

**NEW MEXICO MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT RESPONSE
AGREEMENT**

Between

UNITED STATES DEPARTMENT OF THE INTERIOR

BUREAU OF LAND MANAGEMENT

New Mexico State Office, Agreement Number BLM-MOU-NM-931-2018-005 and DUNS Number
614053387

NATIONAL PARK SERVICE

Intermountain Region, Agreement Number P18PG00149 and DUNS Number 926180977

BUREAU OF INDIAN AFFAIRS

Southwest Regional Office, Agreement Number A18AC00032 and DUNS Number 926038407
Navajo Regional Office, Agreement Number A18AC00027 and DUNS Number 926038407

UNITED STATES FISH AND WILDLIFE SERVICE

Southwest Region, Agreement Number 18FF02R03000A001 and DUNS Number 151157950

**UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE**

Southwest Region 3, Agreement Number 18-FI-11031600-006 and DUNS Number 929332484

UNITED STATES DEPARTMENT OF ENERGY

National Nuclear Security Administration, Los Alamos Field Office, Agreement Number 3208NA286731
and DUNS Number 002716731

STATE OF NEW MEXICO

Energy, Minerals and Natural Resources Department – Forestry Division,
Agreement Number 18-521-2300-0098 and DUNS Number 808561849

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I) AUTHORITIES:

Reciprocal Fire Protection Act of May 27, 1955, as amended (69 Stat. 66; 42 U.S.C. 1856 et seq.)
Robert T. Stafford Disaster Relief and Emergency Assistance Act (P.L. 93-288) (42 U.S.C. 5121)
Homeland Security Act of 2002 (P.L. 107-296)
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
Department of Energy Organization Act of August 4, 1977 (P.L. 95-91;42 U.S.C. §7101 et seq.) (NA-LA)
Department of Energy Order 151.1C (NA-LA)
Forest Conservation Act, NMSA 1978, Sections 68-2-6, 68-2-8, and 68-2-24 (EMNRD)
State of New Mexico, Disaster Location Act, NMSA 1978, Sections 12-11-23 through 12-11-25 (EMNRD)
State of New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1 et seq. (EMNRD)
Federal Emergency Management Agency, Disaster Assistance; Fire Management Assistance Grant Program, 44 CFR Part 204 (EMNRD)

II) PURPOSE

The purpose of this **NEW MEXICO MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT RESPONSE 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.

For Federal Agencies, only, in addition to improving efficiency in addressing wildland fire management activities, this Agreement facilitates improved coordination regarding other incidents. The National Response Framework (NRF) applies to all federal departments and agencies that may be requested to provide assistance or conduct operations during all-hazard events. However, this Agreement **ONLY** covers all-hazard events that are, or may become, declared as emergencies or major disasters that occur under the auspices of a Presidential Declaration of Emergency or Major Disaster under the Stafford Act, which may include wildland fire management and non-wildland emergencies or major disasters. These events may also require a coordinated response by an appropriate combination of state and tribal entities, along with the Federal Agencies.

For Federal Agencies, only, this Agreement documents the commitment of the Federal Agencies 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.

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In addition, presidentially-declared emergencies and disasters or other emergencies and disasters under the Federal Emergency Management Agency's authority are covered under this Agreement with authorization from the Governor of New Mexico or the New Mexico Department of Homeland Security and Emergency Management Service.

III) PARTIES TO THE AGREEMENT

The Parties to this Agreement are:

The State of New Mexico Energy, Minerals and Natural Resources Department, Forestry Division, hereinafter called "EMNRD, Forestry Division"; and

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

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

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

The United States Department of the Interior, Bureau of Indian Affairs, Southwest Regional Office and Navajo Regional Office, hereinafter called the "BIA"; and

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

The United States Department of Energy, National Nuclear Security Administration, Los Alamos Field Office (NA-LA), hereinafter called the "NA-LA".

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

The Federal Agencies, and the EMNRD, Forestry Division will hereinafter be referred to as the "Parties to this Agreement".

IV) TERMINOLOGY, EXHIBITS, AND SUPPLEMENTS

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

For Federal Agencies, in the event of a conflict, the applicable definitions for the response type, wildland fire versus Stafford Act responses will take precedence. For wildland fire, that is the NWCG Glossary of Wildland Fire Terminology, found on the "Publications" page of the National Wildfire Coordinating Group web-page (www.NWCG.gov, or by direct link at <http://www.nwcg.gov/pms/pubs/glossary/index.htm>), and Stafford Act Response terminology corresponds to the FEMA NIMS glossary, available at in the NIMS document (downloadable at http://www.fema.gov/pdf/emergency/nims/NIMS_core.pdf).

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1. **Incorporation of Exhibits into Agreement:** The following exhibits are hereby incorporated into this Agreement (Note that Exhibit F. Use and Reimbursement for Stafford Act Shared Resources relates only to Stafford Act responses):

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

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

2. **Acknowledgement of Supplements to the Agreement:** Supplements to this Agreement, Operating Plans, Joint Projects and Project Plans, and Cost Share Agreements will further describe working relationships, financial arrangements, and joint activities not otherwise specified under the terms of this Agreement.
3. **Hierarchy and Precedence for Agreements, Exhibits, Operating Plans, Etc.:** Any inconsistencies in this Agreement and attachments thereto shall be resolved by giving precedence in the following order:
- This Agreement
 - Geographic or Statewide Operating Plan
 - Sub-geographic (Local) Operating Plan
 - Cost Share Agreements
 - Exhibits to this Agreement
 - Joint Projects, Project Plans, or Supplemental Project Agreements

V) **PERIOD OF PERFORMANCE**

4. **Commencement/Expiration:** This Agreement shall be effective and in effect for five years, beginning from the date of the last signature.
5. **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. The EMNRD, Forestry Division shall coordinate any modifications. Exhibit B. Principal Contacts and Billing Addresses may be updated without a written modification to this Agreement.
6. **Termination:** Any Party to the Agreement shall have the right to terminate its participation

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under this Agreement by providing one-year advance written notice to the other Parties.

7. **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.
8. **Previous Agreements Superseded:** This Agreement supersedes the following:

EMNRD, Forestry Division	08-521-2300-0288	As Amended
BLM	GDA080001	As Amended
NPS	F1250080001	As Amended
BIA SW Region	A12PG00090	As Amended
BIA Navajo Region	A13PG00006	As Amended
FWS	201818J601	As Amended
USFS	08-FI-11031600-035	As Amended
NA LA	3208NA28673000	As Amended

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

9. The EMNRD, Forestry Division, is responsible for wildland fire protection on non-municipal, non-tribal, and non-federal lands in New Mexico. The respective Federal Agencies are responsible for wildland fire protection on lands under their jurisdiction. These lands 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.
10. The Parties to this Agreement maintain fire protection and fire management organizations; and the Parties are public agencies as defined in NMSA 1978, Section 11-1-2.
11. 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.
12. It is the intent of the Parties to this Agreement that state and local government 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.
13. 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 EMNRD, Forestry Division and local governments are responsible to protect.
14. 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.
15. Local fire resources are often mobilized within New Mexico pursuant to separate EMNRD, Forestry Division agreements with local fire departments or fire organizations, with reimbursement handled according to the terms detailed within those agreements.

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16. It is expected that all federal agencies will coordinate assistance and operations during Stafford Act responses by following the procedures and requirements established in the National Response Framework (NRF). This Agreement documents the commitment of the Parties to provide cooperation, resources, and support to the Secretary of Homeland Security and Administrator of the Federal Emergency Management Agency (FEMA) in the implementation of the NRF, as appropriate and consistent with their own authorities and responsibilities. Some state, local, and tribal resources are limited by statute to wildland fire response, requiring the governor or tribal authority to specifically approve mobilization outside of their state or tribal lands for non-fire emergencies. State or tribal emergency declarations and responses for all hazard and non-Stafford Act responses are outside the scope of this Agreement.
17. The Responsibilities of the Parties to this Agreement shall be distinguished as follows:
- a. **Jurisdictional Agency** – An agency having land and resource management responsibility or fire suppression responsibility for a specific geographical 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** – An agency responsible for providing direct incident management within a specific geographical area pursuant to its jurisdictional responsibility or as specified and provide by contract, cooperative agreement, etc.
 - c. **Supporting Agency** - An agency providing suppression or other support and resource assistance to a Protecting Agency.

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

VII) INTERAGENCY COOPERATION

18. **The EMNRD, Forestry Division as Liaison for the State of New Mexico:** The State Forester or designee is the liaison from the State of New Mexico to the Federal Agencies.
19. **Other State Agencies:** When Federal Agencies require fire suppression assistance from State of New Mexico agencies other than the EMNRD, Forestry Division, the Federal Agencies shall make the request through the appropriate EMNRD, Forestry Division district office. The State Forester shall keep the New Mexico Department of Homeland Security and Emergency Management advised of developing fire situations with potential for civil disaster or the need for other state agency resources.
20. **National Guard Assistance:** The Federal Agencies may only seek National Guard assistance, for wildland fire emergency purposes, through the EMNRD, Forestry Division, State Forester to the Governor, for a Governor's declared emergency. The Incident Commander shall advise the EMNRD, Forestry Division, State Forester, upon the termination of the wildland fire emergency for purposes of demobilizing the National Guard. At that time, the EMNRD, Forestry Division State Forester shall advise the Governor and the Adjutant General's Office of Military Affairs Department that the fire emergency no longer exists.
21. **The EMNRD, Forestry Division as Liaison for Local Government Resources:** The EMNRD, Forestry Division shall act as coordinator for New Mexico local government resources, including county and municipal fire departments, for the purposes of coordinated fire management services within and beyond New Mexico's boundaries per agreements between the EMNRD, Forestry

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Division and local governments. Federal Agencies shall request local government resources through the appropriate EMNRD, Forestry Division district office.

22. **Southwest Coordinating Group (SWCG):** The SWCG provides coordination and recommendations for all interagency fire management activities in New Mexico, Arizona, western Texas, and western Oklahoma. Membership, procedures, and guidelines will be agreed to and documented in the SWCG Charter (Memorandum of Understanding or Standard Operating Procedures).
23. **National Incident Management System:** The Parties to this Agreement will operate under the concepts defined in the *National Incident Management System* (NIMS). In implementing these concepts, Parties to this Agreement will be expected to follow the National Wildfire Coordinating Group's (NWCG) minimum standards as defined in the *Wildland Fire Qualifications Systems Guide* (PMS-310). NWCG recognizes the ability of cooperating agencies at the local level to jointly define and accept each other's qualifications for initial attack, extended attack, fire operations, and prescribed fire. These NWCG minimum standards are NIMS compliant. The following NIMS concepts will be followed as they are implemented: Incident Command System (ICS), qualifications system, training system, the management of publications, and participating in the review, exchange, and transfer of technology as appropriate for providing qualified resources, and for the management of incidents covered by this Agreement.
24. **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 written for more than one year, but shall 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.
25. **Interagency Dispatch Centers:** The Parties to this Agreement agree to maintain, support, and participate in Interagency Dispatch Centers, as appropriate. It is intended that center managers be from any of the participating agencies and as such have the agency-specific authorities from each participating agency to conduct the center's operation, except where prohibited by law.

Staffing, funding, and level of participation will be agreed to by the affected Parties to this Agreement and documented in operating plans or appropriate mobilization guides. The transfer of funds between Parties for the purposes of operations other than wildland fire suppression requires a separate agreement.
26. **Southwest Coordination Center:** The Parties to this Agreement recognize the Southwest Coordination Center in Albuquerque, NM 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 Geographic Area Coordination Center as appropriate. Parties to this Agreement are not precluded from independent movement of resources.
27. **Interagency Resources:** Interagency funding, staffing, and use of resources and facilities will be pursued by the Parties to this Agreement whenever an interagency approach is appropriate and cost effective. Shared staffing and funding will be commensurate with each Parties use of resources, will be agreed to and documented in operating plans, and will be subject to the availability of appropriations.

To the extent practical, additional preparedness resource requests will be coordinated. The coordination process will be identified in the appropriate operating plan.

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28. **State to State Response:** Should EMNRD, Forestry Division intend to use the USFS' assistance to seek reimbursement for amounts the EMNRD, Forestry Division expended for resources and services provided to another state for the management and suppression of wildfire, that state shall agree to meet the obligations and requirements, including any reasonable administrative fees, as agreed upon by the state and USFS and detailed in Exhibit D. Reimbursable Billings and Payments. Should EMNRD, Forestry Division intend to use the USFS' assistance to accept the reimbursement amounts expended for resources and services provided from another state, and have the USFS 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 USFS, and detailed in Exhibit D. Reimbursable Billings and Payments.
29. **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

30. **Protection Planning:** Annually, before March 15, zone 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.
31. **Protection Areas and Boundaries:** Protection areas, as defined by boundaries, will be mapped or described, and made a part of operating plans.
32. **Methods of Fire Protection and Suppression:** One agency may provide fire protection services on lands under the jurisdiction of another, within its authority and as authorized by law. The following are different methods to provide those services:
- a. **Initial Attack Exchange 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 initial attack period. The length of the initial attack period is usually 24 hours and will be documented in the operating plan. Initial mobilization of resources will be the start of the 24-hour period.

When the Protecting Agency provides initial attack exchange fire protection services and the incident exceeds initial attack capabilities, the Protecting Agency shall notify the Jurisdictional Agency and the Jurisdictional Agency shall assume suppression responsibility for the fire. Under this situation, the Protecting Agency's status changes to Supporting Agency and the Jurisdictional Agency shall bear all costs, including initial attack. The Jurisdictional Agency shall not be required to reimburse costs to Protecting or Supporting Agencies for fires that exceed initial attack capabilities if the Protecting or Supporting Agency does not notify the Jurisdictional Agency within a reasonable time, not to exceed 24 hours.

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- b. **Reimbursable (Cooperative) Fire Protection:** The Protecting Agency may request suppression resources of other Agencies for its protection work. The Protecting Agency shall pay for such resources. See Exhibit D. Reimbursable Billings and Payments.
- c. **Exchange (Offset) Fire Protection:** Agencies may exchange responsibility for fire protection for lands under their jurisdiction. The rate of exchange will be based upon comparable cost, acreage involved, complexity, and other factors as appropriate and 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 may establish a separate agreement and 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 its 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 USFS provides that the parties agree not to bill each other for suppression services.

- 33. **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 agreements or other appropriate written documents executed by the authorized signatories of the involved parties. This may include a Supplemental Project Agreement, Exhibit G, or another written document.
- 34. **Fire Prevention:** The Parties to this Agreement agree to cooperate in the development and implementation of fire prevention programs. Unit Administrators will ensure that fire prevention goals and activities are planned at local levels and are addressed in the appropriate operating plans. Specific fire prevention plans should be developed by local interagency fire management personnel. The Parties to this Agreement may pool resources and share costs. Unit Administrators are encouraged to participate in local fire prevention cooperatives, organizations, or groups, where applicable.
- 35. **Fire Restrictions and Burning Permits:** Parties will follow their own agency policy and applicable laws.
- 36. **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 Clause 33, Joint Projects and Project Plans). Any instrument processed under this clause shall be in accordance with each Party's applicable laws, regulations or rules, and policy requirements.

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37. **Smoke Management:** Within their authorities, the Parties to this Agreement agree to cooperate in smoke management efforts for wildfires and prescribed fires and shall comply with applicable smoke management plans and laws. The need for air resource advisors is increasing and additional technical expertise may be available through New Mexico Environment Department.

IX) OPERATIONS

38. **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.
39. **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 act on fires for which the Protecting Agency is responsible. Fire reports will be sent to Jurisdictional Agencies within 30 days after a fire is declared out.
40. **Boundary Line Fires:** A boundary line fire, as defined in Exhibit A. Glossary, will be the initial attack responsibility of the Protecting Agencies on either side of the boundary. Each Protecting Agency will make every reasonable effort to communicate with the other(s) concerning the fire.
- a. The Protecting Agencies shall designate an Incident Commander or establish a Unified Command in consideration of the lands threatened. The Agencies shall notify the appropriated zone dispatch of the designation as soon as possible. The qualifications of the Incident Commander shall be based on the fire's complexity and the National Wildland Fire Qualifications System.
 - b. The Protecting and Jurisdictional Agencies shall participate in joint planning sessions to reach agreement on strategy and tactics in accordance with policy guidelines that the Jurisdictional Agencies prescribe.
 - c. The Jurisdictional Agency administrators or their authorized representatives shall prepare a Cost Share Agreement. See Exhibit E. Cost Share Agreement.

Failure to comply with conditions stated in a and b above are grounds for denial of payment by the Agency that was not afforded due consideration.

41. **Independent Action:** Except as otherwise limited in 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 acting 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 or rules of the Jurisdictional Agency.

Due to security restrictions and concerns, before an Agency, besides LANL, responds to wildland fire on property owned by NA-LA and occupied by the Los Alamos National Laboratory (including airspace above said Laboratory), the Agency will need to provide notification and obtain permission to respond. To facilitate granting of such permission, Agencies should contact the LANL Emergency Operation Division 24/7 Duty Officer at 505-667-6211.

42. **Escaped Prescribed Fires:** Wildfires resulting from escaped prescribed fires that were ignited

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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.

43. **Response to Wildland Fire:** All actions taken on a fire will be consistent with the Jurisdictional Agency's pre-planned objectives for the area in which the fire occurs and the terms of this Agreement. Jurisdictional Agencies will coordinate with the Protecting Agencies on response expectations and land management requirements.

The EMNRD, Forestry Division is responsible for prevention and suppression of wildfires on non-federal, non-tribal, and non-municipal lands within the state. The EMNRD, Forestry Division does not have jurisdiction to make land management decisions for state, local government, and private lands for which it has fire suppression responsibility. Federal wildfires that are not human-caused may be managed for multiple objectives as established in land and resource management plans. These areas and the process for managing the fire will be documented in local operating plans. This may require the Jurisdictional Agency to fulfill certain fire management responsibilities. Adjacent fire protection entities, including state and local government, should be consulted regarding fire management strategies used in these areas, and share in the decision-making process whenever possible. When a wildfire or that portion of a wildfire being managed to maintain or enhance natural or cultural resources, spreads to a protection area where it is not wanted, the Jurisdictional Agency(s) who established the objective will assume costs for that portion.

All fire agencies have primary responsibility for fire suppression within their respective protection areas. All agencies, as appropriate, should be involved in developing the strategy, tactics, and mitigation actions to be used if the fire has the potential to impact another protection area. When the fire spread to another protection area is imminent or appears likely, the agencies will identify financial responsibilities and as appropriate, cost share methodologies, and document the decisions and rationale. If agreement cannot be reached regarding financial responsibilities, discussion will be elevated to the next level agency administrators for the respective agencies.

Agency policy requires that a decision document be completed for all fires. Responsibility for development of the decision document shall be the joint responsibility of the agency administrators from the Jurisdictional Agency and the Protecting Agency of all affected agencies. The decision documentation process will be described in local operational plans.

Protection responsibilities have been exchanged throughout New Mexico to promote efficiencies and reduce multi-agency response efforts. In areas where protection has been given to the EMNRD, Forestry Division or another federal agency, the Jurisdictional Agency is not expected to provide suppression resources unless agreed to in writing between the local agencies involved. In these areas, Jurisdictional Agencies should not enter into suppression agreements with local departments or counties where they do not have protection responsibility.

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

NEW MEXICO MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT RESPONSE AGREEMENT

45. **Preservation of Evidence:** The agency with jurisdiction over the location where the fire originated shall be responsible for any law enforcement action. 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 extent practicable. Affected Parties to this Agreement will meet to determine an appropriate investigation process.

46. **Structure Fire Suppression:** Nothing in this Agreement is intended to make Federal Agencies or the EMNRD, Forestry Division responsible for structure fire suppression. The Agencies involved may negotiate reasonable community protection activities in advance and include them in the delegation of authority.

Wildland fire resources across New Mexico generally do not have the responsibility as well as the capability and training to perform *structure fire suppression* actions. Protection of structures and communities in the wildland urban interface is a shared partnership between the home and landowners and their servicing fire agencies.

47. **Structure Protection:** Wildland fire agencies have primary responsibility for wildland fire suppression strategies within their respective protection areas, to include providing community defense and *structure protection*. Wildland fire resources may assist local fire agencies in protecting communities and structures from an advancing wildland fire.

48. **Stafford Act Response:** For Stafford Act responses, procedures and requirements established in the National Response Framework (NRF) shall be used by Federal Agencies to this Agreement to authorize and accomplish any required response or support tasks. Any Federal Agencies requesting support pursuant to a Stafford Act response shall issue written instructions and funding limitations to any Federal Agencies providing cooperation, resources, or support. Mobilization activities will be accomplished using established dispatch coordination concepts pursuant to the current National Interagency Mobilization Guide.

X) **USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES**

49. **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 New Mexico, or the other Parties to this Agreement to enter into any contract or other obligation for the future payment of money exceeding 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.

50. **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.

51. **Cost Share Agreement:** Whenever multiple jurisdictions including lands under State jurisdiction are affected due to the location of a wildland fire, it is mandatory to develop and implement a Cost Share Agreement (or Apportionment Process, if applicable). Only the State Forester or designee may enter into cost share agreements on behalf of the EMNRD, Forestry Division. The Cost Share Agreement must address how the Parties to this Agreement will handle cost-sharing for wildland fires that spread to another jurisdiction. Except as otherwise provided by Clauses 41, Independent Action, and 60, Billing Procedures, a cost share agreement will be approved by the responsible Unit Administrators or their authorized representatives when the

NEW MEXICO MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT RESPONSE AGREEMENT

incident involves lands of more than one Protecting Agency. See Clause 40, Boundary Line Fires, and Exhibit E. 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.

52. **Procurement:** At the time of the incident, the affected agencies will determine the appropriate procurement procedures that will be followed.
53. **Licensing:** Drivers and equipment operators will hold appropriate operating licenses to meet state and federal laws and employing agency regulations or rules 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. Only State of New Mexico employees may operate State of New Mexico vehicles.
54. **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. New Mexico law prohibits texting while driving and New Mexico state employees are prohibited from texting while driving state vehicles pursuant to 1.5.3 NMAC.
55. **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.
56. **Communication Systems:** The Parties to this Agreement may mutually agree in writing 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 written agreement shall be approved only by Agency authorized personnel and in accordance with laws, regulations or rules, and policies governing security of systems and facilities.
57. **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 and 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 the National Fire Danger Rating System (NFDRS).

The Parties to this Agreement agree to cooperate and coordinate the use 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.

NEW MEXICO MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT RESPONSE AGREEMENT

58. **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 Area Mobilization Guide and agency specific aviation guides and policy for specific direction in the use of aircraft.)
59. **Billing Procedures:** Specifics detailed in Exhibit D. Reimbursable Billings and Payments.
60. **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 agree on the strategy that will be used to recover suppression costs and damages from the individuals responsible for such costs and damages. If possible, all costs should be determined prior to the initiation of cost recovery efforts. Such strategy may alter interagency billing procedures, timing and content as otherwise provided in this Agreement. Any Party may independently pursue civil actions against individuals to recover suppression costs and damages, though adequate notice should be provided the other Parties to the Agreement. In those cases, where costs have been recovered from an individual, reimbursement of initial attack, as well as suppression costs to the extent included in the recovery, will be made to the Party taking reciprocal action.
61. **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 F. Use and Reimbursement for Stafford Act Shared Resources.

XI) GENERAL PROVISIONS

62. **Personnel Policy:** Employees of the Parties to this Agreement shall be subject to the personnel laws and rules or regulations governing 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 or rules.
63. **Workers' Compensation:** For the purposes of workers' compensation coverage, employees of the State of New Mexico are covered under the New Mexico Worker's Compensation Act, NMSA 1978, Section 52-1-1 et seq., while assigned to assist in suppressing fires on lands of Federal Agencies. Federal Agency employees are covered under the applicable federal regulations pertaining to workers' compensation, while assigned to assist in suppressing fires on lands under the EMNRD, Forestry Division jurisdiction.
64. **Mutual Sharing of Information:** Subject to applicable state and federal laws and regulations or rules, including the Privacy Act, Parties to this Agreement may furnish to each other, or otherwise make available upon request, such maps, documents, GIS data, instructions, records, and reports including, but not limited to, fire reports, employment records, and investigation reports as either Party considers necessary in connection with the Agreement.
65. **Record Retention:** All records related to this Agreement should be retained by the Parties in accordance with applicable regulations or rules and policies. 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.
66. **Records Requests:** The Federal Agencies shall comply with the Freedom of Information Act (FOIA) when they receive requests for public records. If Federal Agencies receive records requests where another Federal Agency has documents or is the host agency they shall coordinate

NEW MEXICO MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT RESPONSE AGREEMENT

through the other Federal Agency's FOIA Coordinator. The EMNRD, Forestry Division shall comply with the Inspection of Public Records Act when it receives requests for public records. If an Agency shares documents that are confidential with another Agency, the Agency providing the documents shall mark those documents as confidential and provide the citation to the law that prevents the documents release as a public record.

- 67. 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 Jurisdictional Agency shall initiate an investigation of the accident in cooperation with all partners. The investigation shall be conducted by a team made up of representatives from affected Agencies, as appropriate.

68. Waiver of Claims:

Pursuant to 42 U.S.C. § 1856(a), each Party waives all claims it may have against every other Party for compensation for any loss, damage, personal injury, or death occurring in consequence of the performance of this Agreement.

The United States federal government and the State of New Mexico do not have the authority to indemnify or hold harmless another Party from all claims, liabilities, losses, damages, charges, etc. The State of New Mexico shall be responsible for errors, omission, and negligence of its employees to the extent provided under the New Mexico Tort Claims Act, NMSA 1978, Section 41-1-1 et seq. The United States shall be responsible for the errors, omission, and negligence of its employees to the extent provided by Congress under the Federal Tort Claims Act (28 U.S.C. §§ 1346 (b), 2401 (b) and 2671-2680, as amended by P.L. 80-506, 80 Stat. 306). Third party claims that may arise under the performance of this Agreement shall be determined solely under the Federal Tort Claims Act as to Federal Agencies and under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1 et seq., as to the EMNRD, Forestry Division and third-party claims shall be submitted as provided by those acts.

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.

- 69. Equipment, Supplies, Cache Items:** 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 Clause 67, Waiver of Claims, the Parties agree, to the extent funds are available, that the receiving/supporting Party shall repair or reimburse for damage exceeding reasonable wear and tear, and shall replace or reimburse items lost or destroyed, except for damage occurring from 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.
- 70. 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 arranging for the transportation should ensure that the transportation service provider will be

NEW MEXICO MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT RESPONSE AGREEMENT

responsible for all loss and damage to equipment or supplies consigned on the bill of lading.

- 71. Civil Rights:** The Agencies shall comply with all applicable State of New Mexico and federal statutes relating to nondiscrimination on the basis of race, color, handicap, or national origin; Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; and the Human Rights Act, NMSA 1978, Section 28-18-1 et seq.
- 72. 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.

NEW MEXICO MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT RESPONSE AGREEMENT

IN WITNESS WHEREOF, the Parties hereto have executed this New Mexico Master Cooperative Wildland Fire Management Response Agreement as of the date of last signature.

**STATE OF NEW MEXICO
ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT**


F Cabinet Secretary

Date: 3-22-18

Agreement Number: 18-521-2300-0098

DUNS Number: 808561849

NEW MEXICO MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT RESPONSE AGREEMENT

IN WITNESS WHEREOF, the Parties hereto have executed this New Mexico Master Cooperative Wildland Fire Management Response Agreement as of the date of last signature.

USDA, FOREST SERVICE
SOUTHWEST REGION 3

For 

Regional Forester

Date: 2/1/2018



Agreements Specialist

Date: 2/1/2018

Agreement Number: 18-FI-11031600-006

DUNS Number: 929332484

NEW MEXICO MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT RESPONSE AGREEMENT

IN WITNESS WHEREOF, the Parties hereto have executed this New Mexico Master Cooperative Wildland Fire Management Response Agreement as of the date of last signature.

USDOE, NATIONAL NUCLEAR SECURITY ADMINISTRATION
LOS ALAMOS FIELD OFFICE



Manager

Date: 2-15-2018

Agreement Number: 3208 NA 286731

DUNS Number: 002716731

NEW MEXICO MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT RESPONSE AGREEMENT


IN WITNESS WHEREOF, the Parties hereto have executed this New Mexico Master Cooperative Wildland Fire Management Response Agreement as of the date of last signature.

USDOJ, BUREAU OF LAND MANAGEMENT
NEW MEXICO STATE OFFICE



State Director, Acting

Date: 2/9/18



Contracting Officer

Date: 2/20/2018


Agreement Number: BLM-MOU-NM-931-2018-005

DUNS Number: 614053387

NEW MEXICO MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT RESPONSE AGREEMENT

IN WITNESS WHEREOF, the Parties hereto have executed this New Mexico Master Cooperative Wildland Fire Management Response Agreement as of the date of last signature.

USDOJ, BUREAU OF INDIAN AFFAIRS
SOUTHWEST REGION



Regional Director

Date: 3/16/18



Barbara A Hatch, Contracting Officer

Date: 03/20/18

Agreement Number: A18AC00032

DUNS Number: 926038407

NEW MEXICO MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT RESPONSE AGREEMENT

IN WITNESS WHEREOF, the Parties hereto have executed this New Mexico Master Cooperative Wildland Fire Management Response Agreement as of the date of last signature.

USDOL, BUREAU OF INDIAN AFFAIRS
NAVAJO REGION



Regional Director

Date: 3/12/18



Contracting Officer

Date: 03/06/18

Agreement Number: A18AC00027

DUNS Number: 926038407

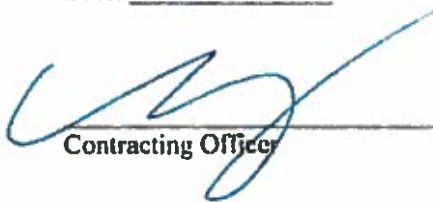
NEW MEXICO MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT RESPONSE AGREEMENT

IN WITNESS WHEREOF, the Parties hereto have executed this New Mexico Master Cooperative Wildland Fire Management Response Agreement as of the date of last signature.

USDOJ, NATIONAL PARK SERVICE
INTERMOUNTAIN REGION

Alex E. Martin
Regional Director

Date: 2/9/18


Contracting Officer

Date: 2/20/18

Agreement Number: PIB P600149

DUNS Number: 926180977

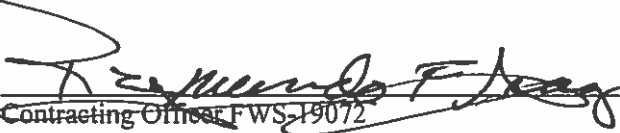
NEW MEXICO MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT RESPONSE AGREEMENT

IN WITNESS WHEREOF, the Parties hereto have executed this New Mexico Master Cooperative Wildland Fire Management Response Agreement as of the date of last signature.

USDOJ, FISH AND WILDLIFE SERVICE
SOUTHWEST REGION


Regional Director *Acting DRD*

Date: _____


Contracting Officer FWS-19072

Date: *2/26/2018*

Agreement Number: 18FF02R03000A001

DUNS Number: 151157950

NEW MEXICO MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT RESPONSE AGREEMENT

EXHIBIT A

GLOSSARY

Agencies: Federal, tribal, state, or local agencies that have direct fire management or land management responsibilities or that have programs and activities that support fire management activities.

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

Agency Administrator: The official responsible for the management or fire suppression in a geographic unit or area. In this Agreement, it also refers to the officials who are responsible for this Agreement, as follows: Bureau of Land Management, State Director; Forest Service, Regional Forester; Bureau of Indian Affairs, Regional Director; National Park Service, Regional Director; Fish and Wildlife Service, Regional Director; Los Alamos Field Office, Site Office Manager; EMNRD, Forestry Division, State Forester, etc.

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

Area: The lands in a described geographic area that are managed 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 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 according to priorities, ensure that incidents are properly managed, and ensure that objectives are met and strategies followed. Area Command becomes Unified Area Command when incidents are multijurisdictional. Area Command may be established at an Emergency Operations Center (EOC) facility or at some location other than an ICP.

Boundary Line Fire: Fire occurrences on lands of intermingled 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. Some response action may be required to augment or connect natural barriers (e.g. line construction, burn-out, bucket drops, etc.)

Contain: A wildfire suppression action where a control line has been completed around the fire, and any associated spot fires, which can reasonably be expected to stop the fire's spread.

Control: The completion of control line around a fire, any spot fires therefrom, and any interior islands to be saved; burn out of any unburned area adjacent to the fire side of the control lines; and cool down of all hot spots that are immediate threats to the control line, until the lines can reasonably be expected to hold under the foreseeable conditions.

NEW MEXICO MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT RESPONSE AGREEMENT

Controlled Burn: Synonymous with Prescribed Fire.

Cost Share Agreement: A document prepared to distribute costs on a multi-jurisdictional incident. See Exhibit E. Cost Share Agreement.

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.

Disaster: See Major Disaster.

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

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

Escaped Prescribed Fire: Prescribed fire that has exceeded or is expected to exceed prescription parameters or otherwise meets the criteria for conversion to wildfire. A state in which a prescribed fire is no longer doing what was expected. The criteria are specified in “Interagency Prescribed Fire – Planning and Implementation Procedures Reference Guide”.

ESF Primary Agency: A federal agency with significant authorities, roles, resources, or capabilities for a specific function within an Emergency Support Function of the National Response Framework. A federal agency designated as an ESF primary agency serves as a Federal Executive Agent under the Federal Coordinating Officer (or Federal Resource Coordinator for non-Stafford Act incidents) to accomplish the ESF mission.

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

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

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

Fire Management Activities 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, readiness, pre-suppression, prescribed fire/fuels management, fire analysis/planning, rehabilitation, training, prevention, public affairs, and post-fire rehabilitation activities in fire management.

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

NEW MEXICO MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT RESPONSE AGREEMENT

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 coordination areas can be found with 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 (or fire suppression 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 to a facility from a disaster event.

Hazardous Material: Substances that are identified, classified, and regulated in the Code of Federal Regulations, Title 49 and Hazardous Materials Regulations 175. A substance or material which has been determined by the Secretary of Transportation 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): A 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 individual responsible for all incident activities, including the development of strategies and tactics and the ordering and release of resources. The IC has overall authority and responsibility for managing and conducting incident operations.

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

Indirect Costs: Indirect costs are those items of expense incurred as part of general management and administrative support of an organization. These costs are not attributable to a specific project, program or output, but are distributed among many benefiting activities. Often, they are proposed as a percentage of direct project costs and are referred to as administrative costs, overhead, or burden. Examples may include office space, computer equipment, postage, utilities, salaries for administrative activities, such as procurement, personnel, accounting, and so forth. Direct charging of these costs, however, may be appropriate if they can be specifically identified to a project or program and the nature of the work performed creates a unique need or requires an extensive amount of support. These situations are considered "unlike circumstances".

Infrastructure: The manmade physical systems, assets, projects, and structures, publicly 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.

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

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

NEW MEXICO MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT RESPONSE AGREEMENT

Initial Attack: A preplanned response to a wildfire given the wildfire's potential. Initial attack may include size up, patrolling, monitoring, holding action, or suppression.

Initial Attack Period: The first 24 hours or by written local agreement.

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

Interagency: Coordination, collaboration, and communication among cooperating agencies.

Jurisdictional Agency: The agency having land and resource management responsibility or fire suppression responsibility for a specific geographical or 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 activities for an administrative area. The L/RMP identifies the need for fire's role in a particular area and for a specific benefit. The objectives in the L/RMP provide the basis for the development of fire management objectives and the fire management program in the designated area.

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

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

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

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

New Mexico Area: The lands in New Mexico the Agencies manage or protect.

National Incident Management System (NIMS): The *National Incident Management System* (NIMS) provides a systematic, proactive approach to guide departments and agencies at all levels of government, nongovernmental organizations, and the private sector to work seamlessly to prevent, protect against, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location, or complexity, 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

NEW MEXICO MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT RESPONSE AGREEMENT

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

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

NWCG: An intergovernmental body that provides national leadership to develop, maintain, and communicate standards, guidelines, qualifications, training, and other capabilities that enable interoperable operations among federal and non-federal entities for wildland fire program management.

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 New Mexico Master Cooperative Wildland Fire Management Response Agreement in their respective areas of responsibilities.

Party: An entity that is signatory to this Agreement.

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

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

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

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

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

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

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

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

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

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Protection Boundaries: The exterior perimeter of an area within which a specified fire agency has assumed a degree of responsibility for wildland fire control.

Reciprocal Fire Protection: The act of helping a neighboring Protecting Agency, at no cost for the first 24 hours or by 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 that 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 that constitute reciprocity are defined in or through local operating plans.

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

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

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

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

Resources: 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.

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).

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

Structure Protection: Protecting a structure from the threat of damage from an advancing wildland fire. This involves the use of wildland fire protection strategies, tactics, and practices for establishing wildland fire control and preventing the spread of wildfire from impinging upon structures. The protection can be provided by both the rural or local government fire departments and wildland fire protection agencies.

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. This responsibility is generally performed by local structural fire qualified governmental entities; however, there are areas where there is no structural fire agency in place.

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

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

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

Suppression: A wildfire response strategy to "put the fire out", as efficiently and effectively as possible, while providing for firefighter and public safety.

Threat: An indication of possible harm, or danger.

Tribe: Any Native American 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 (Line Officer): The individual assigned administrative responsibilities for an established organizational unit, such as Forest Supervisors or District Rangers for the USFS, District Manager for the BLM, Area Forester, District Forester, or State Forester as designated for the EMNRD, Forestry Division, Agency Superintendent for the BIA, Park Superintendent for the NPS, and Refuge Manager (Project Leader) for FWS. May also include managers for a tribe, state, county, or local government entity.

United States: The term "United States," when used in a geographic sense, means any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, any possession of the

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United States, and any waters within the jurisdiction of the United States. (As defined in section 2(16) of the Homeland Security Act of 2002, Public Law 107-296, 116 Stat. 2135, et seq. (2002).)

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

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

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

Wildland Fire Protection: Protecting natural resources and municipal watersheds from damage from any fire that occurs in the wildland. State, tribal, and federal forestry or land management and some local government agencies normally provide wildland fire protection.

Wildland Urban Interface (WUI): The line, area, or zone where structures and other human development meet or intermingle with undeveloped wildland or vegetation fuels. Describes an area within or adjacent to private and public property where mitigation actions can prevent damage or loss from wildfire.

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EXHIBIT B

PRINCIPAL CONTACTS AND BILLING ADDRESSES

AGENCY	PRINCIPAL CONTACT	BILLING ADDRESS
Bureau of Indian Affairs Southwest Regional Office	John Cervantes Fire Management Officer	DOI Bureau of Indian Affairs Southwest Region Branch of Forestry Fire Management Officer
	1001 Indian School Road NW	1001 Indian School Road NW
	Albuquerque, NM 87104	Albuquerque, NM 87104
	Phone: (505) 563-3370	
	Fax: (505) 563-3062	
	Email: john.cervantes@bia.gov	

Bureau of Indian Affairs Navajo Regional Office	Dale Glenmore Regional Fire Management Officer	DOI Bureau of Indian Affairs Navajo Region Branch of Fire Management, Fire Management Officer
	Box 1060 MC 443	Mail Drop: 443 PO Box 1060
	Gallup, NM 87305	Gallup, NM 87305-1060
	Phone: (505) 863-8440	
	Fax: (928) 729-5029	
	Email: dale.glenmore@bia.gov	

Bureau of Land Management		DOI Bureau of Land Management
	State Fire Management Officer	New Mexico State Office Fire and Aviation
	301 Dinosaur Trail	301 Dinosaur Trail
	Santa Fe, NM 87508	Santa Fe, NM 87508
	Phone: (505) 954-2186	
	Fax: (505) 954-2194	
	Email:	

Department of Energy NNSA/Los Alamos Field Office	Erika Wisdom Energy Management Prog Manager	Department of Energy Los Alamos Field Office
	3747 W. Jemez Road	Emergency Manager
	Los Alamos, NM 87544	PO Box 1663 Mailstop A316
	Phone: (505) 665-2024	Los Alamos, NM 87544-0600
	Fax: (505) 665-0679	
	Email: ewisdom@lanl.gov	

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EMNRD, Forestry	Donald Griego	EMNRD, Forestry Division
	Director, EMNRD, Forestry Division	Fire Business Manager
	1220 South St. Francis Drive	1220 South St. Francis Drive
	Santa Fe, NM 87505-4000	Santa Fe, NM 87505-4000
	Phone: (505) 476-3349	
	Fax: (505) 476-3330	
	Email: donald.griego@state.nm.us	

National Park Service	Jeff Hickerson	DOI National Park Service
	Regional Wildland Fire Specialist	Fire and Aviation Management
	PO Box 728	Intermountain Regional Office
	Santa Fe, NM 87504	12795 West Alameda Parkway
	Phone: (505) 988-6094	PO Box 25287
	Fax: (505) 988-6045	Denver, CO 80225-0287
	Email: jeff_hickerson@nps.gov	

U.S. Fish and Wildlife Service	Loren DeRosear	DOI US Fish and Wildlife Service Fire Management
Southwest Region	Fire Management Coordinator	Southwest Regional Office
	PO Box 1306	Fire Management
	Albuquerque, NM 87103	PO Box 1306
	Phone: (505) 248-6848	Albuquerque, NM 87102-3118
	Fax: (505) 248-6425	
	Email: loren_derosear@fws.gov	

U.S. Forest Service	Judy Palmer	USDA Forest Service
	Dep Director, Fire & Aviation	Albuquerque Service Center
	333 Broadway SE	Incident Business
	Albuquerque, NM 87102	101B Sun Avenue, NE
	Phone: (505) 842-3350	Albuquerque, NM 87502-0115
	Fax: (505) 842-3806	
	Email: jpalmer02@fs.fed.us	

NEW MEXICO MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT RESPONSE AGREEMENT

Agency Doc ID No. (as applicable)

EXHIBIT C

OPERATING PLAN TEMPLATE

Between

(List each party to this Operating Plan)

I.

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

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

II. PURPOSE

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

III. RECITALS

For Federal Agencies, only, Stafford Act responses and related National Response Framework activities will be accomplished using established dispatch coordination concepts. Situation and damage assessment information will be transmitted through established fire suppression intelligence channels.

Jurisdictional Agencies are responsible for all planning documents, i.e. land use, resource and fire management plans, and decision support documents, for a unit's wildland fire and fuels management program.

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

IV. INTERAGENCY COOPERATION

- A. Interagency Dispatch Centers:** Specify level of participation, staffing arrangements, and funding.
- B. Interagency Resources:**
 - Identify funding and staffing of joint resources and facilities commensurate with each Agency's use.

NEW MEXICO MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT RESPONSE AGREEMENT

- Identify the process by which additional preparedness resources requests will be coordinated.
- *If applicable, cite the Operating Plan for management of Incident Management Teams and where it is available.*
- Supplemental Fire Department Resources (not applicable)

C. **Standards:** Reference common standards; reference direction for land management and aircraft use.

D. **Supplemental Fire Department Resources:** (not applicable)

E. (insert other items, as applicable).

V. PREPAREDNESS

A. **Protection Planning:** Determine efficiencies and document decisions regarding acquisition of protection services and reciprocal assistance. Identify placement of crews, engines, air tankers, helicopters, fixed and aerial detection, regulated use, closures, and other joint fire control efforts.

B. **Protection Areas and Boundaries:** Identify areas (map or describe).

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

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

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

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

E. **Fire Prevention:** Identify goals, activities, resources available, and opportunities for cost sharing.

F. **Public Use Restrictions:** Include implementation procedures or incorporate by reference the document containing those procedures. For example, the NW Operating Plan states "Guidelines for Coordinated Public Use Restrictions Memorandum of Understanding, NFS 92-06-52-51, May 1992, is incorporated by reference".

G. **Burning Permits:** Document procedures where applicable, which may include burning permits, fire restrictions and burn bans.

H. **Prescribed Fire (Planned Ignitions) and Fuels Management:** Identify planned projects.

I. **Smoke Management:** Local considerations; use of Air Resource Advisors.

J. (insert other items, as applicable, or remove this line).

VI. OPERATIONS

A. Fire Notifications:

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

B. Boundary Line Fires: Specify notification procedures.

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

D. Response to Wildland Fire:

Special Management Considerations:

- Identify areas where there are resource and other management concerns, i.e. special management considerations, appropriate fire management actions, any restrictions in firefighting tactical techniques, etc. (*Note: This information could be incorporated by reference to a fire management plan.*)
- Jurisdictional Agencies, which may include state and private lands, should identify the conditions under which wildland fire may be managed to achieve benefit, and the information or criteria that will be used to make that determination (e.g., critical habitat, hazardous fuels and land management planning documents). (*Note: This information could be incorporated by reference to a fire management plan.*)
- Identify how suppression costs related to special management considerations will be allocated.

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

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

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

H. Cost Efficiency: Jurisdictions will identify conditions under which cost efficiency may dictate where suppression strategies and tactical actions are taken (i.e., it may be more cost effective to put the containment line along an open grassland than along a mid-slope in timber). Points to consider include loss and benefit to land, values at risk, resource, social and political values, and existing legal statutes.

I. Delegation of Authority: Describe procedures and criteria to specify direction, authority and

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financial management guidelines that local Unit Administrators will use to inform Incident Commanders.

J. Preservation of Evidence: Evidence will be preserved in accordance with applicable Agency regulations or rules and policies.

K. (insert other items, as applicable, or remove this line).

VII. USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES

A. Cost Share Agreement (Cost Share Methodologies): Describe how costs will be shared when a fire spreads into another jurisdiction. The type of cost share methodology used will vary according to a great variety of environmental, resource, tactical, political, and other considerations. The following factors should be discussed to clarify how such factors will influence the ultimate selection of a cost share methodology for any given wildland fire.

- The cost-sharing methodologies that will be used should wildfire spread to a neighboring jurisdiction in a location where fire is not wanted.
- The cost-share methodologies that will be used should a jurisdiction accept or receive a wildland fire and manage it for multiple objectives.
- Any distinctions in what cost-share methodology will be used if the reason the fire spreads to another jurisdiction is attributed to a strategic decision, versus environmental conditions (weather, fuels, and fire behavior) or tactical considerations (firefighter safety, resource availability) that preclude stopping the fire at jurisdictional boundaries. Examples of cost-sharing methodologies may include, but are not limited to, the following:
 - When a wildland fire that is being managed for multiple objectives spreads to a neighboring jurisdiction because of strategic decisions, and in a location where fire is not wanted, the managing jurisdiction may be responsible for wildfire suppression costs.
 - In those situations, where weather, fuels or fire behavior of the wildland fire precludes stopping at jurisdiction boundaries, cost-share methodologies may include, but are not limited to:
 - a. each jurisdiction pays for its own resources – fire suppression efforts are primarily on jurisdictional responsibility lands,
 - b. each jurisdiction pays for its own resources – services rendered approximate the percentage of jurisdictional responsibility, but not necessarily performed on those lands,
 - c. cost share by percentage of ownership,
 - d. cost is apportioned by geographic division or percent of effort. Examples of geographic divisions are: Divisions A and B (using a map as an attachment); privately owned property with structures (not necessarily the responsibility of the State); or specific locations such as campgrounds,
 - e. reconciliation of daily costs (for larger, multi-day incidents). This method relies upon daily agreed costs, using Incident Action Plans or other means to determine multi-Agency contributions. Reimbursements must be followed up by a final bill.

B. Training: Identify training needs, schedules, resources available, and opportunities for cost sharing.

C. Communication Systems: Identify specific radio frequencies, computer system access, data transmission lines, communication sites, and communications equipment shared between Parties. Access to systems and facilities will be approved only by agency authorized personnel and in accordance with agency laws, regulations or rules and policies governing security of systems and facilities.

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- D. Fire Weather Systems:** Specify maintenance, use, and management, if any.
- E. Incident Meteorological (IMET) Services:** Describe the procedures for requesting and obtaining IMET services from the National Weather Service. The procedures shall be made in accordance with the provisions of the Interagency Agreement for Meteorological and Other Technical Services (IMET Agreement), and shall not conflict with the procedures of the Mobilization Guides. Reimbursement and expenditures for IMET Services shall follow the procedures detailed within the IMET Agreement.
- F. Aviation Operations:** Identify and document any local aviation agreements.
- G.** (insert other items, as applicable, or indicate N/A).

VIII. BILLING PROCEDURES Refer to Exhibit D. Reimbursable Billings and Payments

A. Suppression Billing:

- 1) Billing information, provide:
 - Agency name and billing address
 - Financial Contact (name, phone, email)
 - Agency DUNS
- 2) Billing timeframes – Provide contact information for written request for extensions beyond timeframes established in Exhibit D. Reimbursable Billings and Payments.
- 3) Indirect Cost Rates, if applicable
- 4) Identify a process for handling any supplemental billing information, summary data, or additional billing documentation. Such supplemental billing information, summary data, or additional billing documentation may be requested and provided if agreed upon by the Parties. The process should include:
 - A) Points of Contact
 - B) Process for handling requests
 - C) Any standardized reports information

B. Fee Based Services: Billings will be in accordance with separate written agreement or contract(s).

C. Non-Suppression Billings:

As described in this Operating Plan, the parties may jointly conduct cooperative projects and/or share resources to carry out non-suppression activities in support of interagency fire management. These joint projects or activities may involve sharing of costs and/or a transfer of funds between the parties involved, at which time a separate, local agreement, procurement, or other appropriate written document will be required. Billing will be defined under the terms of that document.

D. Stafford Act Billings:

- 1) For Federal Agencies, only, refer to Exhibit F 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 F.

IX. GENERAL PROVISIONS

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- A. Principal Contacts:** Refer to Exhibit B. Principal Contacts. Complete and add to this Operating Plan.
- B. Personnel Policy:** Not Applicable in the State of New Mexico.
- C. 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 its participation under this Operating Plan by providing one year advance written notice to the other Parties.
- D. Annual Review:** This Operating Plan is reviewed annually by (DATE) and revised, as needed.
- E. Duration of Operating Plan:** This Operating Plan is executed as of the date of last signature and remains in effect through (DATE) unless modified or superseded.

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

- F. Previous Instruments Superseded:** List, as applicable.
- G. Authorized Representatives:** By signature below, all signatories to this Operating Plan certify that the individuals listed in this document are authorized to act in their respective areas for matters related to this Operating Plan.

X. REVIEW AND SIGNATURES

*The Geographic Area Operating Plan will be approved by the signatory State and Federal xxxCG member agencies.
The Statewide Operating Plans will be approved by the signatory State and Federal xxxCG members. Unit Administrators will have the responsibility for developing and approving sub-geographic area operating plans.
Each signatory agency may have policies/procedures for entering into agreements (including this Operating Plan) that require additional review by attorneys, agreement specialists, or contracting officers.*

(Agency Administrator/Fire Director)

(Agency Administrator/Fire Director)

Agency

Agency

Date: _____

Date: _____

NEW MEXICO WILDLAND FIRE MANAGEMENT JOINT POWERS MASTER AGREEMENT

EXHIBIT D

REIMBURSABLE BILLINGS AND PAYMENTS

I. Suppression Billings:

- A. The Forest Service, Bureau of Land Management, Bureau of Indian Affairs, National Park Service, and Fish and Wildlife Service will not bill each other for suppression costs. However, pre-suppression costs, fair sharing for interagency dispatch centers costs, prevention costs, and other fire management costs will be billed in accordance with existing agreements or other written documents.
- B. Parties to this Agreement may opt to use a "Reconciliation Process" for tracking incident costs for all Parties to this Agreement for issuing one annual billing to the paying Party. If the Reconciliation Process is not used, parties to the Agreement shall use the applicable Incident by Incident process.

1. **Reconciliation Process:** EMNRD, Forestry Division and Federal Agencies agree to consolidate billing and minimum balances.

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

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

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

Billing Time Frames for reconciliation process: Agencies will submit invoices within 30 days of final reconciliation. Requests for extensions beyond 30 days for invoice submittal must be presented in writing to the reimbursing agency. Operating plans will include contact information for written requests for extensions.

NEW MEXICO MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT RESPONSE AGREEMENT

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 EMNRD, Forestry Division whenever the EMNRD, Forestry Division is the Protecting Agency and a billing is appropriate.
 - b) **State Billings by Incident:** When the EMNRD, Forestry Division is the Supporting Agency and the fire is within the State of New Mexico, the EMNRD, Forestry Division will bill the Protecting Agency for reimbursable costs when a billing is appropriate. Anytime the EMNRD, Forestry Division responds to a Federal Agency fire outside of New Mexico, the EMNRD, Forestry Division will bill all applicable costs to the Jurisdictional Federal Agency or Agencies. Anytime the EMNRD, Forestry Division responds to a fire in another state, the bill will be sent to the host state if an agreement exists between the state. If not, the bill will be sent to the USFS. Operating plans will include billing location information.
 - c) **Billing Time Frames:** The Billing Agency shall submit a bill or estimate for reimbursement as soon as possible, but no later than 180 days after the incident is controlled. If the total cost of the incident is not known at the time of initial billing, a partial bill may be submitted. A final bill, so identified, shall be issued within 270 days after control of the incident. After the final billing has been sent, and if additional costs are identified, a supplemental billing may be issued if agreeable to applicable parties. This supplemental billing must be submitted within 365 days after the incident is controlled, at which time the incident is closed out.
- C. **Severity:** Costs incurred on severity assignments within the state of New Mexico will be billed individually to the Jurisdictional Agency. Severity assignments are reimbursable under the Reciprocal Fire Protection Act.
- D. **Electronic Funds Transfer (EFT):** Notwithstanding any other provision of law, effective January 2, 1999, US Treasury Regulation, Money and Finance at 31 CFR 208.3 requires that federal payments are to be made by EFT unless waived in accordance with specific circumstances set forth in 31 CFR 208.4.

To receive EFT payments, the payment recipient shall register in System for Award Management (SAM) and are required to validate its information in SAM once per year. The payment recipient is also required to have a Data Universal Numbering System (DUNS) number. The DUNS number is assigned by Dun & Bradstreet, Inc. (D&B) to identify unique business entities. For more information, refer to www.sam.gov.

Each party to this Agreement shall provide the following information in the Operating Plan.

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

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

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- 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
- Amount of bill
- Whether or not it is a partial or final billing
- Certification that the financial information is "True and Correct"

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

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

- F. Payment Due:** Whenever this Agreement provides for billing, the agency receiving the bill has an obligation to pay. Once bills are received by the reimbursing agency, payment will be made in accordance with that agency's payment processes.
- G. Services Received and Certification of Billings:** Reimbursing Agencies must provide written notice of incorrect invoices to Billing Agencies within 21 days.
- H. Financial Dispute Resolution:** If a conflict arises between the agency's payment processes, the terms of the billing document, or the costs associated with the billing document, the parties should attempt to resolve the differences. If the differences cannot be resolved after consultation between the Parties, the Parties follow their customary dispute resolution processes.
- I. Review Procedures:** The parties agree to jointly conduct a review, sampling transactions of the incidents managed under this agreement. Findings that are inconsistent with the normal or accepted way of doing business will be reconciled on a case by case basis. Any decision to further examine records will be considered on a case by case basis and appropriate follow up action agreed upon by all Agencies involved.
- II. Payment for Protection Services (not applicable):** 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. Reimbursable Costs:** Costs incurred as the result of an incident and documented are reimbursable. Costs must be consistently treated as either direct costs or indirect costs. Consistent treatment of costs is a basic cost accounting principle and is specifically required to assure that the same types of

NEW MEXICO MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT RESPONSE AGREEMENT

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.

A. 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:

- 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 laws, rules or regulations, and policies 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 EMNRD, Forestry Division for state controlled resources such as inmate crews, National Guard resources, and county and municipal 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 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).

B. 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. They are often proposed as a percentage of direct project costs and are referred to as administrative costs, overhead, or burden. Examples may include office space, computer equipment, postage, utilities, salaries for administrative activities, such as procurement, personnel, accounting, and so forth. Direct charging of these costs, however, may be appropriate if they can be specifically identified to a project or program and the nature of the work performed creates a unique need or requires an extensive amount of support. These situations are considered “unlike circumstances”.

Indirect rates for overhead and administration costs shall be based on the Agency’s direct costs that are incurred pursuant to this Agreement and computed per incident for the total cost of the incident as follows:

<u>DIRECT COSTS</u>	<u>INDIRECT RATE</u>
Less than or equal to \$250,000.00	5%

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Between \$250,000.00 and \$1,000,000.00 the greater of \$12,500.00 or 3%

Greater than \$1,000,000.00 the greater of \$30,000.00 or 1%

When indirect cost rates are applied to non-suppression federal reimbursements, the Parties agree to the following.

1. If the payment recipient has never received or does not currently have a negotiated indirect cost rate, they are eligible for a de minimis indirect cost rate up to 10% of Modified Total Direct Costs (MTDC). MTDC is defined as all salaries and wages, fringe benefits, materials and supplies, services, travel, and contracts up to the first \$25,000 of each contract.
2. For rates greater than 10% and less than 25%, the payment recipient shall maintain documentation to support the rate. Documentation may include, but is not limited to, accounting records, audit results, cost allocation plan, letter of indirect cost rate approval from an independent accounting firm, or other federal agency approved rate notice applicable to agreements.
3. For a rate greater than 25%, the federal agency may require that the payment recipient request a federally approved rate from the payment recipient's cognizant audit agency no later than 3 months after the effective date of the Agreement. The payment recipient will be reimbursed for indirect costs at the rate reflected in the Agreement until the rate is formalized in the negotiated indirect cost rate (NICRA) at which time, reimbursements for prior indirect costs may be subject to adjustment.
4. Failure to provide adequate documentation supporting the indirect cost rate, if requested, could result in disallowed costs and repayment to the federal agency.

V. Billing Addresses: Billing addresses are found on Exhibit B. Principal Contacts and Billing Addresses.

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EXHIBIT E

COST SHARE AGREEMENT

The purpose of this Cost Share Agreement is to provide for a coordinated cooperative fire suppression operation on this incident and to describe the cost share methodology. This Cost Share Agreement is entered into as per Clause 51 of the New Mexico Master Cooperative Wildland Fire Management Response Agreement.

1. Incident Name _____ Origin Date _____ Time _____

2. Township _____ Range _____ Section _____

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

4. Agency _____ Fire Code _____

Agency _____ Fire Code _____

Agency _____ Fire Code _____

Agency _____ Fire Code _____

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

6. Position	Name	Agency
Incident Commander	_____	_____
Finance Section Chief	_____	_____

7. Agency Representatives participating in development of Cost Share Agreement:

Agency _____ Agency _____

Name _____ Name _____

Title _____ Title _____

Agency _____ Agency _____

Name _____ Name _____

Title _____ Title _____

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8. There are several ways to determine the best cost share mix. Below are examples of five cost share possibilities:

- 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. 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 estimates (for larger, multi-day incidents). This method relies upon daily agreed-to cost estimates, using Incident Action Plans or other means to determine multi-Agency contributions.**

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 (are the responsibility of the Agency making the purchase); and
- support costs (*i.e.* office dispatchers, warehouse workers, etc.), unless they are charging to an emergency code assigned to the incident.

9. Fire Suppression Costs will be divided between Agencies as described below:

10. This Cost Share Agreement is our best judgment of Agencies cost responsibilities for this incident on the date/time shown. Future amendments to this Cost Share Agreement may be necessary, as conditions and fire spread change. This Cost Share Agreement can be negotiated in the field but only the State Forester has the authority to enter into a cost share agreement on behalf of the EMNRD, Forestry Division.

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Signature _____ Signature _____

Agency _____ Agency _____

Date _____ Date _____

Telephone _____ Telephone _____

Signature _____ Signature _____

Agency _____ Agency _____

Date _____ Date _____

Telephone _____ Telephone _____

EXHIBIT F

USE AND REIMBURSEMENT FOR SHARED RESOURCES IN STAFFORD ACT RESPONSE ACTIONS

1. Stafford Act Declarations: Transfers performed for this Agreement are under the Disaster Relief Act, 42 U.S.C. § 5147. This Agreement is automatically incorporated by reference into any Resource Order that is issued under it, constituting a binding obligation. The billings, inclusive of copies of this Agreement, the Mission Assignment and subsequent Resource Order(s), and expenditure documentation, will define the specific services, supplied goods and costs (by sub-object class code) for each order, and subsequent obligation and payment.

Reimbursement payments for Stafford Act response activities will be accomplished by submission of billings to the Emergency Support Function (ESF) primary agency (i.e., the agency which issued the mission assignment or sub-tasking). The ESF primary agency will review, approve the documentation, and return to the sub-tasked agency with referencing documentation to process the billing. Each sub-tasked agency is responsible for submitting its own billing documentation to the ESF primary agency for reimbursement.

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

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

3. State/Tribe Reimbursement Process: State/Tribe Reimbursement refers to those resources that are to be reimbursed by the ESF primary agency. State/Tribe Reimbursement resources must be requested by the ESF primary agency or supplied through established dispatch systems and must be recorded by the Mission Assignment and subsequent Resource Order process. Resources not documented in this manner are not reimbursable. Funds to cover eligible expenses will be provided through and limited by reimbursement from FEMA. Expenditures eligible for reimbursement include:

- a) Wages, overtime, travel, and per diem of State/Tribal personnel.
- b) Wages, travel, and per diem of temporary State/Tribal personnel assigned solely to performance of services directed by the (FEMA) Associate Administrator or the (FEMA) Regional Administrator in the major disaster.
- c) Cost of work, services, and materials procured under contract for the purposes of providing

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- assistance directed by the (FEMA) Associate Administrator or the Regional Administrator.
- d) Cost of materials, equipment, and supplies (including transportation, repair, and maintenance) from regular stocks used in providing directed assistance.
 - e) All costs incurred which are paid from trust, revolving, or other funds and whose reimbursement is required by law.
 - f) Other costs submitted by an agency with written justification or otherwise agreed to in writing by the (FEMA) Associate Administrator or the (FEMA) Regional Administrator and the agency.

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

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

5. Procurement: The (State/Tribe) derives its procurement authority from its inherent powers and its own laws, and is therefore not subject to Federal procurement laws. Whenever the (State/Tribe) is responsible for the management of an incident (including an incident within the Direct Protection Area of a Federal Agency), the (State/Tribe) will comply with (State/Tribe) laws and regulations covering procurement. Procurement costs by one Party in support of another that are reasonable and prudent may be charged back to the Protecting Agency. All property procured under a Mission Assignment becomes the property of FEMA.

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

7. Billing Procedures:

Incident Billings:

- a) When (State/Tribe) is the supporting agency operating under a mission assignment or sub-tasking from the ESF Primary Agency and the incident is within the (State/Tribal lands), the (State/Tribe) will bill the ESF Primary Agency. When the (State/Tribe) is the supporting agency and the incident is outside the (State/Tribe)'s jurisdiction, the (State/Tribe) will bill the ESF Primary Agency.
- b) Agencies will share their respective individual incident Resource Order numbers for cross referencing purposes, if requested.
- c) **Billing Estimates/Timeframes:** On incidents where costs are incurred pursuant to Operating Plans, the billing Party shall submit a bill or estimate for reimbursement as soon as possible,

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but not later than 90 days after the incident is controlled.

- d) Extensions beyond 90 days for invoice submittal must be presented in writing to the reimbursing agency.
- e) Operating Plans will include contact information for written requests for extensions. Absent a written extension of time granted by the reimbursing agency, the final itemized bill must be submitted to the reimbursing agency within 90 days of the Stafford Act response.

For obligation purposes, the Federal Agencies will submit unpaid obligational figures to the (State/Tribe) by *(to be determined by individual State/Tribe fiscal year)*. The (State/Tribe) will submit unpaid obligational figures to the appropriate Federal Agency by September 1 for the previous Federal fiscal year. All obligations will be submitted by incident name, date, mission assignment number (MA), and federal job code.

- f) **Billing Content:** Bills will be identified by incident name, date, Mission Assignment (MA), location, jurisdictional unit, and supported by documentation to include but not limited to: separate invoice by MA; list of personnel expenses including base, overtime, and travel; and supplies/services procured by vendor name and dollar amount. Billings for (State/Tribe) incident assistance may include administrative overhead, not to exceed the applicable (State/Tribe) indirect cost rate.

8. Billing Addresses: Billing addresses are found on Exhibit B. Principal Contacts and Billing Addresses.

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

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

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

Federal Agency Project Agreement No. ^(a) _____

Cooperator Project Agreement No. ^(b) _____

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**EXHIBIT G
SUPPLEMENTAL FIRE PROJECT AGREEMENT**

Between

(c)

and

(d)

This Supplemental Fire Project Agreement (agreement) is hereby made and entered into by and between (c), hereinafter referred to as "the Cooperator," and (d), hereinafter referred to as the Federal Agency under the Reciprocal Fire Protection Act of May 27, 1955, (69 Stat. 66; 42 U.S.C. 1856a) and under the provisions of the New Mexico Master Cooperative Wildland Fire Management Response Agreement No. (g), executed between the parties.

Project Title: (h)

I. BACKGROUND:

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

II. PURPOSE:

The purpose of this agreement is to document the parties' contributions and cooperation regarding (i). This project is further described in the hereby incorporated Financial and Project Plan, attached as Exhibit (j).

III. THE COOPERATOR SHALL:

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

IV. THE FEDERAL AGENCY SHALL:

- A. Perform in accordance with the terms of this agreement and with the attached Financial and Project Plan, Exhibit (n).
- B. **PAYMENT/REIMBURSEMENT.** The Federal Agency shall reimburse the Cooperator for the Federal Agency's share of actual expenses incurred, not to exceed (o)\$, as shown in the attached Financial Plan. The Federal Agency shall make payment upon receipt of the Cooperator's

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(m) invoice. Each invoice from the Cooperator must display the total project costs for the billing period.

Each invoice must include, at a minimum:

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

The invoice must be forwarded to: (n)

Send a copy to: (o)

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

Billings must be sent to: (q)

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

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

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

The special billing requirements are: (s)

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

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

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

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(v)Principal Cooperator Contacts:

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

(w)Principal Federal Agency Contacts:

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

- B. **LIABILITY.** As set forth under the provisions of the Master Agreement.
- C. **(v)Mutually agree to the Burn Plan as incorporated in this agreement, and to any agreed upon revision thereof. If the revision to the Burn Plan does not materially affect the purpose and/or terms of the agreement, but rather only revises the implementation of the project, then a modification to this agreement is not necessary. The most recent revision of the Burn Plan will automatically be incorporated into this agreement and a copy will be provided to the Principal Contacts listed above.**
- D. In the event of a conflict between the provisions of this agreement and the Master Agreement, the Master Agreement shall take precedence.
- E. **(v) PURCHASE OF ASSETS.** Any assets (such as equipment, property, or improvements) purchased by the Federal Agency with the Cooperator's contributions shall become the property of the Federal Agency, unless otherwise documented via separate authority and instrument.
- F. **(v)PROPERTY IMPROVEMENTS.** Improvements placed on federal land at the direction, or with the approval of, the Federal Agency becomes property of the United States. These improvements are subject to the same regulations and administration of the Federal Agency as would other agency improvements. No part of this agreement entitles the Cooperator to any interest in the improvements, other than the right to use them under applicable Federal Agency regulations.
- G. **PARTICIPATION IN SIMILAR ACTIVITIES.** This agreement in no way restricts the parties from participating in similar activities with other public or private agencies, organizations, and individuals.
- H. **ENDORSEMENT.** Either party's contributions made under this agreement do not by direct reference or implication convey endorsement of each other's products or activities.
- I. **ALTERNATE DISPUTE RESOLUTION.** In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve

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those issues. These procedures may include, but are not limited to, conciliation, facilitation, mediation, and fact finding.

- J. **MODIFICATION.** Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least ^(aa) days prior to implementation of the requested change. Neither party is obligated to fund any changes not properly approved in advance.
- K. **TERMINATION.** Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. Neither party shall incur any new obligations for the terminated portion of this agreement after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination.
- L. **COMMENCEMENT/EXPIRATION DATE.** This agreement is executed as of the date of last signature and is effective through ^(bb) at which time it will expire unless extended.

If the referenced Master Agreement is superseded by a new Master Agreement, this project agreement may remain in effect to the extent that it does not conflict with the provisions of the new Master Agreement, but only until such time that the project can be completed or modified to be incorporated within the terms of the new Master Agreement.

- M. **AUTHORIZED REPRESENTATIVES.** By signature below, the parties certify that the individuals listed in this document as representatives of each party are authorized to act in their respective areas for matters related to this agreement.

^(dd) , ^(ee) ^(cc)
Date
^(ff)

^(hh) , ⁽ⁱⁱ⁾ ^(gg)
Date
^(jj)

^(kk)The authority and format of this agreement have been reviewed and approved for signature.

^(ll)

^(mm) Date
U.S. Forest Service Grants & Agreements Specialist

INSTRUCTIONS for Supplemental Project Agreement

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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-11RRUUSS-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.

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(r) If the Federal Agency is not the Forest Service or if the Forest Service is not collecting funds, delete this provision.

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

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

(s) Insert special billing requirements here, such as whether the billing requirements are either with each bill, upon project completion, or annually.

(t) If the Federal Agency is not the Forest Service or if the Forest Service is not collecting funds, delete this provision

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

(u) May be changed to accommodate additional contacts.

(v) Insert ALL of the requested information below. If information is unavailable, then make a good-faith effort to obtain.

(w) Insert ALL of the requested information below. If information is unavailable, then make a good-faith effort to obtain.

(x) If a Burn Plan is not attached, remove this provision.

(y) If the Federal Agency is not collecting funds from cooperator, delete this provision.

(z) Mandatory provision IF property improvements result from a project on federal lands.

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

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

(bb) Insert the expiration date not greater than the expiration date of the Master Agreement.

(cc) Insert date of signature.

(dd) Insert name of signatory official for Cooperator.

(ee) Insert Cooperator signatory official's positional title.

(ff) Insert Cooperator's organizational name.

(gg) Insert date of signature.

(hh) Insert name of Federal Agency Signatory Official.

(ii) Insert Federal Agency signatory official's positional title.

NEW MEXICO MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT RESPONSE AGREEMENT

(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.