

New Mexico Prescribed Fire Council Meeting Minutes

August 2, 2016

Socorro County Annex Conference Room

Members Present – Rick Merrick, Doug Boykin, Tim Kirkpatrick, Ed Singleton, Kryns Nordstrom, Kenny Rodgers, Dominic Otero

1:30 p.m. Welcome and Introductions

Rx Fire Council Business

- a. Treasurer's Report – *Current balance in bank account: \$15,574.81 (RX Council Funds = \$1,697.95; waiting on a \$342.04 check from SCMRC&D for reimbursement from Chama Workshop; Rx trailer support funds = \$13,876.86)*
- b. Liability Insurance for Board Members – *Table until we have a secure funding stream*
- c. Logo and web site for Rx council merchandise – *Kenny Rodgers, see attached schematic for Rx trailer logo and partnerships logo design; need to get a clean logo from ASAP Wildfire; NMF&WHI will also contribute/send a logo. Should be ready to go to print within the next month or so; Kenny will be adding the additional items onto the web page within the next few weeks for sale (t-shirts, long and short sleeve, baseball caps, etc.)*

Old Business

- a. Website Update – *D. Cram not in attendance but continues to update website.*
- b. Overview of Chama Workshop – *AAR was held after the workshop; all thought it was a successful even;, agenda was tight and could be better timed; evaluations sent to Mary Stuever to review and synthesis.*
- c. CFRP Grant Status/Update –
 - a. Rx Trailer Status – *See above, as soon as we get the trailer back for WX Graphics, we can start outfitting it, we have donated PPE from the Quemado Ranger District, and several drip torches are being donated by the Lincoln NF. A draft list of items that will be purchased is attached (A).*
 - b. Draft Rental Agreement/Check Out Form – *See latest draft version of the rental and release of liability agreement (B).*

New Business

- a. Next Workshop Planning – *Various discussion with the Cottonwood Gulch/ TNC option; will flesh out at next meeting; this workshop would be a more hands on workshop (implementation) vs. the 4 we have completed (introduction).*
- b. Partnership for Firefighter Qualification Program – *Discussions centered around what Kyrs and the TNC are doing in partnership with the National Wildfire Suppression Association, whose purpose is to assist private contractors to meet the qualifications of the NWCG, thus allowing them to obtain valid red cards, all agreed that this a partnership that the council should be involved with.*
- c. NMSU RX Training Workshop – *Doug Cram is working on this, Kent said the NMFWRRI would like to be a partner as well, Rick mentioned that EMNU-Ruidoso may also want to be involved.*
- d. Planning for 2017 Legislative Session – *All agreed that we need to start preparing for a 2017 Legislative activity; we should start talking to legislators; try to have a booth on Natural Resources Day; work with adjoining states to develop an actual draft legislative proposal based on their work.*

3:00 p.m. Dismissal – *Next meeting September 6 at 1:30 p.m. Socorro County Annex conference room*



Attachment A
Rx Trailer Equipment Supply List

Item	Page #	Need	Unit Price	Total
Drip Torches	150	10	\$145	\$1,450
Torch Mounting Brackets	150	10	\$58	\$580
Backpack Pumps	146-147	5	\$170	\$850
Communication/Radios	571-572	5	\$250	\$1,250
Hard Hats Class E	604-605	10	\$18	\$180
Headlamps		10	\$20	\$200
Safety Glasses/Goggles	595-600	15	\$5	\$75
Belt Weather Kit		2	\$100	\$200
First Aid Kit		1	\$150	\$150
Gloves	127	20	\$10	200
Signs Rx in Progress/Smoke etc	575	4	\$200	\$800
Fuzzes		4	\$100	\$400
30 gallon wheeled fuel containers		4	\$200	\$800
AA Batteries		2 boxes	\$50	\$100
Fire Shelters	135	10	\$340	\$3,400
Flagging	24-25	20 rolls	\$1.50	\$30
Council Fire Swatter		4	\$55.00	\$220
Fire Fighting Shovels		6	\$60.00	\$360
Council Polakis		6	\$80.00	\$480
Fire Extinguishers		2	\$250	\$500
			Total	\$12,225



Attachment B

RULES AND REGULATIONS CONCERNING THE USE OF AND THE RELEASE OF LIABILITY OF THE NM PRESCRIBED FIRE COUNCIL BURN TRAILER AND EQUIPMENT

In consideration for use of prescribed burn trailer and equipment (the "Burn Trailer and Equipment"), owned by the New Mexico Prescribed Fire Council (NMPFC) and stored at the offices of New Mexico State Forestry – Socorro District (NMS-N3S), located at 1701 Enterprise, Socorro, NM 87801

I, the undersigned, individually or on behalf of the entity indicated below, execute this Release of Liability ("Release") and state and agree as follows:

The Burn Trailer and Equipment will be used on an estimated _____ acres for the purposes of conducting prescribed burn(s) to maintain or restore grassland, shrubland and /or forest lands located at the site indicated after my signature below ("Site"). I shall not have a security, ownership, or other interest in the Burn Trailer and Equipment, except the limited, temporary right to use the Burn Trailer and Equipment in a safe and non-negligent manner for these purposes during the time period set forth in Paragraph 3 below. I acknowledge that NMPFC are sole owners of the Burn Trailer and Equipment. The NMPFC retains the right to rescind this contract and use of the Burn Trailer and Equipment at any time.

2. I agree to pay the:

- a. Dry rate amount (all equipment minus fuel) of \$125 per day (24 hours) as determined by days of possession, with a minimum payment of \$125. I will provide NMPFC with payment of one-half (1/2) of the amount due based an estimated _____ days of possession upon my receipt of the Burn Trailer and Equipment and with payment of the remaining balance upon return of the Burn Trailer and Equipment to the NMPFC office. Payment shall be calculated for all days starting with the date of my receipt of the Burn Trailer and Equipment through the day of its return to the NMPFC office. _____
- b. Wet rate amount (all equipment including initial drip-mix/ fuel) of \$200 per day (24 hours) as determined by days of possession, with a minimum payment of \$200 (After the initial drip mix/fuel is utilized, then the cost per day will revert back to the dry rate amount in 1.a above) I will provide NMPFC with payment of one-half (1/2) of the amount due based an estimated _____ days of possession upon my receipt of the Burn Trailer and Equipment and with payment of the remaining balance upon return of the Burn Trailer and Equipment to the NMPFC office. Payment shall be calculated for all days starting with the date of my receipt of the Burn Trailer and Equipment through the day of its return to the NMPFC office. _____

3. I agree to pick up the Burn Trailer and Equipment from the NMS-N3S Office and to return the Burn Trailer and Equipment to the NMS-N3S Office on or before _____, 20____, in the same condition that I received it, ordinary wear and tear excepted. I will furnish a **copy of my driver's license**, proof of **landowner Liability insurance** (or rider therein attached) **and liability auto insurance** (or rider therein attached) or if applicable, commercial or other liability insurance upon receipt of the Burn Trailer and Equipment. I agree to provide secure storage for the Burn Trailer and Equipment while in my possession.

4. I agree to use the Burn Trailer and Equipment and conduct any burns with utmost care and safety in a non-negligent manner and to take all reasonable precautions to avoid injury to myself, other persons, wildlife, livestock, and domestic animals, and damage to the Burn Trailer and Equipment (see Item A below) and other property, whether personal or real property, in connection with use of the Burn Trailer and Equipment or conducting any burns. I also agree that if thru the use of the burn trailer, I damage it in some way, I will repair or replace whatever I am responsible for, making sure that it is returned as good or better condition that when I received it.

I represent and warrant that I am qualified and have adequate experience in conducting burns and in the proper use of the Burn Equipment, including familiarity with its operating, safety, and maintenance requirements, and agree that I will comply with all requirements for use of the Burn Trailer and Equipment. I also agree to comply with all laws and regulations, along with any rules that may be provided by NMPFC, involving the Burn Trailer and Equipment and any burns conducted. I further agree that the Burn Trailer or Equipment shall not be used or transported by any minors or third parties and that no liens, security interests, adverse claims, or other encumbrances shall be created, incurred, assumed or allowed to exist with respect to the Burn Trailer and Equipment contained within.

5. I ACCEPT THE BURN TRAILER AND EQUIPMENT “AS IS” AND “WITH ALL FAULTS” AND ACKNOWLEDGE THAT NMPFC MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, ABOUT THE BURN EQUIPMENT OR ANY BURNS CONDUCTED, INCLUDING WITHOUT LIMITATION, (1) THE SAFETY, CONDITION, OR SUITABILITY FOR ANY PURPOSE WHATSOEVER OF THE BURN EQUIPMENT OR ANY BURNS TO BE CONDUCTED, OR (2) MY QUALIFICATIONS OR CAPABILITIES TO USE THE BURN EQUIPMENT OR CONDUCT ANY BURNS. I UNDERSTAND THAT USE OF THE BURN EQUIPMENT AND CONDUCTING ANY BURNS COULD RESULT IN INJURY TO PERSON OR PROPERTY AND ACKNOWLEDGE AND AGREE THAT I AM USING THE BURN EQUIPMENT AND CONDUCTING ANY BURNS AT MY OWN RISK.

6. I hereby assume all risk and hazards associated with the Burn Trailer and Equipment and any burns conducted, whether foreseen or unforeseen. I waive and release NMPFC and their respective officers, directors, trustees, invitees and employees (collectively, the “Released Parties”) from any and all claims, liabilities, losses, damages and expenses resulting from any injury to person or property arising out of my use of the Burn Trailer and Equipment or otherwise associated with the Burn Trailer and Equipment or any burns conducted. I further agree to indemnify, defend (with counsel approved by the Released Parties) and hold harmless the Released Parties from and against any and all claims, liabilities, losses, damages, injuries and expenses due to any reason whatsoever associated with the Burn Equipment and any burns conducted. I INTEND THAT THIS RELEASE AND INDEMNITY APPLY TO AND INCLUDE ANY INJURY, DEATH, DAMAGE OR OTHER LOSS OR LIABILITY CAUSED OR ALLEGED TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF THE RELEASED PARTIES, AND ALSO INCLUDES ALL CONSEQUENTIAL AND EXEMPLARY DAMAGES, COSTS OF COURT AND ATTORNEYS’ FEES.

7. If any provision of this Release is held to be invalid, void, or unenforceable, such provision shall be deemed stricken as if it had never been included in this Release; the remaining provisions of this Release shall in no way be affected or impaired, and such remaining provisions shall continue in full force and effect and be read to be workable to the fullest extent possible in the absence of the stricken provision. This Release shall be governed, interpreted, and construed in accordance with the laws of the State of New Mexico, without regard to the conflicts of laws provisions thereof.

8. By signing below, I acknowledge that I am at least 21 years of age that I have thoroughly read and understand this form, and that the statements that I have made in it are all true. If signing on behalf of an entity, I represent and warrant that I am duly authorized to execute this Release on behalf of and to legally bind said entity.

(Signature) Date

(Print name – indicate position if signing on behalf of entity) Driver’s License Number

(Print company name if signing on behalf of entity)

Mailing Address and Contact Information: Site for Use of Burn Equipment:

Contact Person Farm/Ranch Name _____ County, New Mexico

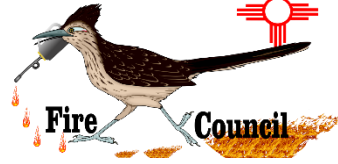
Telephone: _____

Physical Address

Facsimile: _____

Email: _____

The most volatile mixture of drip mix supported by the NMPFC is 1 gallon of gasoline to 3 gallons of diesel. Use of this mixture carries the following warning: “Caution: 1 gallon of gasoline to 3 gallons of diesel fuel produces a very volatile mixture. This mix should be used only in appropriate fuel types.”



Burn Trailer and Equipment Checkout



It is the user's responsibility to inspect all equipment prior to checkout. Please notify NMPFC of any problems or damages immediately.

Fuel for the drip torches is to be provided by the user, and must be mixed at the appropriate ratio (1 parts gasoline / 3 parts diesel). Failure to mix torch fuel at the appropriate ratio could result in explosion and/or serious bodily injury.

_____ Personal Protective Equipment

_____ Fire Shirts (?)

_____ Fire Pants (?)

_____ Fire Shelters (?)

_____ Goggles (?)

_____ Hard Hats (?)

_____ Gloves (?)

_____ Backpack Sprayers (2)

_____ Drip Torches (4)

_____ 5-Gallon Drip Torch Fuel Cans (2)

_____ Motorola Two Way Radios (4)

_____ Kestrel Weather Meter (1)

_____ Kestrel Instructions

_____ Road Hazard Signs (2)

_____ Road Hazard Sign Stands (2)

_____ Flappers (6)

_____ Shovels (4)

_____ Council Rake (4)

_____ Miscellaneous Items

_____ Storage Boxes

_____ AA Batteries

_____ Spare Tire and Jack

Comments: _____

Print Name: _____

Signature: _____ Date: _____