2018-2023
CALIFORNIA MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT
AND
STAFFORD ACT RESPONSE AGREEMENT

Between

UNITED STATES DEPARTMENT OF THE INTERIOR

BUREAU OF LAND MANAGEMENT

California and Nevada CA Agreement # BAA181001 DUNS # 13-7393070

NATIONAL PARK SERVICE

Pacific West Region Agreement # P18AC00292; DUNS # 039365775

BUREAU OF INDIAN AFFAIRS

Pacific Region Agreement # A18AC00025; DUNS # 92-6038407

UNITED STATES FISH AND WILDLIFE SERVICE

Pacific Southwest Region Agreement # FF08F03000-18X-M010; DUNS# 151157950

UNITED STATES DEPARTMENT OF AGRICULTURE

UNITED STATES FOREST SERVICE

Regions Four, Five, and Six, R5 Agreement # 18-FI-11052012-105; DUNS # 92-9332484

And

STATE OF CALIFORNIA

California Department of Forestry and Fire Protection

(CAL FIRE) Agreement # 7CA03983 and DUNS # 79-2358095

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California Master Cooperative Wildland Fire Management and Stafford Act Response Agreement

I. AUTHORITIES

By the following authorities:

- Reciprocal Fire Protection Act of May 27, 1955, (69 Stat. 66; 42 U.S.C. 1856) (Federal Agencies)
- Robert T. Stafford Disaster Relief and Emergency Assistance Act (P.L. 93-288 as amended by P.L. 100-107) (Federal Agencies)
- National Indian Forest Resources Management Act (P.L. 101-630, Title III) (Interior Agencies)
- Cooperative Forestry Assistance Act of July 1, 1978, as amended (16 U.S.C. 2101) (USFS)
- Federal Land Policy and Management Act of Oct. 21, 1976, (P.L. 94-579; 43 U.S.C. 1701) (BLM)
- NPS Organic Act (16 U.S.C.1-4); (16 U.S.C.1b (1)
- National Wildlife Refuge Administration Act of 1966 (16 U.S.C. 668dd-668ee, 80 Stat. 927, as amended) (FWS)
- National Wildlife Refuge System Improvement Act of 1997 (P.L. 105-57) (FWS)
- California Public Resources Code, Section 4125 to 4127, 4141, 4151 and 4156
- Granger-Thye Act of April 24, 1950, (16 U.S.C., Sec 572) (USFS)
- Cooperative Funds Act of June 30, 1914, (16 U.S.C. 498, as amended by P.L. 104-127) (USFS)

II. PURPOSE

The "California Cooperative Wildland Fire Management and Stafford Act Response Agreement" (CFMA) (hereinafter called the Agreement) is to document the commitment of the Agencies to this Agreement to improve efficiency by facilitating the coordination and exchange of personnel, equipment, supplies, services, information and funds among the Agencies to this Agreement. Only wildland fires and non-wildland fire emergencies or disasters that are Presidentially-declared are covered under this Agreement.

The Agencies to this Agreement are:

The California Department of Forestry and Fire Protection (CAL FIRE), hereinafter called the "State"; and

The United States Department of Agriculture Forest Service, Regions Four, Five, and Six; hereinafter called the "USFS"; and

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

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

The United States Department of the Interior, Bureau of Indian Affairs, Pacific Region, hereinafter called the “BIA”; and

The United States Department of the Interior, Bureau of Land Management, California and Nevada, hereinafter called the “BLM”; and

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

The Federal Agencies and State, signatory to this Agreement will hereinafter be referred to as the "Agencies to this Agreement."

1. Incorporation of Exhibits into Agreement

   The following exhibits are hereby incorporated into this Agreement:

   A. Principle Contacts
   B. CFMA Operating Plan Template
   C. Cost Share Agreement and Template
   D. Supplemental Project Plan
   E. Changes to Direct Protection Areas (DPA)
   F. Supplemental Agreement for Cooperative Use of Prescribed Fire
   G. Interagency Aircraft Utilization Guidelines
   H. Direct Protection Area (DPA) Fire Reporting Guide
   I. Fire Prevention and Law Enforcement
   J. CFMA Glossary
   K. Reserved

   Exhibits to this Agreement may be revised upon request of the Agencies. The latest revision of any Exhibit will be automatically incorporated into this Agreement without requiring a formal modification as defined in Agreement Provision # 60.

2. Acknowledgement of Supplements to the Agreement

   Supplements to this Agreement, Operating Plans, Supplemental Project Plans, Financial Plans, and Cost Share Agreements will further describe working relationships, financial arrangements, and joint activities not otherwise specified under the terms of this Agreement.

3. Hierarchy and Precedence for Agreements, Exhibits, Etc.

   Any inconsistencies in this Agreement and attachments thereto shall be resolved by giving precedence in the following order:

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A. This Agreement

B. Statewide AOP where it exists, i.e.: BIA/CAL FIRE Statewide AOP

C. Exhibits to this Agreement

D. Local/sub-geographic AOP

E. Supplemental Project, Financial Plans, and Cost Share Agreements

III. RECITALS (1-11)

1. Lands for which the State and Federal Agencies are responsible for wildland fire protection are intermingled and/or adjacent in some areas, and wildland fires on these lands may present a threat to the lands of the other.
2. It is to the mutual advantage of the Agencies to this Agreement to coordinate efforts in the investigation, prevention, detection and response to wildland fire, and projects related to fuels management including prescribed fire in and adjacent to their areas of responsibility. This improves efficiency and effectiveness and limits duplication.
3. The State and the Federal Agencies will cooperate to the extent possible to achieve wildland fire objectives of common interest and concern.
4. The Agencies to this Agreement maintain wildland fire protection and wildland fire management organizations.
5. "State Responsibility Area" (SRA), sometimes called State and Private lands, are areas for which the State is responsible for wildland fire protection under California Public Resources Code Sections 4125 and 4127.
6. "Federal Responsibility Area" (FRA) are areas for which the Federal Agencies are responsible for wildland fire protection under various federal laws.
7. "Local Responsibility Areas" (LRA) are lands for which a local government agency is responsible for all fire protection. These lands are not part of this Agreement.
8. "Direct Protection Areas" (DPAs) are intermingled and adjacent lands delineated by boundaries regardless of jurisdictional agency. Wildland fire protection responsibility in these areas is negotiated, created and agreed to by the administrative units of either the Federal Agencies or the State. DPA does not equate a delegation of authority. Specific information about DPA and delegation of authority are addressed in the Annual Operating Plan (AOP). For areas not identified in a specific DPA, protection of those lands reverts to the land owner. If agencies to this agreement incur expenses for suppression of fires in these areas, the land owner may be responsible for costs incurred. AOPs may address several options to DPA responsibilities as described in Exhibit B, Attachment 1, to meet agency direction within a sub-geographic boundary.

   Every acre in California requires a responsible authority within the statewide DPA designation, including the designation of responsibility areas for entities not part of this Agreement.
9. It is the intent of the Agencies to this Agreement that Federal resources be available to assist in wildland fire activities in SRA and State resources be available to assist in wildland fire activities in the FRA.
10. The Agencies to this Agreement acknowledge that differences exist between agency missions and

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policies. The protecting agency will represent the jurisdictional agency's interests in wildland fire management activities consistent with State and Federal authority and policy. Wildland fire protection and structure defense will be provided pursuant to the terms of this Agreement. Fiscal accountability relates in many cases to agency mission and laws. To establish a common understanding, words and phrases as used herein are defined in the Glossary of Wildland Fire Terminology on the National Wildfire Coordinating Group web page (http://www.nwcg.gov) (under Tool Box, choose Glossary) or by direct link at https://www.nwcg.gov/glossary-of-wildland-fire-terminology, and in Exhibit K, CFMA Glossary.

11. Under the authorities of the Stafford Act, it is to the mutual advantage of the Agencies to this Agreement to coordinate efforts for non-wildland fire emergencies to improve efficiency and effectiveness and limit duplication; only non-wildland fire emergencies that are presidentially declared are included under the Stafford authority. Other non-wildland fire emergencies are not part of this Agreement.

In consideration of the mutual commitments and conditions herein made, it is agreed as follows:

IV. INTERAGENCY COOPERATION

12. California Wildland Fire Coordinating Group (CWCG)

    This group shall provide coordination and recommendations for all interagency wildland fire management activities in California. At a minimum, the group will consist of one representative from each State and Federal Agency signatory to this Agreement as designated by Agency Administrators.

    Membership, procedures, and guidelines will be agreed to and documented in the CWCG Charter. CWCG may charter interagency technical committees to study areas of concern.

13. National Incident Management System

    Agencies to this Agreement will be expected to follow the National Wildfire Coordinating Group's (NWCG) National Incident Management System (NIMS) minimum standards as defined in the Wildland Fire Qualifications Systems Guide (PMS-310). These NWCG minimum standards are Department of Homeland Security (DHS) NIMS compliant. The NIMS concepts that will be followed include: Incident Command System (ICS), qualifications system, training system, the management of publications, and participating in the review, exchange, and transfer of technology as appropriate for providing qualified resources, and for the management of incidents covered by this Agreement.

14. Operational Plans

    Operating Plans will be developed and/or reviewed annually at the Geographic, State, or sub-geographic area level and will tier to this Agreement. The annual operating plan (AOP) addresses specific situations for cooperating agencies and is to be reviewed at a minimum, annually (see Exhibit B, CFMA Annual Operating Plan Template). The following operating plans are listed in descending order of precedence:

    A. Statewide Operating Plans

    Statewide Operating Plans will address issues affecting statewide cooperation. The Statewide Operating Plans will be approved by the signatory State and Federal CWCG members. The Statewide Interagency Mobilization Guide and the Operating Plan for Cooperative Incident Billing Procedures are considered Statewide Operating Plans.

    B. California's Geographic Area Operating Plans (if applicable)

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Northern and Southern California Geographic Area Operating Plans will address issues affecting Geographic Area-wide cooperation. The Geographic Area Operating Plan will be approved by the signatory State and Federal CWCG member agencies. The California Interagency Mobilization Guide will be identified and considered as part of the Geographic Area Operating Plan.

C. Local/Sub Geographic Annual Operating Plans

Unit Administrators are responsible for determining reciprocal assistance and acquisition of wildland fire protection services. Local/Sub Geographic Annual Operating Plans (AOPs) will be developed to document these decisions and outline the details of this Agreement for the local and/or sub geographic areas.

Following the template provided as Exhibit B, such plans will describe the personnel, equipment, and administrative support necessary to provide acceptable levels of wildland fire response capabilities to meet agency objectives. Plans should be reviewed and agreement reached concerning such items as placement of crews, engines, air tankers, helicopters, fixed and aerial detection, regulated use, closures, and other joint wildland fire responses.

Local/Sub Geographic Annual Operating Plans (AOPs) will be reviewed, updated, and signed annually, and will be posted by May 15 to a centralized location.

D. Supplemental Project Plans

Supplemental project plans are developed for specific non-suppression, wildland fire-related projects. Documentation will include the objectives, specific authorizing law, role of each agency, and each agency's share of cost. See Exhibit D, Supplemental Project Plan.

15. Interagency Annual Meetings

Meetings with representatives from each signatory agency are recommended annually. Zones and local units are encouraged to meet as necessary to ensure the provisions of this Agreement are being met. These meetings are intended to be opportunities for management to discuss issues and share information needed for the efficient cooperation between the agencies.

16. Northern and Southern California Coordination Centers (GACCs)

The GACCs act as focal points for internal and external requests not filled at the local level. The Agencies to this Agreement recognize the Northern and Southern California Coordination Centers in Redding and Riverside, respectively, as the Geographic Area Coordination Centers (GACCs) for the California Geographic Area. The Agencies to this Agreement will coordinate wildland fire management activities and resource movements through the Geographic Area Coordination Centers as appropriate. Agencies to this Agreement are not precluded from independent movement of their own agency resources.

17. Interagency Command Centers

The Agencies to this Agreement agree to maintain, support, and participate in Interagency Command Centers.

Staffing, funding, and level of participation will be agreed to by the affected Agencies to this Agreement and documented in annual operating plans (AOPs) and/or appropriate mobilization guides. Day to day dispatching services by the supporting agency will be at no cost to the protecting agency. If additional dispatching services are requested through a resource order, those services will be Assistance by Hire.

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18. Multi-Agency Coordination System (MACS)

MACS is a component of the National Incident Management System (NIMS), as well as the California Standardized Emergency Management System (SEMS). It is essential to integrating and coordinating multi-agency emergency response and management. A MAC Group typically consists of Agency Administrators or their designees who are authorized to commit agency resources and funds. Their function is to strategically support incident management through coordinating their collective resources, sharing incident information, and implementing and coordinating policy to prevent and/or combat a growing emergency(s).

A. Geographic Area MAC Groups are established to ensure:

- Scarce or limited resources are allocated efficiently and effectively.
- Participating agencies that provide resources do not impair their ability to carry out their own mission.
- Timely and accurate incident intelligence and information is made available to the public.
- Decisions are documented and tracked so that proper financial management can occur and financial responsibility is determined.
- Contingency plans and trigger points for implementation are developed.

The operation guides for the Northern California Geographic MACS Group, (NorCal MAC) and Southern California Geographic MAC Group, (SoCal MAC) are approved by signatory agencies.

B. California Multi-Agency Coordination (CALMAC)

During periods of significant statewide emergency activity that require high levels of emergency resource commitment, it may become necessary to activate a statewide MAC, herein referred to as CALMAC. The purpose of CALMAC is to prioritize incidents and manage resource allocation on a statewide basis. CALMAC may be activated when a Geographic Area exceeds its ability to meet resource needs and must rely on resource commitments from other Geographic Areas. When this occurs for extended periods, it can adversely impact statewide response capability. During periods of statewide resource drawdown, even though only one Geographic Area may be experiencing multiple incidents, it may be necessary to activate CALMAC to manage resource allocation on a statewide basis. When this level of resource commitment and utilization occurs, it requires close coordination to assure that:

- Scarce or limited resources are allocated effectively and efficiently.
- Participating agencies providing resources also maintain their ability to carry out their missions.
- Timely and accurate incident intelligence and information are available for statewide planning, media communication and public service.
- Decisions are documented and tracked so proper financial management occurs and financial responsibility is determined.
- Development of statewide strategies and contingency plans are shared with Geographic

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MACs for coordinated implementation.

V. PREPAREDNESS

19. Definition of Responsibilities

The Agencies to this Agreement shall be distinguished as follows:

A. Jurisdictional Agency

The agency having overall land and resource management and/or wildland fire protection responsibility for a specific geographical or functional area as provided by federal or state law. Under no circumstances will a jurisdictional agency abdicate legal responsibilities as provided by federal or state law.

B. Protecting Agency

The agency responsible for providing wildland fire protection, incident management and other activities to a given area pursuant to its jurisdictional responsibility or agreed upon protection responsibility as specified by federal or state law, contract or agreement.

C. Supporting Agency

An agency providing wildland fire response or other support or resource assistance to a protecting agency.

20. Protection Planning

Annually, before May 15, Unit Administrators will review and update as necessary local/sub geographic area Annual Operating Plans. Plans will be updated in accordance with Provision 15 and Exhibit B, CFMA Operating Plan Template.

21. Protection Areas, Boundaries and Responsibilities

Protection areas, as defined by boundaries, will be mapped and or described and made a part of annual operating plans (AOPs). The Federal Agencies and the State have agreed upon the DPAs in which each assumes the responsibility of maintaining protection systems. Said maps show the established DPAs and are kept current on an annual basis in accordance with Exhibit E, Changes to Direct Protection Area (DPA).

A. Direct Protection Area Boundaries

Agencies to this Agreement have exchanged wildland fire protection responsibility for lands under their jurisdiction (described in Recital 8). DPA boundaries will be established by mutual consent. Firefighter safety, existing protection organization and facilities, response time, land ownership patterns, values to be protected and pertinent statutes and regulations will be considered when determining or changing the location of DPA boundaries. The closest resource concept, administrative efficiency, and effectiveness should be guiding factors in DPA decisions. DPA boundaries will be delineated on a GIS data layer and posted to a centralized location.

The DPA boundaries will be reevaluated during preparation of each Annual Operating Plan

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(AOP) and during each field review. When the need to change a DPA boundary is identified, the affected local unit will recommend such a change for review and approval by the affected Agencies. Exhibit E delineates the process for documenting, approving and recording changes to DPA.

In the AOP methods for other options for initial attack will be agreed upon and will be described per Exhibit B, Attachment 1.

When changes in the fire protection organization (i.e., a permanent or long-term relocation of personnel and equipment) which will directly affect the protection level assigned to lands protected by one agency for another are anticipated, the affected agencies will be notified.

Any response to a projected reduction of resources having statewide or regional impact will be coordinated by the Agency Administrators to mitigate impacts.

A jurisdictional agency may decide to resume protection responsibility for lands on which it previously transferred protection responsibility to a different agency. The jurisdictional agency shall notify the protecting agency in writing (30-day notification). There is no required approval process.

B. Protection of State and Federal Responsibility Areas (SRA and FRA)

Recognizing that the protecting agency will represent the jurisdictional agency's interests in wildland fire protection consistent with State and Federal authority, Agencies to this Agreement will review protection responsibility in SRA and FRA within the DPA boundaries as part of the annual operating plan (AOP) development, review and update processes. AOPs need to address wildland fire protection and structure defense consistent with what is provided by this Agreement.

C. Structure Fire Suppression and Structure Defense within State and Federal DPA

1. Structural fire suppression – Structural fire suppression is not the primary mission of the agencies signatory to this agreement, instances where it may occur are clearly represented in each annual operating plan (AOP). The USFS will not usurp individual, State or local responsibility and engage in structure fire suppression.
2. Structure defense – The primary responsibility of the Agencies to this Agreement in structure defense is to suppress wildland fire before it reaches structures. This involves the use of standard wildland firefighting tactics and control methods.

D. Wildland Fire Protection Fiscal Responsibilities

All costs incurred to meet the wildland fire protection responsibility within each agency's DPA will be the responsibility of that protecting agency. This fiscal responsibility includes special management considerations as identified in annual operating plans (AOPs).

E. Lands outside SRA and FRA

Lands outside SRA and FRA are called Local Responsibility Areas (LRA). Wildland fire protection responsibility for these lands is not part of this Agreement. Although situations can exist where LRA is threatened or burned by wildland fire on SRA or FRA, the Agencies to this Agreement are not jurisdictionally or financially responsible for wildland or other fire protection on these lands.

The Agencies to this Agreement recognize that cost share agreements may contain cost shares assigned to local government agencies that are charged with protection of LRA.

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22. Methods of Fire Protection and Suppression

Agencies to this Agreement have exchanged responsibility for the wildland fire protection for lands under their jurisdiction. The following are different methods used to provide services under this exchange:

A. Reciprocal Fire Protection (Mutual Aid)

For the purposes of this section, Mutual Aid is that automatic initial attack response by wildland fire resources and specified in Annual Operating Plans (AOP) for specific pre-planned initial attack response areas. The Area Operating Plan will identify those areas and initial attack resources that will be provided at no cost to the protecting agency as "Mutual Aid". Mutual Aid will be limited to 24 hours from the time of initial dispatch. Mutual Aid resources should be released when fire threats have been mitigated. Resources needed beyond the 24-hour mutual aid period will be approved by the supporting agency and will be compensated as "Assistance by Hire" from the original time of dispatch.

Aircraft (fixed and rotary-winged, including pilot(s)) shall always be Assistance by Hire.

B. Reimbursable Cooperative Fire Protection (Assistance by Hire)

Assistance by Hire is the provision of wildland fire resources, by one agency to another, on a full reimbursement basis. All requests to hire fire protection assistance must be clear and precise and shall be processed and recorded through the dispatching systems of the participating agencies.

Requests not processed in this manner will not be reimbursed. Personnel, equipment, supplies, or services provided by a supporting agency and essential to filling the resource order, which are necessary and reasonable, shall be considered as reimbursable as Assistance by Hire. The State may provide out-of-state assistance to the Federal Agencies when requested. Such assistance will be Assistance by Hire unless otherwise specified as Mutual Aid in Annual Operating Plans (AOPs) pursuant to this Agreement.

Except for Mutual Aid, all requests for wildland fire response assistance in an agency's DPA shall be Assistance by Hire. Any other resources provided by a supporting agency and not specifically ordered by the protecting agency, shall be considered a voluntary contribution. The Operating Plan for Cooperative Incident Billing Procedures provides direction for reimbursable billings and payments.

C. Contract (Fee Basis) Fire Protection

For an agreed upon fee, one agency may assume wildland fire protection responsibilities on lands under the jurisdiction of another agency. The terms and conditions of such arrangements must be included in AOPs.

23. Joint Projects and Project Plans

The Agencies to this Agreement may jointly conduct cooperative projects, within their authority and as authorized by law, to maintain or improve their fire management services and activities. These projects may involve such activities as prescribed fire/fuels management, pre-suppression, fire analysis/planning, rehabilitation, training, prevention, investigation, community wildfire protection plans, public affairs, and other beneficial efforts. Such projects will be documented in local operating plans, AOPs, or other documents, referencing the appropriate authority. Documentation will include the objectives, role of each agency, and each agency's share of costs.

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Project plans may be executed by Unit Administrators of Agencies to this Agreement and billed according to Exhibit D, Supplemental Project Plan or Exhibit F, Supplemental Agreement for Cooperative Use of Prescribed Fire.

24. Fire Prevention

The Agencies to this Agreement agree to cooperate in the development and implementation of fire investigation and prevention and fire safe planning programs. Unit Administrators will assure that fire investigation and prevention goals and activities are planned at local levels and are addressed in annual operating plans (see Exhibit B, CFMA Operating Plan Template). Fire investigation and prevention actions conducted by the protecting agency in its DPA on lands of the other agencies will be consistent with the protecting agency's general fire prevention activities and the terms of this Agreement (see Exhibit I). Specific fire investigation and prevention plans should be developed by local interagency fire management personnel. The Agencies to this Agreement may pool resources and share costs.

Unit Administrators are encouraged to participate in local fire prevention cooperatives, organizations, or groups, where applicable. See Exhibit I, Fire Prevention and Law Enforcement.

25. Public Use Restrictions

Implementation of restrictions and closures shall be coordinated with all appropriate agencies.

26. Burn Permits

Burn permit procedures, where applicable, will be included in local annual operating plans. If authorized by state and federal law, federal employees or their agents may be granted authority by the State to issue burn permits when it is determined to be in their mutual interest. See Exhibit I.

27. Prescribed Fire and Fuels Management

The Agencies to this Agreement agree to cooperate in the development and implementation of fuels management programs, including the use of prescribed fire, whose primary intent is to reduce fire hazard through the use of supplemental project plans. Specifics for the cooperative use of and preparation for prescribed fire will be coordinated and documented as described in Exhibit F.

28. Smoke Management

Within their authorities, the Agencies to this Agreement agree to cooperate and coordinate on issues of smoke management from prescribed fires and wildland fires. All agencies agree to participate in a daily conference call hosted by the California Fire Weather Predictive Services Units to coordinate and communicate on smoke dispersion, marginal burn days, and air quality related issues.

29. Community Wildfire Protection Planning

Agencies are encouraged to work collaboratively with communities and neighborhoods when developing Community Wildfire Protection Plans (CWPPs) that are within the agencies' DPA and jurisdiction.

Whenever possible, *California's Forest and Rangelands: 2010 Assessment, Strategic Fire Plan* or other geographic information system based analysis process should be used to plan fuels treatments that will provide the greatest and most immediate protection with available resources.

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VI. OPERATIONS

30. Protection Priorities

The Agencies to this Agreement agree that they mutually share responsibility for wildland fire management within their respective DPAs pursuant to terms of this Agreement. Further, each agency agrees that incident management objectives will provide for:

A. Firefighter safety

B. Threat to human life

C. Threat to property (e.g., structures, improvements, and communities) and natural/cultural resources.

31. Closest Forces Concept

The Agencies to this Agreement agree to adopt the "Closest Forces Concept" for initial attack as identified in the sub-geographic Annual Operating Plans (AOP). The closest available appropriate resources, regardless of jurisdictional responsibility, shall be utilized. The emphasis to get the closest appropriate resources to respond to initial attack fires is in the best interest of all agencies. This concept should be used for planning without regard to Direct Protection responsibility. Use of closest forces will also be applied to ongoing incidents whenever there is a critical and immediate need for the protection of life and property. Beyond initial attack, the closest forces concept is modified and the protecting agency will use the most appropriate resources.

Aircraft (fixed and rotary-winged, including pilots(s)) shall always be Assistance by Hire.

32. Move-up and Cover

"Move-up and Cover" resources can be either Mutual Aid or Assistance by Hire as specified in the Annual Operating Plan (AOP). The AOP will cover all agency specifics regarding move up and cover resources. Move up and cover resources provided by the Federal Agencies are limited to wildland fire response, where vegetation is the primary fuel. Federal Agencies will not supplant local government responsibilities, or routinely serve as the primary emergency response to non-wildland fire emergencies (for example, medical aids, HAZMAT, automobile accidents, water rescue, and so forth). The protecting agency may provide vehicle fuel, minor maintenance, and lodging at no cost to the supporting agency. Resources on Mutual Aid Move-up and Cover will remain Mutual Aid until released or they exceed 24 hours.

33. Fire Notifications

Each agency will immediately notify the appropriate protecting agency of wildland fires burning on or threatening lands for which that agency has protection responsibility once the location of the fire is verified. Protecting agencies will immediately inform jurisdictional agencies whenever they take action on fires for which the protecting agency is responsible once the location of the fire is verified.

All agencies agree to report DPA fires on other agencies' jurisdictions in their established fire reporting databases (see Exhibit H, Fire Reporting Guide). Fire reports shall be completed within 30 days after a fire is declared controlled. Agencies agree to share the database information biannually and in a format agreed to by each agency database specialist.

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34. Unified Ordering

    Parties to this Agreement agree to establish unified ordering as described in the California Interagency Mobilization Guide.

35. Boundary Line Fires

    Wildland fire burning on, or directly adjacent to, the DPA Boundary will be the initial attack responsibility of the protecting agencies on either side of the boundary. Agencies should not assume the other agency is aware of the fire or will take action. Each agency will make every reasonable effort to communicate with the other concerning the fire. Each agency will bear the cost of its initial attack forces ordered and sent to a boundary fire. Address the potential for non-full suppression activities in the annual operating plan (AOP).

    A unified command organization will be implemented on all boundary line fires. While in unified command, the Agency Administrators and/or Incident Commanders of the involved agencies shall mutually agree upon fire objectives, strategies, commitment of agency resources and establishment of the Unified Ordering Point (UOP).

    If it is determined that the fire is confined to the DPA of the State or the Federal Agencies, the protecting agency will designate an Incident Commander. If necessary, the protecting agency may request the supporting agency to assume command of the fire.

36. Threat and Risk

    When a fire is perceived to threaten or threatens the jurisdiction of another agency, the nature of the threat and risk should be discussed between the affected parties. Following discussion, a course of action to deal with the threat and risk should be determined and mutually agreed upon. These actions can be considered in determining the share of cost. Activities taken outside of a mutually agreed upon course of action to deal with threat and risk may be deemed independent action.

37. Independent Action

    Any participating agency may, upon its own initiative, at its own expense and with appropriate notification and coordination, attack wildland fires on lands that are under the direct protection of another agency. Parties to this Agreement shall not perform any fire suppression action that is contrary to limitations found in the appropriate Annual Operating Plan. The protecting agency may assume command of all wildland fire response actions when a qualified Incident Commander of that agency arrives at the fire.

38. Wildland Fire Decision Support System (WFDSS)

    WFDSS provides situational assessment, unit level strategic objectives and management requirements, fire behavior and growth analysis, and economic assessment. WFDSS will be used for decision support documentation on all fires that include federal ownership and that escape initial attack or exceed initial response. These incidents will have a published decision within WFDSS. A published decision establishes a course of action and rationale for incidents with varying duration, spread potential, cost, relative risk or other considerations.

39. Delegation of Authority

    The Annual Operating Plan (AOP) will document procedures and criteria for Agency Administrators to specify direction, authority, and financial management guidelines to Incident Commanders. The jurisdictional Agency Administrator or their Representative or will determine the level of authority delegated to the protecting agency.

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40. Preservation of Evidence

The protecting agency is responsible to preserve information and evidence pertaining to the origin and cause of the fire. As initial action is taken on a fire, all parties will take action to protect and preserve the fire origin area and evidence pertaining to the fire cause and any costs. See Exhibit I, Fire Prevention and Law Enforcement.

41. Stafford Act Response

For Stafford Act responses, mission-assigned Emergency Support Function (ESF) primary agencies may authorize support agencies, as appropriate and consistent within their own authorities and responsibilities, to accomplish the required tasks. If a primary agency determines that the services of a support agency are needed, the primary agency will provide the support agency with written instructions and funding limitations. Mobilization activities will be accomplished utilizing established dispatch coordination procedures per the current National Interagency Mobilization Guide.

VII. USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES

42. Appropriated Fund Limitation

Nothing herein shall be considered as obligating the Agencies to this Agreement to expend funds.

43. Duration of Assignments

Agencies to this Agreement agree that the duration of assignments are dictated by each agency's policy.

44. Sharing of Costs

A. Wildland Fire Cost Share Agreement

A cost share agreement will be prepared when there is:

1. a multi-jurisdictional incident with single or unified command and a decision has been made to share resources among jurisdictional agencies, or
2. an incident which threatens or burns across DPAs of the State and Federal Agencies and the Mutual Aid period has been exceeded.

The State and the Federal Agencies have agreed upon methods for determining cost share procedures. The State and Federal Agencies agree to jointly share the cost of incident support and coordination operations. These methods are described in Exhibit C, Cost Share Agreement and Template.

B. Structure Defense Cost Sharing in the Wildland Urban Interface

For wildland fires on lands managed by the agencies signatory to this agreement, the protecting agency with financial responsibility will assume the costs of the actions it takes to keep wildland fire from advancing on or threatening structures. For wildland fires in or threatening local jurisdictions that border or overlay State or Federal DPA, local agencies are responsible for their own agency's costs for defending structures within their jurisdiction.

The State or Federal Agencies are not financially responsible in situations when the responsible fire protection agencies order additional resources and/or actions beyond the level approved by the incident command structure. If a local agency needs to augment resources for

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structure defense, negotiation with the State or Federal Agency having DPA or fiscal responsibility will occur prior to a determination to share or reciprocate the costs of the agreed upon augmentation (as determined and negotiated by the Unified Incident Commanders, in consultation with Agency Representatives and Agency Administrators).

C. Local Government Agency Involvement in Cost Sharing

The State and Federal Agencies recognize that cost share agreements may contain cost shares assigned to local government agencies that are charged with the protection of LRA including structure defense. For wildland fires on lands managed by the agencies signatory to this agreement, the agency with financial responsibility will assume the costs of the actions it takes to keep wildland fire from advancing on or threatening structures. For wildland fires in or threatening local jurisdictions that border or overlay State or Federal DPA, local agencies are responsible for their own agency's costs for defending structures within their jurisdiction.

When a local agency needs to augment resources for structure defense, as determined and negotiated by the Unified Incident Commanders, in consultation with Agency Representative and Agency Administrators, the State or Federal Agency having DPA or fiscal responsibility may negotiate to share or reciprocate the cost of the agreed upon augmentation. The State or Federal Agencies are not financially responsible in situations when the responsible fire protection agencies order additional resources and/or actions beyond the level approved by the incident command structure.

45. Procurement

Procurement costs incurred by one agency in support of another agency, which are reasonable and prudent, may be charged back to the protecting agency. Whenever a State or Federal Agency is managing an incident (including an incident within another agency's DPA) those agencies must comply with the procurement regulations of their respective agencies. In such situations, the protecting agency should provide appropriate staff to represent that agency's fiscal concerns and procurement and contracting requirements.

46. Facilities, Equipment and Support

Under the terms of this Agreement, the State and the Federal Agencies may procure, loan, lease, share or exchange facilities, equipment and support services. Any operational costs required for such use may be shared and reimbursable as documented in a Facility and/or Annual Operating Plan.

47. Obtaining and Replacing Fire Supplies

The State or Federal Agencies may procure fire equipment and supplies from each other for fire suppression or fire replacement. Orders for fire equipment will be processed through established channels and with approved documentation. Replacement of agency-owned expendable tools and supplies lost, damaged, or expended by the supporting agency may be reimbursed.

48. California National Interagency Caches

The State agrees to comply with established National Fire Cache procedures as outlined in the California Interagency Mobilization Guide, the NWCG NFES Catalog, Part I, and the procedures identified by the Northern and Southern California Cache Managers.

49. Training

The Agencies to this Agreement will cooperate to assure that training needs are provided that will

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produce safe and effective fire management and aviation programs. The intent is to champion high quality training, to minimize training costs by sharing resources, and to standardize training. Any payment will be made in accordance with existing policy and regulations.

50. Communication Systems

The State and Federal Agencies may mutually agree to share components of their communications and information management systems such as radio frequencies, computer networks, automated dispatching and resource ordering systems, data transmission lines and communications sites.

Annual Operating Plans detail restrictions or special requirements of this sharing.

The Agencies agree to work cooperatively in the further development, deployment, and utilization of such systems and facilities.

51. Fire Weather Systems

The Agencies to this Agreement will cooperate in the gathering, processing, and use of fire weather data, including the purchase of compatible weather sensing platforms and when feasible, making joint use of computer software. Agencies are in agreement that all weather stations used for National Fire Danger Rating System (NFDRS) purposes will be subject to the Standards contained in publication PMS 426-3, *NWCG NFDRS Weather Station Standards*, https://www.nwcg.gov/sites/default/files/products/pms426-3.pdf. State and Federal Agencies will, through the appropriate venue (currently FIRESCOPE's Predictive Services Specialist's Group), strive to jointly evaluate any proposed new California weather station locations, in order to prevent unnecessary redundancy. NFDRS is the common and agreed upon fire danger rating system.

52. Federal Agencies Weather Data Processing System

The State and Federal Agencies agree to collaborate in providing fire weather services. The State will be permitted use of the Federal Agencies' Weather Information Management System (WIMS). When the State uses WIMS, the identifying account numbers assigned by the Federal Agencies to the State will be used.

53. Aviation Operations

Interagency use and billing for aircraft will be in accordance with procedures mutually established by the Agencies. Interagency aircraft use guidelines are attached as Exhibit F, Interagency Aircraft Utilization Guidelines. The State and Federal Agencies agree to bill each other in accordance with the Operating Plan for Cooperative Incident Billing Procedures.

54. Billing Procedures

For any incidents or other actions where costs are incurred pursuant to the terms of this Agreement, the Agencies will comply with the processes and procedures established in the Operating Plan for Cooperative Incident Billing Procedures.

55. Accounting for Assistance by Hire Costs

The State and the Federal Agencies will document all expenditures incurred for providing Assistance by Hire services under the terms of this Agreement. Expenditures include both direct costs and indirect or administrative costs. The administrative charge, used for all Assistance by Hire billings, will be applied to all direct costs.

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56. Cost Recovery

Each agency will notify the others when there is potential or intent for cost recovery on a fire occurring on lands under its jurisdiction in accordance with Exhibit I, Fire Prevention and Law Enforcement. Refer to the Operating Plan for Cooperative Incident Billing Procedures for information on cost share settlements involving civil cost recovery or court-ordered restitution.

57. Stafford Act

The use and reimbursement for resources when responding under the Stafford Act, shall be governed by the provisions contained in the Operating Plan for Cooperative Incident Billing Procedures.

VIII. GENERAL PROVISIONS

58. Accident Investigations and Reviews

Whenever an accident occurs involving the equipment or personnel of a supporting agency, the protecting agency shall immediately notify the supporting agency. All agencies have reporting requirements for accidents and injuries that occur on lands under their responsibility, the protecting agency shall also immediately notify the jurisdictional agency of any serious accidents, injuries, and entrapments occurring on incidents involving these lands. The protecting agency shall determine the appropriate level of review or investigation of the accident. The protecting agency shall share accident information with jurisdictional agencies, within the capabilities of the protecting agency's policies, as information becomes available. Investigation or review costs for personnel will be agency-specific and will be borne by the sending agency. Other accident or incident investigation or review costs are the fiscal responsibility of the agency (s) that has jurisdiction and/or investigative or review responsibility.

59. Waiver

Parties to the Agreement shall each be responsible for their own losses arising out of the performance of this Agreement, and each Party 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 waiver does not extend to ordinary expenses incurred as part of the cost of the fire (gloves, fusees, hose, etc.). This provision pertains to claims between the respective State and Federal Agencies 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 agency and forwarded to the hiring, or home agency of the allegedly negligent employee for processing.

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

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60. Modifications

Modifications within the scope of this Agreement shall be made by mutual consent of the Agencies, by the issuance of a written modification, signed and dated by all agencies, prior to any changes being performed. No agency is obligated to fund any changes not properly approved in advance. Exhibits are not subject to this provision.

61. Annual Review

If necessary, representatives of the State and Federal Agencies will meet and review matters of mutual concern related to this Agreement prior to March 1.

Annual Operating Plans (AOPs) will be reviewed annually and revisions will be completed and posted to a central location by May 15 (see Exhibit B, CFMA Operating Plan (AOP) Template).

62. Examination and Audit

Federal Agencies and the State shall be subject to examination and audit for three years after final payment under the terms of this Agreement. Examination and audit shall be confined to those matters connected with the performance of this Agreement including, but not limited to, the cost of administration.

63. Post-Incident Action Analysis

To benefit from lessons learned on fire incidents falling under the terms of this Agreement, the State and Federal Agencies may from time to time conduct a post-incident action analysis. In all cases, these critiques or reviews will be conducted jointly by the State and the affected signatory Federal Agency or Agencies and will follow discussions between the Incident Commander and the appropriate Line Officer.

64. Duration of Agreement

The term of this Agreement shall commence on the date the last agency signs below and shall expire on March 30, 2023 or no later than five years from the commencement date. Any agency shall have the right to terminate their participation under this Agreement by providing one-year advance written notice to the State and other Agencies to this Agreement.

65. Previous Agreements Superseded

This Agreement supersedes the following: “California Cooperative Master Cooperative Wildland Fire Management and Stafford Act and Response Agreement” signed and entered into March 21, 2013. Existing agreements and operating plans remain in effect to the extent that they do not conflict with the provisions of this Agreement, but only until such time that all activities and conditions covered by those agreements can be incorporated into operating plans provided for under this Agreement.

66. Officials Not to Benefit

No member of, or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this Agreement or to any benefit to arise there from, unless it is made with a corporation for its general benefit.

67. Nondiscrimination

The State and Federal Agencies shall comply with all federal and state statutes relating to nondiscrimination. These include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42

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U.S.C. 2000d through 2000-6); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) which prohibits discrimination on the basis of disabilities and provides for reasonable accommodation in hiring of persons with disabilities; (d) the Older American Act of 1965 as amended (42 U.S.C. 3056 and 6101 et seq.); and (e) USDA 9 AR, Title VI Implementation Regulations; California Government Code Section 12990 (a-f) et seq., as set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, which prohibits discrimination or harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave.

68. Authorized Representatives

By signature below, all Signatories to this Agreement certify that the individuals (Agency Representative, Agency Administrator, Unit Administrator, Contracting Officer) listed in this document are authorized to act in their respective areas for matters related to this Agreement.

2018-2023 CFMA

IN WITNESS WHEREOF, the Agencies hereto have executed this Cooperative Wildland Fire Management Agreement as of the last date written below:

Director

State of California

Department of Forestry and Fire Protection (CAL FIRE)

By: Ken Pimlott

Date: 3/19/2018

Regional Director
USDI Bureau of Indian Affairs
Pacific Regional Office

By: Amy L Lutschk

Date: 3/22/2018

Contracting Officer
USDI Bureau of Indian Affairs
Pacific Regional Office

By: S Barbara

Date: 3/22/18

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Regional Director
USDI Fish and Wildlife Service
Pacific Southwest Region

By: Acting

Date: 3/20/18

Contracting Officer
USDI Fish and Wildlife Service
Pacific Southwest Region

By: FRANKLIN LEE

Digitally signed by FRANKLIN LEE
Date: 2018.03.19 09:30:22 -07'00'

Date:

State Director
USDI Bureau of Land Management Management
California State Office

By:

Date: March 14, 2018.

Contracting Officer
USDI Bureau of Land

California State Office

By:

Date: 3/14/2018

State Director
USDI Bureau of Land Management Management
Nevada State Office

By:

Date: 27 March 2018

Contracting Officer
USDI Bureau of Land

Nevada State Office

David W. Appold

By: DAVID APPOLD Digitally signed by DAVID APPOLD Date: 2018.03.19 13:19:21 -07'00'

Date: 3/19/2018

Regional Forester
USDA Forest Service
Pacific Southwest Region

By:

Date: 3/16/18

Grants Management Specialist
USDA Forest Service
Pacific Southwest Region

Constance Zipperer

By: Constance Zipp

Date: 13 March 2018

Special Agent in Charge
Law Enforcement and Investigations
USDA Forest Service

DON HOANG

By:

Date: 3-14-2018

Regional Forester USDA Forest Service Pacific Northwest Region	~~Contracting Officer~~ ~~USDA Forest Service~~ ~~Pacific Northwest Region~~
By: x James M Pena	By:
Date: x 3/23/18	Date:

GA certification completed by R5 GA ad 3/20/18

for Regional Forester	Contracting Officer
USDA Forest Service	USDA Forest Service
Intermountain Region	Intermountain Region
By: David Rosenbrance	By:
Date: 3/20/2018	Date:

EXHIBIT A

Principal Contacts

Principal Project Contacts: The principal project contacts for this instrument are as follows. These points of contact will review this Agreement at least annually.

Bureau of Indian Affairs
Branch of Fire Management
2800 Cottage Way
Sacramento, CA 95825
Phone: (916) 978-6000
FAX: (916) 978-6081

Fish and Wildlife Service
Branch of Fire Management
2800 Cottage Way, Room W2606
Sacramento, CA 95825
Phone: (916) 414-6464
FAX: (916) 414-6486

Bureau of Land Management
Branch of Fire and Aviation Management
2800 Cottage Way
Sacramento, CA 95825
Phone: (916) 978-4430
FAX: (916) 978-4438

National Park Service
Fire Management
333 Bush Street Suite 500
San Francisco, CA 94104
Phone: (415) 623-2210
FAX: (415) 623-2383

California Department of Forestry
And Fire Protection (CAL FIRE)
Cooperative Fire Protection Programs
State and Federal Agreements
1416 9th Street
Sacramento, CA 95814
Phone: (916) 653-8362
FAX: (916) 653-9708

USDA Forest Service
Fire and Aviation Management
1323 Club Drive
Vallejo, CA 94592 1416
Phone: (707) 562-8794
FAX: (707) 562-9048

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CALIFORNIA MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT

EXHIBIT B
CFMA Operating Plan (AOP) Template

The Operating Plan is a key piece of the CFMA. Include all specific items that may impact operations and relationships at the field unit level. Consider the following:

- Identification of agency administrators and those responsible for decision-making before, during, and after incidents
- Delegation of authority for all agencies owning/administering lands affected by wildland fire
- Expectations for WFDSS decision making, who is included in the WFDSS process
- DPA – expectations for border/boundary fires
- Expectations for sharing information on resource availability and use, including how the units will utilize the closest forces concept
- Move up and cover expectations, including defining mission and support to move up and cover resources
- More specific expectations on fire notifications, accident or incident within an incident notifications; who to notify, how, and when
- How investigations or learning opportunities will be handled for accidents or an incident within an incident
- Use and sharing of facilities, including maintenance and replacement
- Use and sharing of communication systems, including console repair and replacement, telephonic systems, radio vaults, repeater sites, etc.
- Ensuring parties signatory to this annual operating plan are well versed in DPA, augmentation of resources, use of other agreements (such as MMA), etc., when working with local government agencies not signatory to this agreement
- Non full suppression opportunities on Federal lands

The annual operating plan is to be reviewed at least annually, documented by signature on the cover page. A face-to-face meeting is the preferred venue for this review and should include as many participating agencies and agency administrators as possible. Leadership of the Agencies to this Agreement strongly recommend comprehensive meetings at least annually, or more often if needed, to assure potential issues or concerns are discovered and addressed in the operating plan.

The Operating Plan may be updated at any time with the concurrence of the signatory partners to the Operating Plan.

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California Cooperative Fire Management Agreement

ANNUAL OPERATING PLAN

R5 FS Agreement No. 18-FI-11052012-105
CAL FIRE Agreement No. 7CA03983
CA BLM Agreement No. BAA181001
FWS Agreement No. FF08F03000-18X-M010
NPS Agreement No. P18AC00292
BIA Agreement No. A18AC00025

ANNUAL REVIEW and UPDATE

CAL FIRE _____

Forest Service _____

Bureau of Land Management_____

Bureau of Indian Affairs_____

National Park Service _____

Fish and Wildlife Service _____

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***** *Italicized verbiage is considered sample language and may be used at the unit discretion. When completing this AOP, it is recommended that a copy of the CFMA is available for reference. [Delete prior to submission]*

- *Bulleted red font is descriptive [Delete prior to submission]*

I. IDENTIFICATION

- Identify all participating agencies entering into this AOP

This operating plan is between the California Department of Forestry and Fire Protection (Cal Fire), and xxx agencies (identifying specific units).

II. AUTHORITY

- Units only need to address the CFMA as the authority for this AOP.

This Operating Plan is required by the California Master Cooperative Wildland Fire Management and Stafford Act Response Agreement (CFMA), herein after called the Agreement, between the State and the Federal Agencies dated March 2018. This plan shall be attached to and become part of the Agreement upon signature of all the parties, and shall be reviewed annually not later than May of each year.

Each agency will address their specific policy as it relates to operations under this plan and agreement.[1]

III. PURPOSE

This Operating Plan provides the officers and employees of the agencies guidelines and information necessary to properly execute the terms of the Agreement.

IV. DELINEATION AND DESCRIPTION OF FIRE PROTECTION ELEMENTS

[1] FSM 5135.02 – Objective. To support within our authority, State, Tribal, and local agencies in a coordinated, effective wildfire response. The Agency policy on response actions for structure fire extinguishment, fire response in the wildland urban interface and non-wildfire incidents is based on the premise that other Departments and agencies must fulfill their primary roles and responsibilities on lands that are outside Federal jurisdiction. Structure firefighting and primary non-fire emergency response is outside the scope of standard Agency wildfire firefighting training. (issued 8/8/2017)

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A. Protection Units:

- Identify units covered within this AOP

The Direct Protection Areas (DPA) of the following protection units are covered by this plan:

1. *XXXXX District BLM*
    a. *XXX- Field Office (XXD)*
2. *XXXX National Park (XNP)*
3. *XXX National Forest (XNF)*
4. *XXX National Wildlife Refuge (XXR)*
5. *XXX Unit (XXU)*

B. Direct Protection Area Boundaries:

Agencies to this agreement have agreed to exchange wildfire protection responsibility for lands under their jurisdiction. DPA boundaries will be established through mutual consent. Boundaries will be delineated on a GIS layer. Link to the DPA maps: https://www.fs.usda.gov/Internet/FSE_DOCUMENTS/stelprd3806036.zip

DPA boundaries will be reevaluated during preparation of each AOP and field review. When the need to change the DPA boundary is identified, the affected local unit will recommend such change for review and approval by the Agency Administrators.

Protection boundaries are approved by CWCG, and identified on official maps and kept on file in each unit's office. Refer to CFMA Recital 8, Provision 21, and Exhibit E.

C. Reciprocal Fire Protection (Mutual Aid) and Closest Forces Concept:

- Review CFMA Provisions 22 A and 31.
- If an agency is unable to provide mutual aid, other alternatives may be utilized; address those here.

Protection units shall coordinate their initial attack response by utilizing the "closest forces" to each planned response area, agreeing to which resources will be automatically dispatched, and entering that planned response in their individual dispatch data bases. All resources except aircraft listed in the initial attack planned response will be Mutual Aid for up to 24 hours from the time of initial dispatch. All other ordered resources will be Assistance by Hire.

D. Move-Up and Cover:

- Review CFMA Provision 32.

If agreed to by the supporting agency unit, fire engines may be used for move-up and cover assignments on a Mutual Aid basis for up to 24 hours. Otherwise, move-up and cover assignments will be on an assistance by hire basis. Move-up and cover resources may be ordered directly between adjacent interagency protection units. The protecting agency should provide vehicle fuel,

minor maintenance, and lodging at no cost to the supporting agency.

E. Special Management Considerations:

- Describe Unit-specific considerations in this section.

Special Management Areas where restrictions on normal suppression methods apply include such areas as Federal Wilderness Areas, Wilderness Study Areas, Federal Wild and Scenic Rivers, Areas of Critical Environmental Concern, Designated Critical Habitat for Threatened and Endangered Species, sensitive cultural sites, botanical areas and areas with naturally occurring asbestos. In most of these areas, the use of dozers for fireline construction is the most impacting action and should be avoided, except in situations where life and property are directly threatened. The use of dozers in Wilderness and/or Wilderness Study Areas requires authorization from the authorized Federal Agency Administrator.

It is essential to request an Agency Representative and Resource Advisor from the jurisdictional agency to advise the protecting agency regarding specific modified suppression necessary in these areas. Specific objectives for protection of sensitive resources will be included in Wildland Fire Decision Support System (WFDSS) analyses and the Incident Commander will incorporate special management considerations into the incident planning process.

A list and map of Special Management Areas is included in Addendum XX. The jurisdictional agency will provide necessary instructions for suppression and other wildland fire management actions in a supplement to this operating plan. The supplement and more detailed maps of Special Management Areas will be provided to all command centers and to appropriate local suppression units.

The jurisdictional agency will provide necessary instructions for fire management actions in a supplement to this operating plan for the following areas as applicable:

1. *Wilderness Areas*
2. *Wild and Scenic Rivers*
3. *Research Natural Areas*
4. *Wilderness Study Areas*
5. *Cultural and Archeological Sites*
6. *Roadless Areas*
7. *Communities/Structures*
8. *Threatened and Endangered Species*
9. *State Parks with SRA located within Federal DPA*
10. *Other areas identified in land management planning documents or otherwise requiring special procedures.*

F. Non-Wildland Fire Emergencies:

When State resources are covering a federal station, they may be dispatched to structure or other fires, medical aid calls, or other emergency incidents.

Federal resources may be requested to respond to non-wildland fire emergencies, but will only provide assistance commensurate with the policies and training of the responding personnel and equipment. See Recital 10 and specific agency policy.[2]

G. Wildfire Suppression Activity Damage Repair:

Repair of suppression activity damage (e.g., spreading of dozer berms, installation of water bars, minor road repairs, etc.) will normally be done by the agency with direct protection responsibility for the fire as an integral part of overhaul/mop-up. Protecting and Jurisdictional Agencies may develop written suppression repair plans. Suppression repair work should occur with oversight from Resource Advisors and Suppression Repair Specialists.

Specialized equipment may be needed to complete necessary erosion control work, especially in highly erodible soils. Protecting agency will order proper equipment needed to repair damage such as excavators or masticators. In extraordinary circumstances, such as excessively wide dozer lines, excessive slopes, or significant damage in highly sensitive areas, additional efforts may be needed, e.g. providing adequate ground cover (pulling brush back over lines or spreading rice straw). Any rehabilitation beyond this level is the responsibility of the landowner.

H. Suppression Policy:

For all fires on SRA lands within federal Direct Protection Areas and on federal lands in State Direct Protection Areas, the basic initial attack objective will be to control the fire at 10 acres or less. If the objectives are determined by the State (for SRA) or by a federal agency (for federal lands) to be different than the objective for the surrounding area, the area shall be considered a Special Management Area (see Section IV.E above).

Since a wildland fire could be the result of an escape from a prescribed fire being conducted by one of the parties to this Operating Plan within the Direct Protection Area of another party, suppression policy should be determined in advance. A contingency plan outlining suppression objectives should be developed jointly between the agency conducting the prescribed fire and the protecting agency as an integral part of the prescribed fire burn plan.

V. FIRE PROTECTION ORGANIZATION

- This section will describe resources from the agencies within this AOP
- The fire protection organization includes prevention, detection, ground and air attack units, supervisory personnel, drawdown levels and other cooperating

[2] FSM 5135.02 – Objective. To support within our authority, State, Tribal, and local agencies in a coordinated, effective wildfire response. The Agency policy on response actions for structure fire extinguishment, fire response in the wildland urban interface and non-wildfire incidents is based on the premise that other Departments and agencies must fulfill their primary roles and responsibilities on lands that are outside Federal jurisdiction. Structure firefighting and primary non-fire emergency response is outside the scope of standard Agency wildfire firefighting training. (issued 8/8/2017)

agencies. Identify the following:

A. Resources

B. Location

C. Anticipated activation period

D. Staffing levels

E. Organization
Narrative of organizational changes from previous year, whether temporary or permanent.

F. Cooperation
Identify how the cooperators will share expertise, training, and information on items such as prevention, investigation, safety, and training.

VI. QUALIFICATIONS/MINIMUM REQUIREMENTS

- AOP should address qualification and certification standards applicable to the involved parties.

As per the NWCG memorandum Qualification Standards During Initial Action, March 22, 2004, the PMS 310-1 Wildland Fire Qualification System Guide, and CAL FIRE Handbook Section 4039, Position Qualification Standards:

a) The 310-1 qualification/certification standards are mandatory only for national mobilization of wildland fire fighting resources.

b) During initial action, 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.

c) Prior to the fire season, federal agencies should meet with their state, local, and tribal agency partners and jointly determine the qualification/certification standards that will apply to the use of local, non-federal firefighters during initial action on fires on lands under the jurisdiction of a federal agency.

d) The Geographic Area Coordinating Group should determine the application of 310-1 qualification/certification standards for mobilization within the geographic area.

e) On a fire where a non-federal agency is also an agency with legal jurisdiction, the standards of that agency apply.

VII. MAPS

The latest Federal agency map indicating land ownership will be used to display the information required in this Operating Plan. Maps will be kept on file in the headquarters office of each protection unit, with copies forwarded to the Region Command Center/Zone dispatch office. The following items shall be shown on each map according to the attached standard legend:

A. Protection Boundary (DPA)

B. Protection Unit Facilities

C. Administrative Boundaries

D. Special Management Areas with approved suppression plans.

VIII. OPERATING PROCEDURES

A. Notification and Reports:

Notification of fires burning or threatening the lands of another agency will immediately be made by the protecting agency once the location of the fire is verified by calling the 24-hour phone number shown in the Administrative Listing (see page xxx) as described in Provision 33 of the CFMA Agreement.

A copy of the fire report for fires on SRA within federal direct protection will be sent to the appropriate State Unit within the time frames specified in Provision 33 of the CFMA Agreement.

A copy of the fire report for fires on federal lands within State direct protection will be sent to the appropriate federal district/forest/park office, within the time frames specified in Provision 33 of the CFMA Agreement.

Completed fire reports will be provided as soon as possible following the protecting agency's policy on time frames for report completion, within the time frames specified in Provision 33 of the CFMA Agreement.

B. Mutual Dispatch Area Revisions or Establishment of IA Dispatch Needs:

The preplanned initial attack responses will be reviewed annually prior to fire season and revised as necessary to assure immediate coordinated response of the closest available resources for initial attack. Dispatch levels will be determined using the most recently calculated level of the protecting agency.

C. Joint Response Coordination:

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- *Note: NOT ADDRESSED IN CFMA*

In joint response or boundary fire situations, these guidelines should be followed to coordinate initial attack response between the agencies signatory to this agreement:

1. *The unit receiving the first report of the incident will immediately notify the other agency, giving:*

   a) Response area designator
   b) Descriptive location
   c) Legal location, or latitude and longitude
   d) Aircraft radio frequency and contact
   e) Ground radio frequency and contact
   f) Responding resources

2. *Each agency will dispatch its closest available resources according to the preplanned response criteria. Dispatchers of cooperating protection units should keep each other advised of the status of initial attack resources.*

3. *Any additional information obtained about the fire will be immediately shared with the other agency.*

4. *Once the location is determined, the protecting agency dispatcher will take over all coordination with the Incident Commander; determine the resource need; and pick up the resources needed from the other agency on the protecting agency's Order Number. All subsequent ordering shall be done against the Order Number of the agency in whose Direct Protection Area the fire originated. See Provision 34 of CFMA.*

D. Boundary Fires:

- **Reference Provision 35 in CFMA**

The first arriving officer of the responding agency is responsible for immediately determining the exact location and jurisdiction of the incident. Once the location is determined and it is safe to do so the protecting agency (ies) will take over coordination. The coordinating agency may use or return the incoming resources of the other agencies. The following guidelines apply to initial attack, extended attack, or major fire situations:

1. Unified Command: A Unified Command organization will be implemented on all boundary fires. While in unified command, the Agency Administrators and/or Incident Commanders of the involved agencies shall mutually agree upon fire objectives, strategies, commitment of agency resources, priorities, and establishment of a Unified Ordering Point.

   a. When any agency operating on a Unified Command incident decides to change command and/or staff personnel it will inform and coordinate this action with all

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other agencies.

b. If it is determined that the fire is confined to the DPA of the State or the Federal agencies, the protecting agency will designate an Incident Commander. If necessary, the protecting agency may request the supporting agency to assume command of the fire.

2. *Incident Information: Incident information requests are to be referred to the protecting agency for single responsibility incidents. For joint responsibility incidents, appropriate unit line officers will jointly determine the need and procedures for operation of joint incident information centers. The participating agencies will attempt to reach agreement on origin and cause before release of fire cause information, or initiation of civil or criminal actions.*

E. Assistance by Hire and Resource Order Process Beyond IA:

All requests for fire suppression resources must be clear and precise (i.e. state the numbers and types of resources needed, the nature of the assignment, and the urgency of need), and processed and recorded through appropriate channels. Preplanned initial attack ordering will be as per IV.C above.

F. Aircraft Use:

- Use of aircraft will comply with the Interagency Aircraft Utilization Guidelines, Exhibit G of the CFMA.

G. Handcrews and Dozers:

H. Agency Representatives:

It is mutually agreed that any agency providing resources may, at its own discretion, request an agency representative who will be ordered and paid for by the protecting agency. Any support staff required by an agency administrator representative will be mutually agreed to and ordered by the protecting agency, or will be considered a voluntary contribution.

An agency with jurisdictional interest, but not providing resources may, at its discretion, send an agency representative who will be considered a voluntary contribution.

I. Interagency Sharing of Communications Systems and Frequencies:

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- **Reference CFMA Provision 50**

A Cooperative Radio Frequency Plan specifying the radio frequencies available for shared use and any appropriate guidelines or restrictions for such use is attached (Appendix XX). Each responsible dispatch office shall retain control of, police the use of, and allocate frequency use as necessary.

In mutual aid situations, a common designated radio frequency identified in the AOP should be used for incident communications. All incident resources should utilize and monitor this frequency for incident information, tactical use, and changes in weather conditions or other emergency situations. See Appendix XX for frequency list.

J. Move-up and Cover Stations:

- A Cover Crew Guide should be available at each station and contain enough information to allow an outside resource to effectively operate in that facility.
- Address that there may be times when cooperators are involved in emergency operations and unable to provide mutual aid. In this case other cooperators may be contacted for assistance.
- Responding and requesting parties should identify any mileage limitations from mutual boundaries where "mutual aid" is either pay or non-pay status. Also, for some fire departments, the mileage issue may not be one of initial attack "mutual aid," but of mutual assistance. In this situation, you may have the option to make it part of this agreement or identify it as a situation where the request would be made to the agency having jurisdiction, which would then dispatch the fire department.

K. Shared Equipment Facilities and Services:

- *Authorization and conditions for the use of shared equipment, facilities, or services will be jointly developed according to the provisions of the CFMA Provisions 17 and 46.*

L. Wildland Fire Decision Support System:

- **Reference CFMA Provision 38**

Wildland Fire Decision Support System (WFDSS) entry is required whenever a wildland fire is on or threatening federal lands if a fire exceeds initial attack or is being managed for multiple objectives including resource benefit. It is the responsibility of the appropriate federal line officer (or designee) to insure inclusion of all federal partners affected to complete and document the WFDSS decision. It is the responsibility of the Incident Commander (or designee) to participate in the WFDSS decision process and to develop an achievable WFDSS decision, and to use the WFDSS decision in developing the Incident Action Plan. The final responsibility for implementation of safe appropriate strategy and tactics rests with the Incident Commander. https://wfdss.usgs.gov/wfdss_proto/faces/jsp/login/WFDSSLogin.jsp

M. Post-Incident Action Analysis:

- Refer to CFMA Provision 63

Upon the request of an Agency Administrator, a post-incident action analysis (critique) will be initiated for any fire escaping initial attack to obtain information that may enhance the administration of the Agreement or this Operating Plan. Any such critique should involve members of the incident command and general staffs, and officers from each involved protection and jurisdictional unit. The appropriate next higher level office of each agency may also be invited to participate in or facilitate the critique.

N. Reimbursement and Compensation

- **Refer to Section VI in CFMA**
- Refer to CFMA Operating Plan for Incident Billing located at https://www.fs.usda.gov/detail/r5/fire-aviation/management

IX. FIRE PREVENTION ACTIVITIES

A. General Cooperative Activities:

- Reference CFMA Exhibit I

All protection units will, to the extent possible, provide fire prevention programs, inspections, and enforcement as necessary to adequately address the fire situations in their Direct Protection Areas. In addition, units are encouraged to undertake joint prevention activities in areas of mutual interest whenever practical. **Exhibit I of the 2018 CFMA Agreement**, covers enforcement of fire laws, determination of cause and preservation of evidence, burning and campfire issuance, restrictions and closures, and fire safe planning.

B. Information and Education:

1. *Fire Danger Operations: The protection units will advise each other of increased fire danger and will coordinate activities, including patrols, as necessary to avoid any duplication of effort or public confusion.*

2. *Joint Press Releases: Protection units should develop joint press releases on cooperative fire protection issues to ensure that the interests of all affected agencies are adequately addressed.*

3. *Smokey Bear Program: Protection units should cooperate in the coordinated delivery of Smokey Bear program in direct protection areas as well as areas close to the boundaries.*

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4. *Local Educational Program: The use of interagency teams to conduct local educational programs is encouraged to facilitate improved public knowledge of the mission and responsibilities of all the cooperating agencies especially in direct protection areas.*

5. *Fire Prevention Signs: Coordination and placement of fire prevention signs should be used in order to prevent duplication of effort or sending of mixed messages. This is especially important for fire danger rating signs.*

C. Engineering:

a. *Railroads and Utilities: Where railroad or utility lines cross the protection boundary, the adjacent protection units should coordinate their inspections and contacts with the companies to achieve consistency in application of laws and regulations whenever possible.*

b. Fire Prevention Inspections: Reference CFMA Exhibit I.

D. Enforcement:

a. *Burning and Campfire Permits:*

i. *Only Federal personnel will issue permits, when required, for project burning (other burning) on federal lands. Where federal lands are located within a State Direct Protection Area, the appropriate State Unit will be consulted before issuance, and the provisions shall require:*

1. That no burning be allowed during any time period when State burning permits in the same area have been suspended.

2. That the State will be notified prior to the start of any burning operation.

ii. *Authorized Federal personnel with VFW authority within their DPA responsibility will issue permits for burning on SRA lands within federal Direct Protection Areas only for campfires, dooryard premises burning and other burning permitted under the scope of the CAL FIRE LE-5 burn permit. Whenever agricultural burning is the selected type of burning under an LE-5 burn permit, food production will be used as its justification for issuance by a federal agent.*

All other forms of wildland permit burning done in federal direct protection areas as provided by California Public Resources Code Section 4491 shall be issued by a delegated State employee and in conjunction with the appropriate federal agency. Such permits may include prescribed burning as a means of converting brush lands into forage lands, which has as its objective prevention of

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high intensity wildland fires, watershed management, range improvement, vegetation management, forest improvement or wildlife habitat improvement, which is declared to be a public purpose. The responsible State protection unit shall notify the appropriate federal protection unit whenever a Timber Harvest Plan is being implemented in federal direct protection areas.

iii. State personnel may issue permits for campfire and dooryard burning on federal lands for which they have Direct Protection Authority. State personnel may issue permits for other federal lands only with permission of the appropriate federal line officer.

iv. Federal and State officers issuing permits should solicit the cooperative participation of a representative of the other agency whenever appropriate.

v. The suspension of burning permits on SRA lands is governed by state law and will be coordinated with adjacent protection units by the CAL FIRE Unit Chief. Federal Protection Units desiring burning permit suspensions for SRA lands within their direct protection area shall route their requests to the CAL FIRE Unit Chief.

b. Restrictions and Closures: When any unit plans, activates, or deactivates any suspension, closure, or restriction, the adjacent protection unit(s) will be consulted and a copy of the notice immediately provided. Federal restrictions and closures will not affect SRA lands within federal direct protection areas.

c. Fire Origin and Cause Determinations: Authorized Federal agency personnel may conduct an origin and cause determination of any wildfire originating in federal DPA. State agency personnel may conduct an origin and cause determination of any wildfire originating in state DPA. Agency personnel (administrators) may decide that a joint investigation under Unified Command is appropriate. After consulting with each other, authorized Agency administrators` will determine whether the agency with original jurisdiction needs to assume the full responsibility for the overall investigation.

X. GENERAL PROVISIONS

A. Periodic Reviews:

Each Unit will make available to the State at least one day during the fire season for an on-the-ground inspection of the federal operations under this Operating Plan. Each CAL FIRE unit will make available to the federal agencies at least one day during the fire season for an on-the-ground inspection of state operations under this plan.

B. Updating of Plan:

All units will meet at least annually to review the entire Operating Plan and update it as necessary. The final plan will be posted to the CAL FIRE 8500 Handbook Exhibits section as well as to a central location by May 15 annually.

C. Public Information:
All units will attempt to provide only current, accurate information on their own activities to the public or media, to refer inquiries to the appropriate agency, or to develop a joint response when the topic relates to cooperative efforts under this Operating Plan.

D. Budget Changes:
If during the effective period of this Operating Plan any unit receives a budget change (increase or decrease) that could significantly modify the provisions of this plan, a revision to the plan will be jointly negotiated.

E. Changes During the Year:
Any long term change in the fire protection organizations which will directly affect the protection level of lands assigned to the direct protection of another unit under this Operating Plan must be agreed to in advance by the affected agencies. Discussions of potential changes should be initiated at the protection unit level and then referred to the next higher organizational level for approval or resolution.

F. Agency Reviews and Investigations:

- Describe process for conducting agency specific reviews and or investigations. Reference CFMA Provision 58.

G. Information Exchange:
In order to encourage the resolution of issues associated with the Agreement or this Operating Plan at the lowest possible organizational level, the local State Unit office will be designated as the primary contact for the Federal entities.

H. Interagency Training:
Interagency training activities can be mutually beneficial and units are encouraged to:

1. *Participate in shared local level training at each other's facilities on an ongoing basis.*
2. *Allocate available slots in appropriate formalized training sessions for personnel of the other agencies.*
3. *Utilize instructors from the other agencies when they are available.*

XI. COOPERATING AGENCY CONTACT LISTINGS

- List the agency contacts below; Name, address, phone, email
- The person listed is the primary manager of the details of this AOP; example is Unit Fire Management Officer

A. USDI Bureau of Land Management

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B. USDI National Park Service

C. USDI Bureau of Indian Affairs

D. USDI Fish and Wildlife Service

E. USDA Forest Service

F. California Department of Forestry and Fire Protection

XII. AGENCY ADMINISTRATOR OR DESIGNEE SIGNATURES

This 20XX Operating Plan has been approved by the following agency administrators and authorized to be attached to the California Cooperative Fire Management Agreement and Stafford Act Response Agreement (CFMA).

XXX District Bureau of Land Management	Date
XXX Field Office Bureau of Land Management	Date
XXX National Forest	Date
XXX National Park	Date
XXX National Wildlife Refuge Complex	Date

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_____ _____

XXX Unit Date
California Department of Forestry & Fire Protection

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Potential Appendix Items:
Cooperative Radio Frequency Plan
Special Management Area descriptions and maps
Resource Listings by unit
Other supporting documentation or local SOPs

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APPENDIX XX COOPERATIVE RADIO FREQUENCY PLAN

In accordance with this agreement, this Operating Plan provides for the shared use of radio frequencies in land mobile, base, portable, and aircraft applications according to the following guidelines:

Initial Attack Mutual Aid Radio Frequencies: XXX units (i.e. NPS, BLM, FS, FWS, and CAL FIRE) air and ground units may jointly utilize the designated radio frequencies of the other agency as assigned by the protecting agency dispatch center to coordinate initial attack response and fire management efforts.

Incident Specific Radio Frequencies: NPS, BLM, FS, FWS, and CAL FIRE air and ground units assigned to an emergency incident may operate on any frequency assigned as a command, tactical, air coordination, or support net as instructed by the Incident Commander or responsible agency dispatch center.

Training Exercises: NPS, BLM, FS, FWS, and CAL FIRE may use each other's designated radio frequencies when use is in conjunction with joint training exercises.

Special Situations: When a special non-fire situation warrants the use of a frequency by the other agency, requests for authorization will be made through the responsible agency dispatch office to the appropriate district, zone, and/or region. The authorizing office will maintain appropriate documentation of frequency, location, date, time and circumstances involved.

Definitions:

Radio Frequency: Listed numerically in Megahertz (MHZ)

Identification (ID): Name given to a specific frequency by the National Telecommunication and Information Administration.

Operational (Ops) Control: The XX units (i.e. NPS Region/Park, BLM District/Field, FS National Forest/Zone/FWS Refuge or CAL FIRE Unit/Area) authorized to allow cooperative use of a designated radio frequency.

Operational (Ops) Area: The geographic area within which use of a designated frequency is authorized.

Coordination Contact: Another agency or organizational level that must be contacted before designating a frequency for use in an operational area.

INSERT FREQUENCIES, FX ID, OPS CONTROL, COORDINATION CONTACT, AND OPERATIONS AREA HERE…

EXHIBIT B Attachment 1

DPA as Mutual Aid Assistance and Mutual Threat Zone

This gives the local units the opportunity to develop a new, documented approach to Initial Attack. Before being chosen as a strategy, participating agencies must gain concurrence from leadership at the State or Regional level.

This strategy proposes to vary traditional approaches to DPA fire protection responsibilities. Two models are being promulgated treating DPA responsibilities as mutual aid assistance (MAA) and mutual threat zone response (MTZ) similar to methods utilized by local government agencies. Both are based upon the closest resource concept. The decision to apply a specific model to a local area is dependent upon the geographic distribution of resources, the geographic continuity of ownership (contiguous versus non-contiguous), and adjacency of wildland urban interface and infrastructure related to the ability of local government to provide structural fire protection/suppression responsibilities. In areas where the host agency may have little or no resources, the mutual aid concept can be applied. In other areas where agency resources are comingled, DPA lands can be treated as mutual threat zones. The underlying premise of both models does not change DPA boundaries. The primary change is how agencies respond within those boundaries following initial attack efforts.

This does not change structural fire protection responsibilities on lands where structures do not reside within municipal fire department or fire district boundaries. DPA agencies retain responsibility for wildland fire suppression as outlined within the Annual Operating Plan (AOP) for initial attack activities. Agencies may take appropriate action within state law and agency policies to prevent a structure fire from extending into the wildland. Neither MAA or MTZ attempt to address the statutory and fiducial responsibility of structure (defense/protection) of wildland fires crossing DPA or agency boundaries threatening to burn or are burning structures.

Mutual Aid Assistance

Under this concept, initial attack responses to wildland fires within a DPA would remain the same for the DPA agency. The agency with DPA responsibility responds to the fire on behalf of the agency (ies) having jurisdiction (AHJ) and perform initial attack activities consistent with the fire control objectives of the AHJ(s). In the event an incident is expected to extend beyond the initial attack timeframe, the AHJ(s) would then have an agreed upon timeframe, for instance 24 hours, from the onset of the incident, to respond resources to the incident to relieve or augment the IA resources. Depending upon the estimated containment time and resource commitment of the DPA agency, an agency representative from the AHJ(s) agency may respond and develop a transition plan with the initial attack incident commander. In essence, DPA boundaries revert to traditional AHJ(s) boundary (ies) after 24 hours and the incident becomes the responsibility of the AHJ(s). The AHJ(s) would then assume command of the incident (e.g. unified command) and accordingly fiscal responsibility.

Mutual Threat Zone Response

The MTZ response has advantages where two or more agencies share DPA and/or host agency fire protection responsibilities. In addition, fire suppression resources are comingled within a geographic area. The type of fire protection model would be most advantageous in areas of “checkerboard” lands where ownership alternates and fire protection responsibilities may be layered by local (structural), state (wildland), and federal (wildland) agencies. Additionally, an MTZ response may be advantageous

on borderline fires where the fire's origin is not clearly identified and it is unknown whose DPA responsibility the fire belongs to but it clearly threatening the lands of two or more DPA agencies.

Utilizing this approach, resources from both DPA agencies respond to perform initial attack. Once resources arrive at scene and the origin of the fire is determined, the DPA agency with protection responsibility can be established. Depending upon the success of the containment objective, the Incident Commander and Agency Representatives can determine the best course of action going forward, such as:

- Fire's origin on DPA lands and will be contained with IA resources. The DPA agency assumes command and can release IA resources from adjacent DPA agency.
- Fire's origin on host agency lands but will not be contained with IA resources and is threatening to burn onto other jurisdictional agency lands. Agencies enter Unified Command and develop a cost sharing agreement and order resources commensurate with agency fire protection objectives while adhering to control objectives established under unified command.

IMPLEMENTATION

Given the inherent unique conditions that exist throughout the state such as fire conditions, jurisdictional agency boundaries, responsible DPA agency response boundaries, wildland urban interface and infrastructure, and resource availability, any proposed implementation of one or both models should be completed at the local level utilizing the Annual Operation Plan (AOP) and with full concurrence of the State and/or Regional headquarters. Incorporation of these elements within the AOP provides the flexibility to implement in local areas between two or more of the signatory agencies. Additionally, the AOP implementation maintains CFMA priority of the agreement to preserve seamless and efficient fire suppression to all California wildfire occurrences. Signatory agencies have the option to implement this model in portions or all areas under the current agreement utilizing the AOP.

Adoption of the MAA and MTZ models during initial attack maintain interagency support, trust, and cooperative agency investment to ensure all signatory agencies are successful in meeting agency objectives. Additionally, the use of MAA and MTZ by jurisdictional agencies supports the full spectrum of wildland fire suppression response from initial attack to major fire. During extended attack or major fires, this model allows costs to be assigned and negotiated through a cost share agreement incorporating threat and risk concepts. Operational and fiscal responsibility will only change from responsible DPA agency to the jurisdictional agency if specified and agreed to in the AOP.

The MAA and MTZ response models will not require any readjustment of fire suppression infrastructure or the addition of new fire suppression resources during a time of challenging fiscal environments. This model minimizes long term capital outlay obligations associated with the construction of new facilities that would be required with the assumption of wildland fire protection responsibilities.

As currently proposed, it may be necessary for smaller signatory agencies to retain additional support personnel due to increased cost sharing activity. Additional support personnel may be needed to process more invoices resulting from an increased reliance of Assistance By Hire (ABH). Based on federal policy and direction from the current administration, it may not be possible for agencies to meet this demand. Additionally, existing resource ordering and tracking processes may not provide the necessary means to financially account resources following the expiration of the mutual aid response period.
Changes in the ordering process and/or resource tracking may be required to support incident cost accounting following the expiration of time for mutual aid assistance.

Adoption of MAA and MTZ may necessitate, modification and/or creation of additional GIS data layers depicting where these DPA-IA models are adopted. This effort may require a significant investment of time to develop the requisite data layer derived from ownership (parcel level), agency wildland fire

responsibility (SRA/FRA/LRA) and DPA responsibility (State/Federal/Local). It is believed, however, in most instances based up fire frequency and size, this model can be implemented at the AOP with no additional data layer needed or modification to existing data layers.

Initial Response

Agencies adopting this model within their AOP will benefit from establishing an initial response where the DPA agency provides initial attack fire suppression for an agreed to period. This is consistent with the existing agreement and allowing agencies to continue current practices. All costs within the initial response period remain the responsibility of the DPA agency. For incidents extending beyond the initial response period, agencies can opt to utilize the unified command structure or Agency Representative as needed. This model supports the continued seamless transition on large fires. Agencies lacking adequate command and control staff or fire control resources, can utilize the OP for acquiring or retaining the necessary resource or may opt to utilize Assistance By Hire.

On extended attack or major fires, agencies have the flexibility to delegate authority, via the AOP, to cooperating agencies or may opt to utilize a letter of delegation. Agencies should specify their preference within the OP the extent delegation and any anticipated control and cost expectations.

Post-response

It is recognized this change better aligns agency expenditures with jurisdictional authority and responsibility. However, agencies will probably experience an increase in post-incident response workload. Agencies will be motivated to rapidly suppress wildland fires within the DPA as incident billing costs will not be retroactive during first 24 hours to time of incident onset. This framework responds to direction provide in the USDA OIG Audit within the CFMA documented process. In addition to aligning jurisdictional authority with fiscal responsibility, delegations and impact, the MAA and MTZ models better position jurisdictional agencies to respond to social and political constituents, stakeholders, and partners. On extended attack and large fires, jurisdictional agencies preserve their voice regarding actions, strategies, and concerns. For some signatory agencies, this represents a shift in paradigm where role of line officer and fire staff changes from support to leadership.

DOCUMENTATION

When this process is determined to be the best system for initial attack it must be clearly documented in the Annual Operating Plan. Documentation of support from the respective Participating Agency State and/or Regional Headquarters is required.

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EXHIBIT C

Cost Sharing and Cost Share Agreement Templates

General Cost Sharing

A cost share agreement will be prepared when there is a multi-jurisdictional incident with a single or unified command and a decision has been made to share resources among jurisdictional agencies or an incident threatens to burn across DPAs of the State and Federal Agencies and the Mutual Aid period has been exceeded. The State and Federal Agencies also agree to jointly share the cost of incident support and coordination operations when and where appropriate (see Incident Support and Coordination below).

Four different methodologies are accepted for sharing costs for fires with multi-or single jurisdictional responsibility. These methods include:

1. **Initial Attack** – During initial attack, resources are dispatched per established Annual Operating Plans to multi-jurisdictional fire. The fire is controlled with initial attack resources and agency administrators/representatives may agree to cost share some or all costs for resources their agencies have provided under agreements in place. Cost share agreement may be needed if the incident goes beyond the Mutual Aid period as specified in the local agreement.
2. **You Order You Pay** – Under YOYP, each agency is fiscally responsible for the resources they order, regardless of where they are used on the incident.
3. **Acres Burned** – Costs are shared based on the acreage percentage of the fire within an agency's DPA. This method is used when agencies' responsibilities, objectives, and suppression costs are similar.
4. **Cost Apportionment** – Costs are shared based on the suppression effort expended to protect each agency's DPA, including the threat to another agency's DPA. This is a more complex system for identifying agency cost share and will require specific knowledge and skills to facilitate.

ALL METHODS REQUIRE THE RESULTS BE DOCUMENTED IN A COST SHARE AGREMENT THAT IS INCIDENT SPECIFIC.

The complexity and circumstances of each incident will dictate the method used, and the simplicity or complexity of each agreement. The cost share agreement identifies the jurisdictional parties, outlines the financial responsibility for the shareable costs of the incident and is signed by the delegated agency representative or line officer. Included below is the format and language used to develop a cost share agreement.

When assigned, Incident Management Teams will be expected to support the cost share agreement process, including participating in decision making, oversight and providing incident information and documents to support the agreement.

Cost share settlement meetings will be conducted in accordance with the "Operating Plan for Cooperative Incident Billings Procedures."

Incident Support and Coordination Cost Sharing

Separate cost share agreements will be developed for incident support and coordination operations. Redding and Riverside OCCs require special consideration. Absent a separate negotiated cost share agreement by the State and Federal OCC Coordinators, the costs involved with the Operation Coordination Centers at Redding and Riverside will be the responsibility of the ordering agency.

Typically, cost share agreements for incident support and coordination operations will include the costs generated by management groups and resources not ordered for a specific fire incident. The responsibility for the development of such an agreement will reside with the managers of the support or coordination operation that has been mobilized.

Actual costs should be accounted for separately by using an appropriate order number for each agency and support facility and not intermingled with specific fire incident costs. Cost shares should be developed for each unique support operation. As the methodology may vary with each location and situation, it will be documented in the resulting cost share agreement.

Guidelines on developing an Incident Support and Coordination Operations Cost Share are described in the "Cost Share Agreement Guideline."

Cost Apportionment Methodology

The cost apportionment process is a more complex system for identifying agency cost-shares and relieves the incident commanders, agency representatives, and line officers of much of the burden of estimating solely from observing how resources are used. This is of assistance in situations where there is a great deal of mobility of resources across protection boundaries.

Although more complex and time consuming, the cost apportionment process seeks to achieve cost sharing through an equitable process that takes into consideration the effort that was expended to meet an incident objective. The process develops agency percentages of incident costs. These percentages are driven by a value or cost of direct resources (e.g., crews, engines, helicopters, air tankers, retardant) used per operational period.

- Pre-determined values are used for direct ground resources and actual costs are used for direct aviation resources. These values are developed and published by the California Interagency Incident Finance Advisor (CIIFA) group.
- Values and costs are documented on a daily basis and approved by the Incident Commander(s) or other designated incident agency personnel.
- Values and costs are allocated and shared based upon resource assignment in the Incident Action Plan or actual use.
- Support costs (e.g., overhead team, caterer) are then shared proportionally to the direct costs at the time of the final settlement.

Final cost apportionment percentages identified in the cost share agreement are applied to each agency's final cost package. Final cost packages are developed per the "Operating Plan for Cooperative Incident Billing Procedures.

To maintain the integrity of the methodology, cost apportionment must be run from the start of initial attack until the agencies determine to stop accumulating costs on the incident. Generally, the need to continue the cost collection effort will exist until the incident is down to local unit resources. For

information on how to terminate a cost share agreement, see the "Cost Share Agreement Guideline."

The cost apportionment methodology is labor intensive and may require a **Cost Share Technical Specialist (CSTS)** to oversee the development of the cost share agreement. Parties to this agreement utilize multi-agency Cost Share Teams to assist incident agencies in tracking, documenting, and advising incident commanders, agency representatives, and line officers on these agreements. As soon as a decision is made to use the cost apportionment method, an order should be placed for the CSTS. These positions are assigned to the incident and typically report to the Finance Section Chief.

Detailed procedures and guidelines on the cost apportionment process and development of the cost share agreement, including other reference material, tracking documentation, and Cost Share Team responsibilities, are outlined in the "Cost Share Agreement Guideline."

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COST SHARE AGREEMENT for the_____Incident.

COST SHARE AGREEMENT

DEPARTMENT
FEDERAL AGENCY NAME

And

STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY AND FIRE PROTECTION (CAL FIRE)

USE THESE STANDARD STATEMENTS FOR

YOYP, ACRES BURNED, AND COST APPORTIONMENT AGREEMENTS

The following is the cost share agreement between the above named agencies as it was negotiated for the following incident.

INCIDENT NAME:

INCIDENT NUMBER BY AGENCY:

INCIDENT START DATE AND TIME:

JURISDICTIONS:

INCIDENT CAUSE:

COMMAND STRUCTURE:

COST SHARE PERIOD: START:

END:

INCIDENT COMMANDER:

INCIDENT COMMANDER:

AGENCY REPRESENTATIVE:

AGENCY REPRESENTATIVE:

UNIFIED ORDERING POINT:

Agency Representatives participating in development of this cost share agreement.

NAME	AGENCY
NAME	AGENCY
NAME	AGENCY

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This cost share agreement between the Department of_____, [Enter Federal Agency Name(s)] and the State of California, Department of Forestry and Fire Protection (CAL FIRE) was prepared under the following guidelines:

1. In accordance with the California Master Cooperative Wildland Fire Management and Stafford Act Response Agreement (CFMA) between the USDA, Forest Service, USDI, Bureau of Land Management, USDI, National Park Service, USDI, Fish and Wildlife Service, USDI, Bureau of Indian Affairs, and the California Department of Forestry and Fire Protection (CAL FIRE).

ANY ADDITIONAL AGREEMENTS SHOULD BE INSERTED HERE

2. All costs originating from orders placed by and for the incident that can be reasonably obtained and estimated for the cost share period will be included in this agreement and will be shared on the basis of the Incident Commander(s), Agency Representative(s), or Line Officer(s) mutual agreement.

3. Costs for non-expendable property purchases by each agency will be charged direct to that agency and will not be shared.

4. Agency specific costs will not be shared as defined in the *Cooperative Incident Billing Procedures*.

5. Responsibility for tort claim costs or compensation for injury costs will not be a part of this agreement. Responsibility for these costs will be determined outside of this agreement.

6. Non-suppression rehabilitation costs are the responsibility of the jurisdictional agency and will not be shared.

USE THE FOLLOWING STATEMENTS FOR COST APPORTIONMENT AGREEMENTS

7. Daily cost sharing will be documented and approved by the Incident Commander(s), Agency Representative(s), or Line Officer(s) for cost apportionment.

8. Shared costs will be based on the Incident Commander(s), Agency Representative(s), or Line Officer(s) mutual judgment and agreement as to threat, incident objectives, and resources assigned for each agency's area of responsibility.

9. Aircraft and retardant costs will be shared on an actual use basis as determined by the Incident Commander(s), Agency Representative(s), or Line Officer(s) and will be calculated as a separate cost.

10. Sharing of final actual costs between the agencies will be based on a summary of daily estimated incident suppression costs and each agency's proportionate share thereof as agreed to by the jurisdictional representatives.

IF APPLICABLE, ADD ANY ADDITIONAL STATEMENTS SPECIFIC TO YOYP, ACRES BURNED, AND COST APPORTIONMENT AGREEMENTS

11. _____

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_____
_____

12. _____
_____
_____

13. _____
_____
_____

USE THE FOLLOWING STATEMENTS FOR
ACRES BURNED AND COST APPORTIONMENT AGREEMENTS

14. In accordance with the attached documentation, it is hereby agreed that the cost sharing of this incident will be:

AGENCY	GROUND RESOURCES	AIRCRAFT/RETARDANT
FEDERAL	%	%
CAL FIRE	%	%
TOTAL	100%	100%

OR

AGENCY	ACRES BURNED	
FEDERAL	(_____Acres Burned)	(_____%)
CAL FIRE	(_____Acres Burned)	(_____%)
	TOTAL	100%

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15. The following agencies will be responsible for collecting actual cost/expenditure data that will make up the cost pool of shareable costs.

COST SOURCES	RESPONSIBLE AGENCY
Federal Agency	Agency Name (i.e. USFS, BLM, NPS, BIA, FWS)
State Agency	CAL FIRE – Unit

16. Within 10 (5 if an FMAG incident) months the parties to this agreement will meet to determine the total costs of each agency. Agency cost packages will be developed per the *Cooperative Incident Billing Procedures*. The agency whose total actual costs exceed their proportional share of the overall incident final costs as determined within this agreement will bill the other agency. The billing, when paid, will result in each agency sharing overall incident costs as herein agreed.

USE THE FOLLOWING STANDARD STATEMENTS FOR
YOYP, ACRES BURNED, AND COST APPORTIONMENT AGREEMENTS

17. An administrative charge, the pre-established percentage set by each agency, will be applied pursuant to agency policy by the agency issuing the settlement billing for the net amount owed.

This agreement and the allocation are our best judgment of agency cost responsibilities.

Name
Federal Agency

_____

Agency Administrator
Agency
Address

Telephone Number

Name
State of California, Department of Forestry and Fire Protection

_____

Agency Administrator
State of California, Department of Forestry and Fire Protection
Address

Telephone Number

Date of this finalized agreement: _____

Contacts:

Name Title
Agency Address

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INITIAL ATTACK COST SHARE AGREEMENT

DEPARTMENT
FEDERAL AGENCY NAME

And

STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY AND FIRE PROTECTION (CAL FIRE)

The following is the cost share agreement between the above named agencies as it was negotiated for the following incident.

INCIDENT NAME:

INCIDENT NUMBER BY AGENCY:

INCIDENT START DATE AND TIME:

JURISDICTIONS:

INCIDENT CAUSE: COMMAND

STRUCTURE:

COST SHARE PERIOD: START:
END:

INCIDENT COMMANDER:
INCIDENT COMMANDER:
AGENCY REPRESENTATIVE:
AGENCY REPRESENTATIVE:

UNIFIED ORDERING POINT:

Agency Representatives participating in development of this cost share agreement.

NAME	AGENCY
NAME	AGENCY
NAME	AGENCY
NAME	AGENCY

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This cost share agreement between the Department of_____, [Enter Federal Agency Name(s)] and the State of California, Department of Forestry and Fire Protection (CAL FIRE) was prepared under the following guidelines:

1. In accordance with the California Master Cooperative Wildland Fire Management and Stafford Act Response Agreement (CFMA) between the USDA, Forest Service, USDI, Bureau of Land Management, USDI, National Park Service, USDI, Fish and Wildlife Service, USDI, Bureau of Indian Affairs, and the California Department of Forestry and Fire Protection (CAL FIRE).

2. _____
_____
_____

3. _____
_____
_____

COMPONENTS OF AN INITIAL ATTACK COST SHARE AGREEMENT SHOULD INCLUDE THE FOLLOWING:

- Incident name and numbers
- Jurisdictional agencies involved
- Start date and time
- Contact information for key agency personnel involved
- Reference of applicable cooperative fire agreement(s)
- Specific terms of the cost share agreement with clear intent
- Signatures of parties involved

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EXHIBIT D

SUPPLEMENTAL PROJECT PLAN

SUPPLEMENTAL NUMBER _____ TO CALIFORNIA MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AGREEMENT

For wildland fire cost share process, see Exhibit C, Cost Share Guide.

PROJECT AND FINANCIAL PLAN

I. INTRODUCTION

Brief description, where located, status of environment analysis, status compliance if applicable, design/specifications status.

List the authorizing law (Examples: Reciprocal Fire Protection Act, 42 U.S.C. 1856 or Cooperative Funds and Deposits Act, PL 94-148).

II. SCOPE AND DURATION

The description of this project is to _____. It is anticipated that this project will begin and will end_____.

III. PRINCIPAL CONTACTS

Principal contacts for each Agency for the administration of the project are:

Name:
Agency:
Address:
Telephone:
FAX:

IV. DETAILED PROJECT DESCRIPTION

A. Specific duties and tasks to be performed. Identify desired end results.

B. Identify tools and equipment needed and who will supply them.

C. Identify size of crew and who will be providing transportation

D. Other

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V. SUPERVISION AND TECHNICAL OVERSIGHT

VI. REIMBURSEMENT

Describe any relevant reimbursement and billing procedures, including to whom to send payment and the billing address.

1. FINANCIAL PLAN

List which Agency is reimbursing the other and detail items to be reimbursed. Reimbursement shall be made only for actual expenses incurred, not to exceed the estimated total reimbursement. Itemized documentation in support of all expenses is required. If this is for a wildland fire cost share agreement, see Exhibit C, Cost Share Agreement Template.

2. SIGNATURES

Unit Administrator Date

Agency

Unit Administrator Date

Agency

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EXHIBIT E

CHANGES TO DIRECT PROTECTION AREA (DPA)

Changes to Direct Protection Area (DPA) boundaries will be identified in collaboration between CAL FIRE and the affected Federal Agencies through an annual process to update the DPA spatial database. Changes can be divided into two groups -- Changes to negotiated boundaries (signature required) and other changes (signature not required). Proposed annual changes can be submitted as per the schedule provided below or as agreed to by CWCG Agency Directors.

The DPA boundaries delineated within the GIS data layer displays the most accurate line location based on accuracy of current jurisdictional land status and county parcel data. DPA boundaries may change as agencies acquire and/or dispose of lands or through negotiations between CFMA agencies. As incidents occur, the use of the master DPA GIS layer should be used to determine gross scale boundary locations. Locally updated and accurate GIS layers displaying land status shall be used during incidents to determine accurate DPA boundaries.

Process for Changes to Negotiated Boundaries

The current DPA geospatial database reflects the result of past negotiated agreements, specifically areas where one agency has agreed to provide protections of lands that are the legal responsibility of other signatory agencies, within specific negotiated boundaries. Typically, these negotiated boundaries follow identifiable features such as roads, rivers, canals, or ridgetops.

Changes can be proposed for negotiated boundaries, or to which agency lands are to be protected within the boundary. These are usually significant changes to the pattern of protection responsibility, and as such a completed Change Form with signatures is required. Signatures for agencies that are incurring a change in protection responsibility are required as part of the approval process. Signatures for other affected signatory agencies, for example those that administer lands within the change area, are required as part of the notification process.

Submission Packages for negotiated boundary changes will be created by local units and will include:

- Digital data in standard format displaying the proposed change(s)
- Change Form including description and rationale for proposed changes(s), and required signatures

Process for "Other" Changes or Adjustments

"Other" changes include the following:

<u>CAL FIRE</u>

- Incorporations/annexations of State Responsibility Area (SRA)
- Changes to Local Wildland Contracts, where CAL FIRE agrees to protect Local Responsibility Area (LRA) lands
- Inclusion or exclusion of lands from SRA approved by the California Board of Forestry and Fire Protection as part of the SRA review process
- GIS mapping error corrections

Federal Agencies

- All land acquisitions and disposals
- GIS mapping error corrections

Each agency will provide a GIS data layer for their specific "Other" changes. For each change, this includes a proposed DPA provider. For an acquisition by a federal agency (or new SRA), the proposed DPA provider can be inferred based on the existing pattern of negotiated agreements, i.e., who currently protects this agency's lands (or SRA) in the surrounding area. For instances where the proposed provider is not obvious, discussions need to occur at the local level to reach agreement on a proposed provider.

Note that many of the federal land acquisitions and disposals will not result in a DPA change. However, they are included in the process as part of the notification process so other agencies can confirm no DPA change is required, and so the change can be tracked in companion datasets such as SRA.

Each agency will need to review the proposed "Other" changes to verify that the new DPA provider is in fact consistent with existing agreements. Agencies will work to resolve any issues with proposed changes, and to identify if any of the changes affect negotiated boundaries and must go through the more formal process requiring signatures. Once any issues are resolved, each agency provides blanket approval for the entire package of changes through their CWCG representative.

Review of Proposed DPA Changes

Processing of DPA changes will be as follows:

- **Post**: DPA Data Steward will post all submitted changes so they are accessible to all CFMA agencies for review.
- **Notify**: DPA Data Steward will notify the CWCG representatives and their designated GIS staff via email with specified date upon which reviews must be completed.
- **Review**: Reviews will have identified version. Reviews will continue until all parties agree with the proposed changes and provide the DPA Data Steward written notification of acceptance.
- **Dispute Resolution**: If there are issues at any level within this process, the affected agencies can elevate the issue(s) to their respective agency's next level for review and resolution. If the next review level cannot resolve, then the issue can be sent to the CWCG for a decision.
- **Repost**: When issues are resolved, DPA Data Steward will notify the CWCG representatives that the final package is completed and pending their approval.
- **Records Retention**: Once DPA changes have been approved by CWCG, DPA Data Steward

will ensure all records and versions are archived and meet appropriate records retention management policies of the USDA.

Schedule

EVENT	DUE DATE
Annual submission process for proposed DPA changes begins. NOTE: CWCG will send a reminder letter requesting DPA updates annually by October 1st. The letter will provide links to resources that support the change submittal process (e.g. Change Form, standard GeoDatabase template, current DPA data and maps), and the name for each agency's data collection point.	October 1st
Each Agency will submit a geospatial database of "Other" changes (see above) that do not require signature to the DPA Data Steward.	December 1st
Agencies identify, gather, and submit proposed changes to negotiated DPA boundaries to State/regional DPA leads.	December 1st
Each Agency submits changes to negotiated DPA boundaries that require a signature to the DPA Data Steward.	January 6th
DPA Data Steward consolidates and prepares web map, hardcopy or PDF maps, and documentation for viewing submitted DPA changes.	February 15th
All Agency reviews will be finalized. All final changes or modifications are sent back to the DPA Data Steward	April 1st
DPA draft geospatial database ready for CWCG review	April 15th
CWCG reviews and approves final DPA geospatial database.	May 1st
Final DPA geospatial database posted and letter of notification sent.	May 15th
State and County DPA PDF maps posted by DPA Data Steward.	June 15th

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EXHIBIT F
Supplemental Agreement for Cooperative Use of Prescribed Fire

I. INTRODUCTION

Through the authorities of the CFMA, CAL FIRE, BLM, NPS, BIA, USFWS and the USFS work cooperatively in wildland fire management and other national domestic incidents. This cooperative relationship improves the efficiency of these programs by facilitating the coordination and exchange of personnel, equipment, supplies, services and funds among the Agencies. CFMA authorizes the cooperative use of agency resources for the purposes of performing prescribed fire or other fuels management related projects supporting prescribed fire. (Provisions 27, 31, and 40).

This Supplemental Agreement for Cooperative Use of Prescribed Fire, hereafter referred to as Supplemental Agreement, documents the cooperation between the parties to utilize interagency resources to perform prescribed fire or other fuels management related projects on lands within each agency's jurisdiction.

This Supplemental Agreement shall terminate upon the termination of CFMA.

II. PURPOSES OF THE SUPPLEMENTAL AGREEMENT

This Supplemental Agreement is intended to provide for the conduct of joint prescribed burning operations, site preparation, and necessary follow-up activities for specific prescribed burn units on non-federal and federal lands, where the operations serve the public interest and support the Agencies' missions.

As used in this Supplemental Agreement, "**joint prescribed burning**" is defined as the unified activity of two or more agencies, state or federal, or any combination thereof. "**Prescribed fire**" and "**prescribed burning**" are defined as planned ignition of fire within wildlands to accomplish specific objectives. These objectives may include, but are not limited to reduction of hazardous fuel accumulation, reduction of fire hazard, or providing for ecological restoration or ecosystem sustainability for the purposes of flood protection, wildlife and fisheries enhancement, watershed management, water yield improvement, preservation of future significant air quality impacts from unplanned wildland fire, and forest, rangeland, and ecosystem health.

This Supplemental Agreement also provides a mandatory template for the Project Specific Agreement and Operating Plan for the Agencies' use in performing prescribed fire or other fuels management related projects as provided for in Provisions 23 and 27 and Exhibit D of the CFMA. All parties agree to the terms and conditions provided in the template.

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III. MANAGEMENT PROVISIONS

Smoke Management. Within their authorities, the Agencies agree to cooperate in smoke management, smoke management rules and regulations, and to cooperate and support each Agency's mission in interactions with the California Air Resources Board (CARB) and other State equivalents, local Air Pollution Control Districts (APCDs), the US Environmental Protection Agency (EPA) relative to smoke management, and the California and Nevada Smoke and Air Committee (CANSAC), as well as the specific provisions or requirements included in the agency specific burn plan.

Cooperative Management. When cooperative management of joint prescribed burning operations is indicated, there will be clearly stated provisions for the termination of the cooperative management between ignition and completion of the joint prescribed burning operation.

IV. USE AND REIMBURSEMENT

Invoicing and Payment. Unlike emergency unplanned ignition fire incidents, prescribed fire is a planned event. Billing procedures shall be agreed to prior to project implementation and be consistent with requirements of Provision 54 (Billing Procedures) of CFMA. Payment processes and timing vary by agency, the specifics of which shall be described in the Project Specific Agreement and Operating Plan.

Advance and Reimbursable Payments and Offsets. Reimbursable payments are permitted. Advance payments are not permitted. Offsets may be permitted.

V. OTHER TERMS AND CONDITIONS

Modifications. Modifications within the scope of this Supplemental Agreement and the Project Specific Agreement and Operating Plan shall be made by mutual consent of the parties by written amendment of those document(s).

Non-exclusive instrument. This instrument in no way restricts the parties from participating in similar activities with other public or private agencies, organizations, and individuals.

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ATTACHMENT 1

CALIFORNIA MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT (CFMA)

Project Specific Agreement and Operating Plan Template
For Preparation and Use of Prescribed Fire

Project Agreement NUMBER_____

Between

[Below titles should reflect only the parties participating in this specific project]

UNITED STATES DEPARTMENT OF INTERIOR

[Add Agency]

UNITED STATES DEPARTMENT OF AGRICULTURE
UNITED STATES FOREST SERVICE
(USFS)

[Add Region 5, 6 or 4) And

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION (CAL FIRE)

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I. SCOPE AND DURATION

The description of this specific local project is to:

[Add general description of the project]

It is anticipated that this project will begin on_____and will end by _____. This Project Specific Agreement and Operating Plan shall terminate upon completion of the project or upon the termination of CFMA, whichever comes first.

II. PRINCIPAL CONTACTS

The Principal contacts for each agency for the administration of the local project are:

State Program Contact	State Administrative Contact
Name (individual/program) Agency Address Telephone e-mail address	Name (individual/program) Agency Address Telephone e-mail address
Federal Program Contact	**Federal Administrative Contact**
Name (individual/program) Agency Address Telephone e-mail address	Name (individual/program) Agency Address Telephone e-mail address

III. DETAILED PROJECT DESCRIPTION

Documentation required to be incorporated into this Project Specific Agreement and Operating Plan:

Joint prescribed burning operations and/or cooperatively managed joint prescribed burning operations that involve CAL FIRE jurisdiction will be documented by the current version of the Federal Land Management Agency Prescribed Burning Project Standard Agreement (PBPA) (RM-70), or the Prescribed Burning Standard Agreement (non- federal land) Prescribed Burning Project Standard Agreement (RM-75).

Attached to this local project plan are the following agreement forms:

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Include and reference the project(s) specific prescribed burn plan. For joint prescribed burning operations document the planned sequence of the project and the responsibilities of each of the participating agencies for activities to meet the project objectives. The prescribed burn plan for joint prescribed burning operations may include separate descriptive "plan segments" for lands of different jurisdictions (non-federal v. federal lands for example). These "plan segments" may present the tasks of planning and preparation undertaken by each participating agency.

A. Prescribed burning operations that involve CAL FIRE jurisdiction shall include a burn plan written to CAL FIRE Burn Plan Specifications.

B. Prescribed burning operations on federal lands administered by those agencies who are signatory to the federal *Interagency Prescribed Fire Planning and Implementation Procedures Guide (PMS-484)* shall include a prescribed fire plan consistent with direction in that Guide.

The attached burn plan for this project is: (name/date)

In addition, if not provided in the previously required documentation, attach a narrative and maps fully describing the local project. Including:

A. Describe the specific duties and tasks to be performed including those (any) assigned to each specific agency. Identify desired end results.

B. Identify tools and equipment needed and who will supply them.

C. Identify size of crew and who will be providing transportation.

D. Identify needed specific contingency resources

E. Other

IV. SUPERVISION AND TECHNICAL OVERSIGHT

Agencies will utilize and adhere to their current approved burn plan formats, policies, and personnel qualification systems. Agencies agree to accept the prescribed fire qualifications of personnel from other Agencies consistent with NWCG 310-1.

A qualified prescribed fire Burn Boss (federal lands), prescribed fire manager (federal lands), or Incident Commander (IC) (SRA) is the individual with the final authority for the following:

A. Implementing the prescribed burn plan;

B. Determining that the fuel and weather parameters are suitable to implement the

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prescribed burn plan;

C. Determining that all crews and equipment are ready; and

D. Directing all work assignments of personnel until the prescribed burning is completed and the fire is declared out. The qualified prescribed fire Burn Boss/prescribed fire manager/Incident Commander does not have the authority to make prescription changes. Such changes require approval by the agency official(s) responsible for approving the prescribed burn plan.

In the event a prescribed fire escapes and becomes a wildfire, the qualified prescribed fire Burn Boss, prescribed fire manager, or Incident Commander (IC) shall serve as the wildfire Incident Commander until such time as relieved by a qualified Incident Commander designated by the agency with jurisdiction.

Prescribed burn personnel and their roles for this local project are: (list here)

Escaped Prescribed Fires: Prior to ignition, the responsibility for wildfire suppression costs, management, and incident command for multi-jurisdictional cooperative joint prescribed fire operations, should the prescribed fire escape, shall be agreed upon and described in this Project Specific Agreement and Operating Plan.

An analysis of the benefits and risk components between the federal and non-federal land with the other components of the Prescribed Burn Plan will form the basis for the assignment of suppression cost responsibility and accountability. This analysis shall include binding approval of the appropriately authorized designated and named official from each agency involved.

Because State and Federal policies and definitions of what constitutes an escaped prescribed fire differ, document local agreement for this specific project of what will constitute an escape, and how it will be addressed/responded to here:

(Attach additional sheets as needed)

Unless more specifically described above, the qualified prescribed fire Burn Boss/Incident Commander shall declare a prescribed burning operation a wildfire when:

A. the fire exceeds (burns outside) the area designated for burning in the prescribed burn plan within federal ownership, and the escape cannot be brought back into prescription within 24-hours using contingency resources, or

B. the fire escapes or poses an immediate threat to land under ownership of a party not signatory to this Supplement, or other pre-existing agreement, and/or the fire behavior is such that assigned personnel and equipment cannot adequately

maintain control.

The qualified prescribed fire Burn Boss/prescribed fire manager/Incident Commander may declare a prescribed burning operation a wildfire when the fire behavior exceeds the parameters of the planned, approved prescription in the prescribed burn plan prescription.

V. USE AND REIMBURSEMENT

Invoicing and Payment. Payment processes and timing specifics shall be described in detail here:

[Add specific billing processes and/or attach any individual project and financial plans, cost share agreements, local operating plans, or other types of billing documents]

Invoices must be forwarded to: **[Add agency specific payment center address]**

Name (individual/program) Agency
Address
City, State, Zip Code

Nothing herein shall be interpreted as obligating any agency or as involving the United States or the State of California in any contract or other obligation for the future payment of money in excess of appropriations authorized by law and administratively allocated for the work contemplated in this Agreement.

VI. 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 Project Specific Agreement and Operating Plan. In witness whereof, the Parties hereto have executed this instrument as of the last date written below.

_____ _____

Agency or Unit Administrator Date

_____

Agency or Unit

_____ _____

Agency or Unit Administrator Date

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_____

Agency or Unit

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

_____

[Name] DATE

Grants and Agreements Specialist **or** Contracting Officer

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EXHIBIT G

Interagency Aircraft Utilization Guidelines

Introduction

Aircraft are limited resources that can have a critical effect on the success of wildland fire suppression efforts, therefore the State and Federal Agencies strive to achieve a high level of interagency cooperation in the utilization of aircraft.

The shared acquisition, deployment, and utilization of aviation facilities and resources to achieve fire suppression objectives are in the best interest of both state and federal taxpayers.

Therefore, it is incumbent upon the employees of all agencies to work cooperatively to achieve efficient utilization of aviation resources.

Deployment and Utilization

"Agency aircraft" deployed for initial attack in California are strategically located. All firefighting aircraft will be dispatched in accordance with the closest forces concept.

"Closest resource concept" will be followed by all agencies for initial attack (IA) and is defined as: Regardless of the controlling agency, the agency resource that has the shortest timeframe to reach a predetermined incident location first will be dispatched.

Agencies will maintain the right to replace cooperating aircraft with their own.

Aerial Supervision Aircraft (ATGS)

Aerial supervision aircraft are shared resources, and are used interchangeably on the fires of all cooperating agencies.

A. Initial Attack

The aerial supervision aircraft closest to the fire will be directly dispatched by the responsible dispatch office. Consideration must be given to limit the number of aerial supervision transitions. If the closest aerial supervision aircraft is committed, the ordering unit will place the request through their assigned GACC.

B. Diverts

One of the major roles of the Air Tactical Group Supervisor (ATGS) is to ensure airspace safety over an incident. An aerial supervision aircraft may be diverted to a new incident only when it is the closest resource and the diversion will not adversely affect the safe separation and coordination of aircraft remaining on the incident. The aerial supervision aircraft should be used on the incident with the greatest immediate need for airspace safety

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coordination. An additional aerial supervision aircraft can be ordered for the other incident.

C. No Divert

A "No Divert" notification of air support is for the direct and immediate threat to life of a firefighter or the public. The incident commander shall contact the ECC to advise of a "No Divert". When the threat has passed, the incident commander shall immediately advise the ECC that the "No Divert" is lifted. This procedure shall be used for genuine emergencies only. An advancing fire or structure threat is not, in itself, enough justification to request a "No Divert".

D. Extended Attack/Major Incidents

For long-term air operations, more than one aerial supervision aircraft should be assigned for rotation to assure adequate crew rest and continuous coverage. For large or complex operations multiple aerial supervision platforms (ATGS, Aerial Supervision Module, Lead Plane, Helicopter Coordinator, etc.) can be utilized to maintain an appropriate span of control and aerial supervision oversight in support of the incident objectives.

E. Supplemental Detection

Aerial supervision aircraft may be used as necessary for detection following lightning storms or for other purposes. Adjacent units should coordinate through appropriate dispatch channels as necessary. During multiple ignition events, supplemental aerial detection aircraft may be considered to enhance detection capability and reduce the dependence on aerial supervision aircraft.

Lead Planes/Aerial Supervision Module (ASM) Aircraft

A Lead Plane or ASM can be requested by an air tanker or aerial supervision aircraft regardless of agency. Lead Planes or ASMs will be requested through established dispatch channels.

Helicopter Coordinator Aircraft (HLCO)

One or more helicopter coordinators may be requested to maintain an appropriate span of control related to helicopter operations over an incident. Helicopter coordinator aircraft will be designated and confirmed with the controlling ECC when assigned this role.

When considering a HLCO platform, care must be taken to ensure that the selected helicopter is equipped with avionics capable of conducting the mission.

A. Initial Attack

The closest available helicopter with a qualified helicopter coordinator, regardless of

agency, may fill the helicopter coordinator role. Confirmation of the assignment will be established by the IC to the controlling ECC.

B. Extended Attack/Major Incidents

Requests for additional helicopter coordinators after initial attack will be placed through established dispatch channels.

Air Tankers

A. Initial Attack

For initial attack on any fire, the responsible State or Federal Agency dispatch office may directly dispatch "uncommitted" air tankers located at the base closest to the fire, regardless of whether the aircraft are owned/operated by State or Federal Agency. Additional air tankers must be requested through dispatch channels. The closest available air tanker will be mobilized. The unit dispatcher will send the closest air tanker based at their unit. If the closest air tanker is on an adjacent unit and is listed in the unit's wildland response plan, the dispatcher may place the request directly to that dispatch office. If said air tanker is not available, the request will be placed with the GACC for the closest available. If a federal incident requires "load and return" of State air tankers or additional air tankers are requested for the incident, the appropriate command center will request Federal air tankers to replace the State air tankers as soon as they become available, as per the Pressler Bill (Public Law 103-411).

B. Diverts

New fires will take priority over existing fires. If the closest air tankers to a new fire are already committed to other fires, a divert would normally be made, except when the Incident Commander has declared a "No Divert", due to an immediate, critical threat to life. The controlling dispatch office must immediately notify the appropriate higher-level dispatch office of any "No Divert" situation. While the specific divert process used may vary by protection unit and circumstance, each dispatch office has operational control of any aircraft in its jurisdictional airspace assigned to its agency's Order Number. In order to meet new incident initial attack needs without undue delay, the responsible dispatch office should normally give the divert order directly to the Aerial Supervision aircraft and/or Airtanker Base.

Diverts between protection units are to be requested through the appropriate Federal Agency GACC or Region Command Center (RCC).

C. Extended Attack/Major Incidents

Units will release all Lead Planes and/or air tankers daily and place requests for the next day needs by 1900 hours each night. The GACC coordinators will be responsible for negotiation with the protection unit to identify how many of the air tankers are available

for initial attack. Assignment of air tankers will be based on operational need and efficiency. State air tankers should NOT be considered as a replacement for Federal aircraft on extended attack or major Federal incidents in California.

Requests for more than four (4) State air tankers on a Federal or local government incident require CAL FIRE Region Duty Chief notification/approval. On state incidents, requests for more than four (4) Federal air tankers must have federal GACC coordinator approval.

All non-Federal aerial supervision aircraft and air tankers assigned to an extended attack or major incident will be released each night, regardless of their actual overnight location, and reordered with a new Request Number for the next day.

When several air tankers are operating out of one base, individual aircraft should be rotated to assure adequate crew rest and operational equity. Federal air tankers will adhere to the National Airtanker Rotation Policy as written in the Interagency Airtanker Operations Guide. In rare circumstances Incident Operations may request rotational use of the assigned air tankers. This must be approved on a case by case basis with concurrence of the Agency Duty Chief or IC of the Incident. Approvals will only be for that incident on that day. At no time will additional air tankers be dispatched to an incident unless it has been issued its own "A" request number.

D. Scooper Operations

Federal Scooper Operations will be conducted as written in the National Water Scooper Operations Plan.

Helicopters

A. Initial Attack

The closest available helicopter with crew will be mobilized, regardless of the agency requesting the helicopter or ownership of said aircraft.

Occasionally, an agency may augment its initial attack capability by bringing in additional aviation resources. All efforts should be made to include these aircraft into local dispatch run cards to assist in the closest available resources concept, regardless of helicopter type.

In the event the requested aircraft type is unavailable or a different type is closer to the incident, the dispatch office shall notify the requesting unit of the closest resources of varying type.

A helicopter without crew may be mobilized if requested. The request will be placed through established dispatch channels to the agency administering the helicopter base.

B. Extended Attack/Major Incidents

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Requests for additional helicopters after initial attack will be placed through established dispatch channels.

Because the initial attack helicopter modules are so valuable on initial attack, it is desirable to replace them with CWN helicopters when such aircraft are available and can meet the mission needs of the incident. If an initial attack helicopter is not being used for tactical firefighting purposes, it should be replaced with a CWN helicopter and module whenever possible.

C. Call-When-Needed (CWN) Helicopters

CWN helicopters with a module may be sent to the incident as an additional resource.

D. Non-Fire Use

Agency helicopters and exclusive use helicopters may be ordered on a reimbursable basis for emergency non-fire missions.

Military Aircraft

Military aircraft, ordered by type, may be used only after available agency and commercial aircraft are committed following existing guides and agreements.

Dispatching Procedures

Follow the National Interagency Mobilization Guide and the California Interagency Mobilization Guide.

Aircraft Accident Investigation

Pursuant to Public Law 103-411, the National Transportation Safety Board (NTSB) has been given the authority and responsibility to perform all aircraft accident investigations. If requested by the NTSB, the agency on whose order number the aircraft was assigned will take the lead in assisting with the investigation. As a result, the other involved agency/agencies will be in a supporting role. Refer to CFMA, Accident Investigations.

The sharing of information between agencies on accident investigations and their findings and probable causes is a valuable tool for safety and must be encouraged.

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EXHIBIT H

DPA Fire Reporting Guide

All agencies with Direct Protection Area (DPA) responsibility on land owned/managed by another agency (signatory to this agreement) agree to report fires occurring on those lands in their established fire reporting and perimeter databases and to provide this information to each signatory jurisdictional agency within each DPA.

Fire Occurrences:

Agencies will report and share a minimum of the following information:

1. Incident name
2. Fire/Incident Number (e.g. CA-HUU-010468)
3. Fire discovery date and time
4. Initial attack date and time
5. Fire containment date and time
6. Fire control date and time
7. Fire out date and time*
8. Latitude of point of ignition
9. Longitude of point of ignition
10. Reference datum (NAD1983, WGS1984, etc.)
11. Explanation of latitude/longitude format used (decimal degrees, ddmmss, etc.)
12. Reported acres burned
13. Acres burned by jurisdictional agency
14. All fields associated with fire cause
15. Total number of structures damaged
16. Total number of structures destroyed

* Currently "Fire control date and time" is not collected by the State. When the State redesigns their fire occurrence database, this field will be added for collection.

Fire Perimeters:

Agencies with DPA responsibility will also provide a GIS layer of the final fire perimeter for all DPA fires to each jurisdictional agency within their respective DPA. This includes all fires ten (10) acres or larger independent of jurisdictional acres burned.

Agencies will report and share a minimum of the following information:

1. Agency
2. Unit ID
3. Incident name
4. Fire/Incident Number (e.g. 010468)
5. Fire discovery date (alarm date)
6. Fire containment date
7. Collection Method

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8. Cause
9. Objective (Suppression/Resource Benefit)
10. Reported acres burned
11. GIS acres burned
12. Comments

Reporting Timeframes:

By February 1st each year, signatory agencies will make available their fire occurrence and perimeter data (e.g., GIS layer, Excel spreadsheet, database table) for fires within their DPA for all jurisdictions for the preceding year. The data will be forwarded to each agency's respective region/state headquarters.

Each agency can request at any time from a DPA agency an export of all fire occurrences to date within their fire occurrence database to meet agency policies and direction. This is with the understanding that the current export will only contain those fire occurrences that have an entered out date.

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EXHIBIT I

Fire Prevention and Law Enforcement

1. Fire Prevention

State personnel may conduct applicable fire prevention activities on FRA within State DPA. Federal personnel may conduct applicable fire prevention activities on SRA within Federal DPA, provided such activities are within their authorities. The specific responsibilities for these activities will be identified in the Operating Plan (AOP).

The agency with DPA responsibility may conduct applicable fire prevention activities on that DPA[3]. These activities may include:

- Writing fire permits (e.g., campfires, dooryard and other burn permits)
- Providing burn project notification (e.g., vegetation management, fuel reduction)
- Conducting fire prevention inspections required by Federal or State law (see Voluntary Fire Warden, Section 4)
- Notifying adjacent protection units of restrictions and closures
- Annually submitting ignition and inspection data

A. Fire Permits

The federal agency personnel with Voluntary Fire Warden (VFW) authority within their DPA responsibility, or local fire protection district authorized by the Director, may issue fire prevention-related permits such as campfire, dooryard, etc. (this does not include vegetation management program and brush land conversion burning on SRA in Federal Agency DPA). The writing of the permits will be addressed in the AOP to address local burning requirements and procedures.

B. Burning Projects

Federal agencies will consult the State when burning projects are being planned and conducted on FRA in State DPAs. The State will consult with Federal agencies when burning projects are being planned and conducted on SRA lands in Federal DPAs.

[3] This is contingent on the statutory authority to provide reciprocal fire prevention activities, currently permitted under the following statutes: 42 USC § 1856a, 43 USC § 1701 (permits State and Federal agency personnel to act on behalf of each other for fire suppression and prevention duties).

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The State will advise the Federal Agency of active Timber Harvest Plans in the Federal Agency's DPA.

C. Fire Prevention Inspections

The agency with DPA responsibility may conduct fire prevention inspections required by Federal or State law (e.g., defensible space, power line and railroad clearance, spark arrestor, or fire safety) as described in the AOP, based on the individual employees' authorities, including VFW's.

D. Restrictions and Closures

State and federal personnel in a protection unit will immediately provide notice to and consult with adjacent protection unit personnel when any protection unit plans, activates, or deactivates any suspension, closure, or restriction.

E. Ignition and Inspection Data

The Federal agencies will provide the State with fire ignition data and fire prevention inspection activity data for SRA lands for the preceding year by February 1st each year. The data will be forwarded to the agencies' respective state headquarters. The State will provide ignition data for the preceding year, by February 1st each year. The data will be forwarded as requested by federal agencies.

2. Origin and Cause Fire Investigation

The agency with DPA responsibility may conduct applicable fire investigation activities within their DPA. These activities may include:

- Preserving the general origin area
- Conducting origin and cause investigations
- Origin and cause investigation reporting
- Providing immediate notification of any civil or criminal case potential

A. Preserving Origin and Cause Area

As initial action is taken on a fire, the protecting agency is responsible to protect and preserve the suspected general origin area of the fire until appropriate investigative personnel arrive on scene. Each agency will document the action. Each agency will submit a copy of their agency fire report (i.e., FS-5100-29, CAL FIRE 7716, etc.) to the agency with original jurisdiction within 14 days of the fire's start.

B. Conducting Fire Origin and Cause Investigations

Authorized Federal agency personnel may conduct an origin and cause determination of any

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wildfire originating in federal DPA.[4] [5] [6] State agency personnel may conduct an origin and cause determination of any wildfire originating in State DPA. Agency personnel (administrators) may decide that a joint investigation is appropriate. After consulting with each other, authorized Agency administrators will determine whether the agency with original jurisdiction needs to assume the full responsibility for the overall investigation.

The State acknowledges the limitations and authorities on non-sworn law enforcement Federal personnel in conducting origin and cause determination investigations upon SRA within Federal DPA, specifically 43 USC 1733, 36 CFR 261.1(a)(2) and (a)(3), and 25 CFR 163.28(b). The State recognizes sworn Federal Law Enforcement (LE) personnel may be requested to conduct investigations upon SRA within Federal DPA, subject to the following conditions (See Section 3, Law Enforcement Specific Activities, below):

- Federal LE personnel are available
- Available Federal LE Personnel are qualified and trained to perform origin and cause determinations and fire investigations
- Federal LE personnel have been designated Voluntary Fire Wardens (VFW-LE) by the Director

Both State and Federal agencies shall assume the costs of the origin and cause investigation within their respective DPA's and are responsible for ordering the appropriate investigators through their respective resource ordering points, requesting an available, qualified investigator who has jurisdiction to conduct the origin and cause investigation. If the request is filled by an agency which does not have DPA responsibility, the request will be filled as assistance by hire with a corresponding request and order number originating from the requesting agency with DPA responsibility.

C. Origin and Cause Reporting

The agency with DPA responsibility will be responsible for reporting both SRA and FRA wildland fires within their respective reporting systems (e.g., CAIRS for the State).

After a fire investigation is concluded, un-redacted fire investigation reports will be provided to

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[4] Pursuant to 43 USC 1733, Bureau of Land Management Law Enforcement may conduct origin and cause determination on DPA.

[5] Per 36 CFR 261.1(a)(2) and (a)(3), Forest Service personnel have legal authority to be present off NFS lands when an act or omission affects, threatens, or endangers "property of the United States administered by the Forest Service" or "a person using, or engaged in the protection, improvement or administration of National Forest System…". When a wildland fire has been categorized as "controlled" or "out", the Forest Protection Officer (FPO) will cease the Origin and Cause determination and turn it over to sworn LEI personnel. FPOs may conduct Origin and Cause determinations for wildland fires that affect, threaten, or endanger NFS lands when:

- FAM completes a threat analysis on the wildland fire and determines the fire affects, threatens, or endangers NFS property.
- FAM provides notification of the wildland fire to the LEI Patrol Captain and whether an FPO has been assigned to conduct the origin and cause determination.
- The FPO has successfully completed all required FPO training and maintains FPO certification.
- The FPO has successfully completed all required INVF training and maintains INVF certification.
- The FPO has received Voluntary Fire Warden (non-peace officer) designation from the CAL FIRE Unit Chief.

[6] Pursuant to 25 CFR 163.28(b), Bureau of Indian Affairs may conduct origin and cause determination on DPA.

the agency with jurisdictional responsibility of the fire. Fire investigation reports for fires burning upon both State and Federal DPA, resulting in a cost sharing agreement, or where either State or Federal property is damaged by a fire, the investigation report shall be provided to the agency's respective unit or forest headquarters law enforcement personnel, via channels identified in the AOP.

- Each party agrees the fire investigation report includes information that the investigating agency may not otherwise disclose to the general public under State and Federal law, which includes, but it is not limited to, information exempt under the California Public Record Act (PRA), Information Practices Act (IPA), Confidential Information identified in Government Code, Section 6254, Freedom of Information Act (FOIA) (5 USC 552) and/or the Records Security Act (RSA) (5 USC 552(a)).
- The receiving agency is willing to receive disclosure of the Information, which includes Confidential Information, and the investigating agency wishes to disclose the Information, without waiving any privileges or protections that may apply to the disclosure of the Confidential Information, pursuant to the following terms:
  - "Confidential Information" means information designated by the investigating agency which is restricted, prohibited or privileged by State or Federal law. Confidential Information includes, but is not limited to, information exempt from disclosure under the PRA, IPA, Government Code sections 6250-6255, FOIA, RSA, information exempt from disclosure under HIPAA, financial, appraisal, statistical, personal, engineering, technical, and other data and information related to operations or planning as well as designated information provided to the investigating agency by non-employee agents.
  - Agency personnel allowed access to Confidential Information shall be limited to those persons with a demonstrable business need for such access.
  - The receiving agency shall take all necessary measures to protect Confidential Information provided by the investigating agency and shall impose all the requirements of this agreement on all of their respective officers, employees, and agents with regards to access to the Confidential Information. In the event the receiving agency experiences a security breach involving Confidential Information covered by this Agreement, the receiving agency agrees to notify the investigating agency within ten (10) business days of such breach.
  - Consistent with the provisions of the PRA, IPA, Government Code section 6254, FOIA and/or RSA, each agency agrees to treat information and documentation exchanged pursuant to this Agreement as Confidential Information. Any exchange of Confidential Information between the parties shall not constitute a "waiver" of any exemption under the PPA, IPA, and Government Code section 6254, FOIA and/or RSA. Any Confidential Information obtained by the Parties shall only be used for purposes which are consistent with existing law. Any Party receiving a PRA or FOIA request shall be the Party that determines whether the disclosure of Confidential Information in its possession is required. Should the receiving agency plan to release information deemed "Confidential" covered by this Agreement, the receiving agency will notify the investigating agency in writing of such intent, no less than ten (10) business days prior to such release. Upon notification of such intent, investigating agency shall promptly provide receiving agency any arguments supporting non-disclosure.

D. Civil or Criminal Case Potential

Each agency will notify the other within one week (7 calendar days) when there is potential for a fire suppression cost recovery case or a trespass case on a fire occurring on lands under the jurisdiction of the other agency or upon which the case is based upon the other investigation report.

3. Law Enforcement Specific Activities

All Federal and State law enforcement personnel associated with the agencies signatory to this agreement are encouraged to cooperatively train and to gain a familiarity with each organization and methodologies. Joint law enforcement operations pertaining to the enforcement of forest and fire laws are encouraged.

The agency with DPA responsibility will conduct applicable law enforcement duties when State or Federal law, and an agency's policy, allows and requires that the activity be conducted by law enforcement personnel.

The Cooperative Law Enforcement Agreement between CAL FIRE and the Pacific Southwest Region, see Attachment 1 of this Exhibit, designates USFS LE personnel (officers, rangers, and special agents) as Voluntary Fire Wardens (VFW-LEs) and affords those personnel the law enforcement authorities of peace officers with the purpose of enforcing the State's forest and fire laws.

State LE personnel may conduct applicable law enforcement activities upon FRA within State DPA and enforce applicable State laws. Federal personnel may conduct applicable law enforcement activities on SRA within Federal DPA and enforce applicable State forest and fire laws. The specific responsibilities for these activities will be identified in the Operating Plan.

Federal and State LE personnel will perform law enforcement duties on SRA/FRA within their respective DPAs when LE personnel have the requisite authority, jurisdiction, and availability.

Anticipated activities include, but are not limited to:

- Custodial arrests for actions related to a wildland fire investigation or forest and fire law regulation action.
- Issuances of citations for forest and fire law violations.
- Fire investigation or forest and fire law regulation action that requires armed personnel.

Federal LE personnel initiating criminal actions on behalf of the Director will provide the State with information necessary for the State Law Enforcement Report (LE-30). State personnel will create annual reports of criminal actions they initiate for violations on FRA within State DPA and provide them to the Federal LE agencies. The information shall be provided to the agency's respective unit or forest headquarters law enforcement personnel, via channels identified in the OP.

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If LE is required upon SRA/FRA within the other's DPA, but no LE is immediately available from the agency having DPA responsibility, the agency with DPA responsibility shall immediately inform the jurisdictional agency. The jurisdictional agency will provide an estimated time as to when the soonest law enforcement officer will be available and responding.

4. Voluntary Fire Warden Designation

The Director has the responsibility for enforcing State forest and fire laws on the lands of California. To that end, the Director may appoint any United States Forest Service employee within this State as a Voluntary Fire Warden. The Director may also appoint, in such number and localities as he/she deems wise, public-spirited citizens to act as Voluntary Fire Wardens. Those appointed shall have all the powers given to Fire Wardens by the Director.

The Director may appoint Voluntary Fire Wardens with powers conferred by law upon peace officers listed in Section 830.37 of the California Penal Code (PC); provided, however, that the primary duty of the peace officer shall be the enforcement of forest laws and regulations (PRC 4156). Alternatively, the Director can appoint Voluntary Fire Wardens who are not afforded peace officer powers. This creates the possibility for two distinct classifications of Voluntary Fire Wardens, designated within this exhibit as VFW for non-peace officers and VFW-LE for those afforded limited peace officer powers for the enforcement of forest and fire laws pursuant to PC 830.37.

Federal agency personnel with SRA responsibility within their DPA may be appointed as VFWs or VFW-LEs as described below.

A. Voluntary Fire Wardens without State Law Enforcement Authority

Non-sworn Law Enforcement, Federal, or Fire Prevention personnel may be designated representatives of the Director as Voluntary Fire Wardens (VFWs) who are not afforded peace officer authorities. The purpose of this designation is for the performance of the fire prevention inspections and fire investigation duties, where appropriate and authorized, on SRA within the Federal DPA.

To be appointed as a VFW, the candidate must have completed all required INVF training and maintain INFV certification. Additional qualifications for candidates may be subject to current and future attachments to this agreement.

By April 15th, Federal agencies will submit to the appropriate State Unit Chief the names of non-sworn law enforcement personnel and volunteers who are trained to perform the fire prevention responsibilities for which VFW designation is sought. The State Unit Chief will respond in writing with a list of the approved designees.

B. Voluntary Fire Wardens with State Law Enforcement Authority

Federal Law Enforcement personnel may be designated representatives of the Director as Voluntary Fire Wardens (VFW-LE), who are afforded peace officer authorities. The purpose of this designation is for the performance of the fire prevention and fire investigation duties, where appropriate and authorized, listed in this Exhibit on SRA within the Federal DPA.

To be appointed as a VFW-LE, the following shall apply:

- The nominated law enforcement officer shall be in good standing with the Federal agency by which he/she is employed.
- The officer shall be current on all required agency training.
- The officer must meet the training requirements set forth in California Penal Code § 832.

Law enforcement officers with the USFS are appointed VFW-LE pursuant to the Cooperative Law Enforcement Agreement between CAL FIRE and the USFS Pacific Southwest Region, Attachment 1 to this exhibit.

For Federal law enforcement officers, not employed by the USFS, Federal agencies will submit to the appropriate State Unit Chief, by April 15th, the names of law enforcement personnel who are trained to perform the fire prevention responsibilities for which VFW-LE designation is sought. The State Unit Chief will respond in writing with a list of the approved designees. Alternatively, Federal agencies may develop, and the Director may approve, a similar agreement as Attachment 1 to this exhibit.

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Attachment 1

Cooperative Law Enforcement Agreement
Between the California Department of Forestry and Fire Protection and the Pacific Southwest Region of the USDA Forest Service

The Director (the "Director") of the California Department of Forestry and Fire Protection (the "Department") and the Pacific Southwest Region of the United States Department of Agriculture, Forest Service (the "Forest Service") enter into this Cooperative Law Enforcement Agreement ("Agreement"). California Penal Code § 830.37(c); California Public Resources Code § 4151; 16 USC §§ 551a, 553, and 559g(c); and 36 CFR § 211.3 provide the Director and the Forest Service authority to enter into this Agreement.

Whereas, the Director has responsibility for enforcing state forest and fire laws on the lands of California.

Whereas, the Forest Service has responsibility for administering, managing, and protecting National Forest System lands in California.

Whereas, California Public Resources Code § 4151 authorizes the Director to designate Forest Service Special Agents and Law Enforcement Officers as Voluntary Fire Wardens.

Whereas, California Public Resources Code § 4156 confers upon Voluntary Fire Wardens the power to enforce forest laws and regulations and state fire laws and regulations.

Whereas, the Director and the Forest Service agree that it is mutually beneficial for Forest Service Special Agents and Law Enforcement Officers to exercise the powers of a Voluntary Fire Warden. The Voluntary Fire Warden authority will help the Forest Service protect National Forest System lands and State Responsibility Area lands within the Forest Service's Direct Protection Area from wildland fire events and allow for more efficient enforcement of forest and fire laws. The Voluntary Fire Warden authority will also increase the coordination and collaboration between the Department and the Forest Service.

Therefore, the Director authorizes all Forest Service Special Agents and Law Enforcement Officers to exercise the powers of a Voluntary Fire Warden in the State of California. Forest Service Special Agents and Law Enforcement Officers who exercise the powers of a Voluntary Fire Warden may enforce forest laws and regulations and state fire laws and regulations on National Forest System lands and on State Responsibility Area lands within the Forest Service's Direct Protection Area when reasonably necessary to protect National Forest System lands. Forest Service Special Agents and Law Enforcement Officers who exercise the powers of a Voluntary Fire Warden may also perform fire origin and cause investigations on State Responsibility Area lands within the Forest Service's Direct Protection Area when reasonably necessary to protect National Forest System lands. This appointment is made with the following conditions:

1. Forest Service Special Agents and Law Enforcement Officers who exercise the powers of a Voluntary Fire Warden must meet the training requirements set forth in California Penal Code § 832.

2. The Director and the Department assume no liability for Forest Service Special Agents and Law Enforcement Officers who exercise the powers of a Voluntary Fire Warden.

This Agreement will remain in effect for 6 years from date of the last signature on this agreement and may be amended only upon the written mutual consent of the Director and the Forest Service Regional Special Agent-in-Charge. This Agreement may be terminated by either the Director or the Forest Service Regional Special Agent-in-Charge for any reason upon 30-days written notice or immediately upon showing of good cause.

The designated representative for the Department in this Agreement is the Director; the designated representative for the Forest Service is the Regional Special Agent-in-Charge. All notices concerning this Agreement will be sent to the Director and the Regional Special Agent-in-Charge.

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EXHIBIT J

CFMA Glossary

Administrative Charge: That pre-established percentage charge that may be applied by the billing agency as determined by agency policy.

Agency: An agency is a division of government with a specific function, or a non-governmental organization (e.g., private contractor, business, etc.) that offers a particular kind of assistance. In ICS, agencies are defined as jurisdictional (having statutory responsibility for incident mitigation), or assisting and/or cooperating (providing resources and/or assistance).

Agency Administrator: Managing officer of an agency, division thereof, or jurisdiction having statutory responsibility for incident mitigation and management. Examples: NPS Park Superintendent, BIA Agency Superintendent, USFS Forest Supervisor, BLM District Manager, FWS Refuge Manager, State Unit Chief or designee, Fire Chief, Police Chief.

Agency Aircraft: Any firefighting fixed or rotary-winged aircraft owned or contracted exclusively to the State or Federal Agencies.

Agency Administrator Representative: This ICS position serves as the point of contact for an assisting or cooperating agency which has been delegated authority to make decisions on matters affecting that agency's participation at the incident and reports to the Liaison Officer.

Annual Operating Plan (AOP): An annually updated document authorized by the appropriate officials for implementing the Cooperative Incident Management Agreement in their respective areas of responsibilities.

Assistance by Hire: Fire suppression resources and associated support resources needed to fill the incident order that are to be paid for by the protecting agency. Reimbursement is based on compliance with authorities and agreements in place at the time of the incident.

Available: Following the Incident Command System protocols, the status of a fire fighting resource that indicates its availability for assignment on an incident.

Boundary Fire: A fire burning on or directly adjacent to the Direct Protection Boundary between the State and the Federal Agencies.

California Mobilization Guide: Interagency procedures for requesting, documenting and sending resources to incidents within the State of California.

California Wildfire Coordinating Group (CWCG): Executive level interagency committee made up of representatives from the USDA Forest Service, California Department of Forestry and Fire Protection, USDI Bureau of Land Management, USDI National Park Service, USDI Bureau of Indian Affairs, USDI Fish and Wildlife Service, Contract Counties Representative, and California Office of Emergency Services.

Call-When-Needed (CWN): Generally refers to aircraft certified by the State or Federal Agencies for intermittent use.

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Closest Forces Concept: The philosophy of committing the closest available appropriate resources, regardless of ownership, as described in the Annual Operating Plan, to a wildfire for initial attack or for critical need.

Containment: The status of a wildland fire suppression action signifying that a control line has been completed around the fire, and any associated spot fires, which can reasonably be expected to stop the fire's spread.

Contract County: Six county fire departments within the State of California that provide initial attack fire suppression to the State responsibility Area within each County through agreements with the California Department of Forestry and Fire Protection. The counties are Kern, Los Angeles, Marin, Orange, Santa Barbara and Ventura. These contracts are for the protection for SRA only, as state law does not provide for the state to contract with counties for the protection of FRA. These counties are not a party to this CFMA agreement.

Contracting Agency: The agency that holds a contract for specific services or commodities with a vendor.

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

Cost Apportionment: One of four methods used to determine cost share responsibility. This method is based on the suppression effort of ground and air resources.

Cost Pool: Accumulated costs paid by an agency for an incident. The pool will include suppression, support and administrative costs incurred by that agency for that incident. This term is used to describe the total costs brought by an agency to a Cost Share Settlement meeting.

Cost Sharing Agreement: Agreements that document the financial responsibility for incident resource costs, possibly identifying requirements of other party payments.

Cost Share Settlement: Process in which agencies involved in a Cost-Shared Incident or activity bring their respective sharable costs for an incident or activity to a meeting in which those costs are validated and then redistributed according to the Cost Share Agreement.

Delegation of Authority: A statement provided to the incident commander by the agency executive delegating authority and assigning responsibility. The delegation of authority can include objectives, priorities, expectations, constraints and other considerations or guidelines as needed. Many agencies require written delegation of authority to be given to incident commanders prior to their assuming command on larger incidents.

Detection: The act or system of discovering and locating fires.

Direct Costs: All costs associated with direct incident operations and incident support ordered by or for the incident. Excludes Overhead Costs.

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Direct Protection Area (DPA): That area which, by law or pursuant to the terms of this agreement, is provided wildland fire protection by the State or by the Federal Agencies. DPAs may include a mixture of state and federal responsibility areas

Direct Protection Area Maps: Official maps which identify areas of direct wildland fire protection for each agency.

Emergency Support Function (ESF): A grouping of government and certain private-sector capabilities into an organizational structure to provide the support, resources, program implementation, and services that are most likely to be needed to save lives, protect property and the environment, restore essential services and critical infrastructure, and help victims and communities return to normal, when feasible, following domestic incidents. The ESFs serve as the primary operational-level mechanism to provide assistance to State, local, and tribal governments or to Federal departments and agencies conducting missions of primary Federal responsibility.

ESF Primary Agency: A Federal Agency designated as an Emergency Support Function primary agency serves as a Federal executive agency under the Federal Coordinating Officer (FCO) to accomplish the ESF Mission.

Facility Operating Plan: A document developed in accordance with the terms of this agreement, at the appropriate State and Federal Agency administrative level for the sharing of facilities, equipment, and support activities detailing the responsibilities and any financial obligations of the State and Federal Agency (ies) involved.

Federal Responsibility Area (FRA): Those lands administered or controlled by the Federal Government for which the Federal Agencies have administrative and protection responsibility.

Field Review: A review of fire protection designed to verify that the boundaries and suppression forces of any signatory agency conform to the intent of this Cooperative Fire Protection Agreement.

Fire Management Activities and/or Services: Any or all activities that relate to managing fire or fuels on lands under the jurisdiction of any agency to this Agreement. Activities include, but are not limited to: suppression, prescribed fire/fuels management, fire analysis/planning, rehabilitation, training, prevention, public affairs, and other beneficial efforts.

Fire Prevention: Activities such as public education, community outreach, law enforcement, engineering, and reduction of fuel hazards that are intended to reduce the incidence of unwanted human-caused wildfires and the risks they pose to life, property or resources.

FIRESCOPE: The FIRESCOPE program originated in Southern California, organized under the acronym, "**FI**refighting **RE**sources of **S**outhern **C**alifornia **O**rganized for **P**otential **E**mergencies" in 1972. By legislative action, the FIRESCOPE Board of Directors and the Office of Emergency Services Fire and Rescue Service Advisory Committee were consolidated into a working partnership on September 10, 1986. This consolidation represents all facets of local, rural, and metropolitan fire departments, the California Department of Forestry and Fire Protection, and federal fire agencies. Through this partnership, FIRESCOPE was established as a statewide program under the redefined acronym "**FI**refighting **RES**ources of **C**alifornia **O**rganized for **P**otential **E**mergencies."

Fuels Management: The purpose of fuels management is to reduce hazardous fuels and risks to human communities and improve the health of the land by creating fire-resilient landscapes and restoring fire-adapted ecosystems.

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

Incident: An occurrence or event, either human-caused or natural phenomena, that requires action by emergency service personnel to prevent or minimize loss of life or damage to property and/or natural resources.

Incident Command System (ICS): A standardized on-scene emergency management concept specifically designed to allow its user(s) to adopt an integrated organizational structure equal to the complexity and demands of single or multiple incidents, without being hindered by jurisdictional boundaries.

Incident Commander (IC): This ICS position is responsible for overall management of the incident and reports to the Agency Administrator for the agency having incident jurisdiction. This position may have one or more deputies assigned from the same agency or from an assisting agency(s).

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

Indirect Cost: See administrative costs.

Initial Attack: A planned response to a wildfire given the wildfire's potential fire behavior. The objective of initial attack is to stop the fire and put it out in a manner consistent with firefighter and public safety and values to be protected.

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

Initial Attack Fire: Fire that is generally contained by the resources first dispatched, without a significant augmentation of reinforcements, within two hours after initial attack, and full control is expected within the first burning period.

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

Interagency: Involvement of two or more agencies to this Agreement.

Jurisdictional Agency: The agency having overall land and resource management and/or wildland fire protection responsibility for a specific geographical or functional area as provided by federal, state or local law.

Level of Fire Protection: Identifies the degree of protection to be provided with recognition that lands of equal hazard, risk, and value under similar conditions shall receive a comparable level of protection.

Local Agreement: An agreement between adjoining or closely aligned agencies/jurisdictions that identifies the terms and conditions for providing assistance to each other. These agreements can take many forms,

including Mutual Aid, Automatic Aid, Joint Powers, etc.

Local Government: A county, municipality, city, town, township, local public authority, school district, special district, intrastate district, council of governments (regardless of whether the council of governments is incorporated as a nonprofit corporation under State law), regional or interstate government entity, or agency or instrumentality of a local government; an Indian tribe or authorized tribal organization or, in Alaska, a Native Village or Alaska Regional Native Corporation; or a rural community, unincorporated town or village, or other public entity. (As defined in section 2(10) of the Homeland Security Act of 2002, Public Law 107-296, 116 Stat. 2135, et seq. (2002).)

Local Government Fire Protection: Includes those political subdivisions (Fire Districts, Community Services Districts, County Service Areas, etc.) of the State of California with primary responsibility for life and property fire protection. Where these entities exist within designated SRA and FRA, the primary responsibility for wildland fire protection rests with the State or Federal agency that has the DPA responsibility, resulting in a dual fire protection situation. However, where the lands in the State are designated as Local Responsibility Area (LRA), as within cities and other classified unincorporated areas, all fire protection responsibility rests with the established local government entity.

Local Responsibility Area (LRA): Lands within the exterior boundaries of any city, or lands not classified as FRA or SRA. Such lands would include agricultural and other areas void of watershed, forest, brush, or rangeland values.

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

Move-Up And Cover: System of redistributing remaining personnel and equipment following dispatch of other forces among a network of fire stations to provide the best possible response within the fire department's direct protection area in the event of additional calls for emergency assistance.

Multi-Jurisdictional Incident: An incident requiring action from multiple agencies that each have jurisdiction to manage certain aspects of an incident. In ICS, these incidents will be managed under Unified Command.

Multi-Agency Coordination (MAC)
A generalized term which describes the functions and activities of representatives of involved agencies and/or jurisdictions who come together to make decisions regarding the prioritizing of incidents, and the sharing and use of critical resources. The MAC organization is not a part of the on-scene ICS and is not involved in developing incident strategy or tactics.

Mutual Aid: Mutually agreed upon assistance in firefighting or investigation by fire agencies, without regard for jurisdictional boundaries.
Mutual Aid Agreement: Written agreement between agencies, organizations, and/or jurisdictions that they will assist one another on request by furnishing personnel, equipment, and/or expertise in a specified manner.

National Incident Management System (NIMS): A system mandated by HSPD-5 that provides a consistent, nationwide approach for Federal, State, local, and tribal governments; the private sector; and NGOs to work effectively and efficiently together to prepare for, respond to, and recover from domestic

incidents, regardless of cause, size, or complexity. To provide for interoperability and compatibility among Federal, State, local, and tribal capabilities, the NIMS includes a core set of concepts, principles, and terminology. HSPD-5 identifies these as the ICS; multi-agency coordination systems; training; identification and management of resources (including systems for classifying types of resources); qualification and certification; and the collection, tracking, and reporting of incident information and incident resources.

National Interagency Incident Management System (NIIMS): An NWCG developed program consisting of five subsystems which collectively provide a total systems approach to all-risk incident management. The subsystems are: The Incident Command System, Training, Qualifications and Certification, Supporting Technologies, and Publications Management.

National Wildfire Coordinating Group (NWCG): The National Wildfire Coordinating Group provides national leadership to enable interoperable wildland fire operations among federal, state, local, tribal, and territorial partners.

Operating Plan (Annual): An annually updated document authorized by the appropriate officials for implementing the Cooperative Fire Management Agreement in their respective areas of responsibilities.

Operating Plan for Cooperative Incident Billing Procedures: A document developed in accordance with the terms of this agreement that defines each agency's billing and settlement procedures.

Prescribed Fire: A wildland fire originating from a planned ignition to meet specific objectives identified in a written, approved, prescribed fire plan for which NEPA requirements (where applicable) have been met prior to ignition (see planned ignition).

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

Pre-Suppression: Activities in advance of fire occurrence to ensure effective suppression action, including planning the organization, recruiting and training, procuring equipment and supplies, maintaining fire equipment and fire control improvements, and negotiating cooperative and/or mutual aid agreements.

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

Protection Area Maps: Official maps of the annual operating plans.

Protecting Agency: The Agency responsible for providing wildfire protection, incident management and other activities to a given area pursuant to its jurisdictional responsibility or agreed upon protection responsibility as specified and provided by federal or state law, contract, or agreement.

Protection: The actions taken to limit the adverse environmental, social, political, and economical effects of fire.

Protection Boundaries: The exterior perimeter of an area within which a specified fire agency has assumed a degree of responsibility for wildland fire control. It may include land in addition to that for which the agency has jurisdiction or contractual responsibility.

Response: Activities that address the short-term, direct effect of an incident, including immediate

actions to save lives, protect property, and meet basic human needs. Also includes the execution of emergency operations plans as well as mitigation activities designed to limit the loss of life, personal injury, property damage, and other unfavorable outcomes.

Responsibility Areas: Agency with primary responsibility for fire suppression on any particular land area. See definitions for Local Responsibility Area (LRA), State Responsibility Area (SRA), and Federal Responsibility Area (FRA) elsewhere in glossary.

Standardized Emergency Management System (SEMS): The Standardized Emergency Management System is the cornerstone of California's emergency response system and the fundamental structure for the response phase of emergency management. The system unifies all elements of California's emergency management community into a single integrated system and standardizes key elements.

State Responsibility Area (SRA): Lands exclusive of cities and FRA, regardless of ownership, classified by the California Board of Forestry as areas in which the primary financial responsibility for preventing and suppressing fires is that of the State of California. These are lands covered wholly or in part by timber, brush, undergrowth or grass, whether of commercial value or not, which protect the soil from erosion, retard runoff of water or accelerate percolation and lands used principally for range or forage purposes.

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

Structure Defense: The protection of homes or other structures from wildland fire before the fire reaches the structure; exterior fire protection measures.

Structural Fire Protection: Fire suppression within a structure.

Supporting Agency: An agency providing wildland fire response or other support and resource assistance to a protecting agency.

Suppression: All the work of confining and extinguishing a fire beginning with its discovery.

Uncommitted: Not assigned to an incident on an Order Number and Request Number.

Unified Command: An application of ICS used when there is more than one agency with incident jurisdiction or when incidents cross political jurisdictions. Agencies work together through the designated members of the Unified Command to establish their designated Incident Commanders at a single ICP and to establish a common set of objectives and strategies and a single Incident Action Plan.

This is accomplished without losing or abdicating authority, responsibility, or accountability.

Unified Ordering Point (UOP): When an incident involves more than one jurisdiction, and unified command is activated, a unified ordering point (UOP) shall be established as a single ordering point for all resources required by the incident. The goal of the UOP is to allow the agencies involved in the incident the opportunity to fill requests at the lowest level including the use of local mutual aid and assistance, to avoid duplication of orders and to provide a single system for tracking resources for cost share agreements.

The UOP will use the Order Number that has been assigned by the agency in whose Direct Protection Area (DPA) the incident started. This number should not change for the duration of the incident.

Use of Wildland Fire: Wildland fire used to protect, maintain, and enhance resources and, as nearly as possible, be allowed to function in its natural ecological role. Use of fire will be based on approved Fire Management Plans

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

Wildland: An area in which development is essentially non-existent, except for roads, railroads, powerlines, and similar transportation facilities. Structures, if any, are widely scattered.

Wildland Fire: A general term describing any non-structure fire that occurs in vegetation and/or natural fuels including both prescribed fire and wildland fire.

> **Fire Type**: Two distinct types of wildland fire have been defined and include wildfire - unplanned ignitions or prescribed fires that are declared wildfires and prescribed fires - planned ignitions.

Wildland Fire Decision Support System (WFDSS): The Wildland Fire Decision Support System (WFDSS) assists fire managers and analysts in making strategic and tactical decisions for fire incidents. It has replaced the WFSA (Wildland Fire Situation Analysis), Wildland Fire Implementation Plan (WFIP), and Long-Term Implementation Plan (LTIP) processes with a single process that is easier to use, more intuitive, linear, scalable, and progressively responsive to changing fire complexity.

Wildland Fire Protection: Those activities commonly referred to as detection, prevention, pre-suppression, suppression, and repair of suppression activity damage that cumulatively contribute to the management, control or elimination of wildfires.

Wildland Urban Interface (WUI): The line, area, or zone where structures or other human development meet or intermingle with undeveloped wildland or vegetative fuels (i.e., I-Zone or urban interface).

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