

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

Between

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

NATIONAL PARK SERVICE
(Intermountain Region Agreement Number)

BUREAU OF INDIAN AFFAIRS
*(Navajo Region Agreement Number
Western Region Agreement Number)*

UNITED STATES FISH AND WILDLIFE SERVICE
(Southwestern Region Agreement Number)

**UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE**
*Southwestern Region
23-FI-11031600-086*

STATE OF ARIZONA
*Arizona Department of Forestry and Fire Management
FD-23-0223-ASF-SFO*

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I. 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

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 and non-wildland fire emergencies or major disasters. These events also require a coordinated response by an appropriate combination of state and tribal entities, along with the Federal Agencies.

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

III. PARTIES TO THE AGREEMENT

The Parties to this Agreement are:

The State of (*Arizona, Arizona Department of Forestry and Fire Management*), hereinafter called (*Arizona*) or when referred jointly with other states in this Agreement called, States; and

(*N/A*)

The United States Department of Agriculture, Forest Service, Region (*Southwestern Region, Region 3*); hereinafter called, USFS; and

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

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

The United States Department of the Interior, Bureau of Indian Affairs, (*Navajo and Western Regional Offices*) Regional Office, hereinafter called “BIA”; and

The United States Department of the Interior, Bureau of Land Management, (*Arizona State*), hereinafter called “BLM”. 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, 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 of Terms, attached as Exhibit A. The hierarchy of terminology will be those defined by statute or regulation, those defined in policy, those defined in this template and then all other agency and interagency documentation.

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

1. Incorporation of Exhibits into Agreement

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

Exhibit A	Glossary of Terms
Exhibit B	Principal Contacts
Exhibit C	Statewide Operating Plan
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

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

2. Acknowledgement of Supplements to the Agreement

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

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

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

1. This Agreement
2. Geographic or Statewide Operating Plan
3. Sub-geographic (Local) Operating Plan
4. Cost Share Agreements
5. Exhibits to this Agreement
6. Joint Projects, Project Plans, or Supplemental Project Agreements

V. PERIOD OF PERFORMANCE

1. **Commencement/Expiration:** This Agreement shall be in effect for five years from the date of the last signature.
2. **Modifications:** Modifications within the scope of this Agreement shall be made by mutual consent of the Parties to the Agreement, by the issuance of a written modification, signed and dated by all Parties to the Agreement, prior to any changes being performed. No Party is obligated to fund any changes not properly approved in advance.
3. **Termination:** Any Party to the Agreement shall have the right to terminate its participation under this Agreement by providing one-year advance written notice to the other Parties.
4. **Annual Review:** If deemed necessary, prior to (March 15) 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:

(Master Cooperative Wildland Fire Management and Stafford Act Response Agreement, with final Signature dated 02/27/2018)

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

- C. **Supporting Agency**–Agency providing suppression or other support and resource assistance to a Protecting Agency.

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

VII. INTERAGENCY COOPERATION

1. **(Southwest) Coordinating Group (SWCG):** provides coordination and recommendations for all interagency fire management activities in (*Arizona*). Membership, procedures, and guidelines will be agreed to and documented in the (*SW*)CG Charter (Memorandum of Understanding and/or Standard Operating Procedures).
2. **National Incident Management System (NIMS):** The Parties to this Agreement will operate under the concepts defined in the NIMS. In implementing these concepts, Parties to this Agreement will be expected to follow the NWCG’s minimum standards as defined in the *Wildland Fire Qualifications Systems Guide*, PMS-310. NWCG recognizes the ability of cooperating agencies at the local level to jointly define and accept each other’s qualifications for initial attack, extended attack, fire operations, and prescribed fire. The NWCG minimum standards are NIMS compliant. The following NIMS concepts will be followed as they are implemented: Incident Command System (ICS), qualifications system, training system, the management of publications, and participating in the review, exchange and transfer of technology as appropriate for providing qualified resources, and for the management of incidents covered by this Agreement.
3. **Operating Plans:** Operating plans will be developed using Exhibit C, Operating Plan Template, at the geographic, statewide, or sub-geographic area level, as appropriate, and will tier to this Agreement. Operating Plans may be effective 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. **(Southwest) Geographic Area Operating Plans (if applicable)**

(*Southwest*) Geographic Area Operating Plans will address issues affecting Geographic Area-wide cooperation. The Geographic Area Operating Plan will be approved by the signatory of state and federal SWCG member agencies. The (*Southwest*) 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 *SWCG* members.

The Statewide Mobilization Guides will be identified and considered part of the Statewide Operating Plans.
 - C. **Sub-Geographic (Local) Area Operating Plans (if applicable)**

Sub-geographic area operating plans will be developed that outline the details of this Agreement for sub-geographical areas. Unit Administrators will have the responsibility for developing and approving sub-geographic area operating plans. Unless superseded by the Geographic Area or Statewide Operating Plans, sub-geographic area operating plans will apply.

D. Project Plans (if applicable)

Project plans are developed for specific non-suppression, fire related projects or activities. (See related clause: Joint Projects and Project Plans).

4. **Interagency Dispatch Centers:** The Parties to this Agreement agree to maintain, support, and participate in Interagency Dispatch Centers, as appropriate.

Staffing, funding, and level of participation will be agreed to by the affected Parties to this Agreement and documented in geographic, statewide, or sub-geographic area operating plans and/or appropriate mobilization guides.
5. (*Southwest*) **Coordination Center:** The Parties to this Agreement recognize the (*Southwest*) Coordination Center in (*Albuquerque, New Mexico*), as the Geographic Area Coordination Center (GACC) for the (*Southwest*) Geographic Area. The Parties to this Agreement will coordinate, mobilize and demobilize emergency management resources through the GACC as appropriate. Parties to this Agreement are not precluded from independent movement of their own resources.
6. **Interagency Resources:** Interagency funding, staffing, and utilization of resources and facilities will be pursued by the Parties to this Agreement whenever an interagency approach is appropriate and cost effective. Shared staffing and funding will be commensurate with each Party's use of resources, will be agreed to and documented in operating plans, and will be subject to the availability of appropriations.

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

VIII. PREPAREDNESS

1. **Protection Planning:** Annually, before (*March 01*), sub-geographic area Unit Administrators will determine efficiencies to be gained from reciprocal assistance and acquisition of protection services. Operating Plans will document decisions. Plans should be reviewed, and agreement reached, concerning such items as placement of crews, engines, air tankers, helicopters, fixed and aerial detection, regulated use, closures, and other joint fire suppression efforts.
2. **Protection Areas and Boundaries:** Protection areas, as defined by boundaries, will be mapped and/or described, and made a part of geographic, statewide, or sub-geographic area Operating Plans. Protection Areas may include lands under the jurisdiction of another agency as authorized by law.

3. **Methods of Fire Protection and Suppression:** One agency may provide fire protection services on lands under the jurisdiction of another, within the agency's authority and as authorized by law. The following are different methods to provide those services:
 - A. **Reciprocal (Mutual Aid) Fire Protection:** As deemed appropriate, the Agencies may, by agreement in Operating Plans, establish reciprocal initial attack zones for lands of intermingled or adjoining protection responsibility. Within such zones, a Supporting Agency will, upon request or voluntarily, take initial attack action in support of the Protecting Agency.

The Protecting Agency will not be required to reimburse the Supporting Agency for costs incurred following the initial dispatch of any ground resources to the fire for the duration of the mutual aid period. The length of the mutual aid period is usually 24 hours and will be documented in the Operating Plan.
 - B. **Reimbursable (Cooperative) Fire Protection:** The Protecting Agency may request suppression resources from other Agencies for its protection work. Such resources shall be paid for by the Protecting Agency. See applicable item regarding Reimbursable Billings and Payments, Exhibit D.
 - C. **Exchange (Offset) Fire Protection:** Agencies may exchange responsibility for fire protection for lands under their jurisdiction. The rate of exchange will be based upon comparable cost, acreage involved, complexity, and other factors, as appropriate, and mutually agreed to by the Agencies. Exchange zones will be documented in Operating Plans.

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

When a Protecting Agency takes suppression action on lands it protects for the Jurisdictional Agency, and the Jurisdictional Agency is requested to assist, the Protecting Agency will reimburse the Jurisdictional Agency for their assistance. The exception is if the Parties involved are federal wildland fire agencies. The National Interagency Agreement for Wildland Fire Management between the Department of the Interior wildland fire agencies and the USDA Forest Service provides that the Parties agree not to bill each other for suppression services.
 - D. **Contract (Fee Basis) Fire Protection:** For an agreed upon fee, one Agency may assume fire protection responsibilities on lands under the jurisdiction of another Agency. The terms and conditions of such arrangements must be included in Operating Plans and carried out through an appropriate procurement document.
4. **Joint Projects and Project Plans:** The Parties to this Agreement may jointly conduct cooperative projects, within their authority and as authorized by law, to maintain or improve their fire management services and activities. These projects may involve such activities as prescribed fire/fuels management, preparedness, fire analysis/planning, rehabilitation, training, prevention, public affairs, and other beneficial efforts in support of interagency fire management. Such projects will be documented in separate, local agreements, or other appropriate written documents, executed by the authorized signatories of the involved Parties. This may include a Supplemental Project Agreement, as in Exhibit I, or other written document.
5. **Fire Prevention:** The Parties to this Agreement agree to cooperate in the development and implementation of fire prevention programs. Unit Administrators will ensure that fire prevention goals and activities are planned at local levels and are addressed in the appropriate operating

plans. Specific fire prevention plans should be developed by local interagency fire management personnel. The Parties to this Agreement may pool resources and each Party pay its own costs. Unit Administrators are encouraged to participate in local fire prevention cooperatives, organizations, or groups, where applicable.

6. **Public Use Restrictions:** Guidelines for implementing restrictions and closures shall be established by a separate MOU or Agreement, and/or in an Operating Plan.
7. **Burning Permits:** Burning permit procedures, where applicable, will be included in local Operating Plans. If authorized by state and federal law, federal employees or their agents may be granted authority by the states to issue burn permits when it is determined to be in their mutual interest.
8. **Prescribed Fire and Fuel Management:** The Parties to this Agreement agree to cooperate in the development and implementation of planned ignitions, prescribed fire, and fuels management programs.

Any Party to this Agreement may provide assistance to another Party as requested and agreed to for the purposes of performing planned ignitions, prescribed fire or other fuels management work. Conditions of the assistance and details related to reimbursement will be agreed to and documented through the procurement or Joint Projects and Project Plans (as referenced in Joint Projects and Project Plans, Clause #4. Any instrument processed under this clause shall be in accordance with each Party's applicable laws, regulations, and policy requirements.

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

IX. OPERATIONS

1. **Closest Forces Concept:** The guiding principle for dispatch of initial attack suppression resources is to use the closest available and appropriate resource regardless of which Party owns or controls the resources, and regardless of which Agency has protection responsibility or jurisdiction.
2. **Fire Notifications:** Each Party will promptly notify the appropriate Protecting Agency of fires burning on or threatening lands for which that agency has protection responsibility. Likewise, protecting Agencies will promptly inform jurisdictional agencies whenever they take action on fires for which the Protecting Agency is responsible. Fire reports will be sent to jurisdictional agencies within the timeframes established in the applicable Operating Plan, Agreement or Memorandum of Understanding.
3. **Boundary Line Fires:** A boundary line fire, as defined in Exhibit A, Glossary of Terms, will be the initial attack responsibility of the protecting agencies on either side of the boundary. Neither agency will assume the other Agency is aware of the fire or that the other agency will take action. Each agency will make every reasonable effort to communicate with the other concerning the fire. When protecting agencies have arrived at the site of the fire, the agencies will mutually agree to the designation of an Incident command organization.
4. **Independent Action:** Except as otherwise limited in geographic, statewide, or sub-geographic area operating plans, nothing herein shall prohibit any Party, on its own initiative, from going upon lands known to be protected by another Party to this Agreement to engage in suppression of

wildfires, when such fires are a threat to lands under that Party's management or protection responsibility. In such instances, the Party taking action will promptly notify the Protecting Agency. Such actions will be commensurate with the land management considerations of the Jurisdictional Agency, and subject to the laws and regulations of the Jurisdictional Agency.

5. **Escaped Prescribed Fires:** Wildfires resulting from escaped prescribed fires that were ignited by, managed at the direction of, or under the supervision of one of the Parties to this Agreement shall be the responsibility of the Jurisdictional Agency. If the Parties to this Agreement jointly conduct or manage a prescribed fire, the responsibility for suppression costs, should it escape, shall be agreed upon and documented in the Project Plan. Unless otherwise agreed, all suppression costs and associated damages are the responsibility of the Jurisdictional Agency. The Parties to this Agreement will not hold each other responsible under this clause for escaped prescribed fires originating on private land, or on state or federal lands not protected by one of the Parties to this Agreement.
6. **Response to Wildland Fire:** All fire suppression action conducted by one Party on lands of another Party shall be consistent with the Jurisdictional Agency's fire management policy, preplanned objectives for the area in which the fire occurs, and the terms of this Agreement.

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

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

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

7. **Delegation of Authority:** Operating Plans will document procedures and criteria for Unit Administrators to specify direction, authority, and financial management guidelines to Incident Commanders.
8. **Preservation of Evidence:** As initial action is taken on a fire, the initial attack forces will preserve information and evidence pertaining to the origin and cause of the fire. Protecting and Jurisdictional Agencies shall render mutual assistance in the gathering of evidence to the fullest extent practicable. Affected Parties to this Agreement will meet to determine an appropriate investigation process.

9. **Stafford Act Response:** For Stafford Act Responses, procedures and requirements established in the NRF shall be utilized by Parties to this Agreement to authorize and accomplish any required response or support tasks. Any Party requesting support pursuant to a Stafford Act Response shall issue written instructions and funding limitations to any Party providing cooperation, resources or support. Mobilization activities will be accomplished utilizing established dispatch coordination concepts pursuant to the current *National Interagency Mobilization Guide*.

X. USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES

1. **Appropriated Fund Limitation:** Nothing in this Agreement shall require the Parties to this Agreement to obligate or expend funds, or require the United States, the State of (Arizona), or the other Parties to this Agreement to enter into any contract or other obligation for the future payment of money in excess of or in advance of appropriated funds available for payment to meet the commitments of this Agreement and modifications thereto, except as specifically authorized by law.
2. **Length of Assignments:** Consideration must be given to the health and safety of personnel when assigned to fires. The Parties to this Agreement agree that Incident Commanders will release suppression resources to their primary responsibilities as soon as priorities allow. Incident Commanders shall adhere to work/rest policies specified within the *National Interagency Mobilization Guide*.
3. **Cost Share Agreement:** Whenever multiple jurisdictions are affected due to the location of a fire, it is mandatory to develop and implement a Cost Share Agreement (or Apportionment Process, if applicable). The Operating Plan must address how the Parties to this Agreement will handle cost sharing for wildland fires that spread to another jurisdiction. Acceptable forms of the cost share mix are limited to those listed in item #10 of Exhibit F, Cost Share Agreement. Except as otherwise provided by Section IX, Clause 4 (Independent Action) and Section X, Clause 11 (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 Section IX, Clause 3 (Boundary Line Fires) and Exhibit F, Cost Share Agreement).

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

4. **Procurement:** At the time of the incident, the affected agencies will determine the appropriate procurement procedures that will be utilized.
5. **Licensing:** Drivers and equipment operators will hold appropriate operating licenses to meet state and federal laws and employing agency regulations and policies. Employees of the Parties to this Agreement may operate each other's vehicles provided the operator is qualified by the current operating guidelines and training requirements of their own Agency. Driving and operating equipment will be for official purposes only.
6. **Text Messaging While Driving:** In accordance with Executive Order (EO) 13513, Federal Leadership on Reducing Text Messaging While Driving, any and all text messaging by federal employees is banned: a) while driving a government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official government business; or b) using any electronic equipment supplied by the government when driving any vehicle at any time. All cooperators, their employees, volunteers, or contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased, or rented vehicles or GOVs when driving while on official government business or when performing any work for or on behalf of the government.

7. **Training:** The Parties to this Agreement will cooperate to assure that training needs are provided that will produce safe and effective fire management and aviation programs. The intent is to champion high-quality training, to minimize training costs by sharing resources, and to standardize training.
8. **Communication Systems and Facilities Access:** The Parties to this Agreement may mutually agree to allow one another the use of communications systems such as radio frequencies, computer system access, data transmission lines, and communication sites when there is a mutual benefit to the Parties to this Agreement. Such arrangement shall be approved only by Agency authorized personnel and in accordance with agency laws, regulations, and policies governing security of systems and facilities.
9. **Fire Weather Systems:** The Parties to this Agreement will cooperate in the gathering, processing, and use of fire weather data, including the purchase of compatible sensing systems and the joint use of computer software. All such use shall be in accordance with applicable Federal, State, and local laws, software and other applicable licenses. The Parties to this Agreement will jointly evaluate and agree to any deletions or additions to the system. The common and agreed upon fire danger rating system for the (*Southwest*) Geographic Area is *National Fire Danger Rating System (NFDRS)*.

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

XI. GENERAL PROVISIONS

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

Public access to culturally sensitive data and information and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2008 Farm Bill).

5. **Record Retention:** All records related to this Agreement should be retained by the Parties in accordance with Agency regulations and policies, but no less than three years from the date that all Agreement projects have been completed, or (*three years from the date of last signature*), whichever is later. If any litigation, claim, negotiation, audit or other action involving the records has been started by a Party to the Agreement, that Party should provide notification to any other Party to the Agreement of the need to retain records until the litigation, claim, negotiation, audit or other action is resolved.
6. **Accident Investigations:** When an accident occurs involving the equipment or personnel of a Supporting Agency, the Protecting Agency shall immediately notify the jurisdictional and supporting agencies. As soon as practical, the Protecting Agency shall initiate an investigation of the accident. The investigation shall be conducted by a team of representatives from the affected agencies, as appropriate. As appropriate, the Parties agree that the Protecting Agency will provide notification of the accident to the National Transportation Safety Board, or the Occupational Safety and Health Administration and other appropriate Agencies.
7. **Purchaser, Contractor, Operator, Permittee, Etc., Fires:** The Protecting Agency will notify the Jurisdictional Agency of any fire suspected to have been caused by a purchaser, contractor, operator or permittee, etc., of the Jurisdictional Agency as soon as it becomes aware of the situation. The Protecting Agency will be responsible for management of the fire under the provisions of this Agreement. Parties to the Agreement will meet and confer to determine a cost recovery process as outlined in Cost Recovery Clause.
8. **Waiver of Claims:** Parties to the Agreement shall each be responsible for their own losses arising out of the performance of this Agreement, and each Party hereby waives any claim against any other Party for loss or damage of its property and/or personal injury or death of its

employees or agents occurring as a consequence of the performance of this Agreement; provided, this provision shall not relieve any Party from responsibility for claims from third Parties for losses for which the Party is otherwise legally liable. This waiver does not extend to ordinary expenses incurred as part of the cost of the fire (gloves, fusees, hose, etc.). This provision pertains to claims between the respective state and federal agencies and does not pertain to claims advanced by third Parties.

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

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

9. **Equipment, Supplies, and Cache Items:** The Parties recognize that wildland fire suppression will often involve the use of equipment, supplies, and cache items. Equipment, supplies, and cache items checked out (such as pumps, hoses, nozzles, etc.), or supplied by one Party and received by another Party, shall become the responsibility of the receiving/supporting Party. Equipment, supplies, and cache items shall be returned in the same condition as when received, reasonable wear and tear excepted. Notwithstanding the general Waiver of Claims Clause, Parties agree that the receiving/supporting Party shall replace or reimburse for damage in excess of reasonable wear and tear, and shall replace or reimburse items lost or destroyed, except for damage occurring as a result of negligence by the receiving/supporting Party. The receiving/supporting Party will replace or reimburse for items lost, destroyed, or expended with items of like or similar standard from the fire cache or supply unit on the incident, or via an authorization for replacement using a unique request number. Insurance or other reimbursement options should be pursued, if such options are available, prior to replacement or reimbursement for lost, stolen, or destroyed items.
10. **Transported Equipment:** Equipment transported or operated by Supporting Agency personnel in transit to or from an incident is considered under the control of the Supporting Agency. When arrangements are made with a transportation service provider to deliver equipment, the Party making arrangements for the transportation should ensure that the transportation service provider will be responsible for all loss and damage to equipment or supplies consigned on the bill of lading.
11. **Authorized Representatives:** By signature below, all signatories to this Agreement certify that the individuals (Agency Representative, Agency Administrator, Unit Administrator) listed in this document are authorized to act in their respective areas for matters related to this Agreement.

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB Control Number for this information collection is 0596-0242. The time required to complete this information collection is estimated between 4 to 24 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE 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**

AMY LUEDERS Digitally signed by AMY LUEDERS
Date: 2023.03.10 09:10:24 -05'00'

Regional Director

Date: _____

JOSHUA CARTER Digitally signed by JOSHUA
CARTER
Date: 2023.03.02 17:09:31 -07'00'

Contracting Officer FWS-19072

Date: _____

**USDOI NATIONAL PARK SERVICE
(INTERMOUNTAIN) REGION**

KATHARINE HAMMOND Digitally signed by KATHARINE
HAMMOND
Date: 2023.06.15 11:02:14 -06'00'

Regional Director

Date: _____

TAMMY GALLEGOS Digitally signed by TAMMY
GALLEGOS
Date: 2023.03.23 11:43:06 -06'00'

Contracting Officer

Date: _____

**USDOI BUREAU OF LAND MANAGEMENT
(ARIZONA) STATE OFFICE**

RAYMOND SUAZO Digitally signed by RAYMOND
SUAZO
Date: 2023.05.04 15:07:54 -07'00'

State Director

Date: _____

Contracting Officer

Date: _____

**USDOI BUREAU OF INDIAN AFFAIRS
(NAVAJO) REGION**

CLIFFORD SERAWOP Digitally signed by CLIFFORD
SERAWOP
Date: 2023.04.14 10:17:00 -06'00'

Regional Director

Date: _____

LYNELLE BENALLIE Digitally signed by LYNELLE
BENALLIE
Date: 2023.04.13 14:47:52 -06'00'

Contracting Officer

Date: _____

**STATE OF (ARIZONA)
ARIZONA DEPARTMENT OF FORESTRY AND
FIRE MANAGEMENT**

Thomas A. Torres Digitally signed by Thomas A.
Torres
Date: 2023.02.24 13:57:59 -07'00'

State Forester

Date: _____

Agreements Coordinator

Date: _____

**USDA FOREST SERVICE
(SOUTHWESTERN) REGION**

SHERRI SCHWENKE Digitally signed by SHERRI
SCHWENKE
Date: 2023.02.24 16:38:47 -07'00'

Regional Forester

Date: _____

 Digitally signed by LISA STREET
Date: 2023.02.24 15:13:30 -07'00'

Agreements Specialist

Date: _____

**USDOI BUREAU OF INDIAN AFFAIRS
(WESTERN) REGION**

 Digitally signed by JESSIE
DURHAM
Date: 2023.03.29 13:40:23 -07'00'

Date: _____

RENEE HOLLY Digitally signed by RENEE HOLLY
Date: 2023.03.28 09:40:17 -07'00'

Contracting Officer

Date: _____

EXHIBIT A. Glossary

This agreement utilizes the NWCG glossary definitions: <https://www.nwcg.gov/glossary/a-z>

GLOSSARY

Administrative Charges: Indirect administrative costs that cannot be readily identified with specifically financed programs and functions.

Agency: An administrative division of a government with a specific function, or a non-governmental organization (e.g., private contractor, business, etc.) that offers a particular kind of assistance. A federal, tribal, state or local agency that has direct fire management or land management responsibilities or that has programs and activities that support fire management activities.

Agency Administrator: The official responsible for the management of a geographic unit or functional area. The managing officer of an agency, division thereof, or jurisdiction having statutory responsibility for incident mitigation and management. Examples: NPS Park Superintendent, BIA Agency Superintendent, USFS Forest Supervisor, BLM District Manager, FWS Refuge Manager, State Forest Officer, Tribal Chairperson, Fire Chief, and Police Chief.

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.

Annual Operating Plan (AOP): An annual plan generated at the statewide, zone, or local level, authorized by the appropriate officials, used for implementing the terms of the Cooperative Fire Protection Agreement for their respective areas of responsibilities. See also Operating Plan.

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 to: 1) oversee the management of multiple incidents that are each being handled by an incident management team (IMT) organization; or 2) to oversee the management of a very large incident that has multiple IMTs assigned to it. Area Command has the responsibility to set overall strategy and priorities, allocate critical resources based on priorities, ensure that incidents are properly managed, and that objectives are met and strategies followed.

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: A wildfire response strategy of restricting a wildfire to a defined area, primarily using natural barriers that are expected to restrict the spread of the wildfire under the prevailing and forecasted weather conditions.

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 Sharing Agreements: Agreements that document the financial responsibility for incident resource costs, identifying requirements of other party payments.

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 for which a particular fire protection organization has the primary responsibility for attacking an uncontrolled fire and for directing the suppression action. Such responsibility may develop through law, contract, or personal interest of the firefighting agent (e.g., a lumber operator). Several agencies or entities may have some basic responsibilities (e.g., private owner) without being known as the fire organization having direct protection responsibility.

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.”

NWCG: Any incident which requires the response of a fire protection organization's attack units and/or support units.

Emergency Stabilization: Planned actions to stabilize and prevent unacceptable degradation to natural and cultural resource, to minimize threats to life or property resulting from the effects of a fire, or to repair/replace/construct physical improvements necessary to prevent degradation of land or resources.

Emergency Support Function (ESF): Groupings of governmental and certain private sector capabilities and functions into an organizational structure to provide support, resources, program implementation, and services that are most likely needed to support disaster response operations.

Equipment: Equipment includes both accountable and durable property. Equipment does not include consumable goods and/or supplies. See the Interagency Incident Business Management Handbook, Chapter 30, for further definitions of accountable, durable, and consumable goods.

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”.

Or

A prescribed fire which has either exceeded the prescription or has rekindled after it has been declared to be out. [36 CFR 211.5].

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.

Federal Excess Personal Property: Federally owned personal property and equipment excess to a Federal Agency's needs that can be loaned to the State or rural fire departments for use in fire management activities.

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.

Fire Service Organization (FSO): Includes: (1) county or municipal (e.g. town or city) equipment and personnel, (2) volunteer and paid personnel, from fire service organization(s), and (3) county and fire service organization equipment and apparatus.

Fire Suppression Activity Damage: Damage to resources, lands, and facilities resulting from wildfire suppression actions, in contrast to damages resulting from a wildfire.

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. A coordination center serves federal, state and local wildland fire agencies through logistical coordination of resources throughout the geographic area, and with other geographic areas, as well. Listings of geographic coordination centers and their respective geographic coordinating areas can be found within the National Interagency Mobilization Guide.

Geographic Area Coordinating Group (GACG): An interagency body of fire management representatives from each federal and state land management agency within a nationally recognized regional area that provides leadership and support to facilitate safe and efficient fire management activities. Working collaboratively, a GACG's mission is not only for wildland fire emergencies, but for other emergency incidents, as necessary.

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 a value at risk.

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).

NWGC:

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1. Substances that are identified, classified, and regulated in the Code of Federal Regulations, Title 49 and Hazardous Materials Regulations 175.
2. A substance or material which 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.

Incident Command System (ICS): standardized on-scene emergency management concept specifically designed to allow its user(s) to adopt an integrated organizational structure equal to the complexity and demands of single or multiple incidents, without being hindered by jurisdictional boundaries.

Incident Commander (IC): The incident commander and appropriate general and command staff personnel assigned to an incident.

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.

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

Initial Attack: An aggressive action to put the fire out by the first resources to arrive, consistent with firefighter and public safety and values to be protected. .

Initial Response: The initial decisions and actions taken in reaction to a reported incident.

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

Interagency: Coordination, collaboration, communication among cooperating agencies.

Joint Jurisdiction Protection: Areas where fire service organization protection overlaps federal or state protection areas.

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.

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

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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.

Local Government: A county, municipality, city, town, township, local public authority, school district, special district, council of governments (regardless of whether the council of governments is incorporated as a nonprofit corporation under State law), regional or interstate government entity, or agency or instrumentality of a local government; an Indian tribe or authorized tribal organization or, in Alaska, a Native Village or Alaska Regional native Corporation; or a rural community, unincorporated town or village, or other public entity. (As defined in section 2(10) of the Homeland Security Act of 2002, Public Law 107-296, 116 Stat. 2135, et seq. (2002)).

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.

NWCG: Any natural catastrophe 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.

Mission Assignment: A work order issued by FEMA, with or without reimbursement, which directs another federal agency to utilize its authorities and the resources granted to it under federal law in support of state, local, tribal, and territorial government assistance.

Mitigation: Modifying the environment or human behavior to reduce potential adverse impacts of from a natural hazard.

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

Multi-Agency Coordinating Group (MAC): A generalized term which describes the functions and activities of representatives of involved agencies and/or jurisdictions who come together to make decisions regarding the prioritizing of incidents, and the sharing and use of critical resources. The MAC organization is not a part of the on-scene ICS and is not involved in developing incident strategy or tactics.

Mutual Aid: Assistance provided by a Supporting Agency at no cost to the Protecting Agency. Mutual aid is limited to those initial attack resources that have been determined to be appropriate and which are preplanned and shown in AOP's or mobilization guides.

NWCG: Assistance in firefighting or investigation by fire agencies, without regard for jurisdictional boundaries.

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,

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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.

NWCG: An NWCG developed program consisting of five subsystems which collectively provide a total systems approach to all-risk incident management. The subsystems are: The Incident Command System, Training, Qualifications and Certification, Supporting Technologies, and Publications 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.

National Wildfire Coordinating Group (NWCG): 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, and 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. See also Annual Operating Plan (AOP).

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:

- 1) 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.
- 2) Mental readiness to recognize changes in fire danger and act promptly when action is appropriate

The range of deliberate, critical tasks, and activities necessary to build, sustain, and improve the capability to protect against, respond to, and recover from domestic incidents. **Prescribed Fire:** A wildland fire originating from a planned ignition in accordance with applicable laws, policies, and regulations to meet specific objectives.

Source: [2009 Guidance for Implementation Federal Wildland Fire Management Policy and Fire Management Board Memorandum 19-004](#).

Prevention: Activities directed at reducing the incidence of fires, including public education, law enforcement, personal contact, and reduction of fuel hazards (fuels management). Actions to avoid an incident, to intervene for the purpose of stopping an incident from occurring, or to mitigate an incident's effect to protect life and property. Includes measures designed to mitigate damage by reducing or eliminating risks to persons or

property, lessening the potential effects or consequences of an incident.

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 geographic area pursuant to its jurisdictional responsibility or as specified and provided by contract, cooperative agreement, etc.

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

Protection Area: That area for which a particular fire protection organization has the primary responsibility for attacking an uncontrolled fire and for directing the suppression action. Such responsibility may develop through law, contract, or personal interest of the firefighting agent (e.g., a lumber operator). Several agencies or entities may have some basic responsibilities (e.g., private owner) without being known as the fire organization having direct protection responsibility. A geographical area which is administratively defined and for which organized fire suppression activities are formally planned

Protection Area Maps: Official maps which identify areas of direct fire protection responsibility for each Agency.

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

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

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.

The increase in fuel moisture as a result of increased relative humidity, usually occurring overnight. The general term used to describe the maximum overnight value of atmospheric relative humidity.

Rehabilitation: Efforts undertaken within three years of a wildfire to repair or improve fire-damaged lands unlikely to recover to management approved conditions, or to repair or replace minor facilities damaged by fire.

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.

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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).

NWCG: Personnel, equipment, services and supplies available, or potentially available, for assignment to incidents. Personnel and equipment are described by kind and type, e.g., ground, water, air, etc., and may be used in tactical, support or overhead capacities at an incident.

The natural resources of an area, such as timber, grass, watershed values, recreation values, and wildlife habitat.

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: "State" (capitalized and singular), as used in this document, means the State of Arizona and its powers and authorities as defined by its constitution and statutes unless the context of use clearly means otherwise; also any territory or resource under the control of the State of Arizona.

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.

Structure Fire Protection: Protecting a structure from the threat of damage from an advancing wildland fire. This involves the use of standard wildland protection tactics, control methods, and equipment, including fire control lines and the extinguishments of spot fires near or on the structure.

Structure Fire Suppression: Interior or exterior actions taken to suppress and extinguish a burning structure or improvement associated with standard fire protection equipment and training.

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.

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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.

Tribal Sovereignty: The inherent authority of indigenous tribes to govern themselves within the borders of the United States. The US federal government recognizes tribal nations as “domestic dependent nations” and has established a number of laws attempting to clarify the relationship between the federal, state and tribal governments.

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: In ICS, unified command is a unified team effort which allows all agencies with jurisdictional responsibility for the incident, either geographical or functional, to manage an incident by establishing a common set of incident objectives and strategies. This is accomplished without losing or abdicating authority, responsibility, or accountability.

Unit Administrator or Local 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, 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, an Area or Regional Fire Management Officer for the DFPC. May also include any appointed 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.

Values at Risk: The elements of a community or natural area considered valuable by an individual or community that could be negatively impacted by a wildfire or wildfire operations. These values can vary by community and can include diverse characteristics such as homes, specific structures, water supply, power grids, natural and cultural resources, community infrastructure, and other economic, environmental, and social values.

Wildfire: A wildland fire originating from an unplanned ignition, such as lightning, volcanos, unauthorized and accidental human caused fires, and prescribed fires that are declared wildfires.

Wildland Fire: Any non-structure fire that occurs in vegetation or natural fuels. Includes Wildfires and

Prescribed Fires.

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

Exhibit B. Principal Contacts

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

Arizona DFFM

John Truett
1110 W Washington, Suite 100
Phoenix, AZ 85007
Phone: 602-771-1409
E-Mail: jtruett@dffm.az.gov

Bureau of Land Management *ARIZONA STATE OFFICE*

Kelly Castillo
1 N Central Ave. Suite 800
Phoenix, AZ 85004
Phone: 602-417-9550
E-Mail: kcastill@blm.gov

USDA Forest Service *Southwestern Region*

Jacob Nuttall
333 Broadway Blvd SE
Albuquerque, NM 87102
Phone: 505-842-3281
E-Mail: jacob.nuttall@usda.gov

Bureau of Indian Affairs *Western Region*

Carlos Noise
2600 North Central Avenue
Phoenix, AZ 85004
Phone: 602-379-6798
E-Mail: carlos.nosie@bia.gov

Bureau of Indian Affairs

Navajo Region
Johnson Benallie
P.O.B. 1060 N443
Gallup, NM 87305
Phone: 928-729-7391
E-Mail: johnson.benallie@bia.gov

National Park Service *REGION 6,7, and 8*

Jeff Hickerson
1100 Old Santa Fe Trail
Santa Fe, NM 87505
Phone: 505-629-9589
E-Mail: Jeff_hickerson@nps.gov

US Fish and Wildlife Service *Southwest Region*

Cass Palmer
500 Gold Ave SW
Albuquerque NM, 87102
Phone: 505-248-7458
E-Mail: cass_palmer@fws.gov

Exhibit C.

Statewide Operating Plan

Between

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Arizona State

NATIONAL PARK SERVICE
Intermountain Region

BUREAU OF INDIAN AFFAIRS
Navajo Region
Western Region

UNITED STATES FISH AND WILDLIFE SERVICE
Southwestern Region

UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE
Southwestern Region

STATE OF ARIZONA
Arizona Department of Forestry and Fire Management

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 ([February 23, 2023](#)). 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.

I. PURPOSE

This is a ([Statewide](#)) Operating Plan applicable to all signatory Parties within ([the State of Arizona](#)). Its purpose is to address ([statewide](#)) issues affecting cooperation, interagency working relationships and protocols, financial arrangements, sharing of resources, and joint activities/projects. The ([Southwest Interagency](#)) Mobilization Guide is considered part of this Operating Plan.

II. RECITALS

Stafford Act responses and related NRF activities will be accomplished utilizing established dispatch coordination concepts. Situation and damage assessment information will be transmitted through established fire suppression intelligence channels. Jurisdictional Agencies are responsible for all planning documents, such as 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 supervision and support, including operational oversight, direction, and logistical support to IMTs.

III. INTERAGENCY COOPERATION

A. Interagency Dispatch Centers:

1. Purpose and Overview:

The primary coordination center for the State of Arizona will be the Southwest Coordination Center (SWCC), located in Albuquerque NM. Additionally, there are 6 Interagency Dispatch Centers located in Tucson, Phoenix, Prescott, Williams, Flagstaff, and Springerville. There is also a State Dispatch Center in Phoenix. Assistance to federal or state agencies is provided on a continuous, year-round basis. During periods of high fire danger or increased activity, these centers may temporarily increase staffing to meet the needs of the situation. The Parties to this Agreement will coordinate, mobilize and demobilize emergency management resources through these centers as appropriate. Parties to this Agreement are not precluded from independent movement of resources. Zone Dispatch Operating Plans shall follow the Interagency Standards for Fire and Fire Aviation Operations (Red Book) Appendix P Dispatch Center Local Mobilization Guide/Dispatch Operating Plan.

2. Administrative Oversight/Structure:

a. Coordinating Groups

The Southwest Coordinating Group (SWCG) provides administrative oversight and supervision of the SWCC and the employees within it. Zone Coordinating Groups/Boards provide administrative oversight and supervision of the Interagency Dispatch Centers and employees.

b. Operations Group

If applicable, an Operations Group may also be established to provide daily operational oversight to assist in decision making on incident resources.

3. Dispatch Organization:

The SWCC and Interagency Dispatch Centers are funded by the applicable agencies within their respective dispatch areas. Staffing levels should be commensurate with center expectations and annual volume of incident business.

4. Roles and Responsibilities:

a. Center Manager

The Center Manager is responsible for the overall oversight and daily supervision of the center employees. A delegation of authority is given by the respective Coordinating Group/Board.

b. Assistant Center Manager(s)

The Assistant Center Manager assists the Center Manager in operations and supervision of the center employees. The Assistant may be required to perform as the Center Manager in their absence.

c. Others (as applicable)

5. Dispatch Services:

a. Initial and Extended Attack

b. Mobilization, Demobilization and Support

c. Aviation

d. Prescribed Fire (if applicable)

e. All Hazard (law Enforcement, Natural Disaster, etc., as appropriate)

The current Southwest Area Interagency Mobilization Guide will guide dispatch services. The Southwest Area Interagency Mobilization Guide is written to reflect the interagency needs of the user. The Guide will be in an online version only and agencies and/or

individuals can print as needed locally. Beginning in 2021, the document includes the National Mobilization Guide along with Southwest supplemental guidance. The Southwest Area will align with the National Mobilization Guide edit process annually and publish these changes as they occur.

6. **Funding:**

a. The SWCC and Interagency Dispatch Centers are funded by the applicable Agencies within their respective dispatch areas.

B. **Interagency Resources:**

1. Each agency funds and staffs its own resources and facilities.
2. Each agency follows its own process for identifying needed preparedness resources.
3. The Southwest Area Interagency Mobilization Guide provides for management of IMTs. All agencies will maintain separate and individual initial attack resources. Each agency's resources will be available to assist the other agencies in all fire management related activities. During periods of extended high fire danger, resources may be co-located as deemed necessary.

C. **Standards:** Southwest Area Multi-Agency Coordinating Group (SWA MAC Group) provides coordination and recommendations for all interagency fire management activities in the State of Arizona. 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. **Supplemental Fire Department Resources:** Supplemental Fire Department Resources are coordinated by the State through Resource Mobilization Plans.

E. **Drivers Licenses:** Drivers and equipment operators will hold appropriate operating licenses as required by State and Federal law. Employees of Parties to this Agreement may operate each other's vehicles provided that operator meets the current operating guidelines and training requirements of their own Party.

IV. **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:** Each federal agency will have protection responsibility for the federal lands within that agency's jurisdiction within the State of Arizona. The Arizona Department of Forestry and Fire Management (AZ DFFM) will have protection responsibility for all non-federal lands within the State of Arizona.

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

1. **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 boundary of the federal ownership in Arizona. Maps depicting areas under reciprocal protection will be maintained at each dispatch office and at SWCC. Mutual aid provided by AZ DFFM only includes AZ DFFM employees. Agencies will not bill partners for fire assistance that does not exceed the 24-hour mutual aid period. If the supporting agency assistance exceeds the mutual aid period, then all of their incident expenses incurred are billable retroactively from the beginning of the fire. Supporting resources will be assigned a resource order if the jurisdictional agency requests them to assist beyond the mutual aid period.

All requests for assistance will be processed through the State and Federal coordinators at SWCC.

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. All aviation resources will be utilized on a reimbursable basis on all fires, regardless of reciprocal status of the fire.

2. **Acquisition of Services:** There are currently no areas in Arizona that fall under offset or fee basis rules. 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 ends with initial attack forces within the first 24 hours, there will be no charges or reimbursement by either agency.

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 agrees 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. Specific fire prevention plans should be developed by local interagency fire management personnel. Each agency may pool resources and share costs. Unit Administrators are encouraged to participate in local fire prevention cooperatives, organizations or groups, where applicable.

Each agency will emphasize measures to reduce the risk to communities and the environment according to the direction given through the 10-Year Comprehensive Strategy in the National Fire Plan.

F. **Public Use Restrictions:** Each of the agencies will follow its respective policies concerning fire restrictions on lands within that agency's jurisdiction. When feasible, agencies should coordinate the implementation of restrictions for consistency in a given area.

G. **Burning Permits:** Each of the agencies will follow its respective policies on lands within that agency's jurisdiction. Whenever feasible, agencies should coordinate the implementation of restrictions together so there is consistency in a given area.

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

I. **Smoke Management:** Prescribed burns will comply with state smoke management guidelines as determined by the Arizona Department of Environmental Quality.

V. **OPERATIONS**

A. **Fire Notifications:**

1. When Federal resources take sole action on fires that threaten or involve private lands, the Federal resources shall notify the State District Duty Officer of the location, suppression action taken and any needs. 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.
2. All Fire Reports will be entered into INFORM by the jurisdictional agency within five days of the fire called out.
3. When wildland fires threaten a neighboring jurisdiction, the agency with protection responsibility shall notify the neighboring agency of the risk and management objectives.

- B. **Boundary Line Fires:** The fire notification process above will be followed if a fire is within one mile of jurisdictional boundary.
- 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. Each of the agencies will follow its respective policies on lands within that agency's jurisdiction. Generally, there are no special land management considerations that affect independent action during initial attack. However, on federal lands with special management concerns – such as wilderness, heritage or other resource issues –suppression activities will be directed by the jurisdictional agency.
- D. **Response to Wildland Fire:**
Special Management Considerations:
1. In 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 SWCC.
 2. Agency administrators should be aware of the current Aerial Fire Retardant Avoidance Areas within Arizona.
 3. Arizona law requires that all wildfires within the state's jurisdiction be 100% suppressed.
 4. All Suppression costs related to special management considerations will be allocated following Exhibit E of the Agreement (Cost Share Agreement Instructions).
- E. **Decision Process:** When a fire is expected to exceed initial attack capabilities, all parties 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 values at risk and special management considerations identified by each agency. This will help set priority of resources allocation in the event that multiple fire starts occurred at the same time. The group should also identify those areas requiring fuels treatment/mitigation for future analysis.
- G. **Communication:** Local level of communication is required. Communications should occur prior to fire seasons and during the early stages of wildland fires.
- H. **Cost Efficiency:** 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 have the potential to impact adjacent jurisdictions. 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).
- I. **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.

- J. **Preservation of Evidence:** Evidence will be preserved in accordance with applicable Agency regulations and policies.
- K. **Resource Advisors:** Each agency reserves the right to assign a resource advisor to guide suppression actions on lands under their jurisdiction.

VI. **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.

1. The cost sharing methodologies that will be utilized should wildfire spread to a neighboring jurisdiction in a location where fire is not wanted.
2. The cost share methodologies that will be used should a jurisdiction accept or receive a wildland fire and manage it for multiple objectives.
3. 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:
 - a. 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.
 - b. 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:
 - 1) Each jurisdiction pays for its own resources – fire suppression efforts are primarily on jurisdictional responsibility lands.
 - 2) Each jurisdiction pays for its own resources – services rendered approximate the percentage of jurisdictional responsibility, but not necessarily performed on those lands.
 - 3) Cost share by percentage of ownership.
 - 4) Cost is apportioned by geographic division or percent of effort. Examples of geographic divisions are: Divisions A and B (using a map as an attachment); privately owned property with structures; or specific locations such as campground.
 - 5) 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.
- C. **Communication Systems:** See The Southwest Area Aviation Contacts and Communications Guide. Access to systems and facilities will be approved only by agency authorized personnel and in accordance with agency laws, regulations, and policies governing security of systems and facilities.

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 firefighting aircrafts and State Dispatchers and Federal 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 for requesting and obtaining IMET services from the NWS 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:** Aviation Operations on federal lands will follow the requirements within the annual Cooperator Letters of Approval.

VII. **BILLING PROCEDURES**

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

- A. **Suppression Billing:**
 - 1. **Billing Information, provide:**
 - a. Agency name and billing address
 - b. Financial Contact (name, phone, email)
 - c. Unique Entity ID (UEI)
 - 2. **Billing Timeframes:** Refer to Exhibit D
 - 3. **Indirect Cost Rates, if applicable:**

The Parties to this agreement have agreed to a flat 10% indirect rate to be applied to all billings. If an agency’s indirect cost rate falls below 10% then the applicable de minimis indirect cost rate must be used by that agency.
- 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.

VIII. **GENERAL PROVISIONS**

A. **Principal Contacts:** Refer to Exhibit B of Master Coop Agreement – Principal Contacts.

Personnel Policy: N/A

- 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 the date of last signature and remains in effect for five years unless modified or superseded.
If the current Master Coop Agreement is superseded by a new Agreement, this Operating Plan may remain in effect to the extent that it does not conflict with provisions of the new Agreement, but only until such time that all activities and conditions can be incorporated into a new Operating Plan.
- E. **Previous Instruments Superseded:** N/A
- 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.

XII. IX. REVIEW AND SIGNATURES

THADDEUS HERZBERGER  Digitally signed by THADDEUS
HERZBERGER
Date: 2023.03.23 14:35:15 -06'00'

(Agency Administrator/Fire Director)

USDOI FISH AND WILDLIFE SERVICE
SOUTHWEST REGION

Agency _____
Date: _____

JEREMY LUSHER  Digitally signed by JEREMY LUSHER
Date: 2023.06.15 14:33:16 -07'00'

(Agency Administrator/Fire Director)

USDOI NATIONAL PARK SERVICE
(INTERMOUNTAIN) REGION

Agency _____
Date: _____

RAYMOND SUAZO Digitally signed by RAYMOND SUAZO
Date: 2023.05.04 15:09:29 -07'00'

(Agency Administrator/Fire Director)

USDOJ BUREAU OF LAND MANAGEMENT
ARIZONA STATE OFFICE

Agency
Date: _____

JOHNSON BENALLIE Digitally signed by JOHNSON BENALLIE
Date: 2023.05.18 12:50:13 -06'00'
Navajo Region Fire Management Officer

(Agency Administrator/Fire Director)

USDOJ BUREAU OF INDIAN AFFAIRS
NAVAJO REGION

Agency
Date: 5/18/23

John Truett Digitally signed by John Truett
Date: 2023.02.24 14:31:00 -07'00'

(Agency Administrator/Fire Director)

STATE OF ARIZONA
ARIZONA DEPARTMENT OF FORESTRY AND FIRE MANAGEMENT

Agency
Date: _____

JACOB NUTTALL Digitally signed by JACOB NUTTALL
Date: 2023.02.24 14:57:41 -07'00'

(Agency Administrator/Fire Director)

USDA FOREST SERVICE
SOUTHWESTERN REGION

Agency
Date: _____

CARLOS NOSIE Digitally signed by CARLOS NOSIE
Date: 2023.03.28 13:42:03 -07'00'

(Agency Administrator/Fire Director)

USDOJ BUREAU OF INDIAN AFFAIRS
WESTERN REGION

Agency
Date: _____

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 [Arizona] costs of fires occurring in and out of [Arizona], 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 [January 01] of each year. Minimum Billing Threshold is [\$500.00] 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. All aviation resources will be utilized on a reimbursable basis on all fires.
 The [Arizona Department of Forestry and Fire Management] 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 (Arizona), state agencies are the Protecting Agency and a billing is appropriate. Minimum Billing Threshold is [\$500.00] and applies to all fires included in this process.

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b) **State Billings by Incident:** When one of the States is the Supporting Agency and the fire is within the State of (*Arizona*), 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 (*Arizona*), the State will bill all applicable costs to the jurisdictional Federal Agency or agencies. Operating plans will include billing location information. Minimum Billing Threshold is \$500.00 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.

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 [state] will be billed individually to the Jurisdictional Agency. Severity assignments are reimbursable under the Reciprocal Fire Protection Act.

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 Unique Entity ID (UEI) number. The UEI number is assigned by SAM to identify unique business entities. For more information, refer to <https://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 UEI

D. **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

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documents will not be required unless summary cost data is disputed, there is a Fire Management Assistance Grant, or unless specific agency regulations require cost source documents.

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

- E. **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.
- F. **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.
- G. **Financial Dispute Resolution:** If a conflict arises between the agency's payment processes, the terms of the billing document, or the costs associated with the billing document, the Parties should attempt to resolve the differences. If the differences cannot be resolved after consultation between the Parties, the Parties follow their dispute resolution processes.

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.

IV. Accounting Records

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

V. Internal Control

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

VI. Reimbursable Costs

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

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

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

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

of the Supporting Agency.

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

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

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

The Parties to this agreement have agreed to a flat 10% indirect rate to be applied to all billings. If an agency's indirect cost rate falls below 10% then the applicable de minimis indirect cost rate must be used by that agency.

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. N/A
2. For rates greater than 10%, the payment recipient shall provide either an applicable negotiated indirect cost rate agreement (NICRA) from a cognizant Federal Agency, or an indirect cost rate summary in a format that clearly defines the indirect cost rate and MTDC. N/A
3. The payment recipient must maintain adequate documentation to support the methodology and computation of the indirect cost rate. Documentation must be made available to the Federal Agency upon request.
4. Failure to provide adequate documentation supporting the indirect cost rate could result in disallowed costs and repayment to the Federal Agency.

VII. Source Documentation

MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT

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

EXHIBIT E

Cost Share Agreement Instructions

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

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

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

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

DEFINITIONS:

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

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

7. List the appropriate personnel filling ICS positions on the fire.

8. 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.
9. List the Agency having legal responsibility for structural protection, and any pertinent control information or contacts.
10. 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.
11. 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.

MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT

- 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.

Exhibit F

Cost Share Agreement

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

- 1. Fire Name: _____ Origin Date: _____ Time: _____
- 2. Origin: Township _____ Range _____ Section _____
- 3. Estimated Size: _____ Acres at the time of this Agreement
- 4. Agency: _____ Fire # _____ Accounting Code _____
 Agency: _____ Fire # _____ Accounting Code _____
 Agency: _____ Fire # _____ Accounting Code _____
 Agency: _____ Fire # _____ Accounting Code _____
- 5. This Agreement becomes effective on: _____ at _____ and remains in effect until amended or terminated.
- 6. Overall direction of this incident will be by () Unified Command, or by () Single Command structure. Identify below personnel filling the following positions:

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

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

- 8. Geographic responsibility (if appropriate) by Agency is defined as follows:
 Agency _____ Geographic Responsibility _____
 Agency _____ Geographic Responsibility _____
 Agency _____ Geographic Responsibility _____
- 9. The Agency responsible for structural protection will be _____
- 10. Special operational conditions agreed to (include as appropriate air operations, base camp, food service, fire investigation, security, etc.) List cost share information in Item #11. _____

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

Cost Centers:	Agency:	Agency:	Agency:

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

13.

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

List of Attachments (if any) _____

Exhibit G

Supplemental Fire Department Resources Template

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

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

Mobilization

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

Reimbursable Costs

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

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

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

Personnel

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

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

Rate Determination

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

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

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

<u>OPM</u> 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 FFT1	HECM		EQPI		
GS-5		ICT5	ENOP		SCKN	BCMG EQPM INCM ORDM RCDM SECM	CLMS EQTR INJR PTRC	
GS-6		ICT4	CRWB DOZB ENGB FALB FELB STAM TRPB WHSP	AOBS DECK HELB RAMP	DOCL FOBS TNSP	COMT		EDSD
GS-7		IOF3		HELM SEMG	GISS	EMTB EMTI		

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

- 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.

Other costs submitted by an agency with written justification or otherwise agreed to in writing by the (FEMA) Associate Administrator or the (FEMA) Regional Administrator and the agency.

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

- 4. Duration of Assignments:** Consideration must be given to the health and safety of personnel when assigned to incidents. Parties agree that Incident Commanders will release resources to their primary responsibilities as soon as priorities allow. Incident Commanders shall also adhere to rest and rotation policies of respective responding agencies. Mobilization activities shall be accomplished utilizing established dispatch coordination concepts per the current National Interagency Mobilization Guide.
- 5. Procurement:** The (State of Arizona) derives its procurement authority from its inherent powers and its own laws, and is therefore not subject to federal procurement laws. Whenever the (State of Arizona) is responsible for the management of an incident (including an incident within the Direct Protection Area of a Federal Agency), the (State of Arizona) will comply with (Arizona State) 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**

Incident Billings:

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

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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 of Arizona) by (June 01). The (State of Arizona) 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 of Arizona) incident assistance may include administrative overhead, not to exceed the applicable (State of Arizona) indirect cost rate.
7. **Billing Addresses:**

All bills for services provided to the (State of Arizona) will be mailed to the following address for payment:

AZ Department of Forestry and Fire
1110 W. Washington Suite 500
Phoenix, AZ 85007
Financialadmin@dffm.az.gov

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:

US Forest Service, Southwestern Regional Office
Fire & Aviation Management
333 Broadway Blvd SE
Albuquerque, NM 87102
SM.FS.R3famIncBus@usda.gov

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

Bureau of Land Management
Arizona State Office
ATT: Incident Business
One North Central Avenue, Suite 800

Phoenix, AZ 85004-2203

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

National Park Service
Fire and Aviation Management
Interior Regions 6, 7, and 8
12795 West Alameda Parkway
Lakewood, CO 80228

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

BIA Navajo Region Branch of Wildland Fire & Aviation Management
P.O.B. 1060 N443
Gallup, NM 87305

BIA Western Region
Branch of Fire Management
Attn: Incident Business
2600 N. Central Avenue
4th Floor Mailroom
Phoenix, AZ 85004

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

US Fish & Wildlife Service,
Southwest Region
Division of Fire Management
500 Gold Ave SW
Albuquerque, NM 87102

- 8. **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.
- 9. **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.
- 10. **Payments:** Payments will refer to the bill number and incident name and will be sent to the appropriate billing address.

149 **Exhibit I. Supplemental Fire Project Agreement**

150 **SUPPLEMENTAL FIRE PROJECT AGREEMENT**

151 **Between**

152 (c)

153 **And**

154 (d)

155 This Supplemental Fire Project Agreement (Agreement) is hereby made and entered into by and between
156 (e) , hereinafter referred to as “the Cooperator,” and (f) , hereinafter referred to as the Federal Agency
157 under the Reciprocal Fire Protection Act of May 27, 1955, (69 Stat. 66; 42 U.S.C. 1856a) and under the provisions
158 of the Master Cooperative Wildland Fire Management and Stafford Act Response Agreement No. (g) ,
159 executed between the Parties

160
161 Project Title: (h)
162

163 **I. BACKGROUND**

164 As referenced above, the Parties (directly or through their respective agencies) entered into a Master
165 Cooperative Wildland Fire Management and Stafford Act Response Agreement (Master Agreement). The Master
166 Agreement allows for the Parties to cooperatively conduct projects or share resources for fire protection and
167 prevention, which includes such activities as prescribed fire/fuels management, preparedness, fire
168 analysis/planning, rehabilitation, training, public affairs, and other beneficial efforts in support of interagency
169 fire management.

170 **II. PURPOSE:**

171 The purpose of this Agreement is to document the Parties’ contributions and cooperation regarding (i) . This
172 project is further described in the hereby incorporated Financial and Project Plan, attached as Exhibit (j) .

173 **III. THE COOPERATOR SHALL:**

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

180 **IV. THE FEDERAL AGENCY SHALL:**

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

183 PAYMENT/REIMBURSEMENT. The Federal Agency shall reimburse the Cooperator for the Federal
184 Agency's share of actual expenses incurred, not to exceed ^(k)\$, as shown in the attached Financial Plan.
185 The Federal Agency shall make payment upon receipt of the Cooperator's ^(m) invoice. Each invoice
186 from the Cooperator must display the total project costs for the billing period.

187 Each invoice must include, at a minimum:

- 188 1) Cooperator's name, address, and telephone number
- 189 2) Federal Agency project Agreement number
- 190 3) Invoice date
- 191 4) Performance dates of the work completed (start and end)
- 192 5) Total invoice amount for the billing period

193 The invoice must be forwarded to: ⁽ⁿ⁾

194 Send a copy to: ^(o)

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

199 Billings must be sent to: ^(q)

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

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

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

212 The special billing requirements are: ^(s)

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

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

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

220 ^(v)Principal Cooperator Contacts:

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

221 ^(w)Principal Federal Agency Contacts:

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

222 B. LIABILITY. As set forth under the provisions of the Master Agreement.
 223

224 C. ^(x)Mutually agree to the Burn Plan as incorporated in this Agreement, and to any agreed upon revision
 225 thereof. If the revision to the Burn Plan does not materially affect the purpose and/or terms of the
 226 Agreement, but rather only revises the implementation of the project, then a modification to this
 227 Agreement is not necessary. The most recent revision of the Burn Plan will automatically be incorporated
 228 into this Agreement and a copy will be provided to the Principal Contacts listed above.
 229

230 D. In the event of a conflict between the provisions of this Agreement and the Master Agreement, the
 231 Master Agreement shall take precedence.
 232

233 E. ^(y) PURCHASE OF ASSETS. Any assets (such as equipment, property, or improvements) purchased by the
 234 Federal Agency with the Cooperator’s contributions shall become the property of the Federal Agency,
 235 unless otherwise documented via separate authority and instrument.

- 236 F. ^(z)PROPERTY IMPROVEMENTS. Improvements placed on federal land at the direction, or with the approval
 237 of, the Federal Agency becomes property of the United States. These improvements are subject to the
 238 same regulations and administration of the Federal Agency as would other agency improvements. No part
 239 of this Agreement entitles the Cooperator to any interest in the improvements, other than the right to use
 240 them under applicable Federal Agency Regulations.
 241
- 242 G. PARTICIPATION IN SIMILAR ACTIVITIES. This Agreement in no way restricts the Parties from participating in
 243 similar activities with other public or private agencies, organizations, and individuals.
 244
- 245 H. ENDORSEMENT. Either Party's contributions made under this Agreement do not by direct reference or
 246 implication convey endorsement of each other's products or activities.
 247
- 248 I. ALTERNATE DISPUTE RESOLUTION. In the event of any issue of controversy under this Agreement, the
 249 Parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These
 250 procedures may include, but are not limited to, conciliation, facilitation, mediation, and fact finding.
 251
- 252 J. MODIFICATION. Modifications within the scope of this Agreement must be made by mutual consent of the
 253 Parties, by the issuance of a written modification signed and dated by all properly authorized, signatory
 254 officials, prior to any changes being performed. Requests for modification should be made, in writing, at
 255 least ^(aa) days prior to implementation of the requested change. Neither Party is obligated to fund
 256 any changes not properly approved in advance.
 257
- 258 K. TERMINATION. Either Party, in writing, may terminate this Agreement in whole, or in part, at any time
 259 before the date of expiration. Neither Party shall incur any new obligations for the terminated portion of
 260 this Agreement after the effective date and shall cancel as many obligations as possible. Full credit shall be
 261 allowed for each Party's expenses and all non-cancelable obligations properly incurred up to the effective
 262 date of termination.
 263
- 264 L. COMMENCEMENT/EXPIRATION DATE. This Agreement is executed as of the date of last signature and is
 265 effective through ^(bb) at which time it will expire unless extended.
 266 If the referenced Master Agreement is superseded by a new Master Agreement, this project agreement
 267 may remain in effect to the extent that it does not conflict with the provisions of the new Master
 268 Agreement, but only until such time that the project can be completed or modified to be incorporated
 269 within the terms of the new Master Agreement.
- 270 M. AUTHORIZED REPRESENTATIVES. By signature below, the Parties certify that the individuals listed in this
 271 document as representatives of each Party are authorized to act in their respective areas for matters
 272 related to this Agreement.

(cc)

(dd) _____, (ee)

Date

(ff)

(gg)

(hh) _____, (ii)
(jj)

Date

(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

273

MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT

INSTRUCTIONS for Supplemental Project Agreement

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

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

- (a) Federal Agency Project Agreement No. For example, Forest Service uses the following format: *FY-FP-11RRU/SS-XXX*.
- (b) Cooperator Project Agreement No. Insert Cooperator project agreement number, if applicable.
- (c) Insert name of Cooperator (state, local, tribal, or subdivision thereof).
- (d) Insert name of Federal Agency, including applicable Region, Office, or Unit.
- (e) Insert Cooperator name as cited above.
- (f) Insert Federal Agency name as cited above.
- (g) Insert corresponding Federal Agency Agreement # as identified on the Master Coop Agreement.
- (h) Insert project title.
- (i) Enter brief project description.
- (j) Insert alpha or numeric reference to the Exhibit added that provides a Financial and Project Plan. Note: The Project Plan may include tasks/projects defined in the Operating Plan (as referenced in the Background section), or it may be a Burn Plan, if applicable.
- (k) Insert amount. If the Federal Agency is not obligating funds for reimbursement to the Cooperator, then delete this provision.
- (l) Insert amount. If the Federal Agency is not collecting funds from the Cooperator, then delete this provision.
- (m) Select and insert the appropriate billing cycle: monthly, quarterly, semi-annual, or annual. Note: quarterly dates (December 31, March 31, June 30, and September 30), semi-annually (March 31, and September 30) or annually (September 30 or earlier).
- (n) Insert Federal Agency name as cited above and billing address. (For Forest Service, use Albuquerque Service Center, Payments – Grants & Agreements, 101B Sun Ave NE, Albuquerque, NM 87109, FAX: 877-687-4894)
- (o) Insert other contact name and address, if applicable, otherwise delete.
- (p) Insert the Federal Agency burden/overhead rate. Enter 'shall not be assessed' if burden is not applicable.
- (q) Enter Cooperator's name, name of point of contact, and mailing address to which billing documents should be sent.
- (r) If the Federal Agency is not the Forest Service or if the Forest Service is not collecting funds, delete this provision.

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

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

- (s) Insert special billing requirements here, such as whether the billing requirements are either with each bill, upon project completion, or annually.
- (t) If the Federal Agency is not the Forest Service or if the Forest Service is not collecting funds, delete this provision.

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

- (u) May be changed to accommodate additional contacts.
- (v) Insert ALL of the requested information below. If information is unavailable, then make a good-faith effort to obtain.
- (w) Insert ALL of the requested information below. If information is unavailable, then make a good-faith effort to obtain.
- (x) If a Burn Plan is not attached, remove this provision.
- (y) If the Federal Agency is not collecting funds from Cooperator, delete this provision.
- (z) Mandatory provision IF property improvements result from a project on federal lands.

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

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

MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT

(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.