Standard Guide Fire Stipulations for Arizona
BLM Right-of-Way Grants and Land Use Authorizations

The following is a list of fire prevention and control standard stipulations to be used in Right-of-Way grants (ROW) and other Land Use Authorizations (LUA). In general, these standard guide fire prevention and control stipulations should be included in ROW/LUA authorizations. The only stipulation which requires a specific finding to be included is the strict liability stipulation in (#4). The Authorized Officer and specialists identify what kinds of harms are foreseeable from the activity (even if rare) to determine whether the strict liability stipulation in #4 should be included in each authorization. Strict liability must be included if a risk of fire or other damage is generally foreseeable, even if rare.

> *Where activities involve transmission of flammable material or may be a source of ignition, such as electricity, petroleum/oil or gases, strict liability stipulations should be included after a determination of foreseeable hazard or risk by the authorized officer in the authorization. Examples of such activities include, but are not limited to: power sources (e.g. utilities, powerlines, generators, etc.), oil and gas operations, blasting activities, equipment and vehicle operation and maintenance, welding and grinding.*

In addition to the terms and conditions identified in 43 CFR 2805.12, 2885.11 and 2920.7, this list provides guide stipulations to be applied according to specific conditions of each proposal. Additional mitigation may be identified during the National Environmental Policy Act (NEPA) process which results in additional stipulation(s) not included in this list. When including additional stipulation(s) resulting from the NEPA process ensure that supporting documentation is included in the administrative record/case file.

Other than replacing "ROW" with the appropriate land use authorization type, these stipulations have been reviewed and approved by a solicitor and should not be reworded to accommodate a request of an applicant or Holder.

Fire Prevention and Control Stipulations

1. The Holder shall indemnify the United States for any and all injury, loss or damage to life or property, including fire suppression costs, the United States may suffer as a result of losses, claims, demands or judgments caused by Holder's use or occupancy of public lands under this grant or permit.

2. The Authorized Officer may suspend or terminate in whole, or in part, any notice to proceed which has been issued when, in his or her judgment, conditions arise which result in the approved terms and conditions being inadequate to protect the public health and safety or to protect the environment.

3. Holder shall maintain the ROW in a safe, usable condition.

4. As provided in 43 CFR 2807.12(b)(1)-(5) and 43 CFR 2886.13(b)(1-5), the Holder shall be strictly liable for any activity or facility associated with your ROW area which the BLM determines presents a foreseeable hazard or risk of damage or injury to the United States. BLM has determined that the permitted/authorized activity or facility (*describe here*) presents a foreseeable hazard or risk of damage and has also determined that the financial limitation of strict liability in this grant is $_____(*use current strict liability maximum amount provided in the annual BLM cost recovery and strict liability instruction memorandum*) for any one incident. This strict liability amount is updated annually by BLM pursuant to 43 CFR 2807.12(b)(3) and 2886.13(b)(3). [**Note: The authorized officer must determine, in his or her discretion, whether the permitted activity or facility presents a foreseeable hazard or risk of damage (including but not limited to fire) to the United States. If it is determined that such a risk exists, even if rare, this strict liability stipulation must be included in an authorization. The authorized officer must identify in the authorization the activity and/or facility posing such hazard or risk and also include the financial limitations. The authorized officer should pursue the maximum amount found in the annual instruction memorandum transmitting the strict liability amount for any one incident. The BLM updates this amount each year to account for "changes in the Consumer Price Index for All Urban Consumers, US City Average as of July of each year" (43 CFR 2807.12(b)(3) and 2886.13(b)(3)).]**

5. When performing construction and maintenance (including emergency repairs) activities during fire restrictions, as set by Arizona State Law, or during any other closed fire season prescribed by the BLM Arizona State Director, the Holder, including any persons such as contractors, etc. working on their behalf, shall equip at least one on-site vehicle with firefighting equipment, including, but not limited to, fire suppression hand tools (i.e. shovels, rakes, Pulaski's, etc.), a 16-20 pound fire extinguisher, and a sufficient supply of water for initial attack, with a mechanism to effectively spray the water (i.e. backpack pumps, water sprayer, etc.).

6. Within the bounds of the ROW, the Holder shall provide and maintain a vegetation clearance of _____ feet around the base of wood poles or other facilities with the potential to catch and/or spread fire. (see NERC/FERC ruling FAC 003-4 for minimum clearance) **[Note: The authorized officer should request the applicant to incorporate the NERC/FERC ruling FAC 003-4 into the plan of development.]**

7. During conditions of extreme fire danger or when the State of Arizona and/or the BLM Arizona State Director issues a fire restriction order, operations shall be limited or suspended in specific areas, or additional mitigation measures may be required by the BLM Authorized Officer.

8. In accordance with 43 CFR 2805.12(d)/43 CFR 2885.11(b) (or subsequent revisions), the Holder shall do everything reasonable to prevent fires on or in the immediate vicinity of the ROW. The Holder will immediately report fires to the BLM Authorized Officer or local fire dispatch *(enter phone number(s))*_____and take all necessary fire suppression actions, when safe to do so, with their personnel and equipment on any fires

they cause to ignite. *(Arizona Strip District: Color Country Dispatch (435) 865-4600, Colorado River and Phoenix Districts: Prescott Dispatch 928-777-5700, Gila District: Tucson Dispatch 520-202-2700)*

9. Holder shall maintain the condition of the origin area of the fire from further damage to enable the Fire Investigator to properly assess the origin area and cause of the fire. The Holder shall report to the Fire Investigator or BLM Incident Commander and shall not enter into the origin area on fires unless given permission to do so.

10. The Holder will cooperate with the BLM in its efforts to investigate, suppress and respond to all future fires. The duty to "cooperate" includes, but is not limited to, the following duties regardless of whether BLM is on the scene:

    i. The duty to provide the BLM (Authorized Officer or local fire dispatch *(enter phone number(s))* _____ with reasonable and timely notice concerning all fires involving the Holder's facilities, or discovered during routine operations.
    ii. The duty to share factual information with the BLM concerning fires, including but not limited to the names of Holder's employees and/or contractors with knowledge of the incident; and to allow employees and/or contractors to be interviewed by BLM's investigators regarding factual information relating to a fire.
    iii. It is the duty of the Holder to preserve the point of ignition, fire scene and reasonably account to the BLM for Holders actions taken at the scene of a fire.
    iv. The duty to minimize disturbance of potential evidence located at the scene; to not engage in any evidence collection or destructive testing without BLM and or its counsel's express written consent; to properly handle and preserve any evidence collected and to make all documents and evidence, including expert reports, available to the BLM in a rapid and timely manner upon request of BLM and/or its counsel.
    v. The duty to not hamper the BLM investigation of origin and cause of the fire; and to reasonably assist BLM's investigation at the scene.
    vi. The duty to provide information upon request of BLM and/or its counsel concerning the construction, monitoring, inspection, maintenance and/or repairs of any of Holder's facilities located at or adjacent to a fire.
    vii. The duty to provide information upon request of BLM and/or its counsel concerning the monitoring, inspection, and or alteration by Holder of any condition on public land, including but not limited to, public land adjacent to any of the Holder's facilities.
    viii. The duty, during BLM fire suppression efforts: to defer to and follow the instructions of the BLM's Incident Commander regarding activities within the boundaries of the fire and checking in and out of the fire; and to recognize BLM's primary authority over the incident scene.