

COST SHARE AGREEMENT for the San Antonio Incident.

COST SHARE AGREEMENT

**Department of Agriculture
United States Forest Service (USFS)**

And

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

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

INCIDENT NAME: San Antonio

INCIDENT NUMBER BY AGENCY: CAL-Fire: CABDU 011827
USFS:

INCIDENT START DATE AND TIME: October 23, 2008 at 0001

JURISDICTIONS: CAL-Fire
USFS

INCIDENT CAUSE: San Bernardino County Water District

COMMAND STRUCTURE: Unified Command
Start date/time: 10/23/08 @ 1400
End date/time: 10/23/08 @

COST SHARE PERIOD: Start date/time: 10/23/08 @ 1400
End date/time: 11/02/08 @

INCIDENT COMMANDER: CAL-Fire: Dave Golder
INCIDENT COMMANDER: USFS: Mike Wakowski

AGENCY REPRESENTATIVE: CAL-Fire: Dave Golder
AGENCY REPRESENTATIVE: USFS: Mike Wakowski

UNIFIED ORDERING POINT: CAL-Fire / USFS

This cost share agreement between CAL-Fire and with the cooperation of the USFS was prepared under the following guidelines:

COST SHARE AGREEMENT for the San Antonio Incident.

1. In accordance with the following Master Agreements:
 - A. California Master Cooperative Wildland Fire Management and Stafford Act Response Agreement (CFMA) between the USDI, Bureau of Land Management (BLM), USDI, National Park Service (NPS), USDI, Bureau of Indian Affairs (BIA), USDI, Fish & Wildlife Service (F&WS) USDA, Forest Service (USFS), and the California Department of Forestry and Fire Protection (CAL FIRE).
2. All costs originating from orders placed by and for the incident that can be reasonably obtained and estimated for the cost share period will be included in this agreement and will be shared on the basis of the Incident Commanders / Agency Representatives mutual agreement.
3. Costs for non-expendable property purchases by each agency will be charged direct to that agency and will not be shared.
4. Costs incurred by cooperators not engaged in joint fire suppression activities will not be included as a part of this cost share agreement.
5. Agency specific costs will not be shared.
6. Responsibility for tort claim costs or compensation for injury costs will not be a part of and will be determined outside of this agreement.
7. Non-suppression rehabilitation costs are the responsibility of the jurisdictional agency and will not be shared.
8. Costs for repair of agency owned equipment is the responsibility of the owning agency. It is not a part of and will be determined outside of this agreement.
9. USFS has agreed not to bill CAL-Fire for all there resources directly or indirectly associated with this fire.
10. CAL-Fire also agrees not to bill USFS for their resources directly or indirectly associated with this fire.
11. Within 10 months the parties to this agreement will meet to determine the total actual 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.
12. 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.

COST SHARE AGREEMENT for the San Antonio Incident.

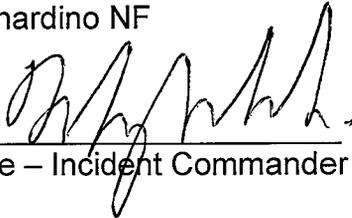
13. Parties to this agreement understand that there may be costs solely and directly attributable to the incident that may not have been charged to that incident's accounting due to the inability at times to reassign resource numbers or to account separately for joint use of supporting operations. These costs may be made part of the incident's actual cost pool to be shared. If this occurs, the signers of this agreement will be made aware, before finalization of this agreement and to the extent possible, of the probable adjustments that will be required during the normal billing process. The resulting additional actual costs will be identified specifically and concurred to by all parties at the settlement meeting.

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

OTHER AGENCY

STATE OF CALIFORNIA,
DEPARTMENT OF FORESTRY AND
FIRE PROTECTION

Mike Wakowski
United States Forest Service
San Bernardino NF



Signature – Incident Commander

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602 Tippecanoe
San Bernardino, CA. 92408
Telephone: 909-382-2600

Darren Feldman
CAL-Fire
San Bernardino Unit



Signature – Incident Commander

Mailing Address:
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Telephone: 909-881-6900

COST SHARE AGREEMENT for the San Antonio Incident.

Contacts are:

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Name
Agency
Address

Telephone

Attachments will follow, if applicable