

**CY 2015 ANNUAL OPERATING PLAN (MODIFICATION 4)
TO THE
MASTER COOPERATIVE FIRE MANAGEMENT AND STAFFORD ACT RESPONSE
AGREEMENT #11-FI-11081600-011**

BETWEEN

**UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE
Southern Region**

El Yunque National Forest

**UNITED STATES DEPARTMENT OF THE INTERIOR
US FISH & WILDLIFE SERVICE
Southeast Region**

**UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
San Juan National Historic Site**

and

COMMONWEALTH OF PUERTO RICO

Puerto Rico Fire Departments (Bomberos)

This operating plan provides information and specific details needed for support of the Cooperative Fire Protection Agreement between the Puerto Rico Fire Department (referred to as PRFD), the U. S. Forest Service, the US Fish and Wildlife Service, and the National Park Service. This plan applies to state and private lands within the Commonwealth of Puerto Rico protected by the Puerto Rico Fire Department, and federal lands administered by the US Forest Service, the US Fish and Wildlife Service, and the National Park Service as described in the master Cooperative Fire Control Agreement.

The authority for this plan is provided by the master Cooperative Agreement enacted by the above parties on December 12, 2011.

It is the intent of the agencies to cooperate as closely as possible in all aspects of fire and emergency management within the Commonwealth of Puerto Rico

INTERAGENCY COOPERATION

Facilities

A. Interagency Dispatch Centers

- The El Yunque National Forest activates the Caribbean Interagency Coordination Center (CICC) when fire or all-risk incident activity dictates interagency movement of resources.
- Established dispatch ordering channels will be followed, which include orders coming from the Southern Area Coordination Center to be passed through the Florida Interagency Coordination Center and then to CICC.

B. Other Fire Control and Related Facilities

- The warehouses at El Yunque, Cabo Rojo, San Juan National Historic Site, and those managed by the Fire Department are available for use by the parties to this agreement while performing work under this agreement.
- Offices at El Yunque, Cabo Rojo, San Juan National Historic Site, and the Puerto Rico Fire Department are available for use by the parties to this agreement while performing work under this agreement.

C. Interagency Resources

Agencies agree to inventory all resources available to this agreement in ROSS.

Driver's License

Puerto Rico Fire Department personnel will hold appropriate operating licenses to meet state and federal laws. Employees of the PRFD may operate Federal Agency vehicles provided that operators meet the current operating guidelines and training requirements of the Fire Department.

Driver and equipment operators will hold appropriate operating licenses to meet state and Federal Laws. Employees of Parties to this Agreement may operate each other's vehicles provided that the operator meets the current operating guidelines and training required of their own Party. Therefore, a Forest Service-issued government motor vehicle operator's identification card is not required for PRFD firefighters. This applies to current state and local agency personnel working as an Administratively Determined (AD) employee.

Safety Standards

Within Puerto Rico, each Agency to this Agreement will follow its respective safety standards. On Federal Agency incidents outside Puerto Rico, NWCG safety standards shall be followed. The PRFD will adhere to their respective safety standards in carrying out mission assignments within the Commonwealth of Puerto Rico.

Mobilization Plans

Mobilization plans are maintained by each Agency to this Agreement. Specific information may be obtained on request. Any PRFD employee or any emergency responder who is trained and carded by the PRFD and dispatched to an incident outside Puerto Rico will be certified by the PRFD to meet the national qualification standards set forth by the NWCG qualification system (310-1).

Out-of-State Assignments and Other Federal Assignments

Requests for PRFD personnel or other non-Federal firefighters managed by the PRFD, or other state resources, will come through the El Yunque National Forest dispatch office, through the Florida Interagency Coordination Center. Orders will then be filled by El Yunque dispatch in conjunction with host agency, or placed with the host agency of the requested resource.

These provisions will apply:

1. Requests for crews and overhead will be placed with the El Yunque National Forest dispatch. Upon receipt of an overhead order, EYNF dispatch will send order to appropriate agency for order to be filled. In the case of crew deployments, El Yunque dispatch will serve as receiving dispatcher and will coordinate with agencies to fill crew positions. El Yunque dispatch will arrange travel for all non-federal overhead, as well as travel for all crew members, regardless of agency origin. El Yunque dispatch will provide dispatch services for the PRFD on all out of state assignments, and will be available to the other agencies to assist in the same manner, upon their request.
2. Hand crew members provided by the PRFD for out-of-state assignment will be limited to a maximum detail length of 14 days excluding travel (not to exceed 4 additional days).
3. Any PRFD resource (either as an AD, Fire Department employee, or any other Fire Department resource), dispatched outside of Puerto Rico shall be limited to a maximum of 14 days on incident plus up to 2 days travel to and 2 days travel from the incident. Fire Department equipment may remain physically on an out-of-state incident for longer periods of time if approved by the PRFD but staffing for the equipment will adhere to the 14-day limitation. Any extensions will follow national procedures and will be approved by the appropriate PRFD official.
4. Fire Department personnel are assigned emergency duties under provisions of the current Pay Plan for Emergency Firefighters, U.S. Department of Agriculture, Forest Service (FSH 5109.34, NWCG Handbook 2), unless sponsored as an AD under agreement with a DOI agency, in which case they will be assigned under provisions of the Department of Interior Pay Plan for Emergency Firefighters. New rates will become applicable immediately each year upon release.
5. Upon being dispatched, the PRFD may, at their discretion, send PRFD paid personnel on Federal emergency assignments as PRFD personnel and bill the US Forest Service for the actual cost. Personnel on assignment as PRFD personnel shall be paid in accordance with the PRFD pay plan including fringe benefits. The PRFD will notify the El Yunque National Forest dispatch when personnel are working as PRFD personnel; otherwise, the personnel will be considered as Administratively Determined Personnel and paid in accordance with the AD Pay Plan. Changing of pay plans shall not occur during an assignment.
6. Incident Management Teams, hand crews, helicopter modules, and engine crews or strike teams will consist of Administratively Determined (AD) personnel. These resources shall all be paid within the confines of a single pay plan. Any deviation from this policy must be approved by the agency heads prior to deployment.

(a) Rates of pay for crew personnel are as follows and as listed in the current pay plan for emergency firefighters by AD classification. The minimum for these positions are listed below..

Crew Boss	AD-F
IC Type 5	AD-E
Squad Boss	AD-D
Firefighter	AD-C

(b) Other positions will be classified per the Interagency Fire Business Handbook and paid the current rate as provided by the NWCG Incident Business Practices Working Team. New AD rates will become effective each year upon receipt by the El Yunque Dispatch office

(c) Type 2 Crews will be 20 persons organized as a Crew Boss and three 6-person squads with a designated squad boss. One trainee will be sent with each crew, either as a Squad Boss or as a Crew Boss trainee. If a Crew Representative is assigned for the duration of the assignment, the crew size will be reduced to 19 with no trainee. Type 2 IA (Initial Attack) Crews will be 20 persons organized as a Crew Boss, 3 Incident Commanders Type 5, 3 chainsaw operators, and 12 firefighters. One trainee will be sent with each crew, either as a ICT5 trainee or a CRWB trainee. Crew Bosses, Squad Bosses, ICT5s, Chainsaw operators, and trainees will be used on an established rotation, when available, regardless of host agency. The remaining 12 firefighters will be selected evenly from the agencies to this agreement – 3 from Fish and Wildlife, 3 from Puerto Rico Fire Department, 3 from Park Service, and 3 from Forest Service. Parties agree to develop resources to meet the Type 2 IA requirements in order to qualify for more frequent deployment opportunities.

(d) All non-federal resources obtained through the PRFD shall meet the NWCG Wildland Fire Qualifications Guide 310-1 for the fire position they are to hold, including fitness score. They must have in their possession a current Incident Qualifications Card (Red card) issued by the PRFD.

(e) PRFD will issue each crew member, prior to departing, the following equipment: (Federal agencies may be able to provide equipment and support as needed).

- 1 Personal gear pack (red bag)
- 1 Field Pack, firefighter
- 2 Fire shirts
- 2 Fire Pants
- 1 New Generation Fire shelter with carrying case
- 1 Head Lamp
- 1 Pair of goggles
- 1 Pair of leather work gloves
- 2 Quart canteens with carrying cases

In addition to the above, each squad boss will be issued 1 pocket first aid kit, and each crew boss will be issued one belt type first aid kit.

PREPAREDNESS

Protection Planning

Federal Agencies shall make PRFD personnel aware of the pre-planned initial attack plans and policies included in their Fire Management Action Plans (FMAP). This can be done through cooperator meetings, one-on-one contacts or by providing Fire Department personnel copies of the Fire Management Action Plans. In turn, PRFD will make Federal Agency personnel aware of Commonwealth resources and policies.

The Agencies to this Agreement will have annual cooperator meetings so that all agencies will know what resources are available, procedures to use, etc. Key emergency contact lists for the agencies will be provided to each agency with updates as changes in personnel or contact information occurs.

Protection Areas and Boundaries

Maps of protection and boundary areas are available from each Agency to this Agreement and are not included in this document. They are displayed in PRFD and Federal Agency Dispatch Centers.

Mutual Threat Zones

The Agencies to this Agreement agree to define Mutual Threat Zones along the boundaries of the Federal Agency lands in the state. A Mutual Threat Zone is defined as a geographical area between two or more jurisdictions onto which representatives from these jurisdictions would respond on initial attack. Due to the complexities of boundary locations and maintaining detailed maps on these Mutual Threat Zones, Agencies to this Agreement agree to define the Mutual Threat Zone as 3 miles on either side of the Federal Agency boundaries.

The established mutual threat zone does not change the normal responsibilities of the Agencies to this Agreement. The PRFD is primarily responsible for suppressing fires on non-federal land. The Federal Agency is primarily responsible for suppressing fires on federal land. The Agencies to this Agreement have no legislated responsibility for structural fire suppression; however, agencies to this document place high priority on the protection of lives and structures endangered by wildland fires.

When a fire is reported on lands outside the mutual threat zones and not under the jurisdiction of the agency receiving the report, the agency receiving the fire report will notify the agency with jurisdictional responsibility that a fire has occurred. The agency with jurisdictional responsibility will dispatch appropriate fire control resources to the fire or may request assistance from the agency that reported the fire. Requested assistance provided will be reimbursable by the agency having jurisdictional responsibility unless otherwise agreed upon.

Mutual Aid

Mutual Aid is any form of free direct assistance from one fire agency in support of another during an emergency, based upon a pre-arrangement between the agencies involved. If the agency having jurisdictional authority requests continued assistance from the initial attack

agency, suppression costs are reimbursable after the first 48 hours from the time that the first resources arrive at the incident. If the jurisdictional agency cannot be contacted by the responding agency, suppression action will be continued by the responding agency with reasonable and necessary suppression costs reimbursed by the jurisdictional agency for suppression action taken. All costs incurred after the initial 48 hour period are reimbursable unless agreed to in writing by the Fire Chief and the agency administrator for the Federal Agency that has jurisdictional responsibility.

Puerto Rico Fire Department's initial attack forces will be the crew (temporary or permanent personnel) and equipment normally available within the county where the wildland fire occurs. These forces are considered to be initial attack resources for use in the mutual threat zones, and are non-reimbursable for the first 48 hours. This does not include pick-up firefighters or aerial resources that were requested by agency of jurisdiction.

PRFD will assume initial attack on fires reported within El Yunque National Forest. They will inform El Yunque Dispatch immediately of such fires, and will advise of any containment and control issues.

Protection, Firefighting Equipment and Facilities Available for Cooperative Use

The Agencies to this Agreement may loan to each other, without charge, fire suppression and related equipment as needed and if available. Resource order forms will be used to request and document the use of the loaned equipment. The borrowing agency shall be responsible for normal maintenance and any repairs made necessary by the borrowing agency's use. The borrowing agency should bear any costs related to shipping or handling for securing loaned equipment.

Acquisition of Services

Significant cooperator resources being ordered between PRFD and Federal Agencies will be considered for reimbursement of services. Documented resource orders and appropriate time/equipment/aircraft use forms will be used to construct reimbursement charges for extended attack fires. Aircraft used on initial attack operations and other specialized initial attack resources may also be reimbursed, particularly if they are high cost items or if mobilization costs are significant. Reimbursement rates are contained in the Southern Area Mobilization Guide. Personnel and equipment reimbursements will be at the rates currently published by the state. The rates provided in the Southern Area Mobilization Guide should be regarded as examples only and subject to change. It will be the protecting (providing) agency's responsibility to submit the billing for reimbursement for all cooperator agency resources to the responsible official of the benefiting agency.

Joint Projects and Project Plans

It will be the responsibility of agency administrators to document joint cooperative projects, including objectives, roles of each agency, and financial plans.

Fire Prevention Policies

The Agencies to this Agreement will pursue opportunities to build capacity in the area of Fire

Prevention and Education with consideration towards establishment of a Fire Prevention Education Team.

Burning Authorization Procedures

Puerto Rico Department of Environmental Quality must approve any planned burns.

Burning Bans and Closure Orders

The Agencies to this Agreement will implement and enforce respective closure orders and bans on outdoor burning as empowered by laws and regulations. Before taking such action, Agencies to this Agreement will determine the seriousness of the situation and will exercise every reasonable effort to ensure coordinated, simultaneous action. During an outdoor burning ban, portable gas stoves in undeveloped Federal Agency areas and campfires in fireplaces or grills within the Federal Agency developed campgrounds may be permissible.

Prescribed Fire and Fuels Management

All parties to this agreement will notify the other agencies of any planned prescribed fire trainings and projects, and will assist each other with prescribed fire trainings and projects as their agency policy allows. When possible, and where qualified, personnel from other agencies will be invited to participate for training and experience opportunities.

Smoke Management

The Environmental Quality Board's smoke management regulations will be observed by all parties to this agreement.

Training

Each agency should coordinate and cooperate with making emergency response training available to each other. Cost should be kept to a minimum as related to lodging, meals, and supplies needed for the training session. Agencies to this agreement will formulate a short and long range plan for interagency training needs based on common goals. When instructor costs are entailed for trainings coordinated which meet common goals, agencies will agree to discuss instructor costs and share as appropriate. When possible, individual agency trainings will be open to the other agencies to this agreement.

Communication Systems

Each party will notify the other of any additional frequencies acquired by either agency or changes in frequencies that effects fire operations. Approvals for use by the other party will be documented in a letter as per FCC regulations.

The purpose of this paragraph is to establish items and conditions for an agency to install radio base station equipment, remote weather stations, or other mutually agreed electronic equipment at a site owned by the other agency.

- The requesting agency will be responsible for the installation and maintenance of their equipment installed at the site and will pay all costs associated with the installation, operation, and maintenance of the equipment.

- Each Agency agrees to :
 - Abide by the instructions received from the appropriate Agency Communications Manager or program Manager of the site owner with respect to equipment installation.
 - Eliminate any interference with communications or operation of the site owner that result from the installation of the additional equipment. If such interference cannot be eliminated to the satisfaction of the site owner, the installing Agency shall promptly terminate use of the site and remove its equipment within ninety days of receipt of written notification from the site owner.
 - Specific electronics equipment and associated equipment will be mutually agreed to on a case by case basis.

Fire Weather Systems

Federal and Commonwealth agencies maintain several automated fire weather stations. Agencies to this Agreement will be responsible for the upkeep and maintenance of its respective stations, or be involved in agreements which provide for upkeep and maintenance, as well as establishing the stations in the Weather Information Management System (WIMS) at Kansas City.

The Agencies to this Agreement make mutual use of each other's automated stations for suppression and prescribed fire.

It is the intention of the Agencies to this Agreement to coordinate fully on prescribed burning activities. This coordination requires that Agencies to this Agreement have access to National Weather Service spot forecasts and to utilize the NWS generated NFDRS Point Forecasts.

Public Information Policy

It is the intent of the Agencies to this Agreement to fully cooperate in seeking out media opportunities associated with fire suppression and prevention activities in Puerto Rico. The purpose of this effort is to fully inform the public of the risks associated with wildfires and the roles and cooperative efforts of the Agencies to this Agreement in fighting wildfires and protecting life and property.

1. In ongoing contacts with media, Agencies to this Agreement will continue to clarify the different agency contributions to fire suppression and other emergency responses to natural disasters.
2. A news release letterhead will be used that reflects all of the participating agencies covered under the cooperative agreement. To the extent feasible, this interagency letterhead will be used for all news releases issued by the Fire Dispatch Centers, including those distributed electronically.
3. Develop and agree on standard guidelines to be used in dealing with the media in the event of major injuries or fatalities on fires or other incidents. These guidelines will be distributed among personnel responsible for media contacts and front line and fire dispatch personnel.
4. Develop and agree on standard guidelines for the distribution of news releases associated with

fires and other incidents. Each agency will pursue opportunities for cooperation in distributing news releases, relying on each other's media contact networks and geographic locations.

5. In general, opportunities will be pursued for joint cooperation on news releases, including, but not limited to fire prevention messages as well as cooperative efforts in fire suppression.

6. When multiple agencies are involved in a joint fire suppression activity or other incident, or when a news release by one agency is likely to have a direct impact on the other agency, either issue a joint news release, or as a minimum, coordinate in advance the content and timing of releases. A joint information center (JIC) is recommended for longer duration, critically sensitive, or a large scale incident involving multiple jurisdictions.

7. For other news releases, provide courtesy copies of news releases to other agency.

8. When crews are being dispatched through the interagency fire dispatch center, seek out media opportunities to cover crews leaving and returning. Provide Information Officers at airports or other staging areas to facilitate media coverage. When appropriate, seek out spokespersons of the Agencies to this Agreement to interact with media on site.

OPERATIONS

Fire Notifications

Agencies will notify protecting agency of any fires detected on such agency's lands as quickly as possible. This includes false alarm and natural out fires as well as fires responded to. The reporting agency will provide adequate information to meet the protecting agency's standards for fire reporting.

Boundary Line Fires

Fires within mutual threat zones may be responded to by either agency's resources. Responders should respect pre-suppression plans, SOPs, and fire management objectives established in the protecting agency's guiding documents (FMP, FLMP, etc.). Agency administrators or their designated representatives must be notified as quickly as possible in order to ensure resource advisors and fire resources are assigned to assist the responding agency.

Law Enforcement

Agencies to this Agreement will coordinate with the other to render mutual assistance in law enforcement activities, the gathering of evidence and in actual court prosecutions to the fullest extent practicable in accordance with the following protocols:

- On fires that start on Federal Agency property and burn entirely on federal property, the Federal Agency will investigate and charge suspects.
- On fires that burn on private and federal property, the Agencies to this Agreement will consult on the investigation and determine which agency will charge any suspects.
- Responding agencies will do everything within their ability to locate and protect the origin of all fires so that cause may be properly investigated and determined. Responding agency will assist with all fire investigations to the extent possible.

Land Management Considerations

USFS: The use of Minimal Impact Suppression Tactics (MIST) shall be used on all wilderness areas. No mechanized equipment (chainsaws, leaf blowers, dozers, etc.) will be used except by approval of Forest Supervisor and/or Regional Forester.

Unless otherwise agreed, the Jurisdictional Agency will provide an Agency representative with appropriate environmental technical expertise to advise a Protecting Agency of any special management considerations that may influence suppression action. The cost of these individuals shall be paid by the Jurisdictional Agency. The Incident Commander will incorporate special management considerations into the incident planning process, subject to the delegation of authority.

Delegation of Authority

The local unit's Agency Administrator will delegate responsibility to any incoming Incident Command Team according to their agency's policies. This delegation will specify the scope of the incoming IC's responsibilities and identify values to protect, resources available, and special considerations for managing the incident, as well as Agency Representatives and Resource Advisors. They will specify whether or not the incoming IC will have Initial Attack

Responsibility for additional wildland fires within the agency’s jurisdiction. Copies of the FMP, FLMP and other agency documents will be made available to the incoming team.

Designation of Authorized Agency Representatives

The representatives authorized to sign this annual action plan are:

El Yunque National Forest:	Forest Supervisor
San Juan National Historic Site:	Park Superintendent
Caribbean Islands Refuge Systems:	Project Leader
Puerto Rico Fire Department:	Fire Chief

USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES

Reimbursement of Costs and Services for Fire Emergencies

Persons having express authority to incur expenditures under this provision are:

El Yunque National Forest
Forest Supervisor
Supervisory Biological Scientist

Puerto Rico Fire Department
Fire Chief

San Juan National Historic Site
Park Superintendent

Caribbean Islands National Wildlife Refuge
Project Leader

Applicable rates for the following items will be the rate that is currently in use at the time of dispatch.

- Emergency Firefighter (AD) rates as found in the current Incident Business Management Handbook.
- Equipment rates as found in the current Southern Area Mobilization Guide.
- Aircraft rates as found in the current Southern Area Mobilization Guide.

Reimbursable Services

Reimbursable in-state services will be rendered only at the request of the other agency. Out-of-state reimbursable services will be rendered at the request of the designated officials in the Agencies to this Agreement. In all cases, personnel salaries for Agencies to this Agreement will include the costs of retirement, Social Security, health insurance and other similar costs that the respective Agency is normally responsible for paying. The salary rates, including all of these additional costs, will be those current at the time of the rendered services. Overtime will be paid at one and one half times base pay for all PRFD personnel (non-exempt and exempt).

Personnel from the Agencies to this Agreement will complete, maintain, and share daily documentation on all reimbursable incidents. This will include, at a minimum, unit logs and daily time reports showing hours worked and equipment use records for equipment showing hours/mileage operated. Additional forms may be required depending on incident requirements.

Non-Wildland Fire Emergencies

The agencies are heavily involved in emergencies other than wildland fire. Any agency may request assistance from the other for non-wildland fire emergencies (hurricanes, floods, etc.). When such assistance is provided, the sending agency will invoice the receiving agency for those resources as appropriate. Agencies with available resources agree to assist each other for up to

48 hours before the sending agency invoices the receiving agency. In case of a request for assistance on a federally declared non-wildland fire emergency, the state will respond and be reimbursed relative to the criteria set forth in the Stafford Act referenced in the Cooperative Agreement. Current established rates for fire suppression equipment and personnel will be used. State employees may also be hired as Administratively Determined (AD) Employees.

Equipment – Out of State Dispatching

In the unlikely event that Federal Agencies need the services of the PRFD's engine units, or any other equipment, or supplies outside of the state, the El Yunque NF Dispatcher shall make the request through the Puerto Rico Fire Department's Main Office. Reimbursement for these services will be through the same procedures under this Agreement as for in-state reimbursable services.

All travel vouchers and bills for State assistance to the Federal Agency should be submitted no later than 120 days after return from detail (or an obligation estimate by September 30 if the accounting information is not available). If the PRFD cannot meet the 120-day requirement the Federal Agency will be notified with an expected invoicing date to the following address for the appropriate agency:

Fire Management
USDA Forest Service
HC01 Box 13490
Rio Grande, PR 00745

Bills for Federal Agency assistance to the PRFD shall be sent to:

Puerto Rico Fire Department
PO Box 13324
San Juan, PR 00908-3325

Payments to the Forest Service shall be made to:

USDA Forest Service
C/O Citibank
P.O. Box 894183
Los Angeles, CA 90189-4183

Payments to or bills for services provided to the National Park Service will be mailed to:

DOI National Park Service
Fire Management
1924 Building 100 Alabama St.
Atlanta, GA 30303

Payments to or bills for services provided to the US Fish & Wildlife Service will be mailed to:

US Fish and Wildlife Service
Fire Management Division
1875 Century Blvd, Suite 420
Atlanta, GA 30345

The Federal Agency shall bill the PRFD within 120 days after return from detail, but in situations involving large incidents or cost share agreements it will be necessary to delay billing until all costs have been collected and verified. If a continuing federal incident is in progress, the Federal Agency shall furnish an estimate of costs by June 15. When the Federal Agency participates on PRFD incidents under this reimbursable part of the Agreement, the PRFD will pay all expenses such as salaries, overtime, per diem, travel, etc at the current Federal Agency rates.

For Agencies to this Agreement, backup documents will be kept for auditing purposes on file at the respective office making payments for services. Documents such as Emergency Firefighter Time Reports showing hours worked, Agency's time reports for time worked on home units during the same pay period, Equipment Use Records, Flight Use Invoices, etc., will be retained per prescribed regulations.

Fire Suppression Billings

Provide as a minimum on each invoice/bill:

- Cooperator 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 incident number (Puerto Rico Fire Department code, or Department of Interior Fire Code, or Forest Service P-code/override)
- Summary cost data for the amount being billed. Use incident generated cost information or standard generated cost reports generated by the Agency to support the billing whenever possible
- Copy of Resource Order

Generally cost source documents will not be required unless summary cost data is disputed or another agency requires source documents (i.e. FEMA). Summary cost data will include, but not be limited to, a list of personnel expenses including base, overtime and travel and a listing by vendor name and amount spent for supplies and services procured. If available, also include a list of resource unit numbers or Agency equivalent covered by the billing.

Contested 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 contested items. Contested items will be resolved not later than 60 days following receipt of the written notice. The uncontested portion of the bill will be paid and a new bill will be issued for the contested amount.

Obligations

For year-end obligation purposes, the Federal Agency will submit unpaid obligation figures to the Fire Department by June 1. The Fire Department will submit unpaid obligation figures to the Federal Agencies by September 1 for the current billing year. Incident name, date, incident

number and federal job code and override code will be submitted for all obligations.

Fee Basis Acquisition of Services

Annual Statewide plans and procurement documents will establish billing procedures for Fee Basis Protection Services. An indirect cost rate will not be assessed.

Non-Suppression (e.g., Fuels Treatment) Billings

The Agencies to this Agreement may bill for activities not related to fire suppression within their authorities. For example, within existing legal authorities, this may include reimbursement to states for expenses incurred in accepting dispatches in response to non-wildfire emergencies. Billing arrangements for such activities will be documented on procurement documents or project plans and an indirect cost rate will be assessed. Provisions described above also apply to these billings. Billings will outline services performed and include a copy of, or reference, the applicable operating plan if available.

Interagency Air Operations

General

There are currently no air resources in use under this agreement. Agencies agree to actively pursue options to locate quality air resources for emergency use.

Initial Attack

In Mutual Threat Zones

When Agencies to this Agreement have resources available, they may take initial attack on fires within the mutual threat zone. This may be based on the closest force concept if the fire managers involved from each agency agree on the actions to be taken. When an agency makes the initial attack on a fire that would normally be considered the primary responsibility of the other agency, the agency primarily responsible will take over the fire as soon as possible after initial attack. These forces are considered to be initial attack resources for use in the mutual threat zones, and are non-reimbursable for the first 48 hours. This does not include pick-up firefighters or any aerial resources that were requested by agency of jurisdiction. Specific to this agreement, Puerto Rico Fire Department will respond to Forest Service initial attack. If fire is not able to be controlled within first period, Fire Department will inform El Yunque Fire Dispatch.

Outside Mutual Threat Zone

Agencies to this Agreement will make an appropriate management response to all wildland fires. They may take an immediate initial attack action on any fire it discovers, irrespective of jurisdictional responsibility. Fires will be immediately reported to the agency having jurisdiction. The jurisdictional agency will dispatch resources to replace the initial attack resources or may request continued assistance. If the agency having jurisdictional authority requests continued assistance from the initial attack agency, suppression costs may be reimbursable if not covered elsewhere in this agreement. If the jurisdictional agency cannot be contacted by the responding

agency, suppression action will be continued by the responding agency and may be reimbursed by the jurisdictional agency for suppression action taken.

Joint Jurisdictional Fires

Joint Jurisdiction Fires are those fires burning on two or more jurisdictions and which start outside of the mutual threat zone, burn beyond the mutual threat zone, or require suppression action beyond the first 48 hours within the mutual threat zone. Except for non-reimbursable initial attack resources specified previously, costs shall be apportioned by acreage burned within each agency's jurisdiction or another method agreeable to both agencies.

The agency that has borne more than its apportioned share of the costs shall bill the other agency for the difference between its expended costs and its apportioned share of total costs. To the extent practicable, the agencies shall agree on the resources needed to meet overall suppression objectives. However, this does not preclude one of the Agencies committing additional resources to meet its needs, in which event, that agency shall bear the cost of that added resource.

Joint Jurisdiction Fire Procedures on Extended Attack Incidents

The Caribbean Area Multi-Agency Coordinating Group (MAC Group) organization may be used when it is more effective and efficient to coordinate the ordering and assignment of wildland fire suppression resources. Some examples of when to establish the group are:

- Joint fires burning on lands where Agencies to this Agreement have responsibility.
- Agencies to this Agreement have significant values at risk.
- Significant resources committed by Agencies to this Agreement.

The decision to use or initiate the MAC Group organization will be discussed among designee.

The MAC Group Operations Guide will be used in establishing the MAC Group. Mission, Authorities, and Organization are outlined in the Guide.

Electronic Funds Transfer (EFT)

The Fire Department shall designate a financial institution or an authorized payment agent through which a federal payment may be made in accordance with U.S. Treasury Regulations, Money, and Finance at 31 CFR 208. This CFR requires that federal payments are to be made by EFT to the maximum extent possible. A waiver may be requested and payments received by check by certifying in writing that one of the following situations apply:

- The payment recipient does not have an account at a financial institution.
- EFT creates a financial hardship because direct deposit will cost the payment recipient more than receiving the check.
- The payment recipient has a physical or mental disability, or a geographic, language, or literacy barrier.

In order to receive EFT payments, the Fire Department shall register in the Central Contractor Registry (CCR) at www.ccr.gov and follow the instructions on line. For assistance, contact the CCR Assistance Center at 888-227-2423 or 269-961-4725.

SIGNATURES

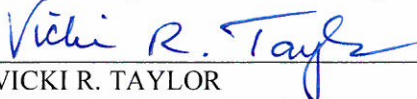
USDA Forest Service
El Yunque National Forest

PABLO CRUZ
Forest Supervisor

Date

USDA Forest Service Grants Management Specialist

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


VICKI R. TAYLOR
Grants Management Specialist

11/24/2014
Date

USDI Fish & Wildlife Service
Caribbean Islands National Wildlife Refuge

SUSAN SILANDER
Project Leader

Date

USDI National Park Service
San Juan National Historical Site

WALTER CHAVEZ
Park Superintendent

Date

Commonwealth of Puerto Rico
Puerto Rico Fire Department

ANGEL CRESPO
Chief

Date

LIST OF APPENDICES

Appendix A Multi Agency Contact List

Appendix A – Multi Agency Contact List

Caribbean Islands National Wildlife Refuge

Susan Silander, Project Leader	787-851-7297
Cass Palmer, FMO	239-682-9647
James Padilla, Fire Dispatch	787-365-2202

El Yunque National Forest Service

Pablo Cruz, Forest Supervisor	787-888-5607
Pedro Rios, Ecosystem Mgt. Staff Officer	787-888-5655
Bruce Drapeau, Fire Dispatch	787-888-5667

Puerto Rico Fire Department

Angel Crespo, Chief	787-725-3444
Joel Figueroa, Federal Affairs	787-725-3444

San Juan National Historic Site

Walter Chavez, Park Superintendent	787-729-6777
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