

FS Agreement No.

| | |
|---------------------------|------------|
| 09-FI-11080900-001 | |
| Cooperator Tax ID No. | 71-0847443 |
| Cooperator DUNS No. | 096794883 |
| Expiration Date | |

**COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE
AGREEMENT**

Between
the

**UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE
Ouachita National Forest, Ozark-St. Francis National Forest
(Region 8, agreement number and DUNS No. **929332484****

and the
STATE OF ARKANSAS
Arkansas Forestry Commission
DUNS No. **096794883**

TABLE OF CONTENTS

| | |
|--|-----------|
| I) AUTHORITIES | 4 |
| II) PURPOSE | 5 |
| III) RECITALS | 6 |
| IV) INTERAGENCY COOPERATION | 7 |
| 7. National Incident Management System | 7 |
| 8. Annual Operating Plans | 7 |
| 9. Arkansas-Oklahoma Interagency Coordination Dispatch Center | 7 |
| 10. The Southern Area Interagency Coordination Center | 8 |
| 11. Interagency Resources | 8 |
| 12. Standards | 8 |
| 13. Definition of Responsibilities | 8 |
| 14. Protection Planning | 8 |
| 15. Protection Areas and Boundaries | 8 |
| 16. Methods of Fire Protection and Suppression | 9 |
| 17. Joint Projects and Project Plans | 9 |
| 18. Fire Prevention | 9 |
| 19. Public Use Restrictions | 10 |
| 20. Burning Permits | 10 |
| 21. Prescribed Fire and Fuel Management | 10 |
| 22. Smoke Management | 10 |
| V) OPERATIONS | 10 |
| 23. Closest Forces Concept | 10 |
| 24. Fire Notifications | 10 |
| 25. Boundary Line Fires | 10 |
| 26. Independent Action | 11 |
| 27. Escaped Prescribed Fires | 11 |
| 28. Wildland Fire Use Incidents | 11 |
| 29. Appropriate Management Response | 11 |
| 30. Delegation of Authority | 11 |
| 31. Preservation of Evidence | 11 |
| VI) USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES | 12 |
| 32. Appropriated Fund Limitation | 12 |
| 33. Duration of Assignments | 12 |
| 34. Supplemental Fire Suppression and Cost Share Agreement | 12 |
| 35. Procurement | 12 |
| 36. Loaned Equipment and Supplies | 12 |
| 37. Licensing | 12 |
| 38. Training | 12 |
| 39. Communication Systems | 12 |
| 40. Fire Weather Systems | 12 |
| 41. Aviation Operations | 13 |
| 42. Billing Procedures | 13 |
| 43. Cost Recovery | 13 |
| VII) GENERAL PROVISIONS | 13 |
| 44. Personnel Policy | |

| | | |
|--|----|------------------|
| | 13 | |
| 45. Mutual Sharing of Information | | 13 |
| 46. Accident Investigations | | 13 |
| 47. Purchaser, Contractor, Operator, Permittee, Etc., Fires | | 13 |
| 48. Waiver | | 13 |
| 49. Modifications | | 14 |
| 50. Annual Review | | 14 |
| 51. Duration of Agreement | | 14 |
| 52. Termination Clause | | 14 |
| 53. Previous Agreements Superseded | | 14 |
| 54. Authorized Representatives | | 15 |
| Signatures | | 15 |
| EXHIBIT A. GLOSSARY OF TERMS | | 16 |
| EXHIBIT B. PRINCIPAL CONTACTS | | 19 |
| EXHIBIT C. OPERATING PLAN OUTLINE GUIDE | | 20 |
| EXHIBIT D. REIMBURSABLE BILLINGS AND PAYMENTS | | 23 |
| EXHIBIT E. SUPPLEMENTAL PROJECT PLAN | | |
| 25 | | |
| EXHIBIT F. SUPPLEMENTAL FIRE SUPPRESSION AND COST SHARE AGREEMENT | | 27 |
| <u>EXHIBIT G. USE AND REIMBURSEMENT FOR STAFFORD</u> | | |
| <u>ACT SHARED RESOURCES</u> | | <u>32</u> |
| <u>EXHIBIT H. GLOSSARY OF TERMS FOR STAFFORD ACT RESPONSE</u> | | |
| <u>36</u> | | |

I) By THE FOLLOWING AUTHORITIES:

Reciprocal Fire Protection Act of May 27, 1955, (69 Stat. 66; 42 U.S.C. 1856) (Federal Agencies)
Economy Act of June 30, 1932, (31 U.S.C., 1535 as amended) (Federal Agencies)
Disaster Relief Act of May 22, 1974, (42 U.S.C. 5121 as amended) (Federal Agencies)
Robert T. Stafford Disaster Relief and Emergency Assistance Act (P.L. 93-288) (Federal Agencies)
Homeland Security Act of 2002 (H.R. 5005-8)
Homeland Security Presidential Directive-5 (HSPD-5)
Watershed Restoration and Enhancement Act of 1998, P.L. 105-77;
National Indian Forest Resources Management Act (P.L. 101-630, Title III) (Interior Agencies)
Taylor Grazing Act of June 28, 1934, (48 Stat. 1269; 43 U.S.C. 315) (BLM, FS)
Granger-Thye Act of April 24, 1950, (16 U.S.C., Sec 572) (FS)
Cooperative Funds and Deposits Act of Dec 12, 1975, (P.L. 94-148, 16 U.S.C. 565) (FS)
Cooperative Forestry Assistance Act of July 1, 1978, as amended (16 U.S.C. 2101) (FS)
Cooperative Funds Act of June 30, 1914, (16 U.S.C. 498) (FS)
Department of the Interior and Related Agencies Appropriations Act, 1999, as included in P.L. 105-277, section 101(e);
Federal Land Policy and Management Act of Oct. 21, 1976, (P.L.94-579; 43 U.S.C.)(BLM)
NPS Organic Act (16 U.S.C.1) (NPS)
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)
(State of Arkansas Constitution of 1874; Amendment 35)
35 Statute 259, 16 United States Code 553, 92 Statute 353, 16 United States Code 1600-1601
(An) Act of July 22, 1937(Bankhead-Jones Farm Tenant Act), 50 Statute 525, and 36 CFR 241.2 of the Forest Service United States Department of Agriculture
The Arkansas Constitution of 1847
Arkansas Code, Title 15, Subtitle 3, Chapter 31, the Arkansas Forestry Commission, Subchapter 1, 1953 and amendments thereto.

Subpart 17.5—Interagency Acquisitions Under the Economy Act

17.500 Scope of subpart.

(a) This subpart prescribes policies and procedures applicable to interagency acquisitions under the Economy Act (31 U.S.C. 1535). The Economy Act also provides authority for placement of orders between major organizational units within an agency; procedures for such intra-agency transactions are addressed in agency regulations.

(b) The Economy Act applies when more specific statutory authority does not exist. Examples of interagency acquisitions to which the Economy Act does not apply include—

- (1) Acquisitions from required or optional sources of supplies prescribed in Part 8, which have separate statutory authority (e.g., Federal Supply Schedule contracts); and
- (2) Acquisitions using Governmentwide acquisition contracts.

17.501 Definition.

“Interagency acquisition,” as used in this subpart, means a procedure by which an agency needing supplies or services (the requesting agency) obtains them from another agency (the servicing agency).

17.502 General.

(a) The Economy Act authorizes agencies to enter into mutual agreements to obtain supplies or services by inter-agency acquisition.

(b) The Economy Act may not be used by an agency to circumvent conditions and limitations imposed on the use of funds.

(c) Acquisitions under the Economy Act are not exempt from the requirements of Subpart 7.3, Contractor Versus Government Performance.

(d) The Economy Act may not be used to make acquisitions conflicting with any other agency's authority or responsibility (for example, that of the Administrator of General Services under the Federal Property and Administrative Services Act).

II) PURPOSE

The purpose of this Agreement (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, and funds among the Agencies to this Agreement.

[NOTE: The underlined text in this agreement is applicable only to coordination of Stafford Act responses through this agreement.]

In addition to improving efficiency in addressing wild land fire, this agreement facilitates improved coordination regarding other incidents. The Nation's domestic incident management landscape changed dramatically following the terrorist attacks of September 11, 2001. Today's threat environment includes not only the traditional spectrum of manmade and natural hazards – wild land and urban fires, floods, oil spills, hazardous materials releases, transportation accidents, earthquakes, hurricanes, tornadoes, pandemics, designated special events requiring security, and disruptions to the Nation's energy and information technology infrastructure – but also the deadly and devastating terrorist arsenal of chemical, biological, radiological, nuclear and high-yield explosive weapons. Pre-planning through this agreement will enable better use of shared response to these types of situations.

The National Response Plan (NRP) applies to all Federal departments and agencies that may be requested to provide assistance or conduct operations during Presidential/Stafford Act declared disasters. These disasters also require a coordinated response by an appropriate combination of State and Tribal entities, along with the Agencies. This agreement documents the commitment of the Parties to provide cooperation, resources, and support to the Secretary of Homeland Security in the implementation of the NRP, as appropriate and consistent with their own authorities and responsibilities. **Only wild land fires and non-wild land emergencies or disasters that are Presidentially-declared emergencies and disasters are covered under this Agreement.**

The Agencies to this Agreement are:

The State of Arkansas; Arkansas Forestry Commission, hereinafter called "AFC"; and
The United States Department of Agriculture Forest Service, Region 8, Ouachita National Forest, and the Ozark-St. Francis National Forest; hereinafter called the "USFS".

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

Words and phrases used herein may have different meanings or interpretations for different readers. To establish a "common" understanding, words and phrases as used herein are defined in the Glossary of Wild land Fire Terminology found on the "Publications" page of the National Wildfire Coordinating Group web-page (www.NWCG.gov, or by direct link at <http://www.nwcg.gov/pms/pubs/glossary/index.htm>) and in the Glossary attached as Exhibit A.

1) Incorporation of exhibits into agreement

The following exhibits are hereby incorporated into this Agreement (Note that Exhibits G and H relate only to Stafford Act responses):

| <u>Exhibits</u> | |
|-----------------|--------------------|
| A | Glossary of Terms |
| B | Principal Contacts |

| | |
|----------|--|
| C | A sample Annual Operating Plan (AOP) Outline Guide |
| D | Reimbursable Billings and Payments |
| E | A sample Project and Financial Plan |
| F | A sample Cost Share Agreement |
| <u>G</u> | <u>Use and Reimbursement for Stafford Act Shared Resources</u> |
| <u>H</u> | <u>Glossary of Terms for Stafford Act Response</u> |

Exhibits to this Agreement may be revised upon request of the Agencies through execution of the Statewide Annual Operating Plans (AOPs). The latest revision of any Exhibit will automatically be incorporated into this Agreement without necessitating a formal modification as defined in Agreement Provision #49.

2) Acknowledgement of supplements to the agreement

Supplements to this Agreement, AOPs, Project and 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:

1. This Agreement
2. Statewide AOP
3. Exhibits to this Agreement
4. Zone or local AOP
5. Project and Financial Plan

III) RECITALS

1. Lands for which AFC is responsible for wild land fire protection in Arkansas and the lands for which the USFS is responsible, are intermingled or adjacent in some areas, and wild land fires on these intermingled or adjacent lands may present a threat to the lands of the other;
2. The Agencies signatory to this Agreement maintain fire protection and fire management organizations;
3. It is to the mutual advantage of the Agencies signatory to this Agreement to coordinate efforts for the prevention, detection, and suppression of wildfires, fuels management, smoke management, training, use of wild land fire, non wild land fire emergencies (as authorized), and cooperative projects for resource protection in and adjacent to their areas of responsibility, and to limit duplication and improve efficiency and effectiveness;
4. It is the intent of the Agencies signatory to this Agreement that AFC resources be available to assist in fire management activities on all federal lands, and on other lands upon which the Federal Agencies are responsible to protect;
5. It is the intent of the Agencies signatory to this Agreement that federal resources be available to assist in fire management activities on all state and private lands that AFC is responsible to protect; and the Federal Agencies have entered into a national Interagency Agreement for Fire Management to cooperate in all aspects of fire management.
6. It is to the benefit of all federal, state and local agencies to coordinate assistance and operations during Presidential/Stafford Act declared disasters under The National Response Framework (NRF). This

agreement documents the commitment of the Parties to provide cooperation, resources, and support to the Secretary of Homeland Security in the implementation of the NRF, as appropriate and consistent with their own authorities and responsibilities.

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

IV) INTERAGENCY COOPERATION

7. **National Incident Management System:** The Agencies signatory to this Agreement will operate under the concepts defined in the Department of Homeland Security's (DHS) *National Incident Management System* (NIMS). In implementing these concepts, Agencies to this Agreement will be expected to follow the National Wildfire Coordinating Group's (NWCG) National Interagency Incident Management System (NIIMS) minimum standards as defined in the *Wildland Fire Qualifications Systems Guide* (PMS-310). These NWCG minimum standards are DHS NIMS compliant. The following NIMS concepts will be followed as they are implemented: 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. An exception to this concept is that AFC resources are not required to meet minimum standards as defined in the *Wildland Fire Qualifications Systems Guide* (PMS-310) for actions taken on incidents which occur in the state of Arkansas that are managed under state authority.

8. **Annual Operating Plans:** Annual operating plans will be developed at the Geographic, State, or sub-geographic area level and will tier to this Agreement (see Exhibit C, Operating Plan Outline Guide). The following annual 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 members.

The Statewide Mobilization Guides will be identified as, and considered part of the Statewide Operating Plans.

B. Sub-Geographic Operating Plans

Sub-geographic area operating plans will be developed that outline the details of this Agreement for sub-geographical areas. Unit Administrators will have the responsibility for developing and approving sub-geographic area operating plans. Unless superseded by the Geographic Area or Statewide Operating Plans, sub-geographic area operating plans will apply.

C. Project Plans

Project plans are plans developed for specific non-suppression, fire related projects. Such projects will be documented in local agreements, or other appropriate written documents. Documentation will include the objectives, specific authorizing law, role of each Agency, and each Agency's share of cost (See Exhibit E for a Supplemental Project Plan).

9. **Arkansas-Oklahoma Interagency Coordination Center:** The Agencies signatory to this Agreement agree to maintain and support the Arkansas-Oklahoma Interagency Coordination Center (AOICC) as appropriate. Staffing, funding, and level of participation will be agreed to by the affected Agencies signatory to this Agreement and documented in the AOP.

10. **Southern Area Coordination Center:** The Agencies signatory to this Agreement recognize the Southern Area Coordination Center (SACC) in Atlanta, GA, as the Geographic Area Coordination Center (GACC). The Agencies signatory to this Agreement will coordinate fire management activities and resource movements through SACC, via AOICC, as appropriate. Agencies signatory to this Agreement are not precluded from independent movement of resources.
11. **Interagency Resources:** Interagency funding, staffing, and utilization of resources and facilities will be pursued by the Agencies to this Agreement whenever an interagency approach is appropriate and cost effective. Shared staffing and funding will be commensurate with each Agency's use of resources, will be agreed to and documented in local operating plans, and will be subject to the availability of appropriations.

To the extent practical, additional preparedness resource requests will be coordinated. The coordination process will be identified in the annual operating plan.

Interagency incident management teams (IMTs) are managed by geographic area coordinating groups at Preparedness Levels 1 through 3. The National Multi-Agency Coordination Group will manage these resources at Preparedness Levels 4 and 5. Geographic area coordinating groups should establish operating plans for management of their IMTs.

12. **Standards:** It is the goal of the signatory Agencies to this Agreement to achieve common standards within the Agencies' best interest, recognizing differing agency missions and mandates. Each Agency to this Agreement recognizes that other agency standards are reasonable, prudent, and acceptable. This clause is not intended to affect the Jurisdictional Agency's land management standards. Management activities on the National Forests in Arkansas and Oklahoma are governed by the Land and Resource Management Plans and the Fire Management Plan for the USFS on the Ouachita and Ozark-St. Francis National Forests. AFC standards and management activities are governed by the existing State constitution, associated amendments, regulations, and management prescriptions.

13. **Definition of Responsibilities:** The Agencies to this Agreement shall be distinguished as follows:

Jurisdictional Agency - The Agency having overall land and resource management and/or 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.

Protecting Agency - The Agency responsible for providing direct incident management and services to a given area pursuant to its jurisdictional responsibility or as specified by federal or state law, contract or agreement. .

Supporting Agency – An Agency providing suppression or other support and resource assistance to a protecting agency.

14. **Protection Planning:** The Agencies signatory to this Agreement may determine efficiencies to be gained from reciprocal assistance and acquisition of protection services. The AOP will document decisions. 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 fire suppression efforts.
15. **Protection Areas and Boundaries:** Protection areas, as defined by boundaries, will be mapped and or described, and made a part of annual operating plans.
16. **Methods of Fire Protection and Suppression:** One agency may provide fire protection services on

lands under the jurisdiction of another, within their authority and as authorized by law. The following are different methods to provide those services:

A. Reciprocal (Mutual Aid) Fire Protection: As deemed appropriate, the Agencies may, by agreement in AOPs, establish reciprocal initial attack zones for lands of intermingled or adjoining protection responsibility. Within such zones, a Supporting Agency will, upon request or voluntarily, take initial attack action in support of the Protecting Agency.

The Protecting Agency will not be required to reimburse the Supporting Agency for costs incurred following the initial dispatch of any ground resources to the fire for the duration of the mutual aid period, unless specifically stated by contract or agreement. The length of the mutual aid period should not exceed 48 hours, unless specifically stated by agreement or contract, and will be documented in the AOP.

B. Reimbursable (Cooperative) Fire Protection: The Protecting Agency may request suppression resources of other Agencies for its protection work. Such resources shall be paid for by the Protecting Agency. *See applicable Exhibit item regarding Reimbursable Billings and Payments.*

C. Exchange (Offset) Fire Protection: Agencies may exchange responsibility for fire protection for lands under their jurisdiction. The rate of exchange will be based upon comparable cost, acreage involved, complexity, and other factors as appropriate and mutually agreed to by the Agencies. Exchange zones will be documented in AOPs.

If an imbalance exists, the Protecting Agency with the surplus of acres will bill the Jurisdictional Agency for the difference on a per acre basis as computed under Contract or Fee Basis Protection. Imbalance means a deviation exceeding the range of variation agreed to between the parties.

When a Protecting Agency takes suppression action on lands it protects for the Jurisdictional Agency, and the Jurisdictional Agency is requested to assist, the Protecting Agency will reimburse the Jurisdictional Agency for their assistance. The exception is if the parties involved are Federal Agencies. The National Agreement between the Department of the Interior Agencies and the USDA Forest Service states that the parties agree not to bill each other for suppression services.

D. Contract (Fee Basis) Fire Protection: For an agreed upon fee, one Agency may assume fire protection responsibilities on lands under the jurisdiction of another Agency. The terms and conditions of such arrangements must be included in AOPs.

17. **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, fire analysis/planning, rehabilitation, training, prevention, public affairs, and other beneficial efforts. Such projects will be documented in local operating plans, or other appropriate written documents, referencing the appropriate authority. Documentation will include the objectives, role of each Agency, and each Agency's share of costs.

Project plans may be executed by Unit Administrators of agencies to this Agreement and Bill according to Exhibit D, Reimbursable Billings and Payments, and Exhibit E, Supplemental Project Plan.

18. **Fire Prevention:** The Agencies to this Agreement agree to cooperate in the development and implementation of fire prevention programs. Unit Administrators will assure that fire prevention goals and activities are planned at local levels and are addressed in annual operating plans. Specific fire 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.

19. **Public Use Restrictions:** Guidelines for implementing restrictions and closures on USFS lands shall be established by a separate Memorandum of Understanding and in the USFS Geographic Area Annual Operating Plan.
20. **Burning Permits:** Burning 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 States to issue burn permits when it is determined to be in their mutual interest.
21. **Prescribed Fire and Fuel Management:** The Agencies to this Agreement agree to cooperate in the development and implementation of prescribed fires, whose primary intent is to enhance wildlife habitat, restore and sustain forest and woodland communities and reduce fire hazards.

Any Agency within this Agreement may provide assistance to another Agency as requested and agreed to for the purposes of performing prescribed fire work. Conditions of the assistance and details related to reimbursement will be agreed to and documented, through the procurement or project plan process (see Exhibit E, Supplemental Project Plan)

Any instrument processed under this clause shall be in accordance with each agency's applicable laws, regulations, and policy requirements.

22. **Smoke Management:** Within their authorities, the Agencies to this Agreement agree to cooperate in smoke management programs.

V) OPERATIONS

For Stafford Act responses, procedures and requirements established in the National Response Framework shall be utilized by Agencies signatory to this Agreement to authorize and accomplish any required response or support tasks. Any agency requesting support pursuant to a Stafford Act response shall issue written instructions and funding limitations to any agency providing cooperation, resources or support. Mobilization activities will be accomplished utilizing established dispatch coordination concepts per the current National Interagency Mobilization Guide.

23. **Closest Forces Concept:** The guiding principle for dispatch of initial attack suppression resources is to use the closest available resource regardless of which Agency the resources belong, and regardless of which Agency, or its assigns, has protection responsibility.

24. **Fire Notifications:** Each Agency will promptly notify the appropriate protecting Agency of fires burning on or threatening lands for which that Agency has protection responsibility. Likewise, protecting Agencies will promptly inform jurisdictional agencies whenever they take action on fires for which the protecting Agency is responsible. Fire reports will be sent to jurisdictional agencies within 30 days after a fire is declared out.

25. **Boundary Line Fires:** A boundary line fire, as defined in Exhibit A, Glossary of Terms, will be the initial attack responsibility of the protecting Agencies on either side of the boundary. Neither Agency will assume the other Agency is aware of the fire or that the other Agency will take action. Each Agency will make every reasonable effort to communicate with the other concerning the fire. The most qualified individual of the protecting Agency, arriving first on the fire, will act as Incident Commander. When protecting agencies have arrived, the agencies will mutually agree to the designation of an Incident Command organization.

26. **Independent Action:** Except as otherwise limited in annual operating plans, nothing herein shall prohibit any Agency, on its own initiative, from going upon lands known to be protected by another Agency to this Agreement to engage in suppression of wildfires, when such fires are a threat to lands that are that Agency's protection responsibility. In such instances, the Agency taking action will promptly notify the protecting Agency. These Protecting Agencies' actions will be commensurate with the jurisdictional agencies land management considerations, and subject to the laws and regulations of the jurisdictional agency.

27. **Escaped Prescribed Fires:** Wildfire resulting from escaped prescribed fires that were ignited by, managed at the direction of, under the supervision of the Agencies to this Agreement shall be the responsibility of the jurisdictional Agency, or its assigns. Unless otherwise agreed, all suppression costs are the responsibility of the jurisdictional Agency. The Agencies to this Agreement will not hold each other responsible under this clause for escaped prescribed fires originating on private land, or on state or federal lands not protected by one of the Agencies to this Agreement.

If the Agencies to this Agreement conduct a cooperative prescribed fire, the responsibility for suppression costs, should it escape, shall be agreed upon and documented in the project plan.

28. **Wildland Fire Use Incidents:** Wildfire resulting from wildland fire use incidents that were managed at the direction of, under the supervision of the Agencies to this Agreement shall be the responsibility of the jurisdictional Agency. Unless otherwise agreed, all suppression costs are the responsibility of the jurisdictional Agency. The Agencies to this Agreement will not hold each other responsible under this clause for wildland fire managed for resource benefits originating on private land, or on state or federal lands not protected by one of the Agencies to this Agreement.

If the Agencies to this Agreement manage a wildland fire use incident, the responsibility for suppression costs, should it escape, shall be agreed upon and documented in the project plan.

29. **Appropriate Management Response:** All fire suppression action conducted on lands of another Agency shall be consistent with that Agency's fire suppression policy and the terms of this Agreement.

A "Special Management Considerations" section in the AOP, addressing resources and other management concerns, will be used by unit administrators of the Agencies to identify areas of special management consideration, and to communicate appropriate fire management actions and any restrictions in firefighting tactical techniques to an Incident Commander. All suppression costs with respect to application of special management considerations will be paid by the Protecting Agency.

Unless otherwise agreed, the Jurisdictional Agency will provide an Agency representative or appropriate environmental technical specialist to advise a Protecting Agency of any special management considerations that may influence suppression action. The cost of these individuals shall be paid by the Jurisdictional Agency. The Incident Commander will incorporate special management considerations into the incident planning process, subject to the delegation of authority.

30. **Delegation of Authority:** Annual operating plans will document procedures and criteria for Unit Administrators to specify direction, authority, and financial management guidelines to Incident Commanders for large incidents.

31. **Preservation of Evidence:** As initial action is taken on a fire, the initial attack forces will preserve information and evidence pertaining to the origin and cause of the fire. Protecting and jurisdictional agencies shall render mutual assistance in the gathering of evidence to the fullest extent practicable. Affected Agencies will meet to determine an investigation process.

VI) USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES

32. **Appropriated Fund Limitation:** Nothing herein shall be considered as obligating the Agencies to this Agreement to expend funds, or as involving the United States, the State of Arkansas, or the other agencies in any contract or other obligation for the future payment of money in excess of or in advance of appropriated funds available for payment to meet the commitments of this Agreement and modifications thereto, except as specifically authorized by law.
33. **Duration of Assignments:** Consideration must be given to the health and safety of personnel when assigned to fires. The Agencies to this Agreement agree that Incident Commanders will release suppression resources to their primary responsibilities as soon as priorities allow. Incident Commanders shall adhere to work/rest policies of respective responding Agencies.
34. **Supplemental Fire Suppression and Cost Share Agreement:** Whenever multiple jurisdictions are affected due to the placement of a fire, it is mandatory to develop and implement a Supplemental Fire Suppression and Cost Share Agreement. Acceptable forms of the cost share mix are limited to those listed in item #10 of Exhibit F, Supplemental Fire Suppression and Cost Share Agreement. Except as otherwise provided by Clauses 27 (Independent Action), and 43 (Billing Procedures), a supplemental fire suppression and cost share agreement will be approved by the responsible Unit Administrators (as defined in Exhibit A, Glossary of Terms) or their authorized representatives when the incident involves lands of more than one protecting Agency (see Clause 26, Boundary Line Fires, and Exhibit F, Supplemental Fire Suppression and Cost Share Agreement).

A Supplemental Fire Suppression and Cost Share Agreement, in order to document cost sharing, may be used for temporary support functions or facilities established during periods of high fire danger or activity.

35. **Procurement:** AFC is allowed to purchase fire equipment and clothing through the fire cache of the USFS located in Hot Springs, AR at AOICC. At the time of the incident or cooperative project, the affected agencies will determine the appropriate procurement procedures that will be utilized.
36. **Loaned Equipment and Supplies:** Equipment and supplies, (i.e. commonly used fire cache items such as pumps, hoses, nozzles, etc.) loaned to another Agency shall become the responsibility of that Agency, and shall be returned in the same condition as when received, reasonable wear and tear excepted. As determined by the loaning agency, the receiving Agency will repair or reimburse for damages in excess of reasonable wear and tear and will replace or reimburse for items lost, destroyed, or expended.
37. **Licensing:** Drivers and equipment operators will hold appropriate operating licenses to meet state and federal laws. Employees of the agencies to this Agreement may operate each other's vehicles provided the operator is qualified by the current operating guidelines and training requirements of their own Agency. Driving will be for official purposes only.
38. **Training:** The Agencies to this Agreement will cooperate to assure that training needs are provided that will 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.
39. **Communication Systems:** The Agencies to this Agreement may mutually agree to allow one another the use of communications systems such as radio frequencies, computer system access, data transmission lines, and communication sites when there is a mutual benefit to the agencies. Such agreement shall be approved only by Agency authorized personnel.
40. **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 sensing systems and the joint use of computer software. The Agencies to this Agreement will jointly evaluate and agree to any

deletions or additions to the system. National Fire Danger Rating System (NFDRS) is the common and agreed upon fire danger rating system for the Arkansas-Oklahoma Geographic Area.

41. **Aviation Operations:** The Agencies to this Agreement agree to cooperate in use of aviation resources to foster effective and efficient use of aircraft and personnel. (Refer to the Arkansas-Oklahoma Geographic Area Operating Plan for specific direction in the use of aircraft.)
42. **Billing Procedures:** (Specifics detailed in Exhibit D, Reimbursable Billings and Payments)
43. **Cost Recovery:** Authority to recover suppression costs and damages from individuals causing a fire varies depending on contracts, agreements, permits and applicable laws. The Authorized Representatives of affected agencies will attempt to reach mutual agreement as soon as possible after a fire on the strategy that will be used to recover suppression costs and damages from the individuals liable for such costs and damages. Such strategy may alter interagency billing procedures, timing and content as otherwise provided in this Agreement. Any Agency may independently pursue civil actions against individuals to recover suppression costs and damages. In those cases where costs have been recovered from an individual, reimbursement of initial attack, as well as suppression costs to the extent included in the recovery, will be made to the Agency taking reciprocal action.

VII) GENERAL PROVISIONS

44. **Personnel Policy:** Employees of the Agencies to this Agreement shall be subject to the personnel rules, laws and regulations of their respective agencies, unless they are employed temporarily by another agency to this Agreement and the authority under which such temporary employment is authorized provides that such employees shall be subject to the employing agency's personnel laws and regulations.
45. **Mutual Sharing of Information:** Subject to applicable state and federal rules and regulations, including the Privacy Act, agencies to this Agreement may furnish to each other, or otherwise make available upon request, such maps, documents, GIS data, instructions, records, and reports including, but not limited to, fire reports, employment records, and investigation reports as either Agency considers necessary in connection with the Agreement.
46. **Accident Investigations:** When an accident occurs involving the equipment or personnel of a supporting Agency, the protecting Agency shall immediately notify the jurisdictional and supporting agencies. As soon as practical, the protecting Agency shall initiate an investigation of the accident. The investigation shall be conducted by a team made up of representatives from affected Agencies, as appropriate.
47. **Purchaser, Contractor, Operator, Permittee, Etc., Fires:** The protecting Agency will notify the jurisdictional Agency of any fire suspected to have been caused by a purchaser, contractor, operator or permittee, etc., of the jurisdictional Agency as soon as it becomes aware of the situation. The protecting Agency will be responsible for management of the fire under the provisions of this Agreement. Agencies will meet to determine a cost recovery process as outlined in Clause 44.
48. **Waiver:** It is mutually agreed that the Agencies to this Agreement shall each be responsible for their own losses arising out of the performance of this Agreement and each Agency hereby waives any claim against any other Agency for any loss, damage, personal injury, or death of the Agency, or its employees or agents, occurring as a consequence of the performance of this Agreement; provided, this provision shall not relieve any Agency from responsibility for claims of third parties for losses for which the Agency is otherwise legally liable. Third party claims will be processed by the protecting agency.

49. **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.
50. **Annual Review:** If deemed necessary, representatives of the Agencies signatory to this Agreement will meet and review matters of mutual concern. The AOP will be reviewed annually. If necessary, the AOP will be revised.
51. **Duration of Agreement:** The term of this Agreement shall commence on the date the last Agency signs below and shall remain in effect for five (5) years from that date.
52. **Termination Clause:** Any of the parties, in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration
53. **Previous Agreements Superseded:** This Agreement supersedes the following:

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 annual operating plans provided for under this Agreement, and not later than six months from the date of the last signature.

54. **Authorized Representatives:** By signature below, all signatories to this agreement certify that the individuals (Agency Representative, Agency Administrator, Unit Administrator) listed in this

document are authorized to act in their respective areas for matters related to this Agreement.

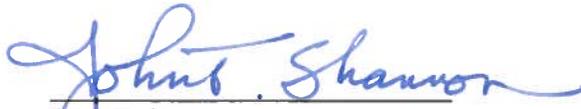
IN WITNESS WHEREOF, the Agencies hereto have executed this Cooperative Wildland Fire Management Agreement as of the last date written below

USDA FOREST SERVICE
Ouachita National Forest



Norman Wagoner
Forest Supervisor - Ouachita National Forest
Date: 7/28/09

STATE OF ARKANSAS
Arkansas Forestry Commission

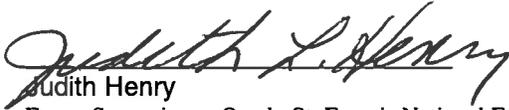


John T. Shannon
Director
Date: 7-7-09



Budget Officer
Date: 7/30/09

USDA FOREST SERVICE
Ozark-St. Francis National Forest



Judith Henry
Forest Supervisor - Ozark, St. Francis National Forest
Date: 7-13-09

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

/s/ **Michael R. Harper**

Michael R. Harper
Agreements Coordinator
June 23, 2009

**MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AGREEMENT
GLOSSARY OF TERMS
EXHIBIT A**

Note that terms relating to Stafford Act responses are found in a separate glossary, Exhibit H.

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

Agency Administrator: Officials who are signatories to this Agreement, as follows: Bureau of Land Management, State Director; Forest Service, Regional Forester; BIA, Regional Director; National Park Service, Regional Director; Fish and Wildlife Service, Regional Director; State Forester, etc.

Boundary Line Fire: Fire occurrences on lands of intermingled and/or adjoining protection responsibilities.

Closest Forces Concept: Dispatch of the closest available initial attack suppression resources regardless of which agency they belong to, and regardless of which agency has protection responsibility.

Escaped Fire: A fire which has exceeded, or is expected to exceed initial attack capabilities or prescription.

Fee Basis Acquisition of Services: One agency provides fire management services on the lands under the jurisdiction of another and payment is provided for the service. For a given fee, one agency can become the protecting agency for the other. The fee (or cost) is the price for the work agreed to be performed on each acre of land.

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.

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.

Indirect Cost: A fixed percentage rate as determined by a process provided for in the Indirect Cost Negotiation Agreement as in Office of Management and Budget (OMB) Circular A-87, to recover those costs that cannot be directly charged to the project. The rate will be specified in the Annual Statewide Operating Plan.

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

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 land and resource management and/or protection responsibility for a specific geographical or functional area as provided by federal, state or local law.

Area: The USFS is the jurisdictional agency for Forest Service lands in Arkansas and Oklahoma that are managed and protected by the Ouachita and Ozark-St. Francis National Forests. AFC is the jurisdictional agency for area that is defined as lands in the state of Arkansas which are managed and/or protected by the Arkansas Forestry Commission.

Offset: Exchange of fire management services in specific locations that is anticipated to be approximately equal value between Agencies.

Operating Plan – Geographic Area: A plan which will include all Geographic Area considerations. This will be developed at the Geographic Area level and approved by the Coordinating Group member agencies.

Operating Plan - Statewide: A plan which will include all statewide considerations. This will be developed at the state level and approved by affected federal, tribal, state and local Coordinating Group member agencies.

Operating Plan – Local Sub-geographic Area: A plan generated at a local sub-geographic level and authorized by Unit Administrators for implementing the Master Cooperative Wildland Fire Management Agreement in their respective areas of responsibilities.

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.

Prescribed Fire: Any fire ignited by management actions to meet specific objectives.

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

Procurement Documents: Agency specific financial obligation documents.

Protecting Agency: The Agency responsible for providing direct incident management and services to a given area pursuant to its jurisdictional responsibility or as specified and provided by federal or state law, contract, agreement.

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

Protection Area: That area for which a particular fire protection organization has the primary responsibility for attacking and uncontrolled fire and for directing the suppression actions.

Protection Boundaries: The exterior perimeter of an area within which a specified fire agency has assumed a degree of responsibility for wildland fire control.

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

Reciprocal Fire Suppression: Reciprocal fire suppression is the act of helping the protecting Agency, at no cost for the first 48 hours or by written agreement, to suppress wildfires. Reciprocity is attained by agreeing among agencies regarding the kind, location and numbers of firefighting resources which will automatically be made available as part of the initial response to a wildfire, regardless of the protecting Agency. The kind, locations, and numbers of resources which constitute reciprocity are defined in or through local operating plans. Reciprocity may be thought of as the implementing mechanism of the closest forces concept.

Reimbursable Costs: All costs associated with operations and support ordered on a resource order or project plan by or for an incident or project within the provisions of this Agreement. Such costs may include, but are not limited to, the following:

- Agency costs for transportation, salary, benefits, overtime, and per diem of individuals assigned to the incident or project.
- Additional support dispatching, warehousing or transportation services supporting a resource order.

- Cost of equipment in support of the incident, contract equipment costs and operating costs for agency equipment.
- Operating expenses for equipment assigned to the incident such as fuel, oil, and equipment repairs.
- Aircraft, airport fees, and retardant and other fire chemical costs.
- Agency-owned equipment and supplies lost, damaged, or expended by the supporting agency.
- Cost of reasonable and prudent supplies expended in support of the incident.
- Charges from the state-provided resources such as inmate crews, National Guard resources, and county and local resources.
- Indirect costs will be applied on joint state and federal non-suppression projects.

Supplemental Fire Suppression and Cost Share Agreement: A document prepared to distribute costs on a multi-jurisdictional incident (see Exhibit F).

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

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

Third Party: A municipal or rural fire district that does not have a local agreement with a federal agency but is formally recognized by their respective state and has entered into a local agreement with the state for fire management services.

Unit Administrator: The individual assigned administrative responsibilities for an established organizational unit, such as Forest Supervisor for the Forest Service, District Manager for the Bureau of Land Management, Agency Superintendent for the Bureau of Indian Affairs, Park Superintendent for the National Park Service, and Project Leader for Fish and Wildlife Service, Director for the Arkansas Forestry Commission.

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 Fire Use: The application of the appropriate management response to naturally ignited wildland fires to accomplish specific resource management objectives in predefined designated areas outlined in Fire Management Plans.

Wildland Fire: Any non-structure fire, that occurs in the wildland. Three distinct types of wildland fire have been defined and include **wildfire**, **wildland fire use** and **prescribed fire**.

Principal Contacts

Exhibit B.

G. PRINCIPAL PROJECT CONTACTS. The principal project contacts for this instrument are as follows. These points of contact will review this Agreement at least annually.

| |
|--|
| Arkansas Forestry Commission |
| Don McBride - Assistant State Forester – Protection |
| 3821 W. Roosevelt Road |
| Little Rock, Arkansas 72204 |
| |
| Phone: 501-296-1870 |
| FAX: 479-296-1949 |
| E-Mail: don.mcbride@arkansas.gov |

| |
|--|
| Forest Service |
| Glen Fortenberry – Fire Team Leader |
| POB 1270 |
| Hot Springs, AR 71902 |
| Ouachita and Ozark-St. Francis National Forests |
| |
| Phone: 501-321-5284 |
| FAX: 501-321-5353 |
| E-Mail: gfortenberry@fs.fed.us |

MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AGREEMENT

EXHIBIT C

OPERATING PLAN OUTLINE GUIDE

PREAMBLE

This operating plan is prepared pursuant to the Master Cooperative Wildland Fire Management and Stafford Act Response Agreement signed and dated ____.

This operating plan supersedes:
(List applicable local agreements and Operating Plans.)

INTERAGENCY COOPERATION

Interagency Dispatch Centers: Specify staffing, funding and level of participation agreed to.

Interagency Resources: Identify funding and staffing of joint resources commensurate with each Agency's use.

PREPAREDNESS

Protection Planning: Determine and document efficiencies from acquisition of protection services and reciprocal assistance. Include preparedness plan.

Protection Areas and Boundaries: Identify areas (map and/or describe).

Reciprocal Fire Assistance: Document reciprocal initial attack zones. Identify placement of crews, engines, air tankers, helicopters, fixed and aerial detection, regulated use, closures, and other joint fire control efforts.

Acquisition of Services: Identify areas for reimbursable, offset or fee basis services. Method used to establish fee or rate of exchange. Terms and conditions. Work to be done by protecting Agency and its responsibilities.

Joint Projects and Project Plans: Document joint cooperative projects including objectives, role of each Agency, and financial plan.

Fire Prevention Policies: Identify goals, activities, resources and cost sharing.

Public Use Restrictions: Implementation procedures (see Northwest Operating Plan for guidelines).

Burning Permit Procedures:

Prescribed Fire and Fuels Management: Include notification procedures.

Smoke Management:

OPERATIONS

Fire Notifications: Specify notification procedures.

Boundary Line Fires: Specify notification procedures.

Independent Action on Lands Protected by Another Agency: Discuss any special land management considerations that affect independent action initial attack. Describe areas, if any, where there are exceptions to this clause and state reasons.

Land Management Considerations: Identify areas where there are special suppression considerations and describe.

Delegation of Authority: Describe procedures (delegation of authority, etc.) that local Unit Administrators will use to inform Incident Commanders.

Resource Advisors:

USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES

Training: Identify training needs, schedules, billing arrangements, agreed to sharing of resources. Refer to Clause 17 (Joint Projects and Project Plans) regarding needed project plans.

Communication Systems: Identify specific radio frequencies, computer system access, data transmission lines, communication sites, and communications equipment shared between Agencies.

Fire Weather Systems: Specify maintenance, use and management, if any.

Aviation Operations: Identify and document any local aviation agreements.

Financial Plan:

Billing Procedures:

Fire Suppression Billings: List jurisdictional unit, if different than identified in the (insert geographic name) Mobilization Guide. Provide as a minimum on each invoice/bill:

- Cooperator name, address, phone number, and agency financial contact,
- Invoice or bill number
- Agreement number
- Incident name and number
- Dates of the incident covered by the billing,
- Location and jurisdictional unit
- Appropriate incident number (State code or Forest Service P-code/override)
- Summary cost data for the amount being billed. Use incident generated cost information or

standard generated cost reports generated by the Agency to support the billing whenever possible.

Generally cost source documents will not be required unless summary cost data is disputed or another agency requires source documents (i.e. FEMA). Summary cost data will include, but not be limited to, a list of personnel expenses including base, overtime and travel and a listing by vendor name and amount spent for supplies and services procured. If available, also include a list of resource unit numbers or Agency equivalent covered by the billing.

Electronic Funds Transfer (EFT): (insert State) shall designate a financial institution or an authorized payment agent through which a federal payment may be made in accordance with U.S. Treasury Regulations, Money, and Finance at 31 CFR 208, which requires that federal payments are to be made by EFT to the maximum extent possible. A waiver may be requested and payments received by check by certifying in writing that one of the following situations apply:

1. The payment recipient does not have an account at a financial institution.
2. EFT creates a financial hardship because direct deposit will cost the payment recipient more than receiving the check.
3. The payment recipient has a physical or mental disability, or a geographic, language, or literacy barrier.

In order to receive EFT payments, (the State) shall register in the Central Contractor Registry (CCR) at www.ccr.gov and follow the instructions on line. For assistance, contact the CCR Assistance Center at 888-227-2423 or 269-961-4725.

Fee Basis Protection Billings: Identify billing procedures for fee basis.

Billing address

Specify indirect cost rate.

Third Party Cost Recovery: Procedures for determining a cost recovery process will be in the Statewide Operating Plan. Investigation process is determined locally.

SIGNATURES

Agency Administrator

Agency

Date: _____

Agency Administrator

Agency

Date: _____

Reimbursable Billings and Payments

Exhibit D

A) Suppression Billings

1. **Federal Billings:** Federal Agencies will not bill each other for fire suppression support. Federal Agencies will submit bills for their reimbursable costs to the Associations or States whenever (insert state(s)), state agencies are the protecting Agency and a billing is appropriate.
2. **State or Association Billings:** When one of the States or Associations is the supporting Agency and the fire is within the State of Arkansas, the State or Agency will bill the protecting Agency for reimbursable costs when a billing is appropriate. Anytime the States respond to a Federal Agency fire outside of Arkansas, the State will bill all applicable costs to the appropriate federal agency (ies). Annual operating plans will include billing location information.
3. **Billing Estimates and Time Frames:** Each Agency will notify the respective administrative headquarters of any reimbursable claims that they intend to make and will strive to provide an estimate of the amount involved within 60 days in each reimbursable action. Absent a written extension of time granted by the reimbursing agency, the final itemized claim should be submitted to the reimbursing agency within 120 days of the suppression action.

B) Electronic Funds Transfer (EFT):

(The State) shall designate a financial institution or an authorized payment agent through which a federal payment may be made in accordance with U.S. Treasury Regulations, Money, and Finance at 31 CFR 208, which requires that federal payments are to be made by EFT to the maximum extent possible. A waiver may be requested and payments received by check by certifying in writing that one of the following situations apply:

1. The payment recipient does not have an account at a financial institution, or
2. EFT creates a financial hardship because direct deposit will cost the payment recipient more than receiving the check, or
3. The payment recipient has a physical or mental disability, or a geographic, language, or literacy barrier.

In order to receive EFT payments, (the State) shall register in the Central Contractor Registry (CCR) at www.ccr.gov and follow the instructions on line. For assistance, contact the CCR Assistance Center at 888-227-2423 or 269-961-4725.

C) Billing Content: Bills will contain, at a minimum

- Cooperator name, address, phone number and agency financial contact
- Invoice or bill number
- Agreement number
- Inclusive dates
- Name of incident and incident number
- Location and jurisdictional unit
- Appropriate incident number and State and Federal job code
- Summary cost reports generated by the Agency to support the billing, including

applicable cost share agreements. (See Exhibit B, Operating Plan Outline Guide, for suggested additional details.)

Cost source documents will not be required unless summary cost data is disputed or another agency requires source documents (i.e. FEMA). Summary cost data will include, but not limited to, a list of personnel expenses including base, overtime, and travel and a listing by vendor name and amount spent for supplies and services procured. Billings for fire suppression assistance may include reimbursable costs (see Exhibit A, Glossary), but will not be assessed indirect cost rates. Federal Agencies will not bill each other for indirect costs for preparedness activities.

D) Payment Due: Whenever this Agreement provides for billing, the agency receiving the bill has an obligation to pay in accordance with the terms of this Agreement. All bills will be paid in accordance with the paying Agency's prompt payment procedures.

i. Contested Billings: Written notice that a bill is contested will be mailed to the billing Agency within 60 days of issuance of the final bill and will fully explain the contested items. Contested items will be resolved not later than 60 days following receipt of the written notice. The uncontested portion of the bill will be paid and a new bill will be issued for the contested amount.

ii. Obligations: For yearend obligation purposes, the Federal Agencies will submit unpaid obligation figures to the State by (insert date). The State will submit unpaid obligation figures to the Federal Agencies by September 1 for the current billing year. All obligations will be submitted by incident name, date, incident number and federal job code and **override code**.

G) Fee Basis Acquisition of Services:

Annual Statewide or local operating plans and procurement documents will establish billing procedures for Fee Basis Protection Services. An indirect cost rate will not be assessed.

H) Non-Suppression (e.g., Fuels Treatment) Billings:

(Use if appropriate)The Agencies to this Agreement may bill for activities not related to fire suppression within their authorities. For example, within existing legal authorities, this may include reimbursement to states for expenses incurred in accepting dispatches in response to non-wildfire emergencies. Billing arrangements for such activities will be documented on procurement documents or project plans (see Exhibit E) and an indirect cost rate will be assessed. Provisions described above also apply to these billings. Billings will outline services performed and include a copy of, or reference, the applicable operating plan.

I. Third Party Payments:

Third parties may be utilized for fire management services by the Agencies to this Agreement, when agreed to by the affected agencies. Resource orders for third parties' personnel and equipment will be made through and tracked by the parent state. To receive payment for services rendered, the third party will submit all billing invoices to their parent state. Each invoice shall contain a "remit to address" and a "tax ID" number. All third party invoices will be sent to the parent state within 120 days of completion of the fire management services, unless a written request for an extension has been granted by the State. For federal fire management services, the third party shall comply with the above stated billing requirements. The State, after ensuring that the conditions of the local agreement have been complied with, will submit the invoice to the appropriate federal agency and request that payment is made directly to the third party. Upon receipt of the invoice from the state, the federal agency may make payment as requested.

Supplemental Project Plan

EXHIBIT E

**SUPPLEMENTAL NUMBER _____
TO MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AGREEMENT**

PROJECT AND FINANCIAL PLAN

I. INTRODUCTION

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

List 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
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

V. SUPERVISION AND TECHNICAL OVERSIGHT

VI. REIMBURSEMENT

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

VII. FINANCIAL PLAN

List which Agency is reimbursing the other and detail items to be reimbursed. If this is a Cost Share Supplemental Project Plan, list all Agencies, contributions, cash, non-cash, and in-kind. Include: salaries, travel, supplies, equipment use, indirect cost, project total, estimated reimbursement, and job code to be charged. 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.

VIII. SIGNATURES

Unit Administrator

Date

Agency

Unit Administrator

Date

Agency

SUPPLEMENTAL FIRE SUPPRESSION AND COST SHARE AGREEMENT

EXHIBIT F

INSTRUCTIONS – SUPPLEMENTAL FIRE SUPPRESSION AND COST SHARE AGREEMENT

Numbered instructions correspond to form items that require further explanation. Supplemental agreements will be numbered consecutively following the original (#1) for each fire. Supplements may be added at any time. Where insufficient room is available for necessary information, additional sheets or addendums may be added. Small revisions to this agreement may be completed on a single page, describing the change to the original agreement, and obtaining new signatures from those involved.

A Master Cooperative Wildland Fire Management Agreement exists between all major wildland fire protection agencies in the <insert area>. This agreement authorizes general mutual aid, including reciprocal and cooperative fire protection services elaborated upon in local annual operating plans. Other cooperative agreements exist between fire management agencies that authorize fire management services between Agencies at the sub-geographic level. The objective of the Supplemental Fire Suppression and Cost Share Agreement is to establish and document the cost sharing and basic organizational structure in response to specific fires.

Supplemental Fire Suppression and Cost Share Agreements will be negotiated between agencies involved in specific on-the-ground fire suppression activities. These agreements are mandatory when more than one jurisdictional responsibility for fire protection is affected by the placement of the fire. The agreement will not affix liability for fire cost payment by either Agency based upon responsibility for the fire origin. The designated representatives of each Agency with forces on the fire are responsible for completing and signing the agreement.

1. List the fire name agreed upon by Agencies involved.
2. Give the origin or best estimate of origin location by legal description.
3. Estimate the size at the time of the Supplemental Agreement.
4. List the Agencies involved in fire suppression operations, and respective agency fire numbers.
5. List the date and time that the agreement is in effect. That time could be prior to or following the time that negotiations are made for the agreement.
6. Check the appropriate command structure for the fire. Definitions:

UNIFIED COMMAND – A method for all Agencies with jurisdictional responsibility to contribute to determining the overall objectives for the incident; interagency ICS team structure.

SINGLE COMMAND STRUCTURE – One Agency manages the incident with liaison and concurrence of objectives from other involved Agencies.

List the appropriate personnel filling ICS positions on the fire.

7. List any special conditions or resource objectives, i.e., dozer restrictions, mechanized restrictions, bald eagle nest, high value plantation. Operational responsibility for the fire will be defined in this section (if appropriate). Respond to this item only if Agency forces have specific segments of the fire. This information will not determine cost responsibility, unless specified in Item 11. Examples are: Divisions A and B; all structural protection areas; specific campground.

8. List the Agency responsible for structural protection, and any pertinent control information or contacts.
9. List operation conditions or directions pertaining specifically to: air operations, base camp and food service, and fire investigation. Costs pertaining to these decisions shall be documented in Item #10.
10. Fire suppression costs shall be determined from the information supplied in this item. There are several ways to determine the best cost share mix. A, B, and C are typically used on smaller, less complex incidents on lands with similar values and uses; D and E on larger, more complex incidents, such as those with both wildland urban interface and wild lands:
 - A. Each Agency pays for its own resources – fire suppression efforts are primarily on jurisdictional responsibility lands.
 - B. Each Agency pays for its own resources – services rendered approximate the percentage of jurisdictional responsibility, but not necessarily performed on those lands.
 - C. Cost share by percentage of ownership or Agency jurisdictional responsibility.
 - D. Cost is apportioned by geographic division. Examples of geographic divisions are: Divisions A and B (using a map as an attachment); privately owned property with structures; or specific locations such as campgrounds.
 - E. Reconciliation of daily estimates (for larger, multi-day incidents). This method relies upon daily agreed to cost estimates, using Incident Action Plans or other means to determine multi-Agency contributions. Reimbursements can be made upon estimates instead of actual bill receipts.

The following are not reimbursable:

- Responsibility for tort claims or compensation for injury costs.
- Non suppression rehabilitation costs are the responsibility of the jurisdictional Agency.
- Non-expendable property purchases will be the responsibility of the Agency making the purchase.

Support costs (i.e. office dispatchers, warehouse workers, etc.), unless they are charging to an emergency code assigned to the incident.

The cost centers that should be considered in this agreement:

- Fireline Resources: Dozers, engines, fallers, transports, water tenders, hand crews, line overhead.
- Fire Camp Operations and Support: Overhead, buses, camp crews, communications, food, refrigerator units, showers, toilets, water trucks, cache supplies, rescue/med, camp facility.
- Air Support: Helicopters, (with support) air tankers.
- Cost apportionment by period (i.e. state mobilization or conflagration, Fire Management Assistance Grant declaration, additional jurisdictional involvement).

12. List any specific conditions relative to this agreement, such as: dispatch procedures, one Agency representing another, notifications, incident information, coordinated intelligence, etc.

13. Signatures of authorized personnel. List any attachments to the agreement. Give the date of the last revision or former Supplemental Agreement for the same fire.

SUPPLEMENTAL FIRE SUPPRESSION AND COST SHARE AGREEMENT

Exhibit F.

The purpose of this agreement is to provide for a coordinated cooperative fire suppression operation on this fire and to describe the cost divisions. This agreement is a supplement to the Master Cooperative Wildland Fire Management Agreement or (list other agreement and number) between the Agencies listed.

1. Fire Name: _____ Origin Date _____ Time _____
2. Origin: Township _____ Range _____ Section _____
3. Estimated Size _____ Acres at the time of this agreement.
4. Agency Fire # Accounting Code _____
 Agency Fire # Accounting Code _____
5. This agreement becomes effective on: _____

at _____ and remains in effect until amended or terminated.

6. Overall direction of this incident will be by () Unified Command, or by () Single Command structure. Identify below personnel filling the following positions:

| Position | Name(s) | Agency |
|-------------------------------------|---------|--------|
| Incident Commander | | |
| Agency Administrator Representative | | |
| Liaison | | |
| Finance | | |
| Operations | | |

7. Suppression action will be subject to the following special conditions and land management considerations: _____

Agency

Agency

Agency

Agency

Signature

Signature

Signature

Signature

Title/Date

Title/Date

Title/Date

Title/Date

List of Attachments (if any):

/

/

**USE OF AND REIMBURSEMENT FOR SHARED RESOURCES IN STAFFORD ACT
RESPONSE ACTIONS
Exhibit G**

1. Stafford Act Declarations: Transfers performed for this Agreement are under the Disaster Relief Act, 42 U.S.C. § 5147. This Agreement is automatically incorporated by reference into any Resource Order that is issued under it, constituting a binding obligation. The billings, inclusive of copies of this Agreement, the Mission Assignment and subsequent Resource Order(s), and expenditure documentation, will define the specific services, supplied goods and costs (by sub-object class code) for each order, and subsequent obligation and payment.

Reimbursement payments for all-hazard incident response activities will be accomplished by submission of billings, which are inclusive of copies of the Resource Orders that reflect the Mission Assignment-requested services and goods, and the expenditure back-up documentation, to the primary Emergency Support Function (ESF) agency (i.e. the agency to issue the mission assignment or sub-tasking). The primary ESF agency will review, approve the documentation, and return to the sub-tasked agency for forwarding to FEMA for reimbursement.

2. Federal Reimbursable Assistance: Federal Reimbursable Assistance resources must be requested by the primary ESF Federal agency or supplied through established dispatch systems and must be recorded by the Mission Assignment and subsequent Resource Order process. Resources not documented in this manner are not reimbursable. Funds to cover eligible expenses will be provided through and limited by reimbursement from FEMA. Expenditures eligible for reimbursement for Federal Agencies in accordance with 44 CFR 206, subpart A, section 206.8 paragraph c include:

- a) Overtime, travel and per diem of permanent Federal agency personnel.
- b) Wages, travel and per diem of temporary Federal agency personnel assigned solely to performance of services directed by the (FEMA) Associate Director or the (FEMA) Regional Director in the major disaster.
- c) Cost of work, services, and materials procured under contract for the purposes of providing assistance directed by the (FEMA) Associate Director or the Regional Director.
- d) Cost of materials, equipment, and supplies (including transportation, repair and maintenance) from regular stocks used in providing directed assistance.
- e) All costs incurred which are paid from trust, revolving, or other funds and whose reimbursement is required by law.
- f) Other costs submitted by an agency with written justification or otherwise agreed to in writing by the (FEMA) Associate Director or the (FEMA) Regional Director and the agency.

3. State/Tribe Reimbursement Process: State/Tribe Reimbursement refers to those resources that are to be reimbursed by the primary ESF Federal agency. State/Tribe Reimbursement resources must be requested by the primary ESF Federal agency or supplied through established dispatch systems and must be recorded by the Mission Assignment and subsequent Resource Order process. Resources not documented in this manner are not reimbursable. Funds to cover eligible expenses will be provided through and limited by reimbursement from FEMA. Expenditures eligible for reimbursement include:

- a) Wages, overtime, travel and per diem of State/Tribal personnel.
- b) Wages, travel and per diem of temporary State/Tribal personnel assigned solely to performance of services directed by the (FEMA) Associate Director or the (FEMA) Regional Director in the major disaster.
- c) Cost of work, services, and materials procured under contract for the purposes of providing assistance directed by the (FEMA) Associate Director or the Regional Director.
- d) Cost of materials, equipment, and supplies (including transportation, repair and maintenance) from regular stocks used in providing directed assistance.
- e) All costs incurred which are paid from trust, revolving, or other funds and whose

reimbursement is required by law.

- f) Other costs submitted by an agency with written justification or otherwise agreed to in writing by the (FEMA) Associate Director or the (FEMA) Regional Director and the agency.

4. Duration of Assignments: Consideration must be given to the health and safety of personnel when assigned to incidents. Parties agree that Incident Commanders will release resources to their primary responsibilities as soon as priorities allow. Incident Commanders shall also adhere to rest and rotation policies of respective responding agencies. Mobilization activities shall be accomplished utilizing established dispatch coordination concepts per the current National Interagency Mobilization Guide.

5. Procurement: The (State/Tribe) receives its procurement authority from its own laws, and is therefore not subject to Federal procurement laws. Whenever the (State/Tribe) is responsible for the management of an incident (including an incident within the Direct Protection Area of a Federal Agency), the (State/Tribe) will comply with (State/Tribe) laws and regulations covering procurement. Procurement costs by one Party in support of another that are reasonable and prudent may be charged back to the Protecting Agency. All property procured under a Mission Assignment becomes the property of FEMA.

6. Loaned Equipment: Equipment loaned by one Party to another shall become the responsibility of the borrower, and shall be returned in the same condition as when received, reasonable wear and tear excepted. The borrower will repair or reimburse for damages in excess of normal wear and tear and will replace or reimburse items lost or destroyed.

7. Billing Procedures

A. Incident Billings:

1. When (State/Tribe) is the supporting agency and the incident is **within** the (State/Tribe), the (State/Tribe) will bill the jurisdictional Federal Agency. When the (State/Tribe) is the supporting agency and the incident is **outside** the (State/Tribe)'s jurisdiction, the (State/Tribe) submits its billing to the Primary Federal Agency.
2. Agencies will share their respective individual incident Resource Order numbers for cross referencing purposes, if requested.
3. Billing Estimates/Timeframes: On incidents where costs are incurred pursuant to Annual Operating Plans, the billing Party shall submit a bill or estimate for reimbursement as soon as possible, but not later than 180 days after the incident is controlled. If the total cost is not known at the time of initial billing, a partial bill, so identified, may be submitted. A final bill, so identified, will be issued within 270 days after control of the incident. After the final billing has been sent, and if additional costs are identified, a supplemental billing may be issued if agreeable to applicable Parties.

For obligation purposes, the Federal Agencies will submit unpaid obligational figures to the (State/Tribe) by *(to be determined by individual State/Tribe fiscal year)*. The (State/Tribe) will submit unpaid obligational figures to the appropriate Federal Agency by September 1 for the previous Federal fiscal year. All obligations will be submitted by incident name, date, mission assignment number (MA), and federal job code.

4. Billing Content: Bills will be identified by incident name, date, MA, location, jurisdictional unit, and supported by documentation to include but not limited to: separate invoice by MA; list of personnel expenses including base, overtime, and travel; and supplies/services procured by vendor name and dollar amount. Billings for (State/Tribe) incident assistance may include administrative overhead, not to exceed the

predetermined (State/Tribe) indirect cost rate negotiated annually with the cognizant Federal Agency for the (State/Tribe) (OMB Circular A-87).

8. Billing Addresses:

All bills for services provided to the (State/Tribe) will be mailed to the following address for payment:

| |
|--|
| |
| |
| |
| |

All bills for services provided to the Forest Service and all Federal and State units not party to this Agreement will be mailed to the following address:

| |
|--|
| |
| |
| |
| |

All bills for services provided to the Department of the Interior/BLM will be mailed to:

| |
|--|
| |
| |
| |
| |

All bills for services provided to the Department of the Interior/NPS will be mailed to:

| |
|--|
| |
| |
| |
| |

All bills for services provided to the Department of the Interior/BIA will be mailed to:

| |
|--|
| |
| |
| |
| |
| |

All bills for services provided to the Department of the Interior/Fish and Wildlife Service will be mailed to:

| |
|--|
| |
| |
| |
| |
| |

9. **Payment Due Dates:** All bills will have a payment due date 60 days after the date of issuance. If payment cannot be made before the 60 days expire, then a 30-day extension, with oral or written justification, may be requested.
10. **Disputed Billings:** Written notice that a bill is contested will be mailed to the billing agency within 60 days of issuance of the final bill, and will fully explain the area of dispute. Contested items will be resolved not later than 60 days following receipt of written notice. The uncontested portion of the bill will be paid and a new bill will be issued for the contested amount.
11. **Payments:** Payments will refer to the bill number and incident name and will be sent to the appropriate billing address.

GLOSSARY OF TERMS FOR STAFFORD ACT RESPONSE Exhibit H

When the following terms are used in the context of a Stafford Act response under this Agreement, or in the Annual Operating Plan, such terms will have the meanings stated below. Many of these terms are defined in the National Emergency Response Plan and/or the Interagency Incident Business Management Handbook.

Administrative Costs (Charges): Any expenses not charged directly to a program, project, or incident. They include general overhead personnel and administrative services. For the state, the administrative charge is identified as those charges and expenses used to determine the "indirect rate". All activities that can be identified and charged to specific projects, and not excluded elsewhere in this agreement, are considered direct costs and may be billed with proper documentation.

Agency: A division of government with a specific function offering a particular kind of assistance. In ICS, agencies are defined either as jurisdictional (having statutory responsibility for incident management) or as assisting or cooperating (providing resources or other assistance).

Agency Administrator: Agency officials who are signatory to this agreement.

Agency Representative: A person assigned by a primary, assisting, or cooperating Federal, State, local, or tribal government agency or private entity that has been delegated authority to make decisions affecting that agency's or organization's participation in incident management activities following appropriate consultation with the leadership of that agency.

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

Area Command (Unified Area Command): An organization established (1) to oversee the management of multiple incidents that are each being handled by an ICS organization or (2) to oversee the management of large or multiple incidents to which several Incident Management Teams have been assigned. Area Command has the responsibility to set overall strategy and priorities, allocate critical resources according to priorities, ensure that incidents are properly managed, and ensure that objectives are met and strategies followed. Area Command becomes Unified Area Command when incidents are multijurisdictional. Area Command may be established at an Emergency Operations Center (EOC) facility or at some location other than an ICP.

Catastrophic Incident: Any natural or manmade incident, including terrorism, that results in extraordinary levels of mass casualties, damage, or disruption severely affecting the population, infrastructure, environment, economy, national morale, and/or government functions. A catastrophic event could result in sustained national impacts over a prolonged period of time; almost immediately exceeds resources normally available to State, local, tribal, and private-sector authorities in the impacted area; and significantly interrupts governmental operations and emergency services to such an extent that national security could be threatened. All catastrophic events are Incidents of National Significance.

Chain of Command: A series of command, control, executive, or management positions in hierarchical order of authority.

Cyber: Pertaining to computers and their support systems, such as servers, routers, and switches, that support critical infrastructure.

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

Direct Protection Area: That area which, by law or identified or authorized pursuant to the terms of this Agreement, is provided protection by the Parties. This may include land protected under exchange or payment for protection.

Disaster: See **Major Disaster**.

Emergency: As defined by the Stafford Act, an emergency is “any occasion or instance for which, in the determination of the President, Federal assistance is needed to supplement State and local efforts and capabilities to save lives and to protect property and public health and safety, or to lessen or avert the threat of a catastrophe in any part of the United States.”

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.

Federal: Of or pertaining to the Federal Government of the United States of America.

First Responder: Local and nongovernmental police, fire, and emergency personnel who in the early stages of an incident are responsible for the protection and preservation of life, property, evidence, and the environment, including emergency response providers as defined in section 2 of the Homeland Security Act of 2002 (6 U.S.C. 101), as well as emergency management, public health, clinical care, public works, and other skilled support personnel (such as equipment operators) who provide immediate support services during prevention, response, and recovery operations. First responders may include personnel from Federal, State, local, tribal, or nongovernmental organizations.

Hazard: Something that is potentially dangerous or harmful, often the root cause of an unwanted outcome.

Hazard Mitigation: Any cost-effective measure which will reduce the potential for damage to a facility from a disaster event.

Hazardous Material: For the purposes of ESF #1, hazardous material is a substance or material, including a hazardous substance, that has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce, and which has been so designated (see 49 CFR 171.8). For the purposes of ESF #10 and the Oil and Hazardous Materials Incident Annex, the term is intended to mean hazardous substances, pollutants, and contaminants as defined by the NCP.

Incident Command System (ICS): A standardized onscene emergency management construct specifically designed to provide for the adoption of an integrated organizational structure that reflects the complexity and demands of single or multiple incidents, without being hindered by jurisdictional boundaries. ICS is the combination of facilities, equipment, personnel, procedures, and communications operating with a common organizational structure, designed to aid in the management of resources during incidents. ICS is used for all kinds of emergencies and is applicable to small as well as large and complex incidents. ICS is used by various jurisdictions and functional agencies, both public and private, or organized field-level incident management operations.

Incident Commander (IC): The individual responsible for all incident activities, including the development of strategies and tactics and the ordering and release of resources. The IC has overall authority and responsibility for conducting incident operations and is responsible for the management of all incident operations at the incident site.

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

Incident Mitigation: Actions taken during an incident designed to minimize impacts or contain the damages to property or the environment.

Incident of National Significance: Based on criteria established in HSPD-5 (paragraph 4), an actual or potential high-impact event that requires a coordinated and effective response by and appropriate combination of Federal, State, local, tribal, nongovernmental, and/or private-sector entities in order to save lives and minimize damage, and provide the basis for long-term community recovery and mitigation activities.

Infrastructure: The manmade physical systems, assets, projects, and structures, publicly and/or privately owned, that are used by or provide benefit to the public. Examples of infrastructure include utilities, bridges, levees, drinking water systems, electrical systems, communications systems, dams, sewage systems, and roads.

Initial Response: Resources initially committed to an incident.

In-Kind Donations: Donations other than cash (usually materials or professional services) for disaster survivors.

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).)

Major Disaster: As defined by the Stafford Act, any natural catastrophe (including any hurricane, tornado, storm, high water, wind-driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, or drought) or, regardless of cause, any fire, flood, or explosion, in any part of the United States, which in the determination of the President causes damage of sufficient severity and magnitude to warrant major disaster assistance under this act to supplement the efforts and available resources of States, local governments, and disaster relief organizations in alleviating the damage, loss, hardship, or suffering caused thereby.

Mission Assignment: The vehicle used by DHS/EPR/FEMA to support Federal operations in a Stafford Act major disaster or emergency declaration. It orders immediate, short-term emergency response assistance when an applicable State or local government is overwhelmed by the event and lacks the capability to perform, or contract for, the necessary work.

Mitigation: Activities designed to reduce or eliminate risks to persons or property or to lessen the actual or potential effects or consequences of an incident. Mitigation measures may be implemented prior to, during, or after an incident. Mitigation measures are often developed in accordance with lessons learned from prior incidents. Mitigation involves ongoing actions to reduce exposure to, probability of, or potential loss from hazards. Measures may include zoning and building codes, floodplain buyouts, and analysis of

hazard-related data to determine where it is safe to build or locate temporary facilities. Mitigation can include efforts to educate governments, businesses, and the public on measures they can take to reduce loss and injury.

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: Identifies a relocation of incident resources from their established location to a temporary location to provide protection coverage for an initial attack response area.

Multijurisdictional 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.

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: Of a nationwide character, including the Federal, State, local, and tribal aspects of governance and policy.

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; multiagency 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.

Natural Resources: Natural resources include land, fish, wildlife, domesticated animals, plants, biota, and water. Water means salt and fresh water, surface and ground water, including water used for drinking, irrigation, aquaculture, and recreational purposes, as well as in its capacity as fish and wildlife habitat, including coral reef ecosystems as defined in 16 U.S.C. 64501. Land means soil, surface and subsurface minerals, and other terrestrial features.

Nongovernmental Organization (NGO): A nonprofit entity that is based on interests of its members, individuals, or institutions and that is not created by a government, but may work cooperatively with government. Such organizations serve a public purpose, not a private benefit. Examples of NGOs include faith-based charity organizations and the American Red Cross.

Overhead Costs: Indirect administrative costs that cannot be readily identified with specifically financed programs and functions.

Party: Entities that are signatory to this Agreement.

Preparedness: The range of deliberate, critical tasks and activities necessary to build, sustain, and improve the operational capability to prevent, protect against, respond to, and recover from domestic incidents. Preparedness is a continuous process involving efforts at all levels of government and between government and private-sector and nongovernmental organizations to identify threats, determine vulnerabilities, and identify required resources.

Prevention: Actions taken to avoid an incident or to intervene to stop an incident from occurring.

Prevention involves actions taken to protect lives and property. It involves applying intelligence and other information to a range of activities that may include such countermeasures as deterrence operations; heightened inspections; improved surveillance and security operations; investigations to determine the full nature and source of the threat; public health and agricultural surveillance and testing processes; immunizations, isolation, or quarantine; and, as appropriate, specific law enforcement operations aimed at deterring, preempting, interdicting, or disrupting illegal activity and apprehending potential perpetrators and bringing them to justice.

Private Sector: Organizations and entities that are not part of any governmental structure, including for-profit and not-for-profit organizations, formal and informal structures, commerce and industry, private emergency response organizations, and private voluntary organizations.

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

Protection Boundaries: Mutually agreed upon boundaries which identify areas of direct incident protection responsibility and are shown on maps in the annual operating plans.

Public Health: Protection, safety, improvement, and interconnections of health and disease prevention among people, domestic animals and wildlife.

Recovery: The development, coordination, and execution of service- and site-restoration plans for impacted communities and the reconstitution of government operations and services through individual, private-sector, nongovernmental, and public assistance programs that: identify needs and define resources; provide housing and promote restoration; address long-term care and treatment of affected persons; implement additional measures for community restoration; incorporate mitigation measures and techniques, as feasible; evaluate the incident to identify lessons learned; and develop initiatives to mitigate the effects of future incidents.

Reimbursable (Assistance by Hire): Incident resources that will be paid for by the requesting Protecting Agency per the conditions of this Agreement and its annual operating plans. Excludes Mutual Aid.

Resources: Personnel and major items of equipment, supplies, and facilities available or potentially available for assignment to incident operations and for which status is maintained. Resources are described by kind and type and may be used in operational support or supervisory capacities at an incident or at an EOC.

Response: Activities that address the short-term, direct effects of an incident. Response includes immediate actions to save lives, protect property, and meet basic human needs. Response also includes the execution of emergency operations plans and of incident mitigation activities designed to limit the loss of life, personal injury, property damage, and other unfavorable outcomes. As indicated by the situation, response activities include: applying intelligence and other information to lessen the effects or consequences of an incident; increased security operations; continuing investigations into the nature and source of the threat; ongoing public health and agricultural surveillance and testing processes; immunizations, isolation, or quarantine; and specific law enforcement operations aimed at preempting, interdicting, or disrupting illegal activity, and apprehending actual perpetrators and bringing them to justice.

State: Any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, and any possession of the United States. (As defined in section 2(14) of the Homeland Security Act of 2002, Public Law 107-296, 116 Stat. 2135, et seq. (2002).)

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.

Sub-Object Class Code: Detailed codes used by the Federal Government to record its financial transactions according to the nature of services provided or received when obligations are first incurred.

Telecommunications: The transmission, emission, or reception of voice and/or data through any medium by wire, radio, other electrical electromagnetic, or optical means. Telecommunications includes all aspects of transmitting information.

Terrorism: Any activity that (1) involves an act that (a) is dangerous to human life or potentially destructive of critical infrastructure or key resources; and (b) is a violation of the criminal laws of the United States or of any State or other subdivision of the United States; and (2) appears to be intended (a) to intimidate or coerce a civilian population; (b) to influence the policy of a government by intimidation or coercion; or (c) to affect the conduct of a government by mass destruction, assassination, or kidnapping.

Threat: An indication of possible violence, harm, or danger.

Transportation Management: Transportation prioritizing, ordering, sourcing, and acquisition; timephasing plans; fleet management; and movement coordination and tracking.

Tribe: Any Indian tribe, band, nation, or other organized group or community, including any Alaskan Native Village as defined in or established pursuant to the Alaskan Native Claims Settlement Act (85 Stat. 688) [43 U.S.C.A. and 1601 et seq.], that is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians.

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.

Unit Administrator (Line Officer): The individual assigned administrative responsibilities for an established organizational unit, such as Forest Supervisors or District Rangers for the Forest Service, District Manager for the Bureau of Land Management, Area Forester, District Forester, or State Forester as designated for the State Forest Service, Agency Superintendent for the Bureau of Indian Affairs, Park Superintendent for the National Park Service, and Refuge Manager (Project Leader) for Fish and Wildlife Service. May also include a County Commissioner at the local level.

United States: The term "United States," when used in a geographic sense, means any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, any possession of the United States, and any waters within the jurisdiction of the United States. (As defined in section 2(16) of the Homeland Security Act of 2002, Public Law 107-296, 116 Stat. 2135, et seq. (2002).)

Volunteer: Any individual accepted to perform services by an agency that has authority to accept volunteer services when the individual performs services without promise, expectation, or receipt of compensation for services performed. (See, for example, 16 U.S.C. § 742f(c) and 29 CFR § 553.101.)

Weapon of Mass Destruction (WMD): As defined in Title 18, U.S.C. § 2332a: (1) any explosive, incendiary, or poison gas, bomb, grenade, rocket having a propellant charge of more than 4 ounces, or missile having an explosive or incendiary charge of more than one-quarter ounce, or mine or similar device; (2) any weapon that is designed or intended to cause death or serious bodily injury through the release, dissemination, or impact of toxic or poisonous chemicals or their precursors; (3) any weapon involving a disease organism; or (4) any weapon that is designed to release radiation or radioactivity at a

level dangerous to human life.

