

**DOG CANYON FIRE COST SHARE AGREEMENT, AS PER THE  
NEW MEXICO WILDLAND FIRE MANAGEMENT JOINT POWERS MASTER  
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 Section 44 of the New Mexico Wildland Fire Management Joint Powers Master Agreement.

1. Incident Name Dog Canyon Origin Date 02/24/11 Time 1715

2. Latitude 32: 01' 39" Longitude 104: 55' 33"

3. Estimated Size 3,418 Acres at the time of this Agreement.

4. Agency BLM Las Cruces District Fire Code NM – CAD – 000011 F0XB

Agency EMNRD - NM Forestry Division Fire Code 11-51270278X

Agency \_\_\_\_\_ Fire Code \_\_\_\_\_

Agency \_\_\_\_\_ Fire Code \_\_\_\_\_

5. This Agreement becomes effective on 02/24/11 at  
1715 and remains in effect until Control

or until otherwise amended or terminated.

6. Position	Name	Agency
Incident Commander	<u>Tom McKibben</u>	<u>BLM</u>
Finance Section Chief	<u>Shanna Miller</u>	<u>BLM</u>

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

Agency BLM – Las Cruces District Agency EMNRD Forestry Division

Name Jim McCormick Name Gilbert A. Romero

Title Las Cruces Assistant District Manager Title Incident Business Advisor

Agency \_\_\_\_\_ Agency \_\_\_\_\_

Name \_\_\_\_\_ Name \_\_\_\_\_

Title \_\_\_\_\_ Title \_\_\_\_\_

**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:

The costs on the Dog Canyon Fire will be shared by percentage of Agency Jurisdictional responsibility as per option C. above. Following are the percentages that will be used as provided by the McKibben Type 3 Team:

BLM Las Cruces District	1,442. Acres	42.0%
EMNRD – NM Forestry Division	1,976 Acres	58.0%
	Acres	%
	Acres	%
Total	3,418 Acres	100.0%

Federal Agencies will bill the EMNRD - NM Forestry Division individually for 58 % of their costs.

The EMNRD - NM Forestry Division will bill the BLM Las Cruces Dist. For 42 % of the Forestry Division's costs.

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.

Signature <u></u>	Signature <u></u>
Agency <u>BLM Las Cruces District</u>	Agency <u>EMNRD Forestry Division</u>
Date <u>2/27/11</u>	Date <u>2/28/11</u>
Telephone <u>(575) 525-4300</u>	Telephone <u>(505) 476-3325</u>

Signature _____	Signature _____
Agency _____	Agency _____
Date _____	Date _____
Telephone _____	Telephone _____

Signature \_\_\_\_\_  
Agency \_\_\_\_\_  
Date \_\_\_\_\_  
Telephone \_\_\_\_\_