization and demobilization of emergency management resources.

Geographic Area Coordinating Group (GACG): Interagency, regional fire management bodies.

Hazard: Something that is potentially dangerous or harmful, often the root cause of an unwanted outcome.

Hazard Mitigation: Any cost effective measure which will reduce the potential for damage to a facility from a disaster event.

Hazardous Material: For the purposes of ESF #1, hazardous material is a substance or material, including a hazardous substance, that has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce, and which has been so designated (see 49 CFR 171.8). For the purposes of ESF #10 and the Oil and Hazardous Materials Incident Annex, the term is intended to include hazardous substances, pollutants, and contaminants as defined within the National Oil and Hazardous Substances Contingency Plan, known as the National Contingency Plan (NCP). See 40 C.F.R. Part 400 for additional information.

Incident Command System (ICS): A standardized, on-scene emergency management construct specifically designed to provide for the adoption of an integrated organizational structure that reflects the complexity and demands of single or multiple incidents, without being hindered by jurisdictional boundaries. ICS is the combination of facilities, equipment, personnel, procedures,

and communications operating with a common organizational structure, designed to aid in the management of resources during incidents. ICS is used for all kinds of emergencies and is applicable to small as well as large and complex incidents. ICS is used by various jurisdictions and functional agencies, both public and private, or organized field-level incident management operations.

Incident Commander (IC): The individual responsible for all incident activities, including the development of strategies and tactics and the ordering and release of resources. The IC has overall authority and responsibility for managing and conducting incident operations.

Incident Management Team (IMT): The IC and appropriate Command and General Staff personnel assigned to an incident.

Indirect Costs: Indirect costs are those items of expense incurred as part of general management and administrative support of an organization. These costs are not attributable to a specific project, program or output, but are distributed among many benefiting activities. Often they are proposed as a percentage of direct project costs and are referred to as administrative costs, overhead, or burden. Examples may include office space, computer equipment, postage, utilities, salaries for administrative activities, such as procurement, personnel, accounting, and so forth.

Infrastructure: The manmade physical systems, assets, projects, and structures, publicly and/or privately owned, that are used by or provide benefit to the public. Examples of infrastructure include utilities, bridges, levees, drinking water systems, electrical systems, communications systems, dams, sewage systems, and roads.

Initial Attack Zone: An identified area in which predetermined resources would normally be the initial resource to respond to an incident.

Jurisdictional Agency: The agency having land and resource management responsibility for a specific geographical or functional area as provided by federal, state or local law.

Initial Action: The actions taken by the first resources to arrive at a wildfire.

Initial Attack: The first aggressive response to a wildland fire based on values to be protected, benefits of response, and reasonable cost of response.

In-Kind Donations: Donations other than cash (usually materials or professional services) for disaster survivors.

Interagency: Coordination, collaboration, communication among cooperating agencies.

Land/Resource Management Plan (L/RMP): A document prepared with public participation and approved by an agency administrator that provides general guidance and direction for land and resource management activities for an administrative area. The L/RMP identifies the need for fire's role in a particular area and for a specific benefit. The objectives in the L/RMP provide the basis for the development of fire management objectives and the fire management program in the designated area.

Major Disaster: As defined by the Stafford Act, any natural catastrophe (including any hurricane, tornado, storm, high water, wind-driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, or drought) or, regardless of cause, any fire, flood, or explosion, in any part of the United States, which in the determination of the President causes damage of sufficient severity and magnitude to warrant major disaster assistance under this act to supplement the efforts and available resources of States, local governments, and disaster relief organizations in alleviating the damage, loss, hardship, or suffering caused thereby.

Mission Assignment: The mechanism used to support federal operations in a Stafford Act major disaster or emergency declaration. It orders immediate, short-term emergency response assistance when an applicable State or local government is overwhelmed by the event and lacks the capability to perform, or contract for, the necessary work.

Mitigation: Activities designed to reduce or eliminate risks to persons or property or to lessen the actual or potential effects or consequences of an incident. Mitigation measures may be implemented prior to, during, or after an incident. Mitigation measures are often developed in accordance with lessons learned from prior incidents. Mitigation involves ongoing actions to reduce exposure to, probability of, or potential loss from hazards. Measures may include zoning and building codes, floodplain buyouts, and analysis of hazard-related data to determine where it is safe to build or locate temporary facilities. Mitigation can include efforts to educate governments, businesses, and the public on measures they can take to reduce loss and injury.

Mobilization: The process and procedures used by all organizations—federal, state, local, and tribal—for activating, assembling, and transporting all resources that have been requested to respond to or support an incident.

National: Of a nationwide character, including the federal, state, local, and tribal aspects of governance and policy.

National Incident Management System (NIMS): The NIMS provides a systematic, proactive approach to guide departments and agencies at all levels of government, nongovernmental organizations, and the private-sector to work seamlessly to prevent, protect against, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location, or complexity, in order to reduce the loss of life and property and harm to the environment. NIMS works hand in hand with the NRF. NIMS provides the template for the management of

incidents, while the NRF provides the structure and mechanisms for national-level policy for incident management.

National Response Framework (NRF): The NRF guides how the nation conducts all-hazards response. The Framework documents the key response principles, roles, and structures that organize national response. It describes how communities, States, the Federal Government, and private-sector and nongovernmental partners apply these principles for a coordinated, effective national response. And it describes special circumstances where the Federal Government exercises a larger role, including incidents where federal interests are involved and catastrophic incidents where a State would require significant support. It allows first responders, decision makers, and supporting entities to provide a unified national response.

NWCG: National Wildfire Coordinating Group; the NWCG is an interagency, intergovernmental body that establishes operational fire management standards and procedures such as qualification and certification protocols, allocation or resources protocols, equipment standards, training programs.

Offset: Exchange of fire protection services in specific locations that is anticipated to be of approximately equal value between agencies.

Operating Plan: A document reviewed annually, updated as necessary, and authorized by the appropriate officials for implementing the Cooperative Wildland Fire Management and Stafford Act Response Agreement in their respective areas of responsibilities.

Party: An entity that is signatory to this Agreement.

Planned Ignition: The intentional initiation of a wildland fire by management actions to meet specific objectives.

Preparedness: Activities that lead to a safe, efficient, and cost effective fire management program in support of land and resource management objectives through appropriate planning and coordination.

Prescribed Fire: Any fire intentionally ignited by management actions in accordance with applicable laws, policies, and regulations to meet specific objectives.

Prevention: Activities directed at reducing the incidence of fires, including public education, law enforcement, personal contact and reduction of fuel hazards (fuels management).

Procurement Documents: Agency specific documents for acquisition of goods or services that include financial obligation.

Protecting Agency: Agency responsible for providing direct incident management within a specific geographical area pursuant to its jurisdictional responsibility or as specified and provided by contract, cooperative agreement, etc.

Protection: The actions taken to mitigate the adverse effects of fire on environmental, social, political, economic, and community values at risk.

Protection Area: That area for which a particular fire protection organization has the primary responsibility for attacking an uncontrolled fire and for directing the suppression actions.

Protection Boundaries: The exterior perimeter of an area within which a specified fire agency has assumed a degree of responsibility for wildland fire control. It may include land in addition to that for which the agency has jurisdiction or contractual responsibility.

Reciprocal Fire Protection: The act of helping a neighboring Protecting Agency through written agreement for mutual aid in furnishing fire protection, which includes personal services and equipment required for fire prevention, the protection of life and property from fire, and firefighting. Reciprocity is attained by agreeing among agencies regarding the kind, location and numbers of firefighting resources which will automatically be made available as part of the initial response to a wildfire, regardless of the Protecting Agency. The kind, locations, and numbers of resources which constitute reciprocity are defined in or through local operating plans.

Reconciliation Process: The process for tracking incidents for all Parties to this Agreement for the purpose of issuing one annual billing for each paying Party.

Recovery: The development, coordination, and execution of service- and site-restoration plans for impacted communities and the reconstitution of government operations and services through individual, private-sector, nongovernmental, and public assistance programs that: identify needs and define resources; provide housing and promote restoration; address long-term care and treatment of affected persons; implement additional measures for community restoration; incorporate mitigation measures and techniques, as feasible; evaluate the incident to identify lessons learned; and develop initiatives to mitigate the effects of future incidents.

Reimbursable Costs: All costs associated with operations and support ordered on a resource order or under a Joint Project or Project Plan by or for an incident or project within the provisions of this Agreement.

Resources: Personnel and major items of equipment, supplies, and facilities available for assignment to incident operations and for which status is maintained. Resources are described by kind and type and may be used in operational support or supervisory capacities at an incident or at an EOC.

Response: Activities that address the short-term, direct effects of an incident. Response

includes immediate actions to save lives, protect property, and meet basic human needs. Response also includes the execution of emergency operations plans and of incident mitigation activities designed to limit the loss of life, personal injury, property damage, and other unfavorable outcomes.

As indicated by the situation, response activities include: applying intelligence and other information to lessen the effects or consequences of an incident; increased security operations; continuing investigations into the nature and source of the threat; ongoing public health and agricultural surveillance and testing processes; immunizations, isolation, or quarantine; and specific law enforcement operations aimed at preempting, interdicting, or disrupting illegal activity, and apprehending actual perpetrators and bringing them to justice.

Response to Wildland Fire: The mobilization of the necessary services and responders to a fire based on ecological, social, and legal consequences, the circumstances under which a fire occurs, and the likely consequences on firefighter and public safety and welfare, natural and cultural resources, and values to be protected.

Severity Funding: Suppression funds used to increase the level of pre-suppression capability and fire preparedness when predicted or actual burning conditions exceed those normally expected, due to severe weather conditions.

Stafford Act Response: the mobilization of the necessary services and resources to a request from FEMA under the provisions of the Stafford Act and based on the procedures and requirements established in the NRF.

State: Any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, and any possession of the United States. (As defined in section 2(14) of the Homeland Security Act of 2002, Public Law 107-296, 116 Stat. 2135, et seq. (2002).)

Strategic: Strategic elements of incident management are characterized by continuous, long-term, high-level planning by organizations headed by elected or other senior officials. These elements involve the adoption of long-range goals and objectives, the setting of priorities, the establishment of budgets and other fiscal decisions, policy development, and the application of measures of performance or effectiveness.

Sub-Object Class Code: Detailed codes used by the Federal Government to record its financial transactions according to the nature of services provided or received when obligations are first incurred.

Supplemental Fire Department Resources: Overhead tied to a local fire department generally by agreement who are mobilized primarily for response to incidents/wildland fires outside of their district or mutual aid zone. They are not a permanent part of the local fire organization and are not required to attend scheduled training, meetings, etc. of the department staff.

Supporting Agency: An agency providing suppression or other support and resource assistance to a Protecting Agency.

Suppression: Management action to extinguish a fire or confine fire spread beginning with its discovery.

Threat: An indication of possible harm, or danger.

Tribe: Any Indian tribe, band, nation, or other organized group or community, including any Alaskan Native Village as defined in or established pursuant to the Alaskan Native Claims Settlement Act (85 Stat. 688) [43 U.S.C.A. and 1601 et seq.], that is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians.

Unified Command: An application of ICS used when there is more than one agency with incident jurisdiction or when incidents cross political jurisdictions. Agencies work together through the designated members of the Unified Command to establish their designated Incident Commanders at a single Incident Command Post and to establish a common set of objectives and strategies and a single Incident Action Plan.

Unit Administrator (Line Officer): The individual assigned administrative responsibilities for an established organizational unit, such as Forest Supervisors or District Rangers for the Forest Service, District Manager for the Bureau of Land Management, Area Forester, District Forester, or State Forester as designated for the State Forest Service, Agency Superintendent for the Bureau of Indian Affairs, Park Superintendent for the National Park Service, and Refuge Manager (Project Leader) for Fish and Wildlife Service. May also include managers for a Tribe, state, county or local government entity.

United States: The term “United States”, when used in a geographic sense, means any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, any possession of the United States, and any waters within the jurisdiction of the United States. (As defined in section 2(16) of the Homeland Security Act of 2002, Public Law 107-296, 116 Stat. 2135, et seq. (2002).)

Unplanned Ignition: The initiation of a wildland fire that was unplanned, regardless of cause.

Wildfire: An unplanned, unwanted wildland fire including unauthorized human-caused fires, escaped wildland fire use events, escaped prescribed fire projects, and all other wildland fires where the objective is to put the fire out.

Wildland Fire: Any non-structure fire that occurs in vegetation or natural fuels. Wildland fire includes prescribed fire and wildfire.

Wildland Urban Interface (WUI): The line, area, or zone where structures and other human development meet or intermingle with undeveloped wildland or vegetation fuels.

Exhibit B. Principal Contacts

PRINCIPAL CONTACTS. The Principal Contacts for this instrument are as follows. These points of contact will review this instrument at least annually.

Bureau of Indian Affairs
Phone:
FAX:
Email:

Bureau of Land Management
Phone:
FAX:
Email:

Bureau of Reclamation
Phone:
FAX:
Email:

Forest Service
Phone:
FAX:
Email:

National Park Service
Phone:
FAX:
Email:

State/Tribe (Insert Name)
Phone:
FAX:
Email:

U.S. Fish and Wildlife Service
Phone:
FAX:
Email:

Agency Doc ID No. (as
applicable)

Exhibit C. Operating Plan Template

Operating Plan Template Between

(List Each Party to this Operating Plan)

This Operating Plan is hereby made and entered into by and between the Parties pursuant to the Master Cooperative Wildland Fire Management and Stafford Act Response Agreement (Agreement) signed and dated _____. This Operating Plan, inclusive of any referenced attachments or Exhibits, is tiered to the Agreement. A formal modification to the Agreement is unnecessary, but shall not contradict the Agreement.

All portions of this Operating Plan should be addressed. State if any item is not applicable, but do not remove the item. To facilitate review of this Operating Plan, do not change the format or delete sections. Items may be added as necessary to each of the sections.

PURPOSE

This is a (insert Geographic Area, Statewide or Sub-Geographic Area) Operating Plan applicable to all signatory Parties within (insert Geographic Area Name or the State of XXX, or Sub-Geographic Area Name). Its purpose is to address (geographic, statewide, or local) issues affecting cooperation, interagency working relationships and protocols, financial arrangements, sharing of resources, and joint activities/projects. The XXXX Mobilization Guide is considered part of this Operating Plan.

Recitals

Stafford Act responses and related NRF activities will be accomplished utilizing established dispatch coordination concepts. Situation and damage assessment information will be transmitted through established fire suppression intelligence channels. Jurisdictional Agencies are responsible for all planning documents, i.e. land use, resource and fire management plans and decision support documents, for a unit's wildland fire and fuels management program.

Protecting Agencies implement the actions documented and directed by the appropriate planning documents and decision support documents for initial and extended attack on wildfire incidents. They provide the supervision and support including operational oversight, direction and logistical support to IMTs.

Interagency Cooperation

1. **Interagency Dispatch Centers:** At a minimum, address within this plan (or provide reference to) the following components:
 - A. Purpose and Overview
 - B. Administrative Oversight/Structure
 - i. Executive Board
 - ii. Operations Group

- C. Dispatch Organization
 - i. Staffing
- D. Roles and Responsibilities
 - i. Center Manager
 - ii. Assistant Center Manager(s)
 - iii. Others (as applicable)
- E. Dispatch Services
 - i. Initial and Extended Attack
 - ii. Mobilization, Demobilization and Support
 - iii. Aviation
 - iv. Prescribed Fire (if applicable)
 - v. All Hazard (law Enforcement, Natural Disaster, etc, as appropriate)
- F. Funding
 - i. Cost Sharing between participating agencies for the operations and maintenance of the dispatch center
 - ii. Financial plan (attach as Appendix)

Interagency Resources:

- Identify funding and staffing of joint resources and facilities commensurate with each Agency's use.
 - Identify the process by which additional preparedness resources requests will be coordinated.
 - If applicable, cite the operating plan for management of IMTs and where it is available.
 - Supplemental Fire Department Resources (if applicable).
2. **Standards:** Reference common standards; reference direction for land management and aircraft use.
 3. **Supplemental Fire Department Resources:** (if none are to be utilized, indicate this is N/A)
 - Identify any Supplemental Fire Department Resources that may be mobilized
 - Identify hourly compensation rates for any Supplemental Fire Department Resources, as instructed in "Rate Determination" clause of Exhibit G.
 4. (insert other items, as applicable)

Preparedness

1. **Protection Planning:** Determine efficiencies and document decisions regarding acquisition of protection services and reciprocal assistance. Identify placement of crews, engines, air tankers, helicopters, fixed and aerial detection, regulated use, closures, and other joint fire control efforts.
2. **Protection Areas and Boundaries:** Identify areas (map and/or describe).

3. **Methods of Fire Protection and Suppression:**

- Reciprocal (Mutual Aid) Fire Assistance: Document reciprocal initial attack zones. Document the length of the mutual aid period, normally 24 hours.
- Acquisition of Services: Identify areas for reimbursable (cooperative), exchange (offset) or contract (fee basis) fire protection services. Method used to establish fee or rate of exchange. Terms and conditions. Work to be done by Protecting Agency and its responsibilities.

4. **Joint Projects and Project Plans:** List or reference joint cooperative projects.

These projects may involve such activities as prescribed fire/fuels management, preparedness, fire analysis/planning, rehabilitation, training, prevention, public affairs, and other beneficial efforts in support of interagency fire management. Implementation of such projects will require a separate, local agreement, or other appropriate written document, executed by the authorized signatories of the involved Parties. This may include a Supplemental Project Agreement, as in Exhibit I or other written document.

5. **Fire Prevention:** Identify goals, activities, resources available, and opportunities for cost sharing.
6. **Public Use Restrictions:** Include implementation procedures or incorporate by reference the document containing those procedures. For example, the NW Operating Plan states "Guidelines for Coordinated Public Use Restrictions Memorandum of Understanding, NFS 92-06-52-51, May 1992, is incorporated by reference".
7. **Burning Permits:** Document procedures where applicable, which may include burning permits, fire restrictions and burn bans.
8. **Prescribed Fire (Planned Ignitions) and Fuels Management:** Identify planned projects.
9. **Smoke Management:** Local considerations; use of Air Resource Advisors.
10. (insert other items, as applicable, or remove this line).

Operations

11. **Fire Notifications:**

- Specify notification procedures and timelines.
- Establish timeframes when final Fire Reports will be sent to jurisdictional agencies.
- Describe the level of communication required with neighboring jurisdictions regarding the management of all wildland fires, especially those with multiple objectives.

12. **Boundary Line Fires:** Specify notification procedures.

13. **Independent Action on Lands Protected by Another Agency:** Discuss any special land management considerations that affect independent action initial attack. Describe areas, if any, where there are exceptions to this clause and state reasons.

14. Response to Wildland Fire:

Special Management Considerations:

- Identify areas where there are resource and other management concerns, i.e. special management considerations, appropriate fire management actions, any restrictions in firefighting tactical techniques, etc. (*Note: This information could be incorporated by reference to a land or resource management plan.*)
- Identify any tactical strategies that may need to be considered in order to limit the potential for increased damage to private and public property, infrastructure investments or critical habitat, when it is necessary to limit the use of aerially delivered fire retardant in certain locations, such as the WUI or in an aerial retardant avoidance area.
- Jurisdictional agencies, which may include state and private lands, should identify the conditions under which wildland fire may be managed to achieve benefit, and the information or criteria that will be used to make that determination (e.g., critical habitat, hazardous fuels and land management planning documents) *Note: This information could be incorporated by reference to a land or resource management plan.*
- Identify how suppression costs related to special management considerations will be allocated.

15. **Decision Process:** Identify the process by which the Parties will develop and document decisions regarding suppression strategies and tactical actions that are cost efficient and consider loss and benefit to land, values at risk, resource, social and political values, and existing legal statutes.

16. **Cooperation:** Identify how to involve all Parties in developing the strategy and tactics to be used in preventing unwanted wildland fire from crossing the jurisdictional boundary, and how all Parties will be involved in developing mitigations which would be used if a wildland fire does cross jurisdictional boundaries.

17. **Communication:** Describe the level of communication required with neighboring jurisdictions regarding the management of all wildland fires, especially those with multiple objectives. Communications should occur prior to fire seasons and during the early stages of wildland fires. Agencies managing fires, especially those with multiple objectives, should consider: firefighter and public safety, predicted weather conditions, resource drawdown, proximity to values at risk, smoke, current and anticipated fire activity and time of season. Neighboring jurisdictions should provide prompt notification to agencies when concerns exist about fires that are managed strategically and have the potential to impact adjacent jurisdictions.

18. **Cost efficiency:** Jurisdictions will identify conditions under which cost efficiency may dictate where suppression strategies and tactical actions are taken (i.e., it may be more

cost effective to put the containment line along an open grassland than along a mid-slope in timber). Points to consider include loss and benefit to land, values at risk, resource, social and political values, and existing legal statutes.

19. **Delegation of Authority:** Describe procedures and criteria to specify direction, authority and financial management guidelines that local Unit Administrators will use to inform Incident Commanders.
20. **Preservation of Evidence:** Evidence will be preserved in accordance with applicable Agency regulations and policies.
21. (insert other items, as applicable, or remove this line).

Use and Reimbursement of Interagency Fire Resources

1. **Cost Share Agreement (Cost Share Methodologies)** Describe how costs will be shared when a fire spreads into another jurisdiction. The type of cost share methodology utilized will vary according to a great variety of environmental, resource, tactical, political, and other considerations. The following factors should be discussed in order to clarify how such factors will influence the ultimate selection of a cost share methodology for any given wildland fire.
 - The cost sharing methodologies that will be utilized should wildfire spread to a neighboring jurisdiction in a location where fire is not wanted.
 - The cost share methodologies that will be used should a jurisdiction accept or receive a wildland fire and manage it for multiple objectives.
 - Any distinctions in what cost share methodology will be used if the reason the fire spreads to another jurisdiction is attributed to a strategic decision, versus environmental conditions (weather, fuels, and fire behavior) or tactical considerations (firefighter safety, resource availability) that preclude stopping the fire at jurisdictional boundaries. Examples of cost sharing methodologies may include, but are not limited to, the following:
 - When a wildland fire that is being managed for multiple objectives spreads to a neighboring jurisdiction because of strategic decisions, and in a location where fire is not wanted, the managing jurisdiction may be responsible for wildfire suppression costs.
 - In those situations where weather, fuels or fire behavior of the wildland fire precludes stopping at jurisdiction boundaries, cost share methodologies may include, but are not limited to:
 - a. Each jurisdiction pays for its own resources – fire suppression efforts are primarily on jurisdictional responsibility lands.
 - b. Each jurisdiction pays for its own resources – services rendered approximate the percentage of jurisdictional responsibility, but not necessarily performed on those lands.
 - c. Cost share by percentage of ownership.

- d. Cost is apportioned by geographic division or percent of effort. Examples of geographic divisions are: Divisions A and B (using a map as an attachment); privately owned property with structures; or specific locations such as campground.
 - e. Reconciliation of daily costs (for larger, multi-day incidents). This method relies upon daily agreed to costs, using Incident Action Plans or other means to determine multi-Agency contributions. Reimbursements must be followed up by a final bill.
- 2. **Training:** Identify training needs, schedules, resources available, and opportunities for cost sharing.
- 3. **Communication Systems:** Identify specific radio frequencies, computer system access, data transmission lines, communication sites, and communications equipment shared between Parties. Access to systems and facilities will be approved only by agency authorized personnel and in accordance with agency laws, regulations, and policies governing security of systems and facilities.
- 4. **Fire Weather Systems:** Specify maintenance, use and management, if any.
- 5. **Incident Meteorological (IMET) Services:** Describe the procedures for requesting and obtaining IMET services from the NWS. The procedures shall be made in accordance with the provisions of the Interagency Agreement for Meteorological and Other Technical Services (IMET Agreement), and shall not conflict with the procedures of the Mobilization Guides. Reimbursement and expenditures for IMET Services shall follow the procedures detailed within the IMET Agreement.
- 6. **Aviation Operations:** Identify and document any local aviation agreements.
- 7. (insert other items, as applicable, or indicate N/A).

Billing Procedures

(Refer to Exhibit D of the Master Coop Agreement–Reimbursable Billings and Payments)

- 8. Suppression Billing:
 - A. Billing information, provide:
 - Agency name and billing address
 - Financial Contact (name, phone, email)
 - Agency Data Universal Numbering System (DUNS)
 - Billing timeframes – Provide contact information for written request for extensions beyond timeframes established in Exhibit D, Reimbursable Billings and Payments.
 - Indirect Cost Rates, if applicable
 - Identify a process for handling any supplemental billing information, summary data or additional billing documentation. Such supplemental billing information, summary data or additional billing documentation may be requested and provided if agreed upon by the Parties. The process should include:

- Points of Contact
 - Process for handling requests
 - Any standardized reports information
9. **Fee Based Services** – Billings will be in accordance with separate written agreement or contract(s).
 10. **Non-Suppression Billings:** As described in this Operating Plan, the Parties may jointly conduct cooperative projects and/or share resources to carry out non-suppression activities in support of interagency fire management. These joint projects or activities may involve sharing of costs and/or a transfer of funds between the Parties involved, at which time a separate, local agreement, procurement, or other appropriate written document will be required. Billing will be defined under the terms of that document.
 11. **Stafford Act Billings**
 - Refer to Exhibit H of the Master Coop Agreement – Use of and Reimbursement for Shared Resources in Stafford Act Response Actions
 - Billing timeframes – Provide contact information and process required for any written request for extensions beyond timeframes established in Exhibit H.

General Provisions

1. **Principal Contacts:** Refer to Exhibit B of Master Coop Agreement – Principal Contacts. Complete and add to this Operating Plan.
2. **Personnel Policy:** See Exhibit XX – Supplemental Fire Department Resources. List personnel to be mobilized under the terms of that Exhibit by name, position(s), and identified as Single Resource. While on assignment, these individuals are (XX) FD employees and the (XX) FD will be reimbursed for their actual costs.
3. **Modification:** Modifications within the scope of this Operating Plan shall be made by mutual consent of the Parties, through the issuance of a written modification signed and dated by all Parties prior to any changes being performed. Any Party shall have the right to terminate their participation under this Operating Plan by providing one year advance written notice to the other Parties.
4. **Annual Review:** This Operating Plan is reviewed annually by (DATE) and revised, as needed.
5. **Duration of Operating Plan:** This Operating Plan is executed as of the date of last signature and remains in effect through (DATE) unless modified or superseded.

If the current Master Coop Agreement is superseded by a new Agreement, this Operating Plan may remain in effect to the extent that it does not conflict with provisions of the new Agreement, but only until such time that all activities and conditions can be incorporated into a new Operating Plan.
6. **Previous Instruments Superseded:** List, as applicable.

7. **Authorized Representatives:** By signature below, all signatories to this Operating Plan certify that the individuals listed in this document are authorized to act in their respective areas for matters related to this Operating Plan.

Review and Signatures

The Geographic Area Operating Plan will be approved by the signatory state and federal xxxCG member agencies.

The Statewide Operating Plans will be approved by the signatory state and federal xxxCG members.

Unit Administrators will have the responsibility for developing and approving sub-geographic area operating plans.

Each signatory agency may have policies/procedures for entering into agreements (including this Operating Plan) that require additional review by attorneys, agreement specialists, or contracting officers.

(Agency Administrator/Fire Director)

Agency

Date: _____

(Agency Administrator/Fire Director)

Agency

Date: _____

Exhibit D. Reimbursable Billings and Payments

Reimbursable Billings and Payments

8. Suppression Billings

The Forest Service, Bureau of Land Management, Bureau of Indian Affairs, National Park Service, and Fish and Wildlife Service will not bill each other for suppression costs. However, pre-suppression costs, fair sharing for interagency dispatch centers costs, prevention costs, and other fire management costs will be billed in accordance with existing agreements or other written documents.

Parties to this Agreement may opt to use a “Reconciliation Process” for tracking incident costs for all Parties to this Agreement for the purpose of issuing one annual billing to the paying Party. If the Reconciliation Process is not utilized, parties to the Agreement shall utilize the applicable Incident by Incident process.

1. **Reconciliation Process:** state and federal agencies agree to consolidate billing and minimum balances.

All [state] costs of fires occurring in and out of [state], regardless of jurisdictional boundary, will be compiled based on each agencies’ costs. A reconciliation balance sheet will be developed and billed as one consolidated amount. This cost tracking method will reduce actual payments and ensure that a fair division of suppression costs can be made between the Federal Agencies and the State in a timely fashion. Agency and Cooperator costs are identified by fire number and code and tracked on an annual balance sheet. Federal balance sheets (and State balance sheets depending on funding laws) must align with a single fiscal year. A final division of cost responsibilities based on jurisdiction, minimum thresholds and cost share agreements will be negotiated by [mdd] of each year.

Minimum Billing Threshold is [\$XX – insert agreed upon amount] and applies to all fires included in this process. It does not apply to out-of-state responses. The minimum threshold does not apply to costs for cooperating fire departments under a separate agreement with the state when working outside their jurisdictional boundary or requested by a resource order for extended attack.

The [agency] will be responsible for managing the balance sheet which includes all agencies’ costs and cost share information. Actual costs are tracked by each agency for each incident. Agency actual costs are subject to audit procedures identified in item #, Audit Procedures. The balance sheet is verified but may be disputed based on the cost share allocation, severability of costs and actual costs submitted for each fire. The balance sheet will result in a final settlement between all Parties and one transfer of funds is required to reconcile the fire season, unless a request is submitted to complete reconciliation prior to the end of fire season, at which point a settlement will be done for expenses to the requested date.

Billing Time Frames for Reconciliation Process: Agencies will submit invoices within 30 days of final reconciliation. Requests for extensions beyond 30 days for invoice

submittal must be presented in writing to the reimbursing agency. Operating plans will include contact information for written requests for extensions.

2. Incident by Incident Process

- A. Federal Billings by Incident: There are not billings between the Federal wildland fire agencies, pursuant to the Master Interagency Agreement for Wildland Fire Management. Federal Agencies will submit bills for their reimbursable costs to the States whenever (insert state(s)), state agencies are the Protecting Agency and a billing is appropriate.
- B. State Billings by Incident: When one of the States is the Supporting Agency and the fire is within the State of (insert state(s)), the State will bill the Protecting Agency for reimbursable costs when a billing is appropriate. Anytime the States respond to a Federal Agency fire outside of (insert states), the State will bill all applicable costs to the jurisdictional Federal Agency or agencies. Operating plans will include billing location information.
- C. Billing Time Frames: Agencies will submit invoices within 180 days of the demobilization of the incident. Extensions beyond 180 days for invoice submittal must be presented in writing to the reimbursing agency. It should be noted that some categories of expenses may often require subsequent billings outside of the 180 day period, such as: outstanding cost shares, claims, aircraft expenses, and fire cache costs.

Operating plans will include contact information for written requests for extensions. Absent a written extension of time granted by the reimbursing agency, the final itemized bill should be submitted to the reimbursing agency within 180 days of the demobilization of the incident. After a final billing has been sent, and if additional costs are identified, a supplemental billing may be issued if agreeable to applicable Parties.

Each Party to this Agreement will strive to provide appropriate Parties of an estimate of the amount of reimbursable bills they expect to submit within 90 calendar days in each reimbursable action.

- 3. **Severity:** Costs incurred on severity assignments within the state of [state] will be billed individually to the Jurisdictional Agency. Severity assignments are reimbursable under the Reciprocal Fire Protection Act.
- 4. **Electronic Funds Transfer (EFT):** Notwithstanding any other provision of law, effective January 2, 1999, US Treasury Regulation, Money and Finance at 31 CFR 208.3 requires that federal payments are to be made by EFT unless waived in accordance with specific circumstances set forth in 31 CFR 208.4
In order to receive EFT payments, the payment recipient shall register in System for Award Management (SAM) and are required to validate their information in SAM once per year. The payment recipient is also required to have a DUNS number. The DUNS number is assigned by Dun & Bradstreet, Inc. (D&B) to identify unique business entities. For more information, refer to <https://www.sam.gov/portal/SAM/##11>.

Each Party to this Agreement shall provide the following information in the operating plan.

- Agency name and billing address
- Financial Contact (name, phone, email)
- Agency DUNS

5. **Billing Content:** The following items will be included as a minimum for each bill, noting that a resource order is not always required or available in order for a bill to be valid. Provide as a minimum on each invoice/bill:

- Agency name, address, phone number, and agency financial contact
- Invoice or bill number
- Agreement number
- Incident name and number
- Dates of the incident covered by the billing
- Location and jurisdictional unit
- Appropriate Firecode or charge code
- Summary cost data for the amount being billed

Summary data may include but is not limited to, a list of personnel, travel, and equipment expenses; and a listing by vendor name and amount spent for supplies and services procured. Generally, cost source documents will not be required unless summary cost data is disputed, there is a Fire Management Assistance Grant, or unless specific agency regulations require cost source documents.

At times, supplemental information, summary data or additional billing documentation may be requested and provided if agreed upon by the Parties. The process for handling such requests should be documented in the Operating Plan.

6. **Payment Due:** Whenever this Agreement provides for billing, the agency receiving the bill has an obligation to pay. Once bills are received by the reimbursing agency, payment will be made in accordance with that agency's payment processes outlined in the operating plan.
7. **Services Received and Certification of Billings:** Reimbursing agencies must provide written notice of incorrect invoices to billing agencies within the timeframes specified in the annual operating plan.
8. **Financial Dispute Resolution:** If a conflict arises between the agency's payment processes, the terms of the billing document, or the costs associated with the billing document, the Parties should attempt to resolve the differences. If the differences cannot be resolved after consultation between the Parties, the Parties follow their dispute resolution processes.
9. **Review Procedures:** The Parties agree to jointly conduct a review, sampling transactions of the incidents managed under this Agreement. Findings that are inconsistent with the normal or accepted way of doing business will be reconciled on a case by case basis. Any

decision to further examine records will be considered on a case by case basis and appropriate follow up action agreed upon by all agencies involved.

Payment for Protection Services (use if appropriate)

Geographic, Statewide or Sub-Geographic (local) operating plans and procurement documents or agreement will establish billing procedures for Fee Basis Protection Services.

Non-Suppression Billings

All non-suppression costs shall be billed and paid in accordance with the terms and conditions of the Supplemental Project Agreement, separate agreement, procurement, or other appropriate written document, executed by the authorized signatories of the involved Parties within their legal authorities.

Accounting Records

Cooperators must maintain records incident by incident which adequately identify the source made use of funds. These records must contain information pertaining to expense related to each incident, unobligated balances, liabilities outlays or expenditures, and income. Such documents must be made available to the Federal Agency upon request.

Internal Control

Effective control and accountability must be maintained for all federal funds, real and personal property, and other assets. Cooperators must keep effective internal controls to ensure that all federal funds received are separately and properly allocated to each incident and used solely for authorized purposes.

Reimbursable Costs

Documented costs incurred as the result of an incident are reimbursable. All costs must be reasonable, allowable, and allocable. Costs must be consistently treated as either direct costs or indirect costs. Consistent treatment of costs is a basic cost accounting principle and is specifically required to assure that the same types of costs are not charged as both direct costs and indirect costs. Every effort should be made to classify costs incurred for the same purpose, in like circumstances, consistently as either direct or indirect.

Direct Costs: Direct costs are those items of expense specifically identified with the delivery or completion of a project or program. General examples include, but are not limited to, personnel costs (salary and fringe benefits), equipment costs, travel, materials, supplies, and contracts.

For the purposes of this Agreement, these may include, but are not limited to the following:

- Actual costs directly incurred for “move-up and cover” or “backfill” resources.
- Agency costs of individuals assigned to the incident or project for salary, benefits, and overtime including premium pay if and when it is earned according to the policies, laws, and rules governing the employees of the Supporting Agency.

- Agency costs for transportation including, but not limited to, airline fees, vehicle rental fees, fuel and oil, and agency established mileage fees.
- Agency costs for per diem and lodging of resources assigned to the incident when such services are not supplied by the incident.
- Additional support dispatching, warehousing or transportation services supporting a resource order or project.
- Operating expenses for equipment assigned to the incident, such as fuel, oil, and equipment repairs.
- Cost of reasonable and prudent supplies expended in support of the incident or project.
- Usage cost of equipment in support of the incident or project, contract equipment costs and operating costs for agency equipment.
- Aircraft, airport fees, retardant costs and retardant and other fire chemical costs.
- Agency-owned equipment lost, or damaged, by the Supporting Agency when accompanied by the appropriate agency source documentation to include insurance deductible paid.
- Charges from the state for state controlled resources such as inmate crews, National Guard resources and county and local resources.
- Agency-owned equipment and supplies lost, damaged, or expended by the Supporting Agency.
- Cost or replacement of reasonable and prudent supplies expended in support of the incident. What is reasonable and prudent is determined by the protecting and/or Jurisdictional Agency or the fire team within the limits of their delegated authority or identified in the current Interagency Incident Business Management Handbook (IIBMH).

Indirect Costs: Indirect costs are those items of expense incurred as part of general management and administrative support of an organization. These costs are not attributable to a specific project, program or output, but are distributed among many benefiting activities. Often they are proposed as a percentage of direct project costs and are referred to as administrative costs, overhead, or burden. Examples may include office space, computer equipment, postage, utilities, salaries for administrative activities such as procurement, personnel, accounting, and so forth.

Indirect cost rates may vary for each agency. Application of indirect cost rates will be addressed within the Operating Plan (Exhibit C).

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.

Source Documentation

Accounting records for each incident must be supported by source documentation such as cancelled checks, paid bills, time and attendance records, contract or sub-award documents, etc. Such documents must be made available to the Federal Agency upon request.

Exhibit E. Cost Share Agreement Instructions

Each of the numbered instructions below corresponds to form items that require further explanation. Supplemental cost share agreements will be numbered consecutively following the original (#1) for each fire. Supplements may be added at any time. Where insufficient room is available for necessary information, additional sheets or addendums may be added. Small revisions to this Agreement may be completed on a single page, describing the change to the original agreement, and obtaining new signatures from those involved.

A Master Cooperative Wildland Fire Management and Stafford Act Response Agreement exists between all major wildland fire protection agencies in the <insert area>. This Agreement authorizes general mutual aid, including reciprocal and cooperative fire protection services elaborated upon in geographic, statewide, or sub-geographic area operating plans. Other cooperative agreements exist between fire management agencies that authorize fire management services between agencies at the sub-geographic level. The objective of the Cost Share Agreement is to establish and document the cost sharing and basic organizational structure in response to specific fires.

Cost Share Agreements will be negotiated between agencies involved in specific on-the-ground fire suppression activities. These agreements are mandatory when more than one jurisdictional responsibility for fire protection is affected by the placement of the fire. The Agreement will not affix liability for fire cost payment by either Agency based upon responsibility for the fire origin. The designated representatives of each Agency with protection responsibility are responsible for completing and signing the Agreement.

1. List the fire name agreed upon by Parties involved.
2. Give the origin or best estimate of origin location by legal description.
3. Estimate the size at the time of the Supplemental Agreement.
4. List the Parties involved in fire suppression operations and respective agency fire numbers.
5. List the date and time that the Agreement is in effect. That time could be prior to or following the time that negotiations are made for the Agreement.
6. Check the appropriate command structure for the fire.

DEFINITIONS:

UNIFIED COMMAND – A method for all Agencies with jurisdictional responsibility to contribute to determining the overall objectives for the incident; interagency ICS team structure.

SINGLE COMMAND STRUCTURE – One Agency manages the incident with liaison and concurrence of objectives from other involved Agencies.

List the appropriate personnel filling ICS positions on the fire.

1. List any special conditions or resource objectives, e.g., dozer restrictions, mechanized restrictions, bald eagle nest, high value plantation. Operational responsibility for the fire will be defined in this section (if appropriate). Respond to this item only if Agency forces have specific segments of the fire. This information will not determine cost

responsibility, unless specified in Item 11. Examples are: Divisions A and B; all structural protection areas; specific campground.

2. List the Agency having legal responsibility for structural protection, and any pertinent control information or contacts.
3. List operation conditions or directions pertaining specifically to: air operations, base camp and food service, and fire investigation. Costs pertaining to these decisions shall be documented in Item #10.
4. Fire suppression costs shall be determined from the information supplied in this item. There are several ways to determine the best cost share mix. A, B, and C are typically used on smaller, less complex incidents on lands with similar values and uses; D and E on larger, more complex incidents, such as those with both WUI and wildlands:

Each Agency pays for its own resources – fire suppression efforts are primarily on jurisdictional responsibility lands.

- A. Each Agency pays for its own resources – services rendered approximate the percentage of jurisdictional responsibility, but not necessarily performed on those lands.
- B. Cost share by percentage of ownership or Agency jurisdictional responsibility.
- C. Cost is apportioned by geographic division or by percent of effort. Examples of geographic divisions are: Divisions A and B (using a map as an attachment); privately owned property with structures; or specific locations such as campgrounds.
- D. Reconciliation of daily costs (for larger, multi-day incidents). This method relies upon daily agreed to costs, using Incident Action Plans or other means to determine multi-Agency contributions. Reimbursements must be followed up by a final bill.

The following are not reimbursable:

- Responsibility for tort claims or compensation for injury costs.
- Non-suppression rehabilitation costs are the responsibility of the Jurisdictional Agency.
- Non-expendable property purchases will be the responsibility of the Agency making the purchase.
- Support costs (i.e. office dispatchers, warehouse workers, etc.), unless they are charging to an emergency code assigned to the incident.
- The cost centers that should be considered in this Agreement:
- Fireline Resources: Dozers, engines, fallers, transports, water tenders, hand crews, line overhead.

- Fire Camp Operations and Support: Overhead, buses, camp crews, communications, food, refrigerator units, showers, toilets, water trucks, cache supplies, rescue/med, camp facility.
 - Air Support: Helicopters, (with support) air tankers.
 - Cost apportionment by period (i.e., state mobilization or conflagration, Fire Management Assistance Grant declaration, additional jurisdictional involvement).
5. List any specific conditions relative to this Agreement, such as: dispatch procedures, one Agency representing another, notifications, incident information, coordinated intelligence, etc.
 6. Signatures of authorized personnel. List any attachments to the Agreement. Give the date of the last revision or former Supplemental Agreement for the same fire.

Exhibit F. Cost Share Agreement

The purpose of this Agreement is to provide for a coordinated cooperative fire suppression operation on this fire and to describe the cost divisions. This Agreement is a supplement to the Master Cooperative Wildland Fire Management and Stafford Act Response Agreement executed between the Agencies listed, on (date).

1. Fire Name: _____ Origin Date: _____ Time: _____

2. Origin: Township _____ Range _____ Section _____

3. Estimated Size _____ Acres at the time of this Agreement

4. Agency _____ Fire # _____ Accounting
Code _____

Agency _____ Fire # _____ Accounting
Code _____

Agency _____ Fire # _____ Accounting
Code _____

Agency _____ Fire # _____ Accounting
Code _____

5. This Agreement becomes effective on: _____ at _____ and remains in effect until amended or terminated.

6. Overall direction of this incident will be by (___) Unified Command, or by (___) Single Command structure. Identify below personnel filling the following positions:

Position	Name(s)	Agency
Incident Commander	_____	_____
Agency Administrator	_____	_____
Representative	_____	_____
Liaison	_____	_____
Finance	_____	_____
Operations	_____	_____

7. Suppression action will be subject to the following special conditions and land management considerations:

8. Geographic responsibility (if appropriate) by Agency is defined as follows:

Agency _____	Geographic Responsibility _____
Agency _____	Geographic Responsibility _____
Agency _____	Geographic Responsibility _____
Agency _____	Geographic Responsibility _____

9. The Agency responsible for structural protection will be _____

10. Special operational conditions agreed to (include as appropriate air operations, base camp, food service, fire investigation, security, etc.) List cost share information in Item #11:

11. Fire Suppression COSTS will be divided between Agencies as described:

Cost Centers:	Agency:	Agency:	Agency:

12. Other conditions relative to this Agreement (notifications, incident information, etc):

13.

_____	_____	_____	_____
Agency	Agency	Agency	Agency
_____	_____	_____	_____
Signature	Signature	Signature	Signature
_____	_____	_____	_____
Title/Date	Title/Date	Title/Date	Title/Date

List of Attachments (if any)

_____/_____/_____

Exhibit G. Supplemental Fire Department Resources Template

These provisions apply only to Supplemental Fire Department Resources, and not to regular fire department personnel. Supplemental Fire Department Resources are defined as overhead tied to a local fire department generally by agreement who are mobilized primarily for response to incidents/wildland fires outside of the district or mutual aid zone. They are not a permanent part of the local fire organization and are not required to attend scheduled training, meetings, etc. of the department staff.

When mobilizing Supplemental Fire Department Resources outside of the fire district or mutual aid zone the following will apply.

Mobilization

Mobilization will follow established ordering procedures as identified in the National, Geographic, and Local Mobilization Guides. Resources will be mobilized from the Host Dispatch Zone in which the department is located. Personnel will be provided a copy of the resource order request after confirmation of availability and prior to departure from their home jurisdiction. Resource orders shall clearly indicate incident assignment, incident location, expected incident arrival time, and any additional special needs or equipment authorizations, e.g. cell phones, laptops, rental vehicles, etc.

Reimbursable Costs

Reimbursable costs for personnel include compensation rates for hours worked, benefits, transportation, and per diem. It is the intent of this provision that the Supplemental Fire Department Resource be paid a regular compensation rate for all hours worked plus an overtime compensation rate for actual overtime hours worked, including travel. Reimbursable costs shall not include portal to portal pay or the portion of benefits personally paid by the employee. Travel and per diem reimbursements will be based on the Federal Travel Regulations.

Any costs for backfill personnel are not reimbursable for personnel hired as Supplemental Fire Department Resources.

An indirect cost allowance up to ten percent of the direct salary and wage cost of providing the service (excluding overtime, shift premiums, and fringe benefits) is allowed.

Personnel

All personnel will possess an active Incident Qualification System (IQS) or equivalent incident qualification documentation commensurate with all applicable NWCG 310-1 standards for training and qualifications. Personnel will be qualified for their assigned positions. XXFD is responsible for annually certifying and maintaining the qualifications of their Supplemental Fire Department Resources. XXFD will bear the cost of training for their Supplemental Fire Department Resources.

Any personnel to be mobilized under this Exhibit will be listed in the Operating Plan by name, position(s), and identified as SR. While on assignment, these individuals are XXFD employees and the XXFD will be reimbursed for their actual costs.

Rate Determination

The basis for the computation of base hourly rate is the classification level of the position filled according to the attached matrix. Base hourly rate shall be no more than step 5 of the appropriate GS wage adjusted for locality pay at the location of the fire district. These rates can be found on the Office of Personnel Management (OPM) website <https://www.opm.gov>, Salaries and Wages. Personnel are hired at the rate of the position being filled, not their highest qualification.

The hourly compensation rates identified in the Operating Plan are computed as follows:

- 1) Regular Compensation Rate: The rates listed include base hourly rate determined above plus employee benefits. Employee benefits include those costs actually incurred by the XXFD for the employment of these individuals, such as employer liability, workers compensation, employer share of social security, etc.
- 2) Overtime Compensation Rate: Overtime compensation rates are paid based on a 7 day work week beginning on day one of mobilization. Compensation rates are paid at time and a half of the base hourly rate for all hours worked in excess of 8 hours per day for the first 5 days and full time and one half for all hours worked during the remainder of the work week. Compensation includes travel time.
- 3) Hazard Pay Rate – Hazard pay differential may be paid to those employees performing work that meets the definition of hazardous duty as defined in the IIBMH. Compensation rates are paid at 25 percent of the base rate when performing duties that meet the definition of hazardous duties. All hazard pay differential is based on a 24-hour day from 0001-2400 and shall be paid for all hours in pay status during the calendar day in which the hazardous duty is performed.

Days off at Incident

Days off at the incident will be paid for 8 hours. Work/rest guidelines will be followed, and mandatory days off will follow current guidelines (IIBMH) Once travel to the home unit commences, days off will not be paid.

Transportation and Per Diem

Per Diem reimbursements will be based on the Federal Travel Regulations. The payment rate for POVs and rental vehicles used to support Supplemental Fire Department Resources shall be at the current Federal Travel Regulation rate.

Signature and Date

(Agency Administrator)

(Federal Agency)

Signature and Date

(Fire Chief)

(Local Fire Protection District Or appropriate Official at State Level)

Attachment to Exhibit G. Supplemental Fire Department Resource – Classification Matrix

OPM GENERAL SCHEDULE	AREA COMMAND	COMMAND	OPERATIONS	AIR OPS	PLANS	LOGISTICS	FINANCE	SUPPORT
GS-2						RADO		
GS-3			FFT2	ABRO	DPRO	SECG		EDRC
GS-4			FALA	HECM		EQPI		
			FFT1					
GS-5		ICT5	ENOP		SCKN	BCMG	CLMS	
						EQPM	EQTR	
						INCM	INJR	
						ORDM	PTRC	
						RCDM		
						SECM		
GS-6		ICT4	CRWB	AOBS	DOCL	COMT		EDSD
			DOZB	DECK	FOBS			
			ENGB	HELB	TNSP			

OPM GENERAL SCHEDULE	AREA COMMAND	COMMAND	OPERATIONS	AIR OPS	PLANS	LOGISTICS	FINANCE	SUPPORT
GS-6 (continued)			FALB	RAMP				
			FELB					
			STAM					
			TRPB					
			WHSP					
GS-7		IOF3		HELM	GISS	EMTB		
				SEMG		EMTI		
GS-8		SOF3	DOZ1	ATBM	DMOB	COML	COMP	EDSP
			TFLD	HEB2	HRSP	FACL	COST	IADP
			STCR		RESL	FDUL	TIME	
			STDZ		SITL	GSUL		
			STEN			MEDL		
			STLM			SPUL		
			STPL			CTSP		
GS-9			FALC	HLCO			PROC	
				HEB1				

OPM GENERAL SCHEDULE	AREA COMMAND	COMMAND	OPERATIONS	AIR OPS	PLANS	LOGISTICS	FINANCE	SUPPORT
GS-9				SECO				
GS-10		ICT3	DIVS	ASGS	FBAN	EMTP		CORD
			STPS	ATGS	LTAN			INTL
								PETM
GS-11		ICT2	OPBD	AOBD	PSC2	LSC2	FSC2	ARCH
		THSP – Deputy ICT2	OSC2			SVBD		IBA2
		PIO2				SUBD		MCCO
		LOFR						PETL
		SOF2						
GS-12	ACAC	PIO1	OSC1		PSC1	LSC1	FSC1	IBA1
	ACPC	SOF1						
	ACLC							
GS-13	ACDR	ICT1						
		THSP – Deputy ICT1						

Exhibit H. Use and Reimbursement for Shared Resources in Stafford Act Response Actions

1. Stafford Act Declarations: Transfers performed for this Agreement are under the Disaster Relief Act, 42 U.S.C. § 5147. This Agreement is automatically incorporated by reference into any Resource Order that is issued under it, constituting a binding obligation. The billings, inclusive of copies of this Agreement, the Mission Assignment and subsequent Resource Order(s), and expenditure documentation, will define the specific services, supplied goods and costs (by sub-object class code) for each order, and subsequent obligation and payment. Reimbursement payments for Stafford Act Response activities will be accomplished by submission of billings to the ESF primary agency (i.e., the agency which issued the Mission Assignment or sub-tasking). The ESF primary agency will review, approve the documentation, and return to the sub-tasked agency with referencing documentation to process the billing. Each sub-tasked agency is responsible for submitting its own billing documentation to the ESF primary agency for reimbursement.

2. Federal Reimbursable Assistance: Federal Reimbursable Assistance resources must be requested by the ESF primary agency or supplied through established dispatch systems and must be recorded by the Mission Assignment and subsequent Resource Order process. Resources not documented in this manner are not reimbursable. Funds to cover eligible expenses will be provided through and limited by the amount of reimbursement approved and provided from FEMA. Expenditures eligible for reimbursement for Federal Agencies in accordance with 44 CFR 206, subpart A, section 206.8 paragraph c include:

- A. Overtime, travel and per diem of permanent Federal Agency personnel.
- B. Wages, travel and per diem of temporary Federal Agency personnel assigned solely to performance of services directed by the (FEMA) Associate Administrator or the (FEMA) Regional Administrator in the emergency or major disaster.
- C. Cost of work, services, and materials procured under contract for the purposes of providing assistance directed by the (FEMA) Associate Administrator or the Regional Administrator.
- D. Cost of materials, equipment, and supplies (including transportation, repair and maintenance) from regular stocks used in providing directed assistance.
- E. All costs incurred which are paid from trust, revolving, or other funds and whose reimbursement is required by law.
- F. Other costs submitted by an agency with written justification or otherwise agreed to in writing by the (FEMA) Associate Administrator or the (FEMA) Regional Administrator and the agency.

3. State/Tribe Reimbursement Process: State/Tribe Reimbursement refers to those resources that are to be reimbursed by the ESF primary agency. State/Tribe Reimbursement resources must be requested by the ESF primary agency or supplied through established dispatch systems and must be recorded by the Mission Assignment and subsequent Resource

Order process. Resources not documented in this manner are not reimbursable. Funds to cover eligible expenses will be provided through and limited by reimbursement from FEMA.

Expenditures eligible for reimbursement include:

- A. Wages, overtime, travel and per diem of State/Tribal personnel.
- B. Wages, travel and per diem of temporary State/Tribal personnel assigned solely to performance of services directed by the (FEMA) Associate Administrator or the (FEMA) Regional Administrator in the major disaster.
- C. Cost of work, services, and materials procured under contract for the purposes of providing assistance directed by the (FEMA) Associate Administrator or the Regional Administrator.
- D. Cost of materials, equipment, and supplies (including transportation, repair and maintenance) from regular stocks used in providing directed assistance.
- E. All costs incurred which are paid from trust, revolving, or other funds and whose reimbursement is required by law.
- F. Other costs submitted by an agency with written justification or otherwise agreed to in writing by the (FEMA) Associate Administrator or the (FEMA) Regional Administrator and the agency.

Note: In order to meet FEMA's policies regarding mission assignments and timely billing, all State and local resources dispatched to a FEMA incident under a valid cooperative/interagency agreement with a state, local agency or a tribe must submit invoices for reimbursement to the appropriate Federal Agency no later than 90 days after demobilization of the incident. Any invoices not submitted within this timeframe are subject to non-payment. Extensions beyond 90 days for invoice submittal must be presented in writing to the reimbursing agency. Operating Plans will include contact information for written requests for extensions. Absent a written extension of time granted by the reimbursing agency, the final itemized bill must be submitted to the reimbursing agency within 90 days of the demobilization of the incident.

4. Duration of Assignments: Consideration must be given to the health and safety of personnel when assigned to incidents. Parties agree that Incident Commanders will release resources to their primary responsibilities as soon as priorities allow. Incident Commanders shall also adhere to rest and rotation policies of respective responding agencies. Mobilization activities shall be accomplished utilizing established dispatch coordination concepts per the current National Interagency Mobilization Guide.

5. Procurement: The (*State/Tribe*) derives its procurement authority from its inherent powers and its own laws, and is therefore not subject to federal procurement laws. Whenever the (*State/Tribe*) is responsible for the management of an incident (including an incident within the Direct Protection Area of a Federal Agency), the (*State/Tribe*) will comply with (*State/Tribe*) laws and regulations covering procurement. Procurement costs by one Party in support of

another that are reasonable and prudent may be charged back to the Protecting Agency. All property procured under a Mission Assignment becomes the property of FEMA.

6. Loaned Equipment: Equipment loaned by one Party to another shall become the responsibility of the borrower and shall be returned in the same condition as when received, reasonable wear and tear excepted. The borrower will repair or reimburse for damages in excess of normal wear and tear and will replace or reimburse items lost or destroyed.

7. Billing Procedures

A. Incident Billings:

When (*State/Tribe*) is the Supporting Agency operating under a Mission Assignment or sub-tasking from the ESF Primary Agency and the incident is within the (*State/Tribal lands*), the (*State/Tribe*) will bill the ESF Primary Agency. When the (*State/Tribe*) is the Supporting Agency and the incident is outside the (*State/Tribe*)'s jurisdiction, the (*State/Tribe*) will bill the ESF Primary Agency.

- B. Agencies will share their respective individual incident Resource Order numbers for cross referencing purposes, if requested.
- C. Billing Estimates/Timeframes: On incidents where costs are incurred pursuant to Operating Plans, the billing Party shall submit a bill or estimate for reimbursement as soon as possible, but not later than 90 days after the incident is controlled.
- D. Extensions beyond 90 days for invoice submittal must be presented in writing to the reimbursing agency.
- E. Operating Plans will include contact information for written requests for extensions. Absent a written extension of time granted by the reimbursing agency, the final itemized bill must be submitted to the reimbursing agency within 90 days of the Stafford Act Response.
- For obligation purposes, the Federal Agencies will submit unpaid obligational figures to the (*State/Tribe*) by (*to be determined by individual State/Tribe fiscal year*). The (*State/Tribe*) will submit unpaid obligational figures to the appropriate Federal Agency by September 1 for the previous federal fiscal year. All obligations will be submitted by incident name, date, Mission Assignment number (MA), and federal job code.
- F. Billing Content: Bills will be identified by incident name, date, MA, location, jurisdictional unit, and supported by documentation to include but not limited to: separate invoice by MA; list of personnel expenses including base, overtime, and travel; and supplies/services procured by vendor name and dollar amount. Billings for (*State/Tribe*) incident assistance may include administrative overhead, not to exceed the applicable (*State/Tribe*) indirect cost rate.

Billing Addresses:

All bills for services provided to the (*State/Tribe*) will be mailed to the following address for payment:

--

All bills for services provided to the Forest Service and all Federal and State units who are not Parties to this Agreement will be mailed to the following address:

All bills for services provided to the Department of the Interior/BLM will be mailed to:

All bills for services provided to the Department of the Interior/NPS will be mailed to:

All bills for services provided to the Department of the Interior/BIA will be mailed to:

All bills for services provided to the Department of the Interior/Fish and Wildlife Service will be mailed to:

9. Payment Due Dates: All bills will have a payment due date 60 days after the date of issuance. If payment cannot be made before the 60 days expire, then a 30-day extension, with oral or written justification, may be requested.

10. Disputed Billings: Written notice that a bill is contested will be mailed to the billing agency within 60 days of issuance of the final bill, and will fully explain the area of dispute. Contested items will be resolved not later than 60 days following receipt of written notice. The uncontested portion of the bill will be paid and a new bill will be issued for the contested amount.

11. Payments: Payments will refer to the bill number and incident name and will be sent to the appropriate billing address.

Federal Agency Project Agreement No. (a)

Exhibit I. Supplemental Fire Project Agreement

Cooperator Project Agreement No. (b) _____

SUPPLEMENTAL FIRE PROJECT AGREEMENT

Between

(c)

And

(d)

This Supplemental Fire Project Agreement (Agreement) is hereby made and entered into by and between (e) _____, hereinafter referred to as “the Cooperator,” and (f) _____, 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. (g) _____, executed between the Parties.

Project Title: (h) _____

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 (i) _____. This project is further described in the hereby incorporated Financial and Project Plan, attached as Exhibit (j) _____.

III. THE COOPERATOR SHALL:

- A. Perform in accordance with the terms of this Agreement and with the Financial and Project Plan, Exhibit (j) _____.
- B. Bill the Federal Agency for actual costs incurred, not to exceed (k)\$ _____, as agreed to in the attached Financial Plan.
- C. Upon presentation of a Bill for Collection, reimburse the Federal Agency for actual costs incurred, not to exceed (l)\$ _____, as agreed to in the attached Financial Plan.

IV. THE FEDERAL AGENCY SHALL:

- A. Perform in accordance with the terms of this Agreement and with the attached Financial and Project Plan, Exhibit (j) _____.

- B. PAYMENT/REIMBURSEMENT. The Federal Agency shall reimburse the Cooperator for the Federal Agency's share of actual expenses incurred, not to exceed (k)\$, as shown in the attached Financial Plan. The Federal Agency shall make payment upon receipt of the Cooperator's (m) 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

The invoice must be forwarded to: (n)

Send a copy to: (o)

- C. REIMBURSABLE BILLING. The Federal Agency shall bill the Cooperator (m) for funds sufficient to cover the costs for the specific payment period, not to exceed (l)\$ as shown in the attached Financial Plan. All reimbursement billings must be completed within the same fiscal year as Federal Agency expenditures. Overhead is assessed at the rate of (p) percent.

Billings must be sent to: (q)

The Federal Agency is required to issue bills for expenditures incurred under reimbursable agreements at the end of or prior to the end of each federal fiscal year. Therefore, an out-of-cycle bill may be received by the Cooperator.

If payment is not received to the satisfaction of the Federal Agency by the date specified on the bill, the Federal Agency shall exercise its rights regarding the collection of debts owed to the United States.

- D. (r) 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: (s)

- E. (t)SPECIAL BILLING REQUIREMENTS – PROGRAM DOCUMENTATION. The U.S. Forest Service Program Manager shall provide the Cooperator with a written report that meets the Cooperator’s specific documentation requirements.

V. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

- A. (u)PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this Agreement.

(v)Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Address: City, State, Zip: Telephone: FAX: Email:	Name: Address: City, State, Zip: Telephone: FAX: Email:

(w)Principal Federal Agency Contacts:

Federal Agency Program Manager Contact	Federal Agency Administrative Contact
Name: Address: City, State, Zip: Telephone: FAX: Email:	Name: Address: City, State, Zip: Telephone: FAX: Email:

- B. LIABILITY. As set forth under the provisions of the Master Agreement.
- C. (x)Mutually agree to the Burn Plan as incorporated in this Agreement, and to any agreed upon revision thereof. If the revision to the Burn Plan does not materially affect the purpose and/or terms of the Agreement, but rather only revises the implementation of the project, then a modification to this Agreement is not necessary. The most recent revision of the Burn Plan will automatically be incorporated into this Agreement and a copy will be provided to the Principal Contacts listed above.
- D. In the event of a conflict between the provisions of this Agreement and the Master Agreement, the Master Agreement shall take precedence.
- E. (y) PURCHASE OF ASSETS. Any assets (such as equipment, property, or improvements) purchased by the Federal Agency with the Cooperator’s contributions shall become the property of the Federal Agency, unless otherwise documented via separate authority and instrument.
- F. (z)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.

- G. 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.
- H. 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.
- I. 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.
- J. 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 (aa) days prior to implementation of the requested change. Neither Party is obligated to fund any changes not properly approved in advance.
- K. 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.
- L. COMMENCEMENT/EXPIRATION DATE. This Agreement is executed as of the date of last signature and is effective through (bb) 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.

- M. 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.

(cc)

(dd) , (ee) Date
(ff)

(gg)

(hh) , (ii) Date
(jj)

(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

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-11RRUOSS-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.

(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.

(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.