

FINAL

COST SHARE AGREEMENT

**DEPARTMENT OF AGRICULTURE
UNITED STATES FOREST SERVICE**

And

**STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY AND FIRE PROTECTION**

And

**DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS**

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

INCIDENT NAME: Witch Incident

INCIDENT NUMBERS BY AGENCY: CAL FIRE: CA-MVU-010432
USFS: P5D1RC 0502
BIA: CA-B1RC-10432
FEMA: F58003 0520

INCIDENT START DATE AND TIME: October 21, 2007 1235 hours

JURISDICTIONS: **CAL FIRE-** San Diego Unit
Representing:
City of Escondido
City of Poway
City of Ramona
City of San Diego
Rancho Santa Fe Fire District
USFS- Cleveland National Forest
BIA- Southern California Agency

INCIDENT CAUSE: Under Investigation

COMMAND STRUCTURE: Unified Command between:
USFS
CAL FIRE
City of Escondido
City of Poway
City of Ramona
City of San Diego
Rancho Santa Fe Fire District

COST SHARE AGREEMENT for the WITCH Incident.

COST SHARE PERIOD: Start: October 21, 2007 at 1235
Stop: November, 4 2007

INCIDENT COMMANDER: Pat Kerschen, CAL FIRE
INCIDENT COMMANDER: Rick Marinelli, USFS

AGENCY ADMINISTRATORS: Thom Porter, CAL FIRE
William Metz, USFS
Ralph D. H. Sätterberg, BIA

UNIFIED ORDERING POINT: Monte Vista Command Center

Agency representatives participating in the development of this cost share agreement:

Thom Porter, California Department of Forestry and Fire Protection

William Metz, U.S. Department of Agriculture, Forest Service

Ralph D. H. Sätterberg, U.S. Department of Interior, Bureau of Indian Affairs

This cost share agreement between; the State of California, Department of Forestry and Fire Protection and the Department of Agriculture, United States Forest Service and the Department of the Interior, Bureau of Indian Affairs were prepared under the following guidelines:

1. In accordance with the Cooperative Fire Protection Agreement between the USDA, Forest Service, USDI, Bureau of Land Management, USDI, National Park Service, and the California Department of Forestry and Fire Protection.
2. In accordance with the Cooperative Fire Protection Agreement between the USDI, Bureau of Indian Affairs, and the State of California, Department of Forestry and Fire Protection.
3. All costs originating from orders placed by and for the incident that can be reasonably obtained and estimated for the cost share period will be included in this agreement and will be shared on the basis of the ICs/ARs' mutual agreement.
4. Costs for non-expendable property purchases by each agency will be charged direct to that agency and will not be shared.
5. Costs incurred by cooperators not engaged in joint fire suppression activities will not be included as a part of this cost share agreement.

COST SHARE AGREEMENT for the WITCH Incident.

6. Agency specific costs will not be shared.
7. Responsibility for tort claim costs or compensation for injury costs will not be a part of this agreement. Responsibility for these costs will be determined outside of this agreement.
8. Non-suppression rehabilitation costs are the responsibility of the jurisdictional agency and will not be shared.
9. Daily cost sharing will be documented and approved by the ICs/ARs for cost apportionment.
10. Sharing of final actual costs between the agencies will be based on a summary of daily estimated incident suppression costs and each agency's proportionate share thereof as agreed to by the jurisdictional representatives.
11. Shared costs will be based on the Incident Commanders/Agency Representatives mutual judgment and agreement as to threat, incident objectives, and resources assigned for each agency's area of responsibility.
12. Aircraft and retardant costs will be shared on an actual use basis as determined by the Incident Commanders/Agency Representatives and will be calculated as a separate cost.
13. An administrative charge, the pre-established percentage set by each agency, will be applied by the agency issuing the settlement billing for the net amount owed.
14. Within 5 months the parties to this agreement will meet to determine the total costs of each agency. The agency whose total actual costs exceed their proportional share of the overall incident final costs as determined within this agreement will bill the other agency. The billing, when paid, will result in each agency sharing overall incident costs as herein agreed.
15. The I.A. period has been identified as October 21, 2007 at 1235 until October 23, 2007 at 0700 and is reflected as such on the apportionment worksheets.
16. In recognition of their responsibility and in accordance with the 2007 CIIFA Letter of Management Direction, the cities of Escondido, Poway, Ramona, San Diego and the Rancho Santa Fe Fire District will be responsible to pay for resources and support they provide to meet their protection responsibilities within their jurisdiction. Specific issues that affect local government fire costs will be addressed in a separate agreement with those entities.

COST SHARE AGREEMENT for the WITCH Incident.

- 17. Any Burned Area Emergency Rehabilitation (BAER) costs incurred for lands within the area burned by this fire will be agency specific costs and will be charged to the appropriate federal agency code.
- 18. Additional suppression rehabilitation is required after the control date of November 2, 2007 on State and Federal DPA, and BIA land. Cost for this suppression rehabilitation has been apportioned and included in this agreement for a period of three (3) days. If the actual suppression rehabilitation does not meet this time frame parameter, then the cost apportionment will be re-opened.
- 19. The following agencies will be responsible for collecting actual cost/expenditure data that will make up the cost pool of shareable costs.

COST SOURCES	RESPONSIBLE AGENCY
Federal Agency	USFS, Cleveland National Forest
State Agency	CAL FIRE, Monte Vista Unit

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

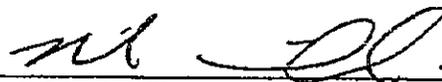
AGENCY	GROUND RESOURCES	AIRCRAFT/RETARDANT
USFS	15.93%	28.83%
CAL FIRE	79.69%	69.83%
BIA	4.38%	1.34%
TOTAL	100%	100%

COST SHARE AGREEMENT for the **WITCH** Incident.

This agreement and the apportionment are our best judgments of agency cost responsibilities.



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and Fire Protection
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Incident Commander
United States Forest Service
Cleveland National Forest
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Ralph D. H. Satterberg
Agency Representative
Bureau of Indian Affairs
Southern California Agency
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(957) 640-1849 fax

Date of this finalized agreement: November 4, 2007

Contacts are:

Christina Espinosa, Cost Apportionment Analyst, (925) 212-8533
Steve McLean, Assistant Chief, (530) 842-3516
Gary Thompson, Cost Apportionment Analyst, (707) 980-8079
Tami Kochendarfer, Cost Apportionment Analyst, (805) 252-8074

AGREEMENT FOR THE WITCH FIRE, CA-MVU-10432

Between

THE CITY OF ESCONDIDO

And

THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION

In recognition of their responsibility and in accordance with the 2007 California Interagency Incident Finance Advisory Group's Letter of Management Direction the City of Escondido agrees to bill the California Department of Forestry and Fire Protection for the following resources which were involved in fighting the Witch Fire. The City of Escondido agrees not to seek any additional reimbursement under the California Fire Assistance Agreement from either the California Department of Forestry and Fire Protection OR the United States Forest Service.

Engine Strike Team	Request E-
Engine Strike Team	Request E-
Engine Strike Team	Request E-
	Request E-
	Request E-

① listed included in the cost appraisals / cost pool.
 ② listed here they will bill for fire - then OES
 - not listed here, we won't be billed (that work in their jurisdiction)

Signature _____

Title _____

Date _____

AGREEMENT FOR THE WITCH FIRE, CA-MVU-10432

Between

THE CITY OF POWAY

And

THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION

In recognition of their responsibility and in accordance with the 2007 California Interagency Incident Finance Advisory Group's Letter of Management Direction the City of Poway agrees to bill the California Department of Forestry and Fire Protection for the following resources which were involved in fighting the Witch Fire. The City of Poway agrees not to seek any additional reimbursement under the California Fire Assistance Agreement from either the California Department of Forestry and Fire Protection OR the United States Forest Service.

Engine Strike Team	Request E-
Engine Strike Team	Request E-
Engine Strike Team	Request E-
	Request E-
	Request E-

Signature

Title

Date

AGREEMENT FOR THE WITCH FIRE, CA-MVU-10432
Between
THE RANCHO SANTA FE FIRE PROTECTION DISTRICT
And
THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION

In recognition of their responsibility and in accordance with the 2007 California Interagency Incident Finance Advisory Group's Letter of Management Direction the Rancho Santa Fe Fire Protection District agrees to bill the California Department of Forestry and Fire Protection for the following resources which were involved in fighting the Witch Fire. The Rancho Santa Fe Fire District agrees not to seek any additional reimbursement under the California Fire Assistance Agreement from either the California Department of Forestry and Fire Protection OR the United States Forest Service.

Engine 6662	Request E-496
Engine 2624	Request E-633
Engine BR2663	Request E-482
Engine 2662	Request E-483
Engine 2611	Request E-479
Engine 2613	Request E-480
Water Tender 2651	Request E-493
Battalion Chief Fred Cox	Request O-513
Battalion Chief Mike Gibbs	Request O-512
Battalion Chief Jim Sturtevant	Request O-511
Deputy Chief Tony Michel	Request O-473
Battalion Chief Bret Davidson	Request O-481
Fire Chief Nick Pavone	Request O-472

Signature

Title

Date

AGREEMENT FOR THE WITCH FIRE, CA-MVU-10432

Between

THE CITY OF SAN DIEGO

And

THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION

In recognition of their responsibility and in accordance with the 2007 California Interagency Incident Finance Advisory Group's Letter of Management Direction the City of San Diego agrees to bill the California Department of Forestry and Fire Protection for the following resources which were involved in fighting the Witch Fire. The City of San Diego agrees not to seek any additional reimbursement under the California Fire Assistance Agreement from either the California Department of Forestry and Fire Protection OR the United States Forest Service.

Engine Strike Team 6432C	Request E-
Engine Strike Team 6434A	Request E-
Engine Strike Team 6435A	Request E-
San Diego Task Force 1	Request E-
San Diego Task Force 2	Request E-

Signature

Title

Date