MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT

Between

UNITED STATES DEPARTMENT OF THE INTERIOR

BUREAU OF LAND MANAGEMENT
New Mexico State Office, BLM Agreement # MOU-NM-2013-NM952-003

NATIONAL PARK SERVICE
Intermountain Region NPS Agreement #F1249150001

BUREAU OF INDIAN AFFAIRS
Southern Plains Region, BIA Agreement # AGB00100007

UNITED STATES FISH AND WILDLIFE SERVICE
(Southwest Region FWS Agreement # 20181-A-J838)

UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE
(Region 8- Southern Region USFS-R8 Agreement # 15-FI-11081600-037 specifically National Forests and Grasslands in Texas, Region 8 And

Region 3- Southwestern Region, USFS-R3 Agreement #15-FI-11031600-075 specifically Cibola National Forests and Grasslands and Lincoln National Forest in Texas

STATE OF TEXAS

Texas Parks and Wildlife Department
TPWD Agreement #217855

And
Texas A&M Forest Service
TFS Agreement #CO-15-143

I) By THE FOLLOWING 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

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II) 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 management and non-wildland 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.

III) PARTIES TO THE AGREEMENT

The Parties to this Agreement are:

The State of Texas, Texas A&M Forest Service, a member of the Texas A&M University, hereinafter called Texas or when referred jointly with other states in this agreement called the "States"; and

The State of Texas, Texas Parks and Wildlife Department, hereinafter referred to as TPWD

The United States Department of Agriculture Forest Service, Southwestern Region, R-3; hereinafter called the "USFS R-3"; and

The United States Department of Agriculture Forest Service, Southern Region, R-8, National Forests and Grasslands in Texas; hereinafter called the "USFS R-8";

The United States Department of the Interior, National Park Service, Intermountain Region, hereinafter called the "NPS"; and

The United States Department of the Interior, Fish and Wildlife Service, Southwestern Region, hereinafter called "FWS"; and

The United States Department of the Interior, Bureau of Indian Affairs, Southern Plains Region, hereinafter called the "BIA"; and

The United States Department of the Interior, Bureau of Land Management, New Mexico State Office, hereinafter called the "BLM" and

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

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

IV) 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 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 NWCG Glossary of Wildland Fire Terminology, found on the "Publications" page of the National Wildfire Coordinating Group web-page (www.NWCG.gov, or by direct link at http://www.nwcg.gov/pms/pubs/glossary/index.htm), and Stafford Act Response terminology corresponds to the FEMA NIMS glossary, available at in the NIMS document (downloadable at http://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 that 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, Operating Plans, Joint Projects and Project Plans, 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

V) PERIOD OF PERFORMANCE

1. **Commencement/Expiration:** This Agreement shall be effective and in effect for five years, beginning July 1, 2015.

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 November 15th) 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 Texas, USFS and DOI agencies, if applicable.
USFS-R8 Agreement # 10-FI-11081300-001, FWS Agreement # 20181-A-J838, NPS Agreement # F1249100008, BIA Agreement # AGB00100007, BLM Agreement # MOU-NM-2013-NM952-003, TPWD Agreement # 217855, TFS Agreement # CO-10-265.

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.

VI) RECITALS

1. Lands for which the State are responsible for wildland fire protection in the State of Texas 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 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 State is 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 National Response Framework (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 Federal Emergency Management Agency (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** - The 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, etc.
c. **Supporting Agency** - An 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:

VII) INTERAGENCY COOPERATION

10. Texas Multi-Agency **Coordinating Group** (TMAC **Group):** provides coordination and recommendations for all federal interagency fire management activities in the State of Texas east of the 100th meridian. Membership, procedures, and guidelines will be agreed to and documented in the TMAC Group Charter (Memorandum of Understanding and/or Standard Operating Procedures).

    Southwest **Area Multi-Agency Coordinating Group** (SWA MAC **Group):** provides coordination and recommendations for all federal interagency fire management activities in the State of Texas west of the 100th meridian. Membership, procedures, and guidelines will be agreed to and documented in the SWA MAC Group Charter (Memorandum of Understanding and/or Standard Operating Procedures).

11. **National Incident Management System:** The Parties to this Agreement will operate under the concepts defined in the *National Incident Management System* (NIMS). In implementing these concepts, Parties to this Agreement will be expected to follow the National Wildfire Coordinating Group's (NWCG) 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. These 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.

12. **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. Texas Interagency Coordination Center (TICC) **Geographic Area Operating Plan**

TICC Geographic Area Operating Plans will address issues affecting Geographic Area-wide cooperation. The Geographic Area Operating Plan will be approved by the signatory State and Federal NWCG member agencies.

The National Interagency 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 NWCG 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).

13. **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.

14. **Texas Interagency Coordination Center (TICC)/Southwest Coordination Center (SWCC):** The Parties to this Agreement recognize the Texas Interagency Coordination Center in Hudson, as the Geographic Area Coordination Center (GACC) for the State of Texas for federal agencies east of the 100th meridian with Alamogordo and Albuquerque dispatch federal resources in West Texas. The Parties to this Agreement will coordinate, mobilize and demobilize emergency management resources through the Geographic Area Coordination Center as appropriate. Parties to this Agreement are not precluded from independent movement of resources.

15. **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.

16. **State to State response:** Should a State Party to this Agreement intend to utilize the assistance of the Forest Service to seek State reimbursement for amounts expended for resources and services provided to another State for the management and suppression of wildfire, that State shall agree to meet the 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. Should a State Party to this Agreement intend to utilize the assistance of the Forest Service 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.

17. **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.

VIII) PREPAREDNESS

18. **Protection Planning:** Annually, before October 1, 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.

19. **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.

20. **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 should not exceed 24 hours (unless specifically stated agreed upon by separate agreement or contract) 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 Exhibit item regarding Reimbursable Billings and Payments.*

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.

21. **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.

22. **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 share costs. Unit Administrators are encouraged to participate in local fire prevention cooperatives, organizations, or groups, where applicable.

23. **Public Use Restrictions:** Guidelines for implementing restrictions and closures shall be established by a separate MOU or agreement, and/or in an Operating Plan.

24. **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.

25. **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.

26. **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.

IX) OPERATIONS

27. **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.
28. **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.

29. **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, the agencies will mutually agree to the designation of an Incident Command organization.

30. **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.

31. **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.

32. **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.

33. **Delegation of Authority**: Operating plans will document procedures and criteria for Unit Administrators to specify direction, authority, and financial management guidelines to Incident Commanders.

34. **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.

35. **Stafford Act Response:** For Stafford Act responses, procedures and requirements established in the National Response Framework (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.

X) USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES

36. **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 Texas, 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.

37. **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.

38. **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 Clauses 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.

39. **Procurement:** At the time of the incident, the affected agencies will determine the appropriate procurement procedures that will be utilized.

40. **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.

41. **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.

42. **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.

43. **Communication Systems:** 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 agreement shall be approved only by Agency authorized personnel and in accordance with agency laws, regulations and policies governing security of systems and facilities.

44. **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 TICC Geographic Area is the 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.

45. **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 both the Southwest and Southern Area Geographic Area Operating Plan for specific direction in the use of aircraft.)

46. **Billing Procedures:** Specifics detailed in Exhibit D, Reimbursable Billings and Payments.

47. **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. 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.

48. **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.

XI) GENERAL PROVISIONS

49. **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.

50. **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.

51. **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 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.

52. **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 3 years from date of the expiration or termination. 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.

53. **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 made up of representatives from affected Agencies, as appropriate.

54. **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.

55. **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.

56. **Equipment, Supplies, Cache Items:** There is recognition 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, the parties agree that the Receiving/supporting Party shall repair 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.

57. **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.

58. **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.

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

USDOI FISH AND WILDLIFE SERVICE
Southwest Region

_____
Regional Director
Date:_____

_____
Contracting Officer FWS-19072
Date:_____

USDOI BUREAU OF LAND MANAGEMENT
AFFAIRS
New Mexico State Office

_____
State Director
Date:_____

_____
Contracting Officer

Date:_____

USDA FOREST SERVICE
National Forests & Grasslands in Texas

Mark E. Van Every
Forest Supervisor
Date: 7/29/15

Vicki R. Taylor
Agreements Specialist
Date: 07/27/2015

USDA FOREST SERVICE
Southwestern Region

_____
Regional Forester
Date:_____

_____
Agreements Specialist
Date:_____

USDOI NATIONAL PARK SERVICE
Intermountain Region

_____
Regional Director
Date:_____

_____
Contracting Officer
Date:_____

USDOI BUREAU OF INDIAN

Southern Plains Region

_____
Regional Director
Date:_____

_____
Contracting Officer

Date:_____

STATE OF TEXAS
Texas A&M Forest Service

_____
Director and State Forester
Date:_____

_____
Agreements Coordinator
Date:_____

STATE OF Texas -Texas Parks and
Wildlife Division

_____
Director of TPWD
Date:_____

_____
Agreements Coordinator
Date:_____

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

USDOI FISH AND WILDLIFE SERVICE
Southwest Region

ACTING Joy E. Nicholopoulos AUG 05 2015
Regional Director
Date:_____

_____
Contracting Officer FWS-19072
Date:_____

USDOI NATIONAL PARK SERVICE
Intermountain Region

_____
Regional Director
Date:_____

_____
Contracting Officer
Date:_____

USDOI BUREAU OF LAND MANAGEMENT AFFAIRS
New Mexico State Office

_____
State Director
Date:_____

_____
Contracting Officer

Date:_____

USDOI BUREAU OF INDIAN

Southern Plains Region

_____
Regional Director
Date:_____

_____
Contracting Officer

Date:_____

USDA FOREST SERVICE
National Forests & Grasslands in Texas

_____
Forest Supervisor
Date:_____

Vicki R. Taylor
Agreements Specialist
Date: 07/27/2015

STATE OF TEXAS
Texas A&M Forest Service

_____
Director and State Forester
Date:_____

_____
Agreements Coordinator
Date:_____

USDA FOREST SERVICE
Southwestern Region

_____
Regional Forester
Date:_____

_____
Agreements Specialist
Date:_____

STATE OF Texas -Texas Parks and Wildlife Division

_____
Director of TPWD
Date:_____

_____
Agreements Coordinator
Date:_____

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

USDOI FISH AND WILDLIFE SERVICE
Southwest Region

_____
Regional Director
Date:_____

_____
Contracting Officer FWS-19072
Date:_____

USDOI BUREAU OF LAND MANAGEMENT
AFFAIRS
New Mexico State Office

_____
State Director
Date:_____

_____
Contracting Officer

Date:_____

USDA FOREST SERVICE
National Forests & Grasslands in Texas

_____
Forest Supervisor
Date:_____

Vicki R. Taylor
Agreements Specialist
Date: 07/27/2015

USDA FOREST SERVICE
Southwestern Region

_____
Regional Forester
Date: 8/20/15

_____
Agreements Specialist
Date: 8/17/2015

USDOI NATIONAL PARK SERVICE
Intermountain Region

_____
Regional Director
Date:_____

_____
Contracting Officer
Date:_____

USDOI BUREAU OF INDIAN

Southern Plains Region

_____
Regional Director
Date:_____

_____
Contracting Officer

Date:_____

STATE OF TEXAS
Texas A&M Forest Service

_____
Director and State Forester
Date:_____

_____
Agreements Coordinator
Date:_____

STATE OF Texas -Texas Parks and
Wildlife Division

_____
Director of TPWD
Date:_____

_____
Agreements Coordinator
Date:_____

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

USDOI FISH AND WILDLIFE SERVICE
Southwest Region

Regional Director
Date:

Contracting Officer FWS-19072
Date:

USDOI BUREAU OF LAND MANAGEMENT
~~ASPAIRS~~
New Mexico State Office

Aden L. Seidlitz, Acting
State Director
Date: 8/3/15

Contracting Officer
Date: 7/30/15

USDA FOREST SERVICE
National Forests & Grasslands in Texas

Forest Supervisor
Date:

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USDA FOREST SERVICE
Southwestern Region

Regional Forester
Date:

Agreements Specialist
Date:

USDOI NATIONAL PARK SERVICE
Intermountain Region

Regional Director
Date:

Contracting Officer
Date:

USDOI BUREAU OF INDIAN

Southern Plains Region

Regional Director
Date:

Contracting Officer

Date:

STATE OF TEXAS
Texas A&M Forest Service

Director and State Forester
Date:

Agreements Coordinator
Date:

STATE OF Texas -Texas Parks and Wildlife Division

Director of TPWD
Date:

Agreements Coordinator
Date:

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

USDOI FISH AND WILDLIFE SERVICE
Southwest Region

Regional Director
Date:

Contracting Officer FWS-19072
Date:

USDOI NATIONAL PARK SERVICE
Intermountain Region

Acting Laura Joss
Regional Director
Date: 7/22/15

TRISH FRESQUEZ - HERNANDI
CONTRACTING OFFICER
NATIONAL PARK SERVICE
Contracting Officer
Date:

USDOI BUREAU OF LAND MANAGEMENT AFFAIRS
New Mexico State Office

State Director
Date:

Contracting Officer

Date:

USDOI BUREAU OF INDIAN

Southern Plains Region

Regional Director
Date:

Contracting Officer

Date:

USDA FOREST SERVICE
National Forests & Grasslands in Texas

Forest Supervisor
Date:

Vicki R. Taylor
Agreements Specialist
Date: 07/01/2015

STATE OF TEXAS
Texas A&M Forest Service

Director and State Forester
Date:

Agreements Coordinator
Date:

USDA FOREST SERVICE
Southwestern Region

Regional Forester
Date:

Agreements Specialist
Date:

STATE OF Texas -Texas Parks and Wildlife Division

Director of TPWD
Date

Agreements Coordinator
Date

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

USDOI FISH AND WILDLIFE SERVICE
Southwest Region

_____
Regional Director
Date:_____

_____
Contracting Officer FWS-19072
Date:_____

USDOI NATIONAL PARK SERVICE
Intermountain Region

_____
Regional Director
Date:_____

_____
Contracting Officer
Date:_____

USDOI BUREAU OF LAND MANAGEMENT
AFFAIRS
New Mexico State Office

_____
State Director
Date:_____

_____
Contracting Officer

Date:_____

USDOI BUREAU OF INDIAN

Southern Plains Region

_____
Regional Director
Date:_____

_____
Contracting Officer

Date:_____

USDA FOREST SERVICE
National Forests & Grasslands in Texas

_____
Forest Supervisor
Date:_____

Vicki R. Taylor
Agreements Specialist
Date: 07/27/2015

STATE OF TEXAS
Texas A&M Forest Service

Tom G Boyd
Director and State Forester
Date: 7-30-15

_____
Agreements Coordinator
Date:_____

USDA FOREST SERVICE
Southwestern Region

_____
Regional Forester
Date:_____

_____
Agreements Specialist
Date:_____

STATE OF Texas -Texas Parks and Wildlife Division

_____
Director of TPWD
Date:_____

_____
Agreements Coordinator
Date:_____

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

USDOI FISH AND WILDLIFE SERVICE
Southwest Region

_____
Regional Director
Date:_____

_____
Contracting Officer FWS-19072
Date:_____

USDOI BUREAU OF LAND MANAGEMENT AFFAIRS
New Mexico State Office

_____
State Director
Date:_____

_____
Contracting Officer

Date:_____

USDA FOREST SERVICE
National Forests & Grasslands in Texas

_____
Forest Supervisor
Date:_____

Vicki R. Taylor
Agreements Specialist
Date: 07/27/2015

USDA FOREST SERVICE
Southwestern Region

_____
Regional Forester
Date:_____

_____
Agreements Specialist
Date:_____

USDOI NATIONAL PARK SERVICE
Intermountain Region

_____
Regional Director
Date:_____

_____
Contracting Officer
Date:_____

USDOI BUREAU OF INDIAN

Southern Plains Region

_____
Regional Director
Date:_____

_____
Contracting Officer

Date:_____

STATE OF TEXAS
Texas A&M Forest Service

_____
Director and State Forester
Date:_____

_____
Agreements Coordinator
Date:_____

STATE OF Texas -Texas Parks and Wildlife ~~Division~~ Department

_____
Director of TPWD Carter Smith
Date: 28 July 2015

_____
Agreements Coordinator David Riskind
Date: 7.27.15

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

USDOI FISH AND WILDLIFE SERVICE
Southwest Region

Regional Director
Date:

Contracting Officer FWS-19072
Date:

USDOI BUREAU OF LAND MANAGEMENT
AFFAIRS
New Mexico State Office

State Director
Date:

Contracting Officer

Date:

USDA FOREST SERVICE
National Forests & Grasslands in Texas

Forest Supervisor
Date:

Vicki R. Taylor
Agreements Specialist
Date: 07/27/2015

USDA FOREST SERVICE
Southwestern Region

Regional Forester
Date:

Agreements Specialist
Date:

USDOI NATIONAL PARK SERVICE
Intermountain Region

Regional Director
Date:

Contracting Officer
Date:

USDOI BUREAU OF INDIAN

Southern Plains Region

ACTING
Regional Director
Date: 9-8-15

Contracting Officer

Date: 9/8/2015

STATE OF TEXAS
Texas A&M Forest Service

Director and State Forester
Date:

Agreements Coordinator
Date:

STATE OF Texas -Texas Parks and
Wildlife Division

Director of TPWD
Date:

Agreements Coordinator
Date:

MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT

Exhibit A

Glossary

Agencies: Federal 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 multijurisdictional. 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 hot spots, 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).

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 National Response Framework. 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 Incident Commander 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. Direct charging of these costs, however, may be appropriate if they can be specifically identified to a project or program and the nature of the work performed creates a unique need or requires an extensive amount of support. These situations are considered "unlike circumstances".

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 *National Incident Management System* (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 *National Response Framework* (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 *National Response Framework* (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 provide 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.

Protection Boundaries: Mutually agreed upon boundaries which identify areas of direct incident protection responsibility and are shown on maps in the annual operating plans.

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 fire fighting. 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 Assistance (Assistance by Hire): Incident resources that will be paid for by the requesting Protecting Agency pursuant to this Agreement and its geographic, statewide, or sub-geographic operating plans. Excludes Mutual Aid.

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 Emergency Operations Center (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.

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 National Response Framework (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.

MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT

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, Southern Plains Regions
Mark E. Sahmaunt
Forester
P.O. Box 368
Anadarko, OK 73007
Phone: 405-247-1587
FAX:
E-Mail:mark.sahmaunt@bia.gov

Bureau of Land Management, NM State Office
Shanna Miller
Incident Business Specialist
301 Dinosaur Trail
Santa Fe, NM 87508
Phone:
FAX: 505-954-2194
E-Mail:sgmiller@blm.gov

Forest Service, Southern Region, R8
Peter M. Goetzinger
Forest Fire Management Officer
2221 North Raguet Street
Lufkin, TX 75904
Phone: 936-639-8543
FAX: 936-639-8588
E-Mail: pgoetzinger@fs.fed.us

Forest Service, Southwest Region, R3
Billy Zamora
333 Broadway SE
Albuquerque, NM 87102
Phone: 505-842-3388
FAX:
E-Mail: bzamora@fs.fed.us

National Park Service
Brent Woffinden
Deputy Regional Fire Management Officer
P.O. Box 728
Santa Fe, NW 87504
Phone: 505-988-6018
FAX:
E-Mail: brent_i_woffinden@nps.gov

State Of Texas, Texas A&M Forest Service
Mark Stanford
Fire Chief- Associate Director
200 Technology Way, Suite 1162
College Station, TX 77845
Phone: 979-458-6507
FAX: 979-458-7347
E-Mail: mstaford@tfs.tamu.edu

Texas Parks and Wildlife Department
Jeff Sparks
State Parks Wildland Fire Program Manager
12016 FM 848
Tyler, TX 75707
Phone: 903-566-5698
FAX:
E-Mail: jeff.sparks@tpwd.state.tx.us

U.S. Fish and Wildlife Service
Loren DeRosear
Regional Fire Management Coordinator
P.O Box 1306
Albuquerque, NM 87103
Phone: 505-248-6848
FAX: 505-248-6475
E-Mail: loren_derosear@fws.gov

MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT

EXHIBIT C

Operating Plan Template

Between

TEXAS A&M FOREST SERVICE,
DOI BUREAU OF LAND MANAGEMENT,
DOI FISH & WILDLIFE SERVICE,
DOI NATIONAL PARK SERVICE,
DOI BUREAU OF INDIAN AFFAIRS,
AND
USDA FOREST SERVICE, REGION 3 &
REGION 8 – NATIONAL FORESTS & GRASSLANDS IN TEXAS

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 September 9, 2015 and effective July 1, 2015. 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.

II. PURPOSE

This is a Texas Multi-Agency Coordinating (TMAC) Group and Southwest Area Multi-Agency Coordination (SWA MAC) Group Operating Plan applicable to all signatory parties within the State of Texas. Its purpose is to address statewide issues affecting cooperation, interagency working relationships and protocols, financial arrangements, sharing of resources, and joint activities/projects. The SACC/SWCC and National Mobilization Guides are considered part of this Operating Plan, accordingly.

III. RECITALS

Stafford Act responses and related National Response Framework 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 Incident Management Teams.

IV. INTERAGENCY COOPERATION

A. Interagency Dispatch Centers: The primary coordination center for the State of Texas will be the Texas A&M Forest Service (TFS/State) owned Texas Interagency Coordination Center (TICC), located at Hudson. Use is authorized on a continuous, year-round basis. In addition, during periods of high fire danger or increased activity, the Forest Service may temporarily increase staffing to meet the needs of the situation. TICC will be staffed by State employees and/or Forest Service employees as needed. Federal agencies west of the 100th meridian within the State of Texas use Alamogordo and Albuquerque (Southwest Coordination Center – SWCC) for dispatch of federal resources. The Parties to this Agreement will coordinate, mobilize and demobilize emergency management resources through the Interagency Dispatch Center as appropriate. Parties to this Agreement are not precluded from independent movement of resources.

B. Interagency Resources: All agencies will maintain separate and individual initial attack resources. Agencies' resources will be available to assist the other in all fire management related activities. During periods of extended high fire danger resources may be co-located as deemed necessary.

C. Standards: Texas Multi-Agency Coordinating Group (TMAC Group): provides coordination and recommendations for all federal interagency fire management activities in the State of Texas east of the 100th meridian. Membership, procedures, and guidelines will be agreed to and documented in the TMAC Group Charter (Memorandum of Understanding and/or Standard Operating Procedures).

Southwest Area Multi-Agency Coordinating Group (SWA MAC Group): provides coordination and recommendations for all federal interagency fire management activities in the State of Texas west of the 100th meridian. Membership, procedures, and guidelines will be agreed to and documented in the SWA MAC Group Charter (Memorandum of Understanding and/or Standard Operating Procedures).

D. Drivers Licenses: Drivers 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 vehicle provided that operator meets the current operating guidelines and training requirements of their own Party.

V. PREPAREDNESS

A. Protection Planning: Agencies will maintain responsibility for protection of lands under their jurisdiction. Closest forces concept will be used when appropriate.

B. Protection Areas and Boundaries: Federal agencies will have protection responsibility for lands under their management within the State of Texas. The Texas A&M Forest Service will have protection responsibility for all non-federal lands within the State of Texas.

C. Methods of Fire Protection and Suppression:

- **Reciprocal (Mutual Aid) Fire Assistance:** Non-reimbursable fire protection will be provided by all agencies when fires occur on lands under the responsibility of one agency, but threatening the other agency, or if ownership isn't immediately known. Reciprocal protection will generally be limited to lands within one mile of the property line on the four national forests and the two national grasslands in Texas. Resources will charge to their established ABCD job code until the non-billable mutual aid period is met, at which time they will convert to the established job code for the incident. Maps depicting areas under reciprocal protection will be maintained at each dispatch office and at TICC and SWCC.

    - All requests for assistance will be processed through the State and Forest Service coordinators at TICC.
    - The requesting agency agrees to assume responsibility for making necessary arrangements and paying all expenses for lodging and meals for personnel from the sending agency.
    - Air tactical resources will be utilized on a reimbursable basis on all fires, regardless of reciprocal status of the fire.

- **Acquisition of Services:** All areas that are not under reciprocal protection will be managed according to cooperative protection standards. Assistance from the agency that does not have protection responsibility will be reimbursable. However, if the fire is controlled with initial attack forces within the first 24 hours, there will be no charges or reimbursement by either agency.

  There are currently no areas in Texas that fall under offset or fee basis rules.

D. Joint Projects and Project Plans: If any of the federal agencies and the state agencies wish to engage in joint cooperative projects, such as prescribed fire/fuels management, preparedness, fire analysis/planning, rehabilitation, training, prevention, public affairs, and other beneficial efforts in support of interagency fire management, a Supplemental Fire Project Agreement (as outlined in Exhibit I of the Agreement) will be prepared.

E. Fire Prevention: Each agency will retain rights to limit public use on lands under their jurisdiction. Whenever feasible agencies should coordinate the implementation of restrictions together so there is consistency in a given area.

F. **Public Use Restrictions:** Each agency will follow their individual policies concerning burning permits on lands under their jurisdiction. When feasible, agencies should coordinate the implementation of restrictions for consistency in a given area.

G. **Prescribed Fire (Planned Ignitions) and Fuels Management**: Information concerning prescribed fire or other fuels management projects will be coordinated at TICC/SWCC. State dispatch offices will be notified each day concerning prescribed burns that are being conducted.

H. **Smoke Management**: Prescribed burns will comply with state smoke management guidelines as determined by the Texas Commission on Environmental Quality (TCEQ).

VI. OPERATIONS

A. Fire Notifications:

1. When the Forest Service takes sole action on fires that threaten or involve private lands the following information will be provided to the State:

   a. Location

   b. Suppression action taken. This information will be furnished as soon as possible after the action is taken, or at least later on the same day of the fire occurrence. The appropriate State dispatch office will be notified, as well as the State representative at TICC.

2. When the State takes sole action on fires that threaten federal lands the following information will be provided to the juridictional agency:

   a. Location

   b. Suppression action taken. This information will be furnished as soon as possible after the action is taken, or at least later on the same day of the fire occurrence. The agency dispatcher or contact will be notified.

3. Official Records - For fires occurring partly or entirely on private lands and suppressed solely by the Forest Service, State Form FCD-6 will be completed and mailed to the appropriate Regional Fire Coordinator within one week after the fire.

B. **Boundary Line Fires:** A fire threatening the reciprocal area boundary may be considered a fire within the reciprocal boundary at the discretion of the agency or State officer in charge. Standard fire notification procedures will be followed.

C. **Independent Action on Lands Protected by Another Agency:** Each agency may take independent action in reciprocal areas on any lands under protection responsibility of the other agency.

D. Response to Wildland Fire:

1. **Special Management Considerations:**

- On National Forest (NF) designated Wilderness areas, the use of mechanical equipment will not be undertaken except with advance approval of the Regional Forester, on a case-by-case basis. Locations of NF wilderness areas are available on maps maintained at each dispatch office and at TICC.

E. Decision Process: For fires which are expected to exceed initial attack capabilities all parties involved with lands involved will meet to 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.

F. Cooperation: Pre-season meeting should be held to discuss areas which require a higher priority protection. Values at risk would be identified and ranked in order of priority. This would help set priority in the event that multiple fire starts occurred at the same time and required prioritization. The group should also identify those areas requiring fuels treatment/mitigation for future analysis.

G. Communication/Cost Efficiency: Local level of communication is required. 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: fire fighter 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. Response is control / immediate suppression.

The appropriate management response (Confine, Contain and Control) will be selected for each incident. In the event that the fire will impact adjacent jurisdictions, all parties will be asked to participate in the development of the Wildland Fire Decision Support System (WFDSS).

Communication level is with locals to state, forming unified command early in response, ensuring local priorities are reflected. Using the Unified Command Landowner Liaison Program, including Texas & Southwestern Cattle Raisers Association, Texas Sheep & Goat Raisers' Association to insure input from large area landowners.

H. Delegation of Authority: In the event that overhead teams are called in to stage, or to assume control of an incident, the agency with protection responsibility will prepare the delegation of authority and WFDSS for the incident commander.

I. Preservation of Evidence: Evidence will be preserved in accordance with applicable

Agency regulations and policies.

J. **Resource Advisors:** Each agency reserves the right to assign a resource advisor to coordinate suppression actions on lands under their jurisdiction.

VII. USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES

A. **Cost Share Agreement** (Cost Share Methodologies)**:** 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 campgrounds,
        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.

B. **Training:** Interagency training opportunities can be made available. This can include, but is not limited to the annual fire refresher, wildfire academies, and in house training.

Each agency agrees to operate under National Incident Management System (NIMS) standards as developed by the National Wildfire Coordinating Group (NWCG).

State employees will adhere to the Wildland Fire Qualifications Systems Guide (PMS 310-1) and the U.S. Forest Service employees will adhere to the Forest Service Fire and Aviation Management Qualifications Guide. Each agency will accept the qualifications system used by the other agency.

C. **Communication Systems:** Radios for inter-agency communications will be installed at the following locations:

State: Henderson, Woodville, Livingston
USFS: Hudson

To enhance communications, radio stations may be added, deleted or relocated by mutual agreement between representatives of both agencies. Each agency may install the others radio frequency in its radios for use in cooperative activities. All federal licensing requirements will be followed.

All headquarters and/or dispatch centers of both agencies will have commercial telephone service.

When it becomes necessary for either agency to operate radio equipment belonging to the other agency, all operating procedures of the agency owning the equipment will be followed.

Each agency will maintain its own radios and will cooperate to the fullest extent in maintaining efficient communications between the agencies.

Radio communication will be maintained between patrol planes and State Dispatchers and Forest Service Dispatchers.

D. **Fire Weather Systems:** The State and the federal agencies will share information from RAWS stations owned and/or operated by each respective agency.

E. Incident Meteorological (IMET) Services: 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.

F. **Aviation Operations:** Direction provided in the National Forests & Grasslands in Texas Aviation Management and Safety Plan, and the Texas A&M Forest Service Aviation Management Plan will be followed.

VIII. BILLING PROCEDURES (Refer to Exhibit D of the Master Coop Agreement - Reimbursable Billings and Payments)

A. Suppression Billing:

1) Billing information, provide:
   - Agency name and billing address
   - Financial Contact (name, phone, email)
   - Agency DUNS
2) Billing timeframes – Provide contact information for written request for extensions beyond timeframes established in Reimbursable Billings and Payments, Exhibit D.
3) Indirect Cost Rates, if applicable
4) 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:
   A) Points of Contact
   B) Process for handling requests,
   Any standardized reports information

B. **Fee Based Services** – billings will be in accordance with separate written agreement or contract(s).

C. 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.

D. Stafford Act Billings

1) Refer to Exhibit H of the Master Coop Agreement – Use of and Reimbursement for Shared Resources in Stafford Act Response Actions
2) Billing timeframes – Provide contact information and process required for any written request for extensions beyond timeframes established in Exhibit H.

IX. GENERAL PROVISIONS

A. Principal Contacts: Refer to Exhibit B of Master Coop Agreement – Principal Contacts. Complete and add to this Operating Plan.

B. **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.

C. **Annual Review:** This Operating Plan is reviewed annually by May 30 and revised, as needed.

D. Duration of Operating Plan: This Operating Plan is executed as of July 1, 2015 and remains in effect through June 30, 2020 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 is 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.

E. Previous Instruments Superseded: List, as applicable.

F. 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.

X. REVIEW AND SIGNATURES

The Statewide Operating Plans will be approved by the signatory State and Federal TMACG and SWA MAC Group 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.

USDOI FISH AND WILDLIFE SERVICE
Southwest Region

_____
Regional Director
Date:_____

_____
Contracting Officer FWS-19072
Date:_____

USDOI NATIONAL PARK SERVICE
Intermountain Region

_____
Regional Director
Date:_____

_____
Contracting Officer
Date:_____

USDOI BUREAU OF LAND MANAGEMENT
AFFAIRS
New Mexico State Office

_____
State Director
Date:_____

USDOI BUREAU OF INDIAN

Southern Plains Region

_____
Regional Director
Date:_____

Contracting Officer

Date:_____

USDA FOREST SERVICE
National Forests & Grasslands in Texas

Mark E. Van Every
Forest Supervisor
Date:_____

Victor R. Taylor
Agreements Specialist
Date: 07/27/2015

USDA FOREST SERVICE
Southwestern Region

_____
Regional Forester
Date:_____

_____
Agreements Specialist
Date:_____

_____
Contracting Officer

Date:_____

STATE OF TEXAS
Texas A&M Forest Service

_____
Director and State Forester
Date:_____

_____
Agreements Coordinator
Date:_____

Contracting Officer

Date:_____

USDA FOREST SERVICE
National Forests & Grasslands in Texas

Forest Supervisor
Date:_____

Victor R. Taylor

Agreements Specialist
Date: 07/27/2015

USDA FOREST SERVICE
Southwestern Region

S. Watts

Regional Forester
Date: 8-20-15

Carmen Melendez

Agreements Specialist
Date: 8/17/2015

Contracting Officer

Date:_____

STATE OF TEXAS
Texas A&M Forest Service

Director and State Forester
Date:_____

Agreements Coordinator
Date:_____

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.

C. **Annual Review:** This Operating Plan is reviewed annually by May 30 and revised, as needed.

D. **Duration of Operating Plan:** This Operating Plan is executed as of July 1, 2015 and remains in effect through June 30, 2020 unless modified or superseded.

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USDOI FISH AND WILDLIFE SERVICE
Southwest Region

ACTING Joy E Nicholopoulos
Regional Director
Date AUG 05 2015

Contracting Officer FWS-19072
Date:_____

USDOI NATIONAL PARK SERVICE
Intermountain Region

Regional Director
Date:_____

Contracting Officer
Date:_____

USDOI BUREAU OF LAND MANAGEMENT
AFFAIRS
New Mexico State Office

State Director
Date:_____

USDOI BUREAU OF INDIAN

Southern Plains Region

Regional Director
Date:_____

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.

C. **Annual Review:** This Operating Plan is reviewed annually by May 30 and revised, as needed.

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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.

USDOI FISH AND WILDLIFE SERVICE
Southwest Region

_____
Regional Director
Date:_____

_____
Contracting Officer FWS-19072
Date:_____

USDOI NATIONAL PARK SERVICE
Intermountain Region

_____
Regional Director
Date:_____

_____
Contracting Officer
Date:_____

USDOI BUREAU OF LAND MANAGEMENT
~~AFFAIRS~~
New Mexico State Office

Alan L. Seidlitz, Acting
State Director
Date: 8/3/15

USDOI BUREAU OF INDIAN

Southern Plains Region

_____
Regional Director
Date:_____

Contracting Officer

Date: 7/30/15

USDA FOREST SERVICE
National orests & Grasslands in Texas

Forest Supervisor
Date:_____

Agreer
Date:_ _____ 15

USDA FOREST SERVICE
Southwestern Region

Regional Forester
Date:_____

Agreements Specialist
Date:_____

Contracting Officer

Date:_____

STATE OF TEXAS
exas A&M Forest Service

Director and State Forester
Date:_____

Agreements Coordinator
Date:_____

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.

C. **Annual Review:** This Operating Plan is reviewed annually by May 30 and revised, as needed.

D. **Duration of Operating Plan:** This Operating Plan is executed as of July 1, 2015 and remains in effect through June 30, 2020 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 is 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.

E. **Previous Instruments Superseded:** List, as applicable.

F. **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.

X. REVIEW AND SIGNATURES

The Statewide Operating Plans will be approved by the signatory State and Federal TMACG and SWA MAC Group 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.

USDOI FISH AND WILDLIFE SERVICE
Southwest Region

Regional Director
Date:

Contracting Officer FWS-19072
Date:

USDOI NATIONAL PARK SERVICE
Intermountain Region

for Regional Director
Date: 8/3/15

Contracting Officer
Date: 8/3/15

USDOI BUREAU OF LAND MANAGEMENT
AFFAIRS
New Mexico State Office

State Director
Date:

USDOI BUREAU OF INDIAN

Southern Plains Region

Regional Director
Date:

Contracting Officer

Date:_____

USDA FOREST SERVICE
National Forests & Grasslands in Texas

Forest Supervisor
Date:_____

Victor R. Taylor
Agreements Specialist
Date: 07/27/2015

USDA FOREST SERVICE
Southwestern Region

Regional Forester
Date:_____

Agreements Specialist
Date:_____

Contracting Officer

Date:_____

STATE OF TEXAS
Texas A&M Forest Service

Director and State Forester
Date: 7-30-15

Agreements Coordinator
Date:_____

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Unit Administrators will have the responsibility for developing and approving sub-geographic area operating plans.
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USDOI FISH AND WILDLIFE SERVICE
Southwest Region

_____
Regional Director
Date:_____

_____
Contracting Officer FWS-19072
Date:_____

USDOI NATIONAL PARK SERVICE
Intermountain Region

_____
Regional Director
Date:_____

_____
Contracting Officer
Date:_____

USDOI BUREAU OF LAND MANAGEMENT
AFFAIRS
New Mexico State Office

_____
State Director
Date:_____

USDOI BUREAU OF INDIAN

Southern Plains Region

ACTING
Regional Director
Date: 9-8-15

Contracting Officer

Date:_____

USDA FOREST SERVICE
National Forests & Grasslands in Texas

Forest Supervisor
Date:_____

Agreements Specialist
Date: 01/27/2015

USDA FOREST SERVICE
Southwestern Region

Regional Forester
Date:_____

Agreements Specialist
Date:_____

Contracting Officer

Date: 9/8/2015

STATE OF TEXAS
Texas A&M Forest Service

Director and State Forester
Date:_____

Agreements Coordinator
Date:_____

MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT

Exhibit D

Reimbursable Billings and Payments

I. **Suppression Billings**

A. 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.

B. 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 Texas costs of fires occurring in and out of Texas 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 [mmdd] 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 Texas, 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 Texas 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 Texas 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.

C. Severity: Costs incurred on severity assignments within the state of Texas will be billed

individually to the Jurisdictional Agency. Severity assignments are reimbursable under the Reciprocal Fire Protection Act.

D. 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 Data Universal Numbering System (DUNS) number. The DUNS number is assigned by Dun & Bradstreet, Inc. (D&B) to identify unique business entities. For more information, refer to www.sam.gov.

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

E. **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 (FMAG), 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.

F. **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.

G. **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

H. **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 customary dispute resolution processes.

I. **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.

II. 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.

III. 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.

V. Reimbursable Costs

Costs incurred as the result of an incident and documented are reimbursable. 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. Direct charging of these costs, however, may be appropriate if they can be specifically identified to a project or program and the nature of the work performed creates a unique need or requires an extensive amount of support. These situations are considered "unlike circumstances".

Indirect cost rate 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% and less than 25%, the payment recipient shall maintain documentation to support the rate. Documentation 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.
3. For a rate greater than 25%, the Federal agency may require that the payment recipient request a federally approved rate from the payment recipient's cognizant audit agency no later than 3 months after the effective date of the agreement. The payment recipient will be reimbursed for indirect costs at the rate reflected in the agreement until the rate is formalized in the negotiated indirect cost rate (NICRA) at which time, reimbursements for prior indirect costs may be subject to adjustment.
4. Failure to provide adequate documentation supporting the indirect cost rate, if requested, could result in disallowed costs and repayment to the Federal agency.

MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT

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 State of Texas. 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.

7. 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.

8. List the Agency having legal responsibility for structural protection, and any pertinent control information or contacts.

9. 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.

10. 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 wildland urban interface and wildlands:

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

    B. Each Agency 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 or Agency jurisdictional responsibility.

    D. 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.

    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.

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).

12. List any specific conditions relative to this agreement, such as: dispatch procedures, one Agency representing another, notifications, incident information, coordinated intelligence, etc.

13. 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.

MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT

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_____
   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): _____/_____/_____

MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT

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 OPM web site http://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 Interagency Incident Business Management Handbook. 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 privately-owned vehicles (POVs) and rental vehicles used to support Supplemental Fire Department Resources shall be at the current Federal Travel Regulation rate.

_____

Signature Date
Agency Administrator

Federal Agency

_____

Signature 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			
			FALB	RAMP				
			FELB					
			STAM					
			TRPB					
			WHSP					
GS-7		IOF3		HELM	GISS	EMTB		
				SEMG		EMTI		

Attachment to Exhibit G
Supplemental Fire Department Resource – Classification Matrix

OPM GENERAL SCHEDULE	AREA COMMAND	COMMAND	OPERATIONS	AIR OPS	PLANS	LOGISTICS	FINANCE	SUPPORT
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				
				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						

MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT

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 Emergency Support Function (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 state or local cooperative/interagency agreement 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:

1. 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.

2. Agencies will share their respective individual incident Resource Order numbers for cross referencing purposes, if requested.

3. 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.

4. Extensions beyond 90 days for invoice submittal must be presented in writing to the reimbursing agency.

5. 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.

6. Billing Content: Bills will be identified by incident name, date, Mission Assignment (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.

8. **Billing Addresses:**

   All bills for services provided to the Texas A&M Forest Service will be mailed to the following address for payment:

Travis Zamzow
Texas A&M Forest Service
Budgets and Accounting
200 Technology Way, Ste. 1120
College Station, TX 77845
Phone: 979-458-6643
Fax:

   All bills for services provided to the Texas - Parks and Wildlife Department will be mailed to the following address for payment:

Tammy Dunham, Contract Specialist
Texas Parks and Wildlife Department
4200 Smith School Road
Austin, TX 78744
512-389-4752

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:

Attn: Incident Business Center
USDA Forest Service- Albuquerque Service Center
101B Sun Avenue NE
Albuquerque, NM 87109
Fax: 866-816-9532

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

301 Dinosaur Trail
Santa Fe, NM 87508
405-247-1587

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

Kymberly Amar
Budget Analyst – NPS IMR
P.O. Box 2587
Denver, CO 80225
303-969-2948

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

Jocelyn Littlechief, Contracting Officer
BIA Southern Plains Regional Office
P.O Box 368
Anadarko, OK 73007
405-247-1527

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

Attn: Regional Fire Management Coordinator

USDI US Fish and Wildlife Service
Southwestern Regional Office
P.O. Box 1306
Albuquerque, NM 87103

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) _____
Cooperator Project Agreement No. (b) _____

Exhibit I

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-11*RRUUSS-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 <u>not</u> obligating funds for reimbursement to the cooperator, then delete this provision.

(l) Insert amount. If the Federal Agency is <u>not</u> 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 <u>not</u> 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.