

**COST SHARE AGREEMENT
DEPARTMENT OF AGRICULTURE
UNITED STATES FOREST SERVICE**

And

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

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

INCIDENT NAME: POZO

**INCIDENT NUMBER BY AGENCY: USFS - CA-LPF-002599 (1502)PNFSP1
CA-SLU- 006481**

INCIDENT START DATE AND TIME: August 21, 1235 hours

**JURISDICTIONS: USFS- Los Padres National Forest
CAL FIRE - San Luis Obispo Unit**

INCIDENT CAUSE: Under Investigation

COMMAND STRUCTURE: Unified Command

**COST SHARE PERIOD: Aug 21, 2010 - Aug 22, 2010
Start Date / Time: August 21, 2010 1235 Hrs
End Date / Time: August 22, 2010 0800 Hrs**

**INCIDENT COMMANDER: James Smith, USFS-Los Padres NF
INCIDENT COMMANDER: Dana D'Andrea, USFS-Los Padres NF
INCIDENT COMMANDER: Tim Eckles, CAL FIRE San Luis Obispo Unit**

UNIFIED ORDERING POINT: Central California Interagency Command Center

Agency Representatives participating in development of this cost share agreement.

Anthony Escobar, Fire Management Officer, Los Padres Forest Service
Matt Jenkins, Agency Administrator CAL FIRE, San Luis Obispo Unit

This cost share agreement between USDA, Forest Service, and the State of California, Department of Forestry and Fire Protection (CALFIRE) was prepared under the following guidelines:

1. In accordance with the California Master Cooperative Wildland Fire Management and Stafford Act Response Agreement (CFMA) between the USDA, Forest Service, USDI, Bureau of Land Management, USDI, National Park Service, USDI, Fish and Wildlife Service, USDA, Bureau of Indian Affairs, and the California Department of Forestry and Fire Protection (CAL FIRE).
2. Costs for non expendable property purchases by each agency will be charged directly to that agency and will not be shared.
3. 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.
4. Non-suppression rehabilitation costs are the responsibility of the jurisdictional agency.
5. All suppression related repairs will be completed with resources currently assigned to the incident regardless of direct protection area. This cost will be paid by the USFS.
6. In recognition of their responsibility to protect the States Direct Protection Area, CAL FIRE will incur the costs associated with all of their assigned agency resources committed to the incident for the duration of this Cost Share Agreement.
7. Agency resources include air, ground and support resources.
8. CAL FIRE will pay for all CAL FIRE aircraft (see list below) flown on August 21st and 22nd. CAL FIRE will pay for the KERN COUNTY Air Tactical plane flown on August 21. Aircraft and retardant costs will not be reimbursed from the Federal Agency.

A-1	CDF T74	A-9	CDF T81	A-24	CDF T74
A-2	CDF T75	A-10	KRN AA490	A-25	CDF AA340
A-4	CDF T76	A-20	CDF T83		
A-8	CDF T78	A-21	CDF AA504		

9. CAL FIRE will pay for all hired equipment initially ordered by CAL FIRE without reimbursement from the Federal Agency as listed below:

E-60 WT
E-61 WT
E-62 WT
E-63 WT

10. CAL FIRE will pay for all private hired dozers ordered as a Strike Team with a CAL FIRE dozer without reimbursement from the Federal Agency as follows:

E-53 Dozer and Transport
E-54 Dozer and Transport
E-55 Dozer and Transport
E-56 Dozer and Transport
E-57 Dozer and Transport

11. CAL FIRE will pay for the following local government resources without reimbursement from the Federal Agency:

(Engines are under 12 hours so no billing will occur)

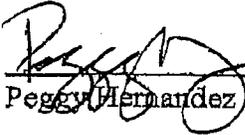
E-43 Atascadero State Hospital Fire O-77 Steve Knuckles MBO
E-44 Atascadero City O-99 Bill Murphy MBO
E-45 San Luis Obispo City

12. Los Padres National Forest agrees to pay for the following Federal aircraft without reimbursement from CAL FIRE:

A-3	H527	A-15	Bravo Lead	A-19	HT-746
A-5	T898	A-16	HT-699	A-22	LPF AA 07
A-6	H528	A-18	H525	A-23	AA15
A-7	H530				

13. Los Padres National Forest agrees to pay for all their Agency resources and any local government resources not identified in item 11.
14. Los Padres National Forest agrees that all cost paid by the Los Padres National Forest will not be billed to or reimbursed by CAL FIRE.
15. Any logistical support cost paid by either Agency will not be billed to or reimbursed by the other Agency.
16. CAL FIRE resources, except those resources listed in 8, 9, 10 and 11 above, will become Assist by Hire to the Los Padres National Forest from 0800 August 22, 2010 for the duration on the incident.
17. If this fire becomes active and grows in size, this agreement can be renegotiated at the request of any of the signatory parties.

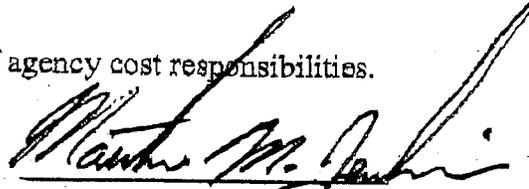
This cost share agreement is our best judgments of agency cost responsibilities.

 9/10/10
Peggy Hernandez

Forest Supervisor
Los Padres National Forest

Mailing Address:
USDA, Forest Service
Los Padres National Forest
Hollister Ave Suite 150
Goleta, CA 93117
(805)961-5733

Date of this finalized Agreement: August 31, 2010



Matt Jenkins
Unit Chief, San Luis Obispo
California Department
of Forestry & Fire Protection

Mailing Address: