



FS Agreement No. _____ -FI- _____

Cooperator Agreement No. _____

**LOCAL
COOPERATIVE FIRE PROTECTION AGREEMENT
Between The

And The
USDA, FOREST SERVICE**

This LOCAL COOPERATIVE FIRE PROTECTION AGREEMENT is hereby entered into by and between the _____, hereinafter referred to as “the Cooperator,” and the United States Department of Agriculture (USDA), Forest Service, _____ hereinafter referred to as the “U.S. Forest Service,” under the Reciprocal Fire Protection Act of May 27, 1955 (42 USC 1856a), as amended.

Background:

I. PURPOSE:

The purpose of this agreement is to provide for reciprocal fire protection, including mutual aid, reimbursable assistance, and coordination for the prevention, detection, management, and suppression of wildland fires on property within the protection areas or jurisdiction of the parties that are signatory to this agreement.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The U.S. Forest Service has the responsibility for fire protection, which includes prevention, detection, management, and suppression of wildland fires on _____ administered lands and has an interest in protection and suppression of wildland fires on adjacent or intermingled State and private forested land.

The U.S. Forest Service does not respond to structure fires, vehicle fires or traffic accidents. However, the U.S. Forest Service may, as available, respond to such incidents for wildland fire suppression activity when adjacent lands or property covered under this agreement are threatened by fire from such incidents.

The Cooperator is a fire organization that has the responsibility of maintaining fire protection facilities in the vicinity of _____ administered lands, for mutual aid in furnishing fire protection



for such property and for other property for which such organization normally provides fire protection.

Therefore, it is mutually advantageous, in their mutual interest, and in the public interest, for the parties to coordinate their efforts in the prevention, detection, management, and suppression of wildland fires in and adjacent to their areas of responsibility to limit duplication and improve efficiency and effectiveness.

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

III. TERMINOLOGY, EXHIBITS, AND SUPPLEMENTS:

- A. 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 text of this agreement. Where there are inconsistencies, the hierarchy of terminology will be those defined by statute, those defined by regulation, those defined in policy, those defined in this agreement, those defined in the [National Wildfire Coordinating Group \(NWCG\) Glossary of Wildland Fire Terminology](#), and then all other agency and interagency documentation.
- B. The following exhibits are incorporated into this agreement:
 - Exhibit A – Map of Protection Areas and Boundaries
 - Exhibit B – Protection (Operating) Plan
 - Exhibit C – Fire Supplemental Project Agreement
 - Exhibit D – Cost Share Agreement
- C. Exhibit A must be completed and attached to this agreement prior to execution. The exhibit must illustrate the protection areas of the signatory parties, along with the scope of initial attack and associated mutual aid zones.
- D. Exhibit B must be completed and attached to this agreement prior to execution. The exhibit must include a narrative description and/or a list of resources that document protection planning for operational efficiencies. Refer to VI-A-Protection (Operating) Plan for additional consideration.
- E. Exhibits C and D are provided for standardized format and are intended to supplement this agreement. Completion and execution of Exhibit C or D does not require formal modification to this agreement. However, nothing in Exhibits C and D should conflict with the authority and provisions of this agreement.
- F. The parties may attach other exhibits or operational information for reference so long as the additional exhibits and information do not conflict with the authority and provisions of this agreement.

IV. RECIPROCAL FIRE PROTECTION:



- A. The responsibilities of the parties to this agreement shall be distinguished as follows:
- **Jurisdictional Party** – Entity having land and resource management responsibility for a specific geographical or functional area as provided by federal, state or local law. Under no circumstances may a Jurisdictional Party abdicate legal responsibilities as provided by federal state, or local law.
 - **Protecting Party** – Entity responsible for providing direct incident management within a specific geographical area pursuant to its jurisdictional responsibility or as specified and provided by contract or authorized agreement.
 - **Supporting Party** – Entity providing suppression resources to assist a Protecting Party or a Jurisdictional Party.

- B. RECIPROCAL (MUTUAL AID) FIRE PROTECTION. The parties shall establish a map depicting reciprocal initial attack zones and mutual aid fire protection for lands of intermingled or adjoining protection responsibility. The map must be attached to this agreement. Within such zones, a Supporting Party will, upon request or voluntarily, take initial attack action in support of the Protecting Party. The Protecting Party will not be required to reimburse the Supporting Party for costs incurred following the initial attack dispatch of any resource to the fire for the duration of the mutual aid period. The length of the mutual aid period is usually 24 hours, but no less than 12 hours.

The length of the mutual aid period for this agreement is .

- C. REIMBURSABLE FIRE ASSISTANCE. The Protecting Party may request suppression resources from the Supporting Party beyond initial attack or mutual aid period within the protection area or jurisdiction of the parties that are signatory to this agreement. Such suppression resources when dispatched to, and assigned a resource order number for, the incident shall be reimbursed by the Protecting Party.
- D. WAIVER OF CLAIMS. Pursuant to 42 U.S.C. 1856a et seq., each party to this agreement hereby waives any claim against any other party for loss or damage of its property and/or personal injury or death of its employees or agents occurring as a consequence of the performance of this agreement; provided, this provision shall not relieve any party from responsibility for claims from third parties for losses for which the party is otherwise legally liable. This provision pertains to the parties that are signatory to this agreement and does not pertain to claims advanced by third parties.

Claims requesting compensation for property loss or damage, personal injury, or death resulting from the negligence or other wrongful acts of employees performing under this agreement will be received by the Jurisdictional Party and forwarded to the hiring, or home agency of the allegedly negligent employee for processing. Nothing in this paragraph requires or implies any one is liable for any specific claim. Any liability for any claim will be based on this agreement and applicable law.



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

- E. **LOANED (OR SHARED) EQUIPMENT AND SUPPLIES.** The parties recognize that wildland fire suppression will often involve the use of equipment, supplies and cache items. Equipment, supplies and cache items checked out (such as pumps, hoses, nozzles, etc.) or loaned by one party and received by another party, shall become the responsibility of the receiving party. Equipment, supplies, and cache items shall be returned in the same condition as when received, reasonable wear and tear excepted. Notwithstanding the general Waiver of Claims provision, the parties agree that the receiving party shall reimburse the loaning party for cost of any items expended, lost, or destroyed.

Equipment owned and operated by a party shall be the responsibility of that party. However, notwithstanding the general Waiver of Claims provision, the parties agree that when providing support for another party, the party providing support may be reimbursed for damage or repair costs to their owned and operated equipment if the damage is directly attributed to the incident and in excess of reasonable wear and tear. These costs must be authorized using a unique request and resource order number (for example a S#). When applicable, insurance claims shall be pursued prior to requesting reimbursement.

V. **COOPERATION, STANDARDS, AND QUALIFICATIONS:**

- A. **NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS).** The parties to this agreement will operate under the concepts in the Department of Homeland Security's (DHS) National Incident Management System (NIMS). In implementing these concepts, the 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) and must arrive on incident with valid qualification documentation. For initial attack action taken within the period specified as mutual aid, all agencies (federal, state, local, and Tribal) accept each other's standards. Once jurisdiction is clearly established, then the standards of the agency(s) with jurisdiction prevail.
- B. **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. Each party shall ensure that its own standards are followed. This provision does not affect a Jurisdictional Party's land management standards.
- C. **TRAINING.** The parties to this agreement will cooperate to assure that training needs are met through provided courses or sessions that will produce safe and effective fire



management. The intent is to champion high-quality training, to minimize training costs by sharing resources, and to standardize training. Each party will advise the other of applicable cross training opportunities for personnel.

- D. COMMUNICATION SYSTEMS AND FACILITY ACCESS.** The parties to this agreement may mutually agree to allow one another the use of communications systems such as radio frequencies, computer system access, data transmission lines, and communication sites when there is a mutual benefit to the parties to this agreement. Such arrangement shall be approved only by authorized personnel and in accordance with agency laws, regulations and policies governing security of systems and facilities.
- E. INTERAGENCY MOBILIZATION AND INCIDENT BUSINESS.** The parties to this agreement will adhere to guidance provided in the local Dispatch Operating Guide for ordering and mobilization of resources; and the Standards for Interagency Incident Business Management published by the National Wildfire Coordinating Group (NWCG).
- F. 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, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- G. PERSONNEL POLICY.** Employees or volunteers of the parties to this agreement shall be subject to the personnel rules, laws and regulations of their respective agency or organization. Each party is responsible to ensure their employees and volunteers meet and maintain appropriate training and physical fitness qualifications and are equipped with personal protective equipment (PPE) to enable response to wildland fire activities.

VI. PREPAREDNESS, PREVENTION, AND PRESCRIBED FIRE:

- A. PROTECTION (OPERATING) PLAN.** The parties to this agreement shall determine and document operational efficiencies for mutual aid and reimbursable fire assistance. This may include identifying firefighting resources, placement of crews, engines, water tenders, air tankers, helicopters, fixed and aerial detection, regulated use, closures, radio frequencies, dispatch procedures, and other joint fire control efforts.
- B. FIRE SUPPLEMENTAL PROJECT AGREEMENTS.** The parties to this agreement may plan and jointly conduct cooperative projects within the scope and purpose of



this agreement. These projects may involve such activities as prescribed fire/fuels management, preparedness, fire analysis/planning, post-fire rehabilitation, training, prevention, public affairs, and other beneficial efforts in support of fire management. Nothing in this agreement obligates the parties to offer, accept, or fund any project proposals under this agreement. Any cooperative projects entered into under this agreement must be by mutual consent of the parties and documented through execution of a Fire Supplemental Project Agreement.

- C. FIRE PREVENTION. The parties agree to cooperate in the development and implementation of wildland fire prevention programs. The parties agree to share responsibilities and materials for fire prevention activities. Materials may include posters for display in public buildings, businesses and the like. The parties will share responsibility for wildland fire protection and rural fire safety presentations and demonstrations.
- D. FIRE RESTRICTIONS AND CLOSURES. The parties will coordinate wildland fire restrictions and closures.
- E. PRESCRIBED FIRE AND HAZARDOUS FUELS MANAGEMENT. The parties to this agreement agree to communicate for planned ignitions, prescribed fire and hazardous fuels management projects.
- F. SMOKE MANAGEMENT. Within their authorities, the parties to this agreement agree to cooperate in smoke management efforts for wildland fires and prescribed fires.

VII. OPERATIONS:

- A. 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 party has protection responsibility or jurisdiction.
- B. FIRE NOTIFICATIONS. When responding to a wildland fire, the Supporting Party will, as soon as possible, notify the Protecting Party detailing what equipment and personnel have been dispatched to the incident location. If either party takes action on a wildland fire independently, the Supporting Party will furnish the Protecting Party a preliminary report (oral) within 24 hours of the action taken and a written incident report within ten (10) days.
- C. BOUNDARY LINE FIRES. A boundary-line fire will be the initial attack responsibility of the Protecting Parties on either side of the boundary. Neither party will assume the other is aware of the fire or is taking action. Each party will make every reasonable effort to communicate with the other concerning the fire. When both parties have arrived at the site of the fire, the parties will mutually agree to the designation of an incident command organization.



- D. INDEPENDENT ACTION. Unless otherwise stated as a special land management consideration, nothing herein shall prohibit either party, on its own initiative, from going upon lands known to be protected by the other party to this agreement to engage in suppression of wildland fires, when such fires are a threat to lands under that party's management or protection responsibility. In such instances, the party taking action will promptly notify the Protecting Party. Such actions will be commensurate with the land management considerations of the Jurisdictional Party, and subject to the laws and regulations of the Jurisdictional Party.

Special Land Management Consideration (if applicable).

- E. ESCAPED PRESCRIBED FIRES. Wildland fires resulting from escaped prescribed fires that were ignited by, managed at the direction of, or under the supervision of one of the parties to this agreement shall be the responsibility of the Jurisdictional Party. 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. Unless otherwise agreed and documented in writing, all suppression costs and associated damages are the responsibility of the Jurisdictional Party. The parties to this agreement shall not hold each other responsible under this provision for escaped prescribed fires originating on private land, or on State or Federal lands not protected by one of the parties to this agreement.
- F. PRESERVATION OF EVIDENCE. As initial action is taken on a fire, the initial attack forces will preserve information and evidence pertaining to the origin and cause of the fire.
- G. ACCIDENT INVESTIGATIONS. When an accident occurs involving the equipment or personnel of a Supporting Party, the Protecting Party shall immediately notify the Jurisdictional Party. As soon as practical, the Protecting Party shall initiate an investigation of the accident. The investigation shall be conducted by a team made up of representatives from affected parties, as appropriate.

VIII. REIMBURSEMENT AND USE OF COOPERATIVE FIRE RESOURCES:

- A. LEGAL AUTHORITY – COOPERATIVE FIRE. The parties shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the work described, which includes funds sufficient to reimburse for costs, when applicable.
- B. APPROPRIATED FUND LIMITATION. Nothing in this agreement shall require the parties to this agreement to obligate, to expend funds, or to enter into any contract or other obligation for the future payment of money in excess of or in advance of appropriated funds available for payment to meet the commitments of this agreement and modifications thereto, except as specifically authorized by law.

- C. COST-SHARE AGREEMENT. On multi-jurisdictional incidents and incidents which threaten or burn across protection boundaries, the parties will jointly develop and execute a written cost share agreement which describes a fair distribution of financial responsibilities. Cost shares should be reconciled, settled, and billed within 180 days from the end date of the cost share period. Only one invoice should be created by billing party for the net difference in the cost share. Once the invoice is paid, the cost share agreement is considered closed and no more settlements, invoices, or payments between the parties should occur. Any delays beyond the 180 days must be documented in writing and presented to the other party(s).
- D. ELIGIBLE FIRE COSTS. All costs incurred by the Supporting Party as reimbursable fire assistance must be adequately documented as an actual expense. The parties agree that to the extent applicable, the parties will follow the cost principles and other requirements set forth in Part 200 of Title 2 of the Code of Federal Regulations. All costs must be reasonable, allowable, and allocable. Costs must be consistently treated as either direct costs or indirect costs. Consistent treatment of costs is a basic cost accounting principle and is specifically required to assure that the same types of costs are not charged as both direct costs and indirect costs. Every effort should be made to classify costs incurred for the same purpose, in like circumstances, consistently as either direct or indirect costs.
- (1) 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.
 - (2) Indirect costs are those items of expense incurred as part of general management and administrative support of an organization. Indirect costs are proposed as a percentage (or rate) of a direct cost allocation base such as Modified Total Direct Cost (MTDC) or direct labor. Indirect costs are also referred to as administrative costs, overhead, or burden. Examples of indirect costs may include office space, computer equipment, postage, utilities, salaries for administrative activities such as procurement, personnel, accounting, and so forth.
- E. INDIRECT COST RATES - COOPERATIVE FIRE. When indirect cost rates are applied to Federal reimbursements, the parties agree to the following:
1. If the payment recipient (Cooperator) has never received or does not currently have a negotiated indirect cost rate, they are eligible for a de minimis indirect cost rate up to 10% of Modified Total Direct Costs (MTDC). MTDC is defined as all salaries and wages, fringe benefits, materials and supplies, services, travel, and contracts up to the first \$25,000 of each contract.
 2. For rates greater than 10%, the payment recipient (Cooperator) shall provide either an applicable negotiated indirect cost rate agreement (NICRA) from a



cognizant Federal agency, or an indirect cost rate summary in a format that clearly defines the indirect cost rate and allocation base.

3. The payment recipient (Cooperator) must maintain adequate documentation to support the methodology and computation of the indirect cost rate. Documentation must be made available to the Federal agency upon request.
4. Failure to provide adequate documentation supporting the indirect cost rate may result in disallowed costs and repayment to the Federal agency.

F. FIRE PERSONNEL COSTS/RATES.

1. Personnel rates for salary, including overtime, shift premiums (if applicable), and fringe benefits must be consistent with each party's employment policy and regulations. All personnel time must be documented.
2. Reimbursement of personnel costs by the Protecting Party for employees of the Supporting Party is limited to actual time worked (beyond the mutual aid period), unless the Supporting Party is obligated via written labor agreement to pay for 24-hour shifts with periods of rest.
3. Standby personnel time is not reimbursable unless resource ordered.
4. Backfill costs are defined as the additional costs of replacement personnel (one level) to provide coverage for employees that have been mobilized to an incident. Unless otherwise documented as an additional net cost to the Supporting Party, regular time for the backfill employee is not reimbursable, only overtime costs are reimbursable.
5. Volunteers, by definition, are not employees and do not have a specified employment rate for hours worked. If, however, the Cooperator maintains written policy that provides for their volunteers to be mobilized to an incident for reimbursable assistance within the authority, scope, and terms of this agreement, the Cooperator agrees:
 - a. To compensate the individuals for hours worked based on current standardized published rates for emergency firefighters in the State of _____, or at hourly rates equal to, or less than, the current Federal administratively determined (AD) pay plan.
 - b. Unless exempt from Fair Labor Standards Act, these individuals will receive overtime pay for hours worked over 40 in a workweek at a rate equal to time and one half of the (base) hourly rate.
 - c. Base hourly and overtime costs are reimbursable; shift premiums, fringe benefits, and backfill costs are not reimbursable.



- d. The rates will only apply to incident response under the terms of this agreement and will not apply to project activities carried out supplemental to this agreement.
- e. These individuals will be considered Cooperator personnel under the terms of this agreement.

G. TRAVEL COSTS. Federal Travel Regulations (FTR) and/or agency-specific travel regulations will be utilized for all travel policies and processes. Authorized travel costs, including transportation, lodging, meals, and per diem consistent with these policies and processes are reimbursable.

H. FIRE EQUIPMENT COSTS/RATES.

1. Costs incurred for agency- or Cooperator-owned equipment, including aircraft, when assigned to an incident or project may include operating expenses (such as fuel, oil, repairs, retardant) and/or a rate consistent with each party's written policy and regulations for use of the equipment.
2. Standby equipment time is not reimbursable unless resource ordered.
3. Personnel costs for operator(s) shall be applied separate from the equipment costs/rates.
4. In the absence of a pre-determined and documented rate for use of Cooperator-owned equipment, reimbursement will be limited to the current Federal Emergency Management Administration (FEMA) Schedule of Equipment Rates for like equipment, published online at: <https://www.fema.gov/schedule-equipment-rates>.
5. Any Cooperator equipment mobilized for reimbursable fire assistance shall be documented on an OF-297 (Emergency Equipment Shift Ticket).

I. FEDERAL EXCESS PROPERTY PROGRAM. Federal Excess Property Program (FEPP) rates apply when federal property is loaned to the State Forester, who may place it with a local fire organization/department to improve local fire programs. If this loaned federal property is used on a federal incident or project, the Cooperator may only charge for operating costs that include maintenance, fuel, oil, etc. Costs may not include amortization, depreciation, replacement costs, modification, start-up costs, or related charges. FEPP equipment costs shall be listed separately on any invoice submitted for reimbursement.

J. CONTRACT REQUIREMENTS – COOPERATIVE FIRE. The Federal Acquisition Regulations (48 CFR) apply to all contracts awarded by a federal agency, unless otherwise exempt. Any contract awarded by the Cooperator under this agreement, where federal funding may be provided, must be awarded following the Cooperator's established procurement procedures, to ensure free and open competition, and avoid any conflict of interest (or appearance of a conflict). The Cooperator must maintain cost and price analysis documentation for potential U.S. Forest Service review. The Cooperator is encouraged to utilize small businesses, minority-owned firms, women's business enterprises and veteran owned businesses.



K. FIRE BILLING CONTENT, INFORMATION, AND FINANCIAL CONTACTS.

The following items will be included with each invoice:

- Billing party’s legal name, address, telephone number, and billing party’s financial contact information.
- Proper reference to this U.S. Forest Service agreement number.
- Invoice date.
- Invoice number, if applicable.
- Incident name and incident number.
- Dates of the incident covered by the billing.
- Appropriate Firecode or charge code (if known).
- Summary cost data for the amount being billed.
- Cost-share agreement (if applicable).

Summary cost data should include a list of personnel, travel, and equipment expenses; and a listing by contractor/vendor name and amount spent for services and supplies procured.

Generally, cost source documents, including but not limited to, resource orders, OF-288 Emergency Firefighter Time Reports, and OF-297 Emergency Equipment Shift Tickets, will not be required with the billing content unless summary cost data is disputed.

| Financial Information and Contacts: | U.S. Forest Service | Cooperator |
|--|--|------------|
| Submit bills to: | Albuquerque Service Center Incident Finance 5141 Masthead Albuquerque, NM 87109 FAX: 866-816-9532 Preferred method: EMAIL sm.fs.asc_coop@usda.gov | |
| Financial Contact: (Name, phone, and email address) | ASC Incident Finance Cooperative Agreements 877-272-7248 sm.fs.asc_coop@usda.gov | |
| Local Financial or Incident Business Contact: (Name, phone, email address) | | |
| Data Universal Number System (DUNS) | 92-9332484 | |



| | | |
|--------------------|---|--|
| Indirect Cost Rate | * | |
|--------------------|---|--|

*U.S. Forest Service indirect cost rate applied in accordance with FSH 1909.13 Chapter 40.

L. FIRE BILLING TIMEFRAMES. Except for cost-share agreement billings, the parties to this agreement will submit invoices within 60 days of the demobilization from the incident. Extensions beyond the 60 days for invoice submittal must be presented in writing to the reimbursing party. All bills will have a payment due date within 30 days after date of issuance.

M. STANDARDS FOR FINANCIAL MANAGEMENT – COOPERATIVE FIRE.

1. Financial Reporting

The Cooperator shall provide complete, accurate, and current financial disclosures of the project or program in accordance with any financial reporting requirements, as set forth in the financial provisions.

2. Accounting Records

Cooperators must maintain records for each incident or project which adequately identify the source and use of funds. These records must contain information pertaining to expenses related to each incident, unobligated balances, assets, liabilities, outlays or expenditures, and income. Such documents must be made available to the Federal Agency, Office of Inspector General, and the Government Accounting Office upon request.

3. Internal Controls

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

4. Source Documentation

Accounting records for each incident or project must be supported by source documentation such as cancelled checks, paid bills, payrolls, time and attendance records, equipment use and cost records, contract or subaward documents, etc. Such documents must be made available to the Federal agency upon request.

N. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT

(SAM). The Cooperator shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, *System for Award Management (SAM)* means the Federal repository into



which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site (currently at <https://www.sam.gov>).

O. OVERPAYMENT. Any funds paid to the Cooperator in excess of the amount entitled under the terms and conditions of this agreement constitute a debt to the Federal Government. The following must also be considered as a debt or debts owed by the Cooperator to the U.S. Forest Service:

- Any interest or other investment income earned on advances of agreement funds; or
- Any royalties or other special classes of program income which, under the provisions of the agreement, are required to be returned;

If this debt is not paid according to the terms of the bill for collection issued for the overpayment, the U.S. Forest Service may reduce the debt by:

1. Making an administrative offset against other requests for reimbursement.
2. Withholding advance payments otherwise due to the Cooperator.
3. Taking other action permitted by statute (31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B).

Except as otherwise provided by law, the U.S. Forest Service may charge interest on an overdue debt.

IX. GENERAL PROVISIONS:

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

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

| U.S. Forest Service Fire Program Contact | U.S. Forest Service Program - Incident Business - Contact |
|--|--|
| Name: Address: City, State, Zip: Telephone: FAX: | Name: Address: City, State, Zip: Telephone: FAX: |



| | |
|---|--------|
| Email: | Email: |
| U.S. Forest Service Administrative Contact | |
| Name: | |
| Address: | |
| City, State, Zip: | |
| Telephone: | |
| FAX: | |
| Email: | |

B. ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT

STATUS FOR CORPORATE ENTITIES. This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 as continued by Consolidated and Further Continuing Appropriations Act, 2013, P.L. No. 113-6, Division F, Title I Section 1101(a)(3) regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement the Cooperator acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If the Cooperator fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds the Cooperator has expended in violation of sections 433 and 434.

C. PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS. All

nonfederal government entities working on this agreement will adhere to the below provisions found in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, relating to reporting fraud, waste and abuse to authorities:

- a. The recipient (Cooperator) may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- b. The recipient (Cooperator) must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal



confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.

c. The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.

d. If the Government determines that the recipient is not in compliance with this award provision, it:

(1) Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and

(2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

D. TRIBAL EMPLOYMENT RIGHTS ORDINANCE (TERO). The U.S. Forest Service recognizes and honors the applicability of the Tribal laws and ordinances developed under the authority of the Indian Self-Determination and Educational Assistance Act of 1975 (PL 93-638).

E. USE OF U.S. FOREST SERVICE INSIGNIA. In order for the Cooperator to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications (Washington Office). A written request will be submitted by the U.S. Forest Service to the Office of Communications Assistant Director, Visual Information and Publishing Services, prior to use of the insignia. The U.S. Forest Service will notify the Cooperator when permission is granted.

F. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA. The Cooperator shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.

G. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. The Cooperator shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)"



To file a complaint alleging discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington DC 20250-9410 or call toll free voice (866) 632-9992, TDD (800)877-8339, or voice relay (866) 377-8642. USDA is an equal opportunity provider and employer.”

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

- H. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or the Cooperator are sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Contact, at the address specified in this agreement.

To the Cooperator Program Contact, at the address shown in this agreement.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- I. AVAILABILITY FOR CONSULTATION. Both parties agree to be available at mutually agreeable times, for continuing consultation to discuss the conditions covered by this agreement and agree to actions essential to fulfill its purposes.
- J. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or the Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.
- K. REMEDIES FOR COMPLIANCE RELATED ISSUES – COOPERATIVE FIRE. If either party materially fail(s) to comply with any term of the agreement, whether stated in a Federal statute or regulation, an assurance, or the agreement, either party may wholly or partly suspend or terminate the current agreement.
- L. ENDORSEMENT. Any of the Cooperator’s contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of the Cooperator's products or activities and does not by direct reference or implication convey the Cooperator's endorsement of the U.S. Forest Service’s activities.



- M. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- N. NONDISCRIMINATION. The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, and so forth) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.
- O. ELIGIBLE WORKERS. The Cooperator shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). The Cooperator shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract awarded under this agreement.
- P. AGREEMENT CLOSEOUT – COOPERATIVE FIRE. Within 120 days after expiration date or notice of termination, the parties shall reconcile for final billing/payments and close the agreement.
- Q. PROGRAM MONITORING – COOPERATIVE FIRE. The parties to this agreement shall monitor the performance of the agreement activities to ensure that performance goals are being achieved. The parties to this agreement will meet annually to review matters of mutual concern. Program performance reports are not required for emergency response activities.
- R. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. The Cooperator shall retain all records pertinent to this agreement for a period of no less than 3 years from the expiration or termination date. As used in this provision, records include books, documents, accounting procedures and practice, and other data, regardless of the type or format. The Cooperator shall provide access and the right to examine all records related to this agreement to the U.S. Forest Service, Inspector General, or Comptroller General or their authorized representative. The rights of access in this section must not be limited to the required retention period but must last as long as the records are kept.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the 3-year period, the records must be kept until all issues are resolved, or until the end of the regular 3-year period, whichever is later.



Records for nonexpendable property acquired in whole or in part, with Federal funds must be retained for 3 years after its final disposition.

- S. FREEDOM OF INFORMATION ACT (FOIA). Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 215.36.

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

- T. TERMINATION – COOPERATIVE FIRE. Either party shall have the right to terminate their participation under this agreement in whole, or in part, at any time before the date of expiration by providing 90 days written notice to the other party. If the agreement is terminated, the parties shall agree to the terms of the termination, including costs attributable to each party and the disposition of awarded or pending actions. If a party incurs costs due to the other party's failure to give the requisite notice of its intent to terminate the agreement, the Protecting party shall pay any actual costs incurred by the Supporting Party as a result of the delay in notification, provided such costs are directly attributable to the failure to give notice.
- U. ALTERNATE DISPUTE RESOLUTION. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.
- V. DEBARMENT AND SUSPENSION. The Cooperator shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the Federal Government according to the terms of 2 CFR Part 180. Additionally, should the Cooperator or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- W. MODIFICATIONS – COOPERATIVE FIRE. 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 _____ days prior to implementation of the requested change. No party is obligated to fund any changes not properly approved in advance.
- X. COMMENCEMENT/EXPIRATION DATE – COOPERATIVE FIRE. This agreement is executed as of the date of the last signature and is effective through _____ at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.



If this agreement expires during an incident, the terms of this agreement will apply until the end of the incident. The parties must execute a written modification within 30 days following the incident to properly document the time extension. No other changes shall be retroactively applied for this time extension.

All Fire Supplemental Project Agreements must be completed within the timeframe of this agreement. However, if this agreement is replaced or superseded by a new agreement, current Fire Supplemental Project Agreements may remain in effect to the extent they do not conflict with the provisions of the new agreement, but only until such time that the Fire Supplemental Project Agreements can be completed or modified to be incorporated under the terms of the new agreement.

Y. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.

, Date

, Date
U.S. Forest Service,

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

Date
U.S. Forest Service Grants Management Specialist



According to the Paperwork Reduction Act of 1995, an agency may not conduct, or sponsor and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. Response to this collection of information is Mandatory (Title VIII of IIA). The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing the instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's Target Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, DC 20250-9410, or call toll free at (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 522) govern the confidentiality to be provided for information received by the Forest Service.



Forest Service
U.S. DEPARTMENT OF AGRICULTURE

FS-1500-7 (VER. XX/XX)
OMB No. 0596-0217

Exhibit A – Map of Protection Areas and Boundaries



EXHIBIT B – Protection (Operating) Plan

Instructions: The format of this exhibit is not defined. However, the exhibit shall only include programmatic, operational information for preparedness and protection planning that meets the scope and purpose of the agreement. This exhibit shall not include any information that contradicts the terms and conditions of the agreement. If reimbursable rates are identified in this exhibit, they must be applied in accordance with the terms of the agreement.



Exhibit C – Fire Supplemental Project Agreement

FS Supplemental Project Agreement No. (a) _____

Cooperator Project Agreement No. (b) _____

**FIRE
SUPPLEMENTAL PROJECT AGREEMENT
Between
(c)
And
(d)**

This Fire Supplemental Project Agreement (SPA) is hereby made and entered into by and between (e) _____, hereinafter referred to as “the Cooperator,” and (f) _____, hereinafter referred to as the U.S. Forest Service under the Reciprocal Fire Protection Act of May 27, 1955, (42 U.S.C. 1856a) and under the provisions of the Local Cooperative Fire Protection Agreement No. (g) _____, executed between the Parties.

Project Title: (h) _____

I. BACKGROUND:

As referenced above, the Parties entered into a Local Cooperative Fire Protection Agreement. The Agreement allows 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, prevention, public affairs, and other beneficial efforts in support of fire management.

II. PURPOSE:

The purpose of this SPA is to document the Parties’ contributions and cooperation regarding (i) _____. This project is further described in the hereby incorporated Financial and Project Plans, attached as Exhibits (j) _____.

III. THE COOPERATOR SHALL:

- A. Perform in accordance with the terms of this SPA and with the Financial and Project Plans, Exhibits (j) _____.



- B. Bill the U.S. Forest Service for actual costs incurred, not to exceed (k)\$ _____, as agreed to in the attached Financial Plan.
- C. Upon presentation of a Bill for Collection, reimburse the U.S. Forest Service for actual costs incurred, not to exceed (l)\$ _____, as agreed to in the attached Financial Plan.

IV. THE U.S. FOREST SERVICE SHALL:

- A. Perform in accordance with the terms of this SPA and with the attached Financial and Project Plans, Exhibits (j) _____.
- B. PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse the Cooperator for the U.S. Forest Service's share of actual expenses incurred, not to exceed (k)\$ _____, as shown in the attached Financial Plan. The U.S. Forest Service shall make payment upon receipt of the Cooperator's (m) _____ invoice. Each invoice from the Cooperator must display the total project costs for the billing period, including the Cooperator's share (when applicable). Cooperator in-kind contributions must be displayed as a separate line item and must not be included in the total project costs available for reimbursement. The final invoice must display the Cooperator's full match towards the project, as shown in the financial plan, and be submitted no later than 120 days from the SPA expiration date.

Each invoice must include, at a minimum:

- 1) Cooperator's complete legal name, address, and telephone number
- 2) U.S. Forest Service Supplemental Project Agreement number
- 3) Invoice date
- 4) Invoice number, if applicable
- 5) Performance dates of the work completed (start & end)
- 6) Total invoice amount for the billing period

The invoice must be forwarded to:

EMAIL: SM.FS.ASC_GA@USDA.GOV

FAX: 877-687-4894

POSTAL: USDA Forest Service
Albuquerque Service Center
Payments – Grants & Agreements

Send a copy to: (n)



- C. REIMBURSABLE BILLING. The U.S. Forest Service 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 U.S. Forest Service expenditures. Overhead is assessed at the rate of (o) percent.

Billings must be sent to: (p)

The U.S. Forest Service 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 U.S. Forest Service by the date specified on the bill, the U.S. Forest Service shall exercise its rights regarding the collection of debts owed to the United States.

- D. (q) 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: (r)

- E. (s) 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. (t) PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this SPA.

(u) 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: |

(v)Principal U.S. Forest Service Contacts:

| U.S. Forest Service Program Manager Contact | U.S. Forest Service 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 referenced Cooperative Fire Protection Agreement.
- C. (w)Mutually agree to the Burn Plan relevant to this SPA, and to any agreed upon revision thereof. Revisions to the Burn Plan that do not materially affect the purpose and/or terms of the SPA, but rather only revises the implementation of the project, do not require a modification to this SPA. The Burn Plan, and any revision thereof, is incorporated by reference into this SPA and will be maintained by and provided to the Program Contacts listed above.
- D. In the event of a conflict between the provisions of this SPA and the referenced Cooperative Fire Protection Agreement, the Cooperative Fire Protection Agreement shall take precedence.
- E. (x) PROGRAM MONITORING AND PROGRAM PERFORMANCE REPORTS. The parties to this agreement shall monitor the performance of the agreement activities to ensure that performance goals are being achieved.

Performance reports must contain information on the following:

- A comparison of actual accomplishments to the goals established for the period. Wherever the output of the project can be readily expressed in numbers, a computation of the cost per unit of output, if applicable.
- Reason(s) for delay if established goals were not met.



- Additional pertinent information

The Cooperator shall submit annual performance reports to the U.S. Forest Service Program Manager. These reports are due 90 days after the reporting period. The final performance report must be submitted either with the Cooperator's final payment request, or separately, but not later than 120 days from the expiration date of the agreement.

- F. (y) PURCHASE OF ASSETS. Any assets (such as equipment, property, or improvements) purchased by the U.S. Forest Service with the Cooperator's contributions shall become the property of the U.S. Forest Service, unless otherwise documented via separate authority and instrument.
- G. (z) PROPERTY IMPROVEMENTS. Improvements placed on federal land at the direction, or with the approval of, the U.S. Forest Service, becomes property of the United States. These improvements are subject to the same regulations and administration of the U.S. Forest Service as would other agency improvements. No part of this SPA entitles the Cooperator to any interest in the improvements, other than the right to use them under applicable U.S. Forest Service Regulations.
- H. PARTICIPATION IN SIMILAR ACTIVITIES. This SPA in no way restricts the Parties from participating in similar activities with other public or private agencies, organizations, and individuals.
- I. ENDORSEMENT. Either Party's contributions made under this SPA do not by direct reference or implication convey endorsement of each other's products or activities.
- J. ALTERNATE DISPUTE RESOLUTION. In the event of any issue of controversy under this SPA, the Parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to, conciliation, facilitation, mediation, and fact finding.
- K. MODIFICATION – COOPERATIVE FIRE. Modifications within the scope of this SPA 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. No Party is obligated to fund any changes not properly approved in advance.
- L. TERMINATION – FIRE SUPPLEMENTAL PROJECT AGREEMENT. Either Party, in writing, may terminate this SPA 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 SPA 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.



- M. COMMENCEMENT/EXPIRATION DATE – FIRE SUPPLEMENTAL PROJECT AGREEMENT. This SPA 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 Cooperative Fire Protection Agreement is superseded by a new Cooperative Fire Protection Agreement, this SPA may remain in effect to the extent that it does not conflict with the provisions of the new Cooperative Fire Protection Agreement, but only until such time that the project can be completed or modified to be incorporated within the terms of the new Cooperative Fire Protection Agreement.

- N. 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 SPA.

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

(hh) _____, (ii) _____ (gg)
(jj) _____ Date

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

(ll) _____ (kk)
U.S. Forest Service Grants Management Specialist Date



INSTRUCTIONS for Exhibit C - Fire Supplemental Project Agreement

All provisions in this instrument are mandatory, unless otherwise excepted. Depending on the type of project, there may be additional provisions necessary for compliance with U.S. Forest Service directives or regulations (for example, occupancy/improvements for shared space or joint publications).

- (a) U.S. Forest Service Project Agreement No. For example: FY-FP-11RRUOSS-XXX.
- (b) Cooperator Project Agreement No. Insert Cooperator project agreement number, if applicable.
- (c) Insert name of Cooperator.
- (d) Insert name of U.S. Forest Service Unit.
- (e) Insert Cooperator name as cited above.
- (f) Insert U.S. Forest Service name as cited above.
- (g) Insert corresponding U.S. Forest Service Agreement # as identified on Cooperative Fire Protection 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 U.S. Forest Service is not obligating funds for reimbursement to the Cooperator, then delete this provision.
- (l) Insert amount. If the U.S. Forest Service 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 other contact name and address, if applicable, otherwise delete.
- (o) Insert the U.S. Forest Service burden/overhead rate. Enter 'shall not be assessed' if burden is not applicable.
- (p) Enter Cooperator's name, name of point of contact, and mailing address to which billing documents should be sent.
- (q) If the U.S. Forest Service is not collecting funds, delete this provision. When U.S. Forest Service is collecting funds, the provision is optional if the Cooperator requires financial documentation. This provision



alerts ASC-RACA that the U.S. Forest Service shall provide transaction registers with any billing to the Cooperator under this Agreement.

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

(s) If the U.S. Forest Service is not collecting funds from the Cooperator, delete this provision. When U.S. Forest Service is collecting funds, the provision is optional if the Cooperator requires an accomplishment or program report with each BFC. This provision alerts ASC-RACA that the U.S. Forest Service must coordinate BFCs with the PM for submission to the Cooperator.

(t) May be changed to accommodate additional contacts.

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

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

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

(x) Mandatory provision if U.S. Forest Service is reimbursing the Cooperator.

(y) If the U.S. Forest Service 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 Cooperative Fire Protection 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 U.S. Forest Service Signatory Official.

(ii) Insert U.S. Forest Service signatory official's positional title.

(jj) Insert U.S. Forest Service Region, Office, or Unit.

(kk) Insert date of signature.



(ll) Insert Grants Management Specialist's name.



Exhibit D – Cost Share Agreement

| | | | | |
|-----------------------------------|------------------------|--|---------------------------|--|
| Incident Name | | | Incident Number(s) | |
| Cost Share Start/End | | | | |
| Cause | | | | |
| Incident Command Structure | Single Agency | | Jurisdictions | |
| | Unified Command | | | |
| | I.C.s | | | |

This Cost Share Agreement between _____ and _____ was prepared under the authority of the Local Cooperative Fire Protection Agreement number:

It is hereby agreed that the cost basis on this incident will be shared as follows:

Rationale used in developing this cost agreement:

The following section is optional, but may be used if costs are calculated on a percentage basis:

| Agency | Direct Cost | Support Cost | Air/Retardant Cost |
|--------|-------------|--------------|--------------------|
| | | | |
| | | | |

This agreement and the apportionment contained are our best judgements of agency cost responsibilities.

| | | | |
|-------------------|--|------------------|--|
| Signature | | Signature | |
| Print Name | | Print | |
| Agency | | Agency | |
| Date | | Date | |
| Phone # | | Phone # | |



Exhibit D – Guidelines and Methods:

The cost-share agreement is entered into supplemental to the Local Cooperative Fire Protection Agreement (reference provision VIII-C) and is used to define and document the basis (method) and rationale for delineating costs on a multi-jurisdictional fire.

The following guidelines should be considered when executing a cost-share agreement.

General Guidelines:

1. Agency-specific costs are not shared.
2. Responsibilities for claims is outside the scope of the cost-share agreement.
3. Rehabilitation costs are the responsibility of the jurisdictional agency.
4. The cost-share should include consideration of each agency's values at risk and policies.

Method 1: Costs can be shared proportionately based on acres burned.

Method 2: Costs between the agencies can be based on a summary of daily estimated incident costs and each agencies' proportionate share thereof. If this method is used, daily cost-shares should be properly documented by the Incident Commander. Aircraft and retardant should be on an actual use basis.

Method 3: Costs can be shared based upon how directly fireline resources are assigned on the incident. Aircraft and retardant should be on an actual use basis where such use can be identified. Support costs and direct costs that are difficult to separate are then shared proportionally to direct costs. This is the most equitable method and should be utilized on incidents when a Type I team is assigned.

Direct Costs: All costs associated with direct fireline/fireground and operations including aircraft, except helitankers and fixed-wing airtankers and their retardant, and incident support ordered by the incident prior to completion of the cost-share agreement. Airtanker costs and associated retardant costs are direct costs but are normally calculated as a separate cost-share rate.

Support Costs: All other costs ordered by or for the incident but not defined as a direct cost. Indirect costs may include office support personnel, mobilization/demobilization centers, dispatching airbase operations, transportation from home base to camp and minor and major equipment repairs to incident assigned and damaged resources (except those costs included in equipment rental rates). Indirect costs can be shared proportionately with direct costs except where identified to be shared differently in the cost-share agreement.