

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

**Between**

**UNITED STATES DEPARTMENT OF THE INTERIOR**

**BUREAU OF LAND MANAGEMENT**

California and Nevada

CA Agreement # BAA081001; DUNS # 13-7393070

**NATIONAL PARK SERVICE**

Pacific West Region

Agreement # H8075070103; DUNS # 03-9365775

**BUREAU OF INDIAN AFFAIRS**

Pacific Region

Agreement # AGP000751; DUNS # 05-6671266

**UNITED STATES FISH AND WILDLIFE SERVICE**

California/Nevada Operations

Agreement # 80233-7-J004; DUNS # 12-9285685

**UNITED STATES DEPARTMENT OF AGRICULTURE**

**UNITED STATES FOREST SERVICE**

Region Four, Five, and Six

R5 Agreement # 08-FI-11052012-110; DUNS # 92-9332484

**And**

**STATE OF CALIFORNIA**

**California Department of Forestry and Fire Protection  
(CAL FIRE)**

Agreement # 7CA000245 and DUNS # 79-2358095

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**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. 1701) (BLM)  
NPS Organic Act (16 U.S.C.1) (NPS) 16 U.S.C.1b(1)  
National Wildlife Refuge Administration Act of 1966 (16 U.S.C. 668dd-668ee, 80 Stat. 927, as amended) (FWS)  
National Wildlife Refuge System Improvement Act of 1997 (P.L. 105-57) (FWS)  
California Public Resources Code, Section 4125 to 4127 and 4141

## II. PURPOSE

The purpose of the “California Cooperative Wildland Fire Management and Stafford Act Response Agreement” (**CFMA**) (hereinafter called the Agreement) is to document the commitment of the Agencies to this Agreement to improve efficiency by facilitating the coordination and exchange of personnel, equipment, supplies, services, 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 wildland 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 – wildland 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 Framework (NRF) 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 wildland fires and non-wildland emergencies or disasters that are Presidentially-declared emergencies and disasters are covered under this Agreement.**

The Agencies to this Agreement are:

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

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

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

The United States Department of the Interior, Fish and Wildlife Service, California/Nevada Operations, hereinafter called "FWS"; and

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

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

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

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

#### 1. Incorporation of Exhibits into Agreement

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

<b>Exhibit</b>	<b>Contents</b>
A	Glossary of Terms
B	Principal Contacts

C	Annual Operating Plan Outline
D	Supplemental Project Plan
E	Cost Apportionment
F	Cost Share Agreement Template
G	Interagency Aircraft Utilization Guidelines
H	Unified Ordering Point
I	Changes To Direct Protection Area (DPA)
J	Fire Prevention
K	Fire Safe Planning
L	Structure Protection Guidelines
M	Addendums / Operating Plans
<u>N</u>	<u>Use and Reimbursement for Stafford Act Shared Resources</u>
<u>O</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 be automatically incorporated into this Agreement without necessitating a formal modification as defined in Agreement Provision #72.

## 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:

- A. This Agreement
- B. Statewide AOP
- C. Exhibits to this Agreement
- D. Zone or local AOP
- E. Project and Financial Plan

## III. RECITALS

1. Lands for which California is responsible for wildland fire protection and the lands for which the respective Federal Agencies are responsible, are intermingled or adjacent in some areas, and wildland fires on these intermingled or adjacent lands may present a threat to the lands of the other;

2. "State Responsibility Area" (SRA), sometimes called State and Private lands upon which the State is responsible for wildland fire protection under California Public Resources Code Sections 4125 to 4127. For the purposes of this agreement, lands administered by the Federal Agencies shall be known as "Federal Responsibility Area" (FRA);
3. The Agencies to this Agreement maintain fire protection and fire management organizations. It is to the mutual advantage of the Agencies to this Agreement to coordinate efforts for the prevention, detection, and suppression of wildfires, fuels management, use of wildland fire, non 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. The State and Federal agencies acknowledge that differences exist between agency missions, but that each will represent the other agency's interests and must possess the recognition, knowledge and understanding of each other's mission objectives, authorities and policies. To the extent that "incident" objectives allow, each agency agrees to honor and actively pursue remedies to emergency fire situations that are consistent with what the other agency would have done had it been present. In "unified command" incidents, Incident Commanders must recognize each agency's mission objectives, authorities, and policies and agree as to how they will operate in compliance with same;
5. To provide a level of wildland fire protection for the intermingled lands "equivalent" to similar lands protected directly by the State or the Federal Agencies, the said intermingled and adjacent lands have been divided into practical "Direct Protection Areas" (DPAs) delineated by boundaries regardless of statutory responsibility, and this protection is assumed by administrative units of either the Federal Agencies or the State;
6. It is the intent of the Agencies signatory to this Agreement that State 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;
7. It is the intent of the Agencies hereto that federal resources be available to assist in fire management activities on all state and private lands the States are responsible to protect; and the USFS, BLM, BIA, NPS, and FWS have entered into a "National Interagency Agreement for Fire Management" to cooperate in all aspects of fire management;
8. The State and the Federal Agencies need to assist each other on "suppression" of wildland fires adjacent to DPA boundaries and make provisions for use of each other's fire protection resources;

9. The State and the Federal Agencies have established fire plans applicable to their respective DPAs. Such plans describe the personnel, equipment, and administrative support necessary to provide acceptable levels of wildland fire protection capabilities to meet agency objectives;
10. The State and the Federal Agencies desire to cooperate to the maximum extent possible to achieve objectives of common interest and concern. The concept of a functionally integrated fire protection system, involving Federal, State and Local government resources, is the most effective method of delivering fire protection where life, property, and natural resource values are at risk;
11. It is the intent of the Agencies signatory to this agreement that the Local Annual Operating Plan adheres to the informational guidelines and format of Exhibit C, Operating Plan Outline. It is also intended that all components of the Local Operating Plan be utilized during table-top or other tactical decision exercises and, as appropriate, to brief out of area resources;
12. 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 Wildland Fire Terminology found on the "Publications" page of the National Wildfire Coordinating Group web-page ([www.nwccg.gov](http://www.nwccg.gov), or by direct link at <http://www.nwccg.gov/pms/pubs/glossary/index.htm>) and in Exhibit A, Glossary;
13. 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 NRP, 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

14. **California Wildfire Coordinating Group (CWCG)**: This group shall provide coordination and recommendations for all interagency fire management activities in California. As a minimum, the group will consist of one representative from each State and Federal Agency signatory to this Agreement as designated by Agency Administrators. To facilitate representation of the Forest Service at meetings of this group, as well as for other on-going routine issues, the Regional Forester for Region Five (Pacific Southwest), or his/her designee, in coordination with Region Four and Region Six, will represent all Forest Service Regions covered by this Agreement. To

facilitate representation of the Bureau of Land Management at meetings of this group, as well as for other on-going routine issues, the BLM State Director for California, or his/her designee, in coordination with Nevada, will represent all Bureau of Land Management States covered by this Agreement. Membership, procedures, and guidelines will be agreed to and documented in the CWCG Charter.

CWCG may charter interagency technical committees to study areas of concern, including but not limited to communications, training, field operations, information systems, dispatching, "fire prevention," aviation, and fiscal issues.

**15. National Incident Management System:** The Agencies to this Agreement will operate under the concepts defined in the Department of Homeland Security's (DHS) *National Incident Management System (NIMS)* and in accordance with the DHS *National Response Framework*. 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 NIMS concepts that will be followed include: Incident Command System (ICS), qualifications system, training system, the management of publications, and participating in the review, exchange, and transfer of technology as appropriate for providing qualified resources, and for the management of incidents covered by this Agreement.

**16. 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, Annual Operating Plan Outline). The following annual operating plans are listed in descending order of precedence:

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

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

B. Statewide Operating Plans

Statewide Operating Plans will address issues affecting statewide cooperation. The Statewide Operating Plans will be approved by the signatory State and Federal CWCG members. The Statewide Mobilization Guide will be identified as, and considered part of the Statewide Operating Plans.

C. Local Area Operating Plans

Local Area Operating Plans will be developed that outline the details of this Agreement for sub-geographical areas by May 15. Unit Administrators will have the responsibility for developing and approving sub-geographic area operating plans. Unless superseded by the Geographic Areas or Statewide Operating Plan, local area operating plans will apply.

D. 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 D, Supplemental Project Plan.

**17. Initial Attack Response Plans:** The State and Federal Agencies agree to actively pursue initial attack plans that utilize closest fire suppression resources. Each protection unit will identify pre-planned initial attack response areas within its' DPA.

**18. Interagency Annual Meetings:** Meetings with representatives from each signatory agency are recommended annually to ensure the cooperative goals of this Agreement are being met. These meetings are intended to be meetings of the Program Directors and Agency Chiefs with Fire Program responsibility.

These meetings are intended to be opportunities for top-level management to discuss any issues and share all information needed for the most efficient cooperation between the fire agencies.

Other levels of the agencies, like zones and local units, are encouraged to meet as necessary for their efficient interagency operations. Representatives at any level of the agencies are encouraged to meet with all or individual agencies as needed whenever issues indicate a need.

**19. Northern and Southern California Coordination Centers:** The Agencies to this Agreement recognize the Northern and Southern California Coordination Centers in Redding and Riverside, respectively, as the Geographic Area Coordination Centers (GACCs) for the California Geographic Area. The Agencies to this Agreement will coordinate fire management activities and resource movements through the Geographic Area Coordination Centers as appropriate. Agencies to this Agreement are not precluded from independent movement of resources.

**20. Interagency Command Centers:** The Agencies to this Agreement agree to maintain, support, and participate in Interagency Command Centers, as appropriate.

Staffing, funding, and level of participation will be agreed to by the affected Agencies to this Agreement and documented in annual operating plans and/or appropriate mobilization guides.

Routine dispatching services by the supporting agency will be at no cost to the protecting agency. If additional dispatching services are requested through a resource order, those services will be Assistance by Hire.

21. **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 and will be agreed to and documented in local operating plans.

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) will be managed as defined in the California and National Mobilization Guides.

A. Integrated Fire Protection Resource Use

Frequently, life, property and resource value threats mandate appropriate fire suppression resource application both in initial attack and in large fire operations. The State and Federal Agencies jointly acknowledge the necessity of mobilizing a suppression force that is capable of meeting incident objectives. Specifically, the agencies agree:

1. An integrated fire protection system, involving federal, state, and local government resources, is the most effective method of delivering fire protection where life, property, and high resource values are at risk.
2. A fully integrated initial attack force of suppression resources, including local government resources, is advantageous because it allows Incident Commanders to assign appropriate resources to objectives that complement their design. The agencies agree to actively pursue integrated resource initial attack plans where appropriate.

22. **Standards:** It is the goal of the 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. Agency direction for land management and aircraft use are identified in annual operating plans.

## V. PREPAREDNESS

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

A. Jurisdictional Agency

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

B. Protecting Agency

The Agency responsible for providing 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.

C. Supporting Agency

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

24. **Protection Planning:** Annually, before May 15, sub-geographic area Unit Administrators will determine efficiencies to be gained from reciprocal assistance and acquisition of protection services. Annual operating plans 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.

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

A. DPA Boundaries

DPA boundaries will delineate the dividing line between land that will be provided wildland fire protection by the State and land that will be provided wildland fire protection by the Federal agencies. DPA boundaries will be established by mutual consent. DPA boundaries will be delineated on a GIS data layer.

The DPA boundaries will be reevaluated during preparation of each Annual Operating Plan and during each “field review.” When the need to change a DPA boundary is identified, the affected Local Unit will recommend such a change for review and approval by the Agency Administrators. Exhibit I, Changes to Direct Protection Area (DPA), delineates the process for documenting, approving and recording changes to DPA. Whenever such a change is contemplated, the remaining parties to this agreement that are not directly affected by the change shall be notified to review potential indirect effects. The Agencies may initiate independent reviews of DPA boundaries.

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

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

**B. Fire Protection Fiscal Responsibilities**

All costs incurred to meet the protection responsibility within each agency’s DPA will be the responsibility of that protecting agency. This fiscal responsibility includes special management considerations as identified in the Operating Plan.

**C. Protection of State Responsibility Area (SRA)**

The State and the Federal Agencies shall jointly develop and review the Annual Operating Plan for the protection of SRA located within Federal Agency DPAs. As identified in the Annual Operating Plan, the Federal Agency, within the limitations of Federal authority and policy, will provide wildland fire protection at a level which is most nearly equivalent to the wildland fire protection that would be provided directly by the State on SRA of equal hazard, risk and value. Federal law regarding the obligating of Federal appropriations prohibits expenditures of wildland fire protection funds when there is no Federal interest in the lands. Fires occurring on any SRA in the DPA of the Federal Agencies will virtually always be a threat to FRA. It is in the Federal interest to protect these lands when a threat occurs, therefore any assistance requested of the State, other than “Mutual Aid,” will be “Assistance by Hire.”

**D. Protection of Federal Responsibility Area (FRA)**

The State and Federal Agencies shall jointly develop and review the Annual Operating Plan for the protection of FRA located within State DPAs. As identified in the Annual Operating Plan, the State will provide wildland fire protection at a level, which is most nearly equivalent to the wildland fire protection that would be

provided directly by the Federal Agencies on FRA of equal hazard, risk, and value. State law regarding the obligating of State appropriations prohibits expenditures of these funds when there is no threat to SRA lands. Fires occurring on any FRA in the DPA of the State will virtually always be a threat to SRA. When such is the case, any assistance requested of the Federal Agencies, other than Mutual Aid, will be Assistance by Hire. The Federal Agencies retain all land management responsibilities except for wildland fire protection on FRA within the area where the State has direct protection responsibility. This does not preclude the Federal Agencies from conducting fire prevention activities on these lands.

E. Protection of Local Responsibility Area (LRA)

Lands that are not SRA or FRA are considered “Local Responsibility Area” (LRA). Although LRAs are intermingled with and/or adjacent to SRA and FRA, the local government agencies protecting LRA are not parties to this agreement. Situations can exist where LRA is threatened or burned by “wildfires” involving SRA and/or FRA. When this occurs, the jurisdictional and financial responsibility for fire protection of the LRA rests with the local government agency (ies). Consequently, the local government agency (ies) may become a legitimate and appropriate party to an interagency “cost share agreement.” Procedures for initiating interagency cost share agreements involving LRA are detailed in paragraph 49, Local Government Agency Involvement in Cost Sharing.

The decision to seek reimbursement for costs associated with wildfires involving LRA is an agency policy issue and will be addressed on a case-by-case basis.

**26. Methods of Fire Protection and Suppression:** One agency may provide fire protection services on lands under the jurisdiction of another. The following are different methods to provide those services used in California:

A. Reciprocal Fire Protection (Mutual Aid)

For the purposes of this section, Mutual Aid is that automatic initial attack response by suppression resources and specified in the Local Area Operating Plans for specific pre-planned initial attack response areas. The Local Area Operating Plan will identify those initial attack resources that will be provided at no cost to the protecting agency as mutual aid. Mutual Aid will be limited to 24 hours from the time of initial report. Mutual Aid resources should be released as soon as possible. In no case shall they be held beyond the 24-hour mutual aid period without consent of the supporting agency. All assistance beyond these Mutual Aid periods will be Assistance by Hire, and will be billed retroactively for the full period from the time of initial dispatch.

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

B. Reimbursable Cooperative Fire Protection (Assistance by Hire)

Assistance by Hire is the provision of fire suppression resources, by one agency to another, on a full reimbursement basis. All requests to hire fire protection assistance must be clear and precise and shall be processed and recorded through the dispatching systems of the participating agencies. Requests not processed in this manner will not be reimbursable. Personnel, equipment, supplies, or services provided by a supporting agency and essential to filling the resource order, which are necessary and reasonable, shall be considered as reimbursable as Assistance by Hire. The State may provide out-of-state assistance to the Federal Agencies when requested. Such assistance will be assistance-by-hire unless otherwise specified as mutual aid in Annual Operating Plans pursuant to this Agreement.

Except for Mutual Aid, all requests for fire suppression assistance in an agency's DPA shall be Assistance by Hire. Any other resources provided by a supporting agency and not specifically ordered by the protecting agency, shall be considered a voluntary contribution.

See the "Annual Operating Plan for Cooperative Incident Billing Procedures" for information on reimbursable billings and payments for suppression billings.)

C. Exchange Fire Protection (DPA)

Agencies may exchange responsibility for fire protection for lands under their jurisdiction. Existing protection organization and facilities, response time, land ownership patterns, values to be protected and pertinent statutes and regulations will be considered when determining the location of the DPA boundaries.

The exception is if the parties involved are Federal Agencies. The National Agreement between the Department of 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.

1. BIA has contracted with CAL FIRE for primary fire suppression services on various Indian Trust Lands through an additional statewide agreement (see "Cooperative Fire Protection Agreement between US Department of Interior, BIA and State of California Department of Forestry and Fire Protection").

a. Contract Counties

State law provides that a county may, with the concurrence of the State, elect to assume responsibility for the fire protection of SRA and that the State may enter into a contract with said county for necessary protection. The State has entered into such a contract with the counties of Marin, Kern, Santa Barbara, Ventura, Los Angeles, and Orange that are hereinafter referred to as contract counties. These contracts are for the protection of SRA only, as State law does not provide for the State to contract with these counties for the protection of FRA. The protection of any FRA, LRA and improvements rests with the appropriate Federal Agency (ies) and/or local agency fire department(s) respectively.

A contract county is responsible for the command of all firefighting forces on fires in SRA within the county DPA. The contract county will make an appropriate initial attack on all fires and make a reasonable and substantial commitment of county or local mutual aid forces before requesting State assistance. If it is determined that State paid suppression assistance is required, the State will assign an Agency Representative or Agency Administrator. The Agency Representative or Agency Administrator will determine and authorize the State's fiscal responsibility. In the absence of an Agency Representative or Agency Administrator, the appropriate State Region Command Center (RCC) will determine and authorize the State's fiscal responsibility. The responsibility and authority for any expenditure of State emergency funds must rest with a State forest officer, typically the assigned Agency Representative or Agency Administrator.

**27. Joint Projects and Project Plans:** The Agencies to this Agreement may jointly conduct cooperative projects, within their authority and as authorized by law, to maintain or improve their fire management services and activities. These projects may involve such activities as prescribed fire/fuels management, pre-suppression, fire analysis/planning, rehabilitation, training, prevention, community wildfire protection plans, 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 billed according to "Annual Operating Plan for Cooperative Incident Billing Procedures" and Exhibit D, Supplemental Project Plan.

For Community Wildfire Protection Plans (CWPPs), see Exhibit K, Fire Safe Planning.

**28. 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. See Exhibit C, Annual Operating Plan Outline.

Fire prevention actions conducted by the protecting agency in its DPA on lands of the other agencies will be consistent with the protecting agency's general fire prevention activities and the terms of this Agreement. 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. See Exhibit J, Fire Prevention and Exhibit K, Fire Safe Planning.

**29. Public Use Restrictions:** Implementation of restrictions and closures shall be coordinated with all appropriate agencies. Guidelines are included in unit fire management plans.

**30. 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. See Exhibit J, Fire Prevention.

**31. Prescribed Fire and Fuel Management:** The Agencies to this Agreement agree to cooperate in the development and implementation of prescribed fire and fuels management programs, whose primary intent is to reduce fire hazard. Specifics for the cooperative use of "prescribed fire" are covered in the "Interagency Agreement for Cooperative Use of Prescribed Fire" between the State and Federal Agencies. In the event a wildfire results from prescribed burning operations of the State or a Federal Agency, as distinguished from joint prescribed burning operations, sole responsibility and accountability for the costs of suppression rest with that agency.

Any Agency within this Agreement may provide assistance to another Agency as requested and agreed to for the purposes of performing prescribed fire or other fuels management 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 D, Supplemental Project Plan and "Annual Operating Plan for Cooperative Incident Billing Procedures").

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

**32. Smoke Management:** Within their authorities, the Agencies to this Agreement agree to cooperate in smoke management rules and regulations. It is recognized by all Agencies that the daily 1300 LT conference call hosted by the CWCG Predictive

Services Units has proven a useful venue to discuss smoke dispersion, marginal burn days, and related issues. Participants include PS fire weather smoke management mets, agency burners, California ARB and individual air districts.

## VI. OPERATIONS

**33. Protection Priorities:** The State and Federal Agencies agree that they mutually share responsibilities for all values at risk from wildfire within their respective DPAs. Further, each agency agrees that incident management objectives will provide for firefighter safety first and recognize the following priorities:

1. Threat to human life.
2. Threat to property (e.g., structures, improvements, and communities) and natural/cultural resources.

To the extent that incident objectives allow, the State and Federal Agencies agree to honor and actively pursue remedies to emergency fire situations that are consistent with what the other agencies would have done had they been present. Specifically, the State and Federal Agencies acknowledge the necessity of demonstrating diligence in protecting infrastructure from wildfire and protecting wildland and watershed from infrastructure fires.

**34. Closest Forces Concept:** The State and the Federal Agencies agree to adopt the "Closest Forces Concept" for "initial attack." This philosophy dictates that the closest "available" appropriate resources regardless of ownership shall be utilized initially. The emphasis to get the closest appropriate resources to respond to "initial attack fires" is in the best interest of all agencies. This concept should be used for planning without regard to direct protection responsibility. This philosophy of closest forces will also be applied to ongoing incidents whenever there is a critical and immediate need for the protection of life and property. Unless otherwise identified in the annual operating plan, each Agency shall take prompt action to evaluate all wildfires on, or threatening lands, in its DPA.

Beyond initial attack, the closest forces concept is modified and the protecting agency will apply the philosophy of the "Most Appropriate Resource" to aid in the suppression of a wildfire.

**35. Move-up and Cover:** "Move-up and Cover" can be either Mutual Aid or Assistance by Hire as specified in the Annual Operating Plan. Move-up and Cover is limited to moving supporting agency engine companies into protecting agency facilities that have been temporarily vacated because of emergency activity. The protecting agency may provide vehicle fuel, minor maintenance, and lodging at no cost to the supporting agency. Resources on Mutual Aid Move-up and Cover will remain Mutual Aid until released or exceed 24 hours.

- 36. 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.
- 37. Boundary Line Fires:** A fire burning on or directly adjacent to, the DPA Boundary will be the initial attack responsibility of the protecting agencies on either side of the boundary. 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. Each agency will bear the cost of its initial attack forces on a “boundary fire.”

Unless it is determined that the fire is confined to the DPA of either the State or the Federal Agencies, a unified command organization will be implemented. For unified command, the Incident Commanders of the involved agencies shall mutually agree upon fire suppression objectives, strategies, commitment of agency suppression resources and establishment of the Unified Ordering Point (UOP), reference Exhibit H, Unified Ordering Point.

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

- 38. Independent Action:** Any participating agency may, upon its own initiative and with appropriate notification and coordination, attack wildland fires on lands that are under the direct protection of another agency. None of the parties to this agreement shall perform any fire suppression action that is contrary to limitations found in the appropriate Annual Operating Plan. The protecting agency may assume command of all fire suppression action when a qualified Incident Commander of that agency arrives at the fire.
- 39. Threat and Risk:** Each agency assumes a responsibility and role in suppressing fires within their DPA. In some cases suppression actions and associated costs are driven by opportunity and perceived threat to exposed resources, or life and property values. Perceived threat and risk to unburned areas can require more intensive efforts and higher costs in one agency’s responsibility area. When a fire is perceived to threaten or threatens the jurisdiction of another agency, the threat and risk can be considered in determining the share of costs actually expended.
- 40. Escaped Prescribed Fires:** Wildfire resulting from 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. 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 is described in the "Interagency Agreement for Cooperative Use of Prescribed Fire."

- 41. 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.

- 42. 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 a local operating plan, 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.

- 43. Wildland Fire Situation Analysis (WFSA):** Federal Agency policy requires that a WFSA be completed for all fires on or threatening FRA that escape initial suppression action. The procedure requires the Federal Agency to participate in developing incident objectives for the suppression action. When fires occur on State-protected FRA, the responsible Federal Agency will actively involve the State in this process.

Annual Operating Plans will contain procedures for completion and approval of the WFSAs. Final responsibility for strategy and tactical implementation within the selected alternatives in the WFSAs shall rest with the Incident Commander.

Similarly, for fires occurring on Federally-protected SRA which may require a WFSAs, the State shall participate in the WFSAs process.

44. **Delegation of Authority:** Local area operating plans will document procedures and criteria for Unit Administrators to specify direction, authority, and financial management guidelines to Incident Commanders.
45. **Preservation of Evidence:** As initial action is taken on a fire, the protecting agency is responsible to gather and preserve information and evidence pertaining to the origin and cause of the fire. To the extent permitted by Federal and State law, the protecting agency will provide investigation files relative to the fire to the other agency. Each agency will promptly notify the other when there is potential for cost recovery on a fire occurring on lands under the jurisdiction of the other agency. See Exhibit J, Fire Prevention.
46. **Stafford Act Responses:** For Stafford Act responses, mission-assigned Emergency Support Function (ESF) primary agencies may authorize support agencies as necessary to accomplish the required tasks. If a primary agency determines that the services of a support agency are needed, the primary agency will provide the support agency with written instructions and funding limitations. Mobilization activities will be accomplished utilizing established dispatch coordination concepts per the current National Interagency Mobilization Guide.

## VII. USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES

47. **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 California, 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.
48. **Duration of Assignments:** Consideration must be given to the health and safety of personnel when assigned to incidents. It is agreed that duration of assignments are dictated by each agency's policy. Extension of assignments beyond the agency policy may be requested. It is the responsibility of the protecting agency to request relief personnel in advance of the supporting agency's policy time limits. The protecting agency is further responsible for the transportation costs of moving personnel to the fire and returning those relieved personnel back to their home stations. In all cases, the State and Federal Agencies agree that their Incident Commanders will release

suppression resources to their primary mission responsibilities as soon as priorities allow. Incident Commanders shall adhere to work/rest policies of respective responding Agencies.

#### **49. Supplemental Fire Suppression and Cost Share Agreement:**

##### **A. Incidents**

A cost share agreement will be prepared when there is: (1) a multi-jurisdictional incident or, (2) an incident which threatens or burns across DPAs of the State and Federal Agencies and the Mutual Aid period has been exceeded. The State and the Federal Agencies have agreed upon methods for determining cost share procedures. These methods are described in the California Interagency Administrative Guide.

##### **B. Incident Support And Coordination Operations**

The State and Federal Agencies agree to jointly share the cost of incident support and coordination operations.

1. Separate cost share agreements will be developed for incident support and coordination operations. Redding and Riverside OCCs require special consideration (refer to #5 below).
2. Typically, cost share agreements for incident support and coordination operations will include the costs generated by management groups and resources not ordered for a specific fire incident. The responsibility for the development of such an agreement will reside with the managers of the support or coordination operation that has been mobilized.
3. Actual costs should be accounted for separately by using an appropriate order number for each agency and support facility and not intermingled with specific fire incident costs. Cost shares will be developed for each unique support operation. As the methodology may vary with each location and situation, it will be documented in the resulting cost share agreement.
4. These incident support and coordination operations need to be staffed to redeem their financial responsibilities, including cost share agreements. The management of these operations should include a Finance Section Chief and any needed administrative support positions.
5. Absent a separate negotiated cost share agreement by the State and Federal OCC Coordinators, the costs involved with the Operation Coordination Centers at Redding and Riverside will be the responsibility of the ordering agency.

6. The guidelines for developing for Incident Support and Coordination Operations Cost Shares are described in the California Interagency Administrative Guide.

**50. Local Government Agency Involvement in Cost Sharing:** The State and Federal Agencies recognize that cost share agreements may contain cost shares assigned to local government agencies that are charged with the protection of LRA. When developing cost share agreements, LRA shares will be identified even though those shares may be absorbed by the State or Federal Agencies. In the event a responsible local government agency is unable or unwilling to become a party to a cost share agreement, the LRA cost shares will be assigned to the State and/or Federal Agencies using the following logic:

- A. If the LRA that was burned, or threatened, is entirely related to one agency's DPA, then that agency will assume the responsibility for negotiations for recovery of LRA costs.
- B. If the LRA that was burned, or threatened, is related to the DPA of the State and one or more of the Federal Agencies, then the LRA cost share will be apportioned between the respective agencies based on an agreement between the Incident Commanders, and the negotiations for recovery of LRA costs will be assumed by the involved agencies.
- C. The decision to seek reimbursement for costs associated with protection of LRA is a policy issue for each of the parties to this agreement that will be addressed on an individual case basis. The agency with the greatest percentage share will typically lead the reimbursement effort.

**51. "Cost Apportionment" and "Cost Share" Settlements:** For incidents which involve multi-operational periods and/or high cost incidents, as determined by Incident Commanders, for which cost sharing is appropriate, Incident Commanders will use cost apportionment methods in developing incident cost share agreements. Cost apportionment methods are described in the "California Interagency Administrative Guide." State and Federal Agency Cost Apportionment Technical Specialists (CATS) will be trained and available to assist an incident command in developing the cost share documentation and agreements for appropriate incidents. These technical specialists will be available through normal ordering and dispatching channels.

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

**52. Contract County Resource Costs:** The state may pay for certain contract county resources used on SRA fires within the county provided their use is approved by the State. Such payments are in addition to the regular contract amount. Conversely, there are certain contract county resources that the State will not pay for when used on an SRA fire within the county. Because of the potential for State financial

involvement on SRA fires in the contract counties, significant boundary fires involving the Federal Agencies will become cost share fires between the State, the Federal Agencies and possibly the contract county.

Contract County resources are eligible for reimbursement by Federal Agencies under local agreements when ordered by a Federal Agency to work initially in the Federal DPA, outside of established mutual-aid period. In cost share situations, these costs will be accepted in the cost pool.

- 53. Payment of Structure Protection:** For wildfires within a State or Federal Agency's DPA, that agency will bear financial responsibility for all costs resulting from actions taken by that agency's Incident Commanders in suppression efforts and in minimizing damages to exposed life, property and natural resource values. An exception to this would be costs that are reasonably incurred by the local agency in its jurisdiction while providing structural fire protection.

For wildfires involving multiple DPAs, those agencies will bear the financial responsibility for costs resulting from the actions taken by the Incident Management, as documented in the signed cost share agreement.

In situations when local government fire protection agencies order additional resources and initiate additional actions beyond the level deemed necessary by the Unified Command, the local agency is responsible for the costs. The additional resources would be obtained through either a local agreement or the "Master Mutual Aid Agreement."

Structure Protection Payment Guidelines and scenarios are identified as Exhibit L, Structure Protection Guidelines, of this agreement.

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

- 55. Facilities, Equipment and Support:** It is mutually agreed that when beneficial for the protection of FRA and/or SRA, and in conformance with existing laws and regulations, the State and the Federal Agencies may procure, loan, lease, share or exchange facilities, equipment and support services. This may include, but is not limited to, such things as administrative facilities, dispatch centers, fire stations, air attack bases, lookouts, warehouses, vehicles, fire equipment, remote automatic weather stations, lightning "detection" equipment and communications equipment. Any operational costs required for such use may be shared and reimbursable by the

using agency. Any shared cost or reimbursements will be governed in accordance with existing policy of each agency and documented in a "Facility Operating Plan". Whenever it has been agreed between a Federal Agency and the State that mutual benefit exists, any fees for such use, as might be found in Special Use permits or other similar documents, may be waived.

**56. Obtaining and Replacing Fire Supplies:** Either the State or Federal Agencies may elect to procure fire equipment and supplies from each other for fire suppression or fire replacement. Orders for fire suppression equipment, including fire hose, tools, sleeping bags, headlamps, rations and other equipment will be processed through established channels. Replacement of agency-owned expendable tools and supplies lost, damaged, or expended by the supporting agency may be reimbursed except as provided in paragraph 72, Waiver.

**57. California National Interagency Caches:** The California National Interagency Caches are part of the national system that supports wildland fires as a primary mission but will support non-fire incidents when it does not adversely affect its primary function. It is essential for cache items to be promptly returned in accordance with loss/tolerance limits so the cache is available to supply future incidents.

The State agrees to comply with established National Fire Cache procedures as outlined in the "California Mobilization Guide" and "National Fire Cache Operating Plan."

**58. 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.

**59. 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. Any payment will be made in accordance with existing policy and regulations.

**60. Communication Systems:** The State and Federal Agencies may mutually agree to share components of their communications and information management systems such as radio frequencies, computer networks, automated dispatching and resource ordering systems, data transmission lines and communications sites. Annual Operating Plans detail any restrictions or special requirements of this sharing.

Further, the agencies agree to work cooperatively in the further development, deployment, and utilization of such systems and facilities. Such agreement shall be approved only by Agency authorized personnel.

- 61. Fire Weather Systems:** The Agencies to this Agreement will cooperate in the gathering, processing, and use of fire weather data, including the purchase of compatible weather sensing platforms and when feasible, making joint use of computer software. The Agencies to this Agreement will jointly evaluate and agree to any deletions or additions to their weather observing networks. The National Fire Danger Rating System (NFDRS) is the common and agreed upon fire danger rating system. Agencies are in agreement that all weather stations used for NFDRS purposes will be subject to the Standards contained in publication PMS 426-3, NWCG NFDRS Weather Station Standards <http://www.fs.fed.us/raws/standards.pdf>. State and Federal agencies will, through the appropriate venue (currently FIRESCOPE's Predictive Services Specialist's Group), strive to jointly evaluate any proposed new California weather station locations, in order to prevent unnecessary redundancy.
- 62. Federal Agencies Weather Data Processing System:** The State and Federal Agencies agree to collaborate in providing fire weather services. The State will be permitted use of the Federal Agencies' Weather Information Management System (WIMS). Use of the system by the State will be via the Internet, at all levels from individual Unit to State HQ. When the State uses the system, the identifying account numbers assigned by the Federal Agencies to the State will be used.
- 63. Aviation Operations:** Interagency use of, and billing for, aircraft will be in accordance with procedures mutually established by the Agencies. Interagency aircraft use guidelines are attached hereto as Exhibit G, Interagency Aircraft Utilization Guidelines. Aircraft contracts require their contractors to bill the "contracting agency" for all payments due. State and Federal Agencies' contract aircraft used by other parties herein under the Assistance by Hire terms of this agreement will be paid by the contracting agency. The contracting agency will, in turn, bill the using agency for all Assistance by Hire aircraft use. The "administrative charge," used for all Assistance by Hire billings, will be added to all charges for use of contract aircraft.

The United States Forest Service will not apply an "administrative fee" as per agency procedures. For BIA "administrative charges," see the "Annual Operating Plan for Cooperative Incident Billing Procedures" or the "Cooperative Fire Protection Agreement between U.S. Department of Interior, BIA and State of California Department of Forestry and Fire Protection."

The State and Federal Agencies agree to bill each other only for like aircraft costs. These costs are divided into two categories: Flight and Availability. The "Annual Operating Plan for Cooperative Incident Billing Procedures" contains additional definitions and explanations on aircraft billings.

- 64. Billing Procedures:** For any incidents or other actions where costs are incurred pursuant to the terms of this agreement, the agencies will comply with the processes and procedures established in the "Annual Operating Plan for Cooperative Incident Billing Procedures."

A. Personnel

With the exception of personnel included in Mutual Aid, each agency shall submit a bill which shall include salary, overtime, employee benefit cost, travel, and subsistence (including lodging) related directly to the fire, for all personnel ordered by the protecting agency.

B. Motorized Ground Equipment

Use rates for all State and Federal Agency-owned motorized ground equipment (including operators) provided as Assistance by Hire shall be paid at the rate established by each agency for its equipment. Rates for motorized equipment will include motor fuels and lubricant costs. Charges for motor fuels and lubricant costs supplied by the protecting agency will be billed separately.

The State and Federal Agencies agree to jointly use Emergency Equipment Rental Agreements (EERAs) and Interagency EERA rates for privately owned equipment hired for fires. Instruction for administering these agreements has been provided in the California Interagency Emergency Equipment Rental Rate Package submitted to each agency's operational and administrative units.

The Forest Service and Bureau of Land Management are transitioning to EERA rates that are established by competitive solicitation rather than set by an Interagency Rate Guide. Starting in 2007, the rates for support water tenders and type 3 and 6 engines will no longer follow the California Interagency Emergency Equipment Rental Rate Package. Between 2007 and 2010, the majority of rental equipment that is hired on EERAs by the Forest Service and the Bureau of Land Management will be transitioned to new EERAs based on competitive best value awards, and the equipment will no longer follow the Interagency Rate Guide. The EERAs for the water handling equipment can be found on the following website at www.eatis.net under the submenu titled Solicitations and Agreements.

C. Organized Emergency Crews

Organized Emergency Crews (e.g., On Call Crews and Contract Crews), usually consisting of 20 persons that are organized, trained, and supervised by the Federal Agencies, are available for State use. Organized Emergency Crews currently under Federal Agency hire can be sent to State fires without changing payroll systems. Salary and transportation costs will be reimbursed as Assistance by Hire. Federal Agency Crew Technical Specialists accompanying an Organized Emergency Crew will be reimbursed as Assistance by Hire.

**65. Accounting for Assistance by Hire Costs:** The State and the Federal Agencies will document all expenditures incurred for providing Assistance by Hire services under the terms of this agreement. Expenditures include both direct costs and indirect or

administrative costs. The administrative charge, used for all Assistance by Hire billings, will be applied to all direct costs. The State and the Federal Agencies shall use a comparable method to determine the rate for such administrative charges. All costs will be calculated using established agency procedures.

The United States Forest Service will not apply an “administrative fee” as per agency procedures. For BIA “administrative fees” or indirect costs, see the “Annual Operating Plan for Cooperative Incident Billing Procedures” or “Cooperative Fire Protection Agreement between US Department of Interior, BIA and State of California Department of Forestry and Fire Protection.”

66. **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. Any costs recovered as a result of independent litigation will not be subject to apportionment with other affected agencies. Whenever collections that result from joint legal action have the effect of reducing the net expenditures of the State or the Federal Agencies to accomplish services provided for in this agreement, then such collections may be reported and shared proportionately, after deducting the cost of collection, with the affected agencies.

Refer to the “Annual Operating Plan for Cooperative Incident Billing Procedures” for information on Cost Share Settlements Involving Civil Cost Recovery or Court Ordered Restitution.

67. **Stafford Act: The Use and Reimbursement for resources when responding under the Stafford Act, shall be governed by the provisions contained in Exhibit N.**

## VIII. GENERAL PROVISIONS

68. **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.

**69. 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.

**70. Accident Investigations:** Whenever an accident occurs involving the equipment or personnel of a supporting agency, the protecting agency shall take immediate steps to notify the supporting agency that an accident has occurred. As soon as practical, the protecting agency shall initiate an investigation of the accident. A team made up of appropriate representatives from all affected agencies shall conduct the investigation.

See Exhibit G, Interagency Aircraft Utilization Guidelines, for aircraft accidents. Investigation cost for personnel will be agency specific and will be borne by the sending agency. Other accident or incident investigation costs are the fiscal responsibility of the agency (ies) that has jurisdiction and/or investigative responsibility.

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

**71. 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 66.

**72. 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 which the Agency is otherwise legally liable. Third party claims will be processed by the protecting agency.

The Stafford Act shall govern liability issues arising with regard to response actions under that Act.

**73. 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.

**74. Annual Review:** If deemed necessary, prior to March 1, representatives of the State and Federal Agencies will meet and review matters of mutual concern related to this Agreement. Annual Operating Plans will be reviewed annually and revisions will be completed by May 15.

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

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

**77. 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 years from that date.

Any Agency shall have the right to terminate their participation under this Agreement by providing one-year advance written notice to the State and other Agencies.

**78. Previous Agreements Superseded:** This Agreement supersedes the following:

“Cooperative Fire Protection Agreement” signed and entered into January 1, 2002, as amended.

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.

**79. Officials Not to Benefit:** No member of, or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit to arise there from, unless it is made with a corporation for its general benefit.

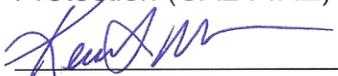
**80. Nondiscrimination:** The State and Federal Agencies shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d through 2000-6); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) which prohibits discrimination on the basis of disabilities

and provides for reasonable accommodation in hiring of persons with disabilities; (d) the Older American Act of 1965 as amended (42 U.S.C. 3056 and 6101 et seq.); and (e) USDA 9 AR, Title VI Implementation Regulations.

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

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

Director  
State of California  
Department of Forestry and Fire  
Protection (CAL FIRE)

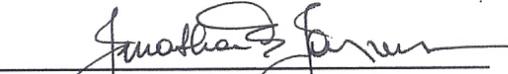
 *for*

By: Ruben Grijalva, Director

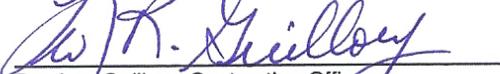
Date: 10/24/07

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

Regional Director  
USDI National Park Service  
Pacific West Region

  
By: Jonathan B. Jarvis, Regional Director  
Date: 11/6/2007

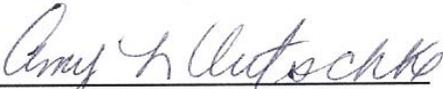
Contracting Officer  
USDI National Park Service  
Pacific West Region

  
By: Leo Guillory, Contracting Officer  
Date: 10/31/07

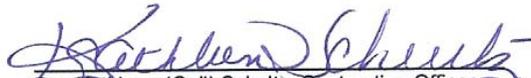
IN WITNESS WHEREOF, the Agencies hereto have executed this Cooperative Wildland Fire Management Agreement as of the last date written below:

Regional Director  
USDI Bureau of Indian Affairs  
Pacific Regional Office

Contracting Officer  
USDI Bureau of Indian Affairs  
Pacific Regional Office

  
By: Amy Dutschke, Acting Regional Director

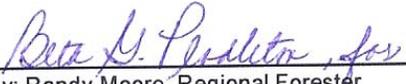
Date: 10/15/07

  
By: Kathleen (Gail) Schultz, Contracting Officer

Date: 10/16/07

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

Regional Forester  
USDA Forest Service  
Pacific Southwest Region  
Region Five

  
By: Randy Moore, Regional Forester

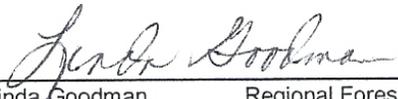
Date: 11/16/07

Grants & Agreements Coordinator Specialist  
USDA Forest Service  
Pacific Southwest Region

Region Five  
  
By: Theodoris Broussard, Grants & Agreements Spec.  
Regional G&A Coordinator

Date: 11/16/07

Regional Forester  
USDA Forest Service  
Pacific Northwest Region  
Region Six

  
By: Linda Goodman, Regional Forester

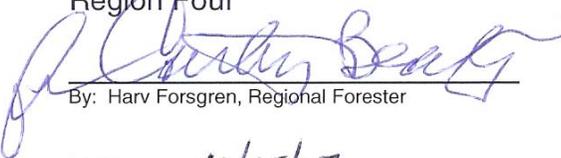
Date: 10/29/07

Contracting Officer  
USDA Forest Service  
Pacific Northwest Region  
Region Six

  
By: Kermadine Barton, Contracting Officer

Date: 10/30/2007

Regional Forester  
USDA Forest Service  
Intermountain Region

Region Four  
  
By: Harv Forsgren, Regional Forester

Date: 11/15/07

Grants & Agreements Coordinator  
Specialist  
USDA Forest Service  
Intermountain Region  
Region Four

  
By: Doris Mackey, Grants & Agreements  
Specialist, Regional G&A Coordinator

Date: 11/12/07

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

State Director  
USDI Bureau of Land Management  
California State Office

*JAMES NECKY ABBOTT*  
By: Mike Pool, California State Director  
Date: OCT. 16, 2007

Contracting Officer  
USDI Bureau of Land Management  
California State Office

*Julia B. Lang*  
By: Julia Lang, Contracting Officer  
Date: 10/17/07

State Director  
USDI Bureau of Land Management  
Nevada State Office

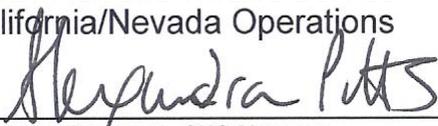
*Ron Wenker*  
By: Ron Wenker, Nevada State Director  
Date: 12/11/07

Contracting Officer  
USDI Bureau of Land Management  
Nevada State Office

*Kenda C Tucker*  
By: Kenda Tucker, Nevada State Contracting Officer  
Date: 12/10/07

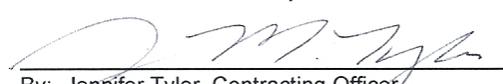
IN WITNESS WHEREOF, the Agencies hereto have executed this Cooperative Wildland Fire Management Agreement as of the last date written below:

CNO Manager  
USDI Fish and Wildlife Service  
California/Nevada Operations

  
By: Steve Thompson, CNO Manager

Date: 9/4/04

Contracting Officer  
USDI Fish and Wildlife Service  
California/Nevada Operations

  
By: Jennifer Tyler, Contracting Officer

Date: 8/28/07

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

**EXHIBIT A**

**Glossary**

**Note: Terms relating to Stafford Act responses are found in a separate glossary, Exhibit O.**

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

**Agency Administrator:** Officials who are signatories to this Agreement, as follows: Bureau of Land Management (BLM), State Director; Forest Service (USFS), Regional Forester; Bureau of Indian Affairs (BIA), Regional Director; National Park Service (NPS), Regional Director; Fish and Wildlife Service (FWS), Regional Director; California Department of Forestry and Fire Protection (CAL FIRE), Director, etc.

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

**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.

**Appropriate Suppression Action:** Fire suppression action consistent with protecting agency fire suppression policy, except where modified by Operating Plans or WFSA.

**Assistance by Hire:** Fire suppression resources and associated support resources needed to fill the incident order that are to be paid for by the protecting agency. Reimbursement is on an actual cost basis.

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

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

**California Fire Alliance:** The Alliance is a cooperative membership dedicated to the support of pre-fire principles and activities' ensuring that pre-fire management provides for public and community safety, minimizes costs and loses, and maintains and improves the quality of the environment. The Alliance constitutes an interagency forum for coordinating member agencies' efforts in an integrated fashion.

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

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

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

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

**Contract County:** Six county fire departments within the State of California that provide initial attack fire suppression to the State responsibility Area within each County through agreements with the California Department of Forestry and Fire Protection. The counties are Kern, Los Angeles, Marin, Orange, Santa Barbara and Ventura.

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

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

**Cost Oversight Group (COG):** Executive level interagency committee comprised of representatives from the Forest Service, California Department of Forestry and Fire Protection, Bureau of Land Management, National Park Service, Fish and Wildlife Service, and Bureau of Indian Affairs.

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

**Cost Share Agreement:** An interagency agreement describing the conditions and/or percentage of State, Federal and possibly Local Agency financial responsibility for costs incurred as a result of jointly approved operations pursuant to the terms of this agreement. See Exhibit F, Cost Share Agreement.

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

**Detection:** The act or system of discovering and locating a fire.

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

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

**Equivalent:** Equivalent fire protection is that which may be reasonably compared, using mutually agreed to measures such as staffing, organization, performance, and available resources.

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

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

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

**Fire Helicopter:** A rotary wing aircraft provided by the State or a Federal Agency for planned availability and initial attack fire response.

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

**Fire Prevention:** Activities directed at reducing the number of fires that start, including public education, law enforcement, and dissemination of information and the reduction of hazards through engineering methods.

**Fire Safe Planning:** Those activities relating to the implementation and enforcement of Public Resources Code Section 4290.

**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.

**Helitack:** A fire fighting module consisting of a “fire helicopter,” helitender, and fire fighting crew. The number of personnel in the crew may vary.

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

**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.

**Initial Attack:** Resources initially committed to an incident.

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

**Initial Attack Fire:** A fire that is generally contained by the first dispatched fire suppression resources without significant augmentation or reinforcement.

**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.

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

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

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

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

**Master Mutual Aid Agreement:** (Also known as the California Disaster and Civil Defense Master Mutual Aid Agreement). This is an agreement, without expectation of reimbursement, between the state and its political subdivisions (cities, counties, districts, etc.) for the exchange of resources during emergency situations. Effective mobilization of fire protection resources under this agreement is accomplished through the California Fire Services and Rescue Emergency Mutual Aid System, “Mutual Aid Plan,” under the direction of the Governor’s Office of Emergency Services (OES).

**Most Appropriate Resource(s):** The selection of suitable resources used by the agency managing an extended attack or major wildfire in its Direct Protection Area.

**Move-Up And Cover:** Identifies a relocation of fire suppression resources from their established location to a temporary location to provide fire protection coverage for an initial attack response area.

**Mutual Aid:** Automatic initial attack response by suppression resources (excluding aircraft and pilot(s)) as specified in the Operating Plan for specific pre-planned initial attack response areas and provided at no cost to the protecting agency for the first 24 hours from the time of initial report. Mutual Aid is limited to those Initial Attack resources or move-up and cover assignments that have been determined to be appropriate in the annual Operating Plans. Aircraft (fixed and rotary-winged, including pilot(s)) shall always be Assistance by Hire.

**Operating Plan:** A plan developed at the State, Geographic, or local levels for implementing the Cooperative Fire Protection Agreement in their respective areas of responsibility.

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

**Perimeter Control:** Tactical suppression actions taken to stop the fire spread on wildland fires.

**Point Protection:** Tactical suppression actions taken to protect significant high value resources from unwanted fire.

**Prescribed Fire:** The planned use of fire on wildlands to accomplish specific objectives including reducing fire hazard, providing flood protection, enhancing wildlife and fisheries, or improving water yields and/or air quality.

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

**Pre-Suppression:** Activities in advance of fire occurrence to insure effective suppression action, includes training, planning, procuring and maintaining equipment, development of fire defense improvements and maintaining cooperative arrangements with other agencies.

**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, or agreement.

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

**Protection Unit:** Forest Service Protection Units shall mean National Forests, Bureau Protection Units shall mean Bureau of Land Management Field Offices, Park Service Protection Units shall mean National Parks, National Monuments, National Seashores, National Preserves, National Historic Sites and National Recreation Areas, Bureau of Indian Affairs shall mean Reservations, Rancherias, and Public Domain Allotments, Fish and Wildlife Service shall mean National Wildlife Refuges, National Fish Hatcheries, and Wildlife Management Areas, and State Protection Units shall mean Units.

**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 are identified and updated annually in the “Annual Operating Plan for Cooperative Incident Billing Procedures.” (See the “Annual Operating Plan for Cooperative Incident Billing Procedures” for information on reimbursable billings and payments for suppression billings.)

**Repair Of Suppression Activity Damage:** Those activities undertaken by fire suppression forces during or immediately after the control of a wildfire to insure the prevention of erosion or to repair other damages resulting from fire suppression activities.

**Responsibility Areas:** See definitions for Local Responsibility Area (LRA), State Responsibility Area (SRA), and Federal Responsibility Area (FRA) elsewhere in glossary.

**Special Management Areas:** Specific areas with management objectives that require special consideration and procedures, including areas that have been so designated legislatively or administratively because of their unique resource values.

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

**Structure Fire Protection:** The protection of homes or other structures from wildland fire.

**Supporting Agency:** An agency directly contributing suppression, rescue, support or service resources to the agency possessing direct fire protection responsibility for the area upon which an incident is located.

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

**Training Operating Plan:** A document developed in accordance with the terms of this agreement at the appropriate State and Federal Agency administrative level to address training issues including but not limited to the sharing of training facilities, use of cadres, course scheduling, financial procedures, or training standards.

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

**Unified Command:** The organizational structure implemented on multi-jurisdictional incidents. The Agency Incident Commanders will jointly determine incident objectives.

**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, Unit Chief for California Department of Forestry and Fire Protection (CAL FIRE).

**Wildfire:** An unwanted fire burning uncontrolled on wildland.

**Wildland:** Lands covered wholly or in part by timber, brush, grass, grain, or other flammable vegetation.

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

**Wildland Fire Use:** The use of wildland fire to accomplish land and resource management objectives is referred to as prescribed fire, the deliberate application of fire to wildlands to achieve specific resource management objectives. These fires may be ignited either by resource managers or by natural events such as lightning.

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

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

**EXHIBIT B.**

**Principal Contacts**

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

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

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

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

National Park Service  
Fire Management  
1111 Jackson Street, Suite 700  
Oakland, CA 94607  
Phone: (510) 817-1370  
FAX: (510) 817-1487

California Department of Forestry  
And Fire Protection (CAL FIRE)  
Cooperative Fire Protection Programs  
State and Federal Agreements  
1416 9<sup>th</sup> Street  
Sacramento, CA 94244  
Phone: (916) 653-6198

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

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

**EXHIBIT C**

**Operating Plan Outline**

The “California Cooperative Wildland Fire Management and Stafford Act Response Agreement” is the umbrella agreement for Local Annual Operating Plans. The Operating Plan will be a local working document that is developed between the various Bureau Field Office(s), National Forest(s), National Park(s), Refuge(s), and the appropriate State Unit(s).”

The local operating plans shall be forwarded to the Region Chiefs (CAL FIRE) and the State Fire Management Officer (BLM), Regional Fire Management Officer (NPS and BIA), or Manager (FWS), and Regional Forester (FS) by May 15, following approval by the designated State representative (CAL FIRE) and the Bureau Line Officer (BLM and BIA), Park Superintendent (NPS), Refuge Manager/Project Leader (FWS), or Forest Supervisor (FS).

The plan should contain the following information and should follow the same format as this outline.

1. Identification of the administrative units involved.
2. Authority for plan - cite California Cooperative Wildland Fire Management Agreement (CFMA) between State and Federal Agencies
3. Delineation and description of fire protection elements:
  - a. DPA Boundary
  - b. Agency and Cooperator Roles and Limitations within DPAs
  - c. Pre-planned Initial Attack Response Areas by Dispatch Levels and Resources
  - d. Mutual Aid Move-up and Cover Facilities
  - e. Non-wildfire Emergencies
  - f. Repair of Suppression Activity Damage
4. Special management considerations:
  - a. Wilderness Areas
  - b. Wild and Scenic Rivers
  - c. Research Natural Areas
  - d. Cultural and Archeological Sites
  - e. Roadless Areas

- f. Communities/Structures
  - g. Threatened and Endangered Species
  - h. State Parks with SRA located within Federal Agency DPA
  - i. Other areas identified in land management planning documents or otherwise requiring special procedures
5. Fire Protection Organization including prevention, detection, ground and air attack units, supervisory personnel, drawdown levels and other cooperating agencies:
- a. Resources
  - b. Location
  - c. Anticipated Activation Period
  - d. Staffing Level
  - e. Narrative of Organizational Changes from previous year, whether temporary or permanent
6. Map(s) to be Maintained and Attached to the Operating Plan:
- a. DPA Boundary
  - b. Fire Protection facilities by agency and location (If local agency, so indicate)
  - c. Pre-planned Initial Attack Response Areas
  - d. Mutual Aid Move-up and Cover Facilities
  - e. Special Management Consideration Areas
  - f. Risk identification map products (examples listed)
    - (1) Fire Hazard Severity Zone Maps: Cal Fire FRAP (<http://frap.cdf.ca.gov/data/frapgismaps/select.asp>)
    - (2) Local Unit Fire Plan and Map: Local Cal Fire Unit (Pre-Fire Planner)
    - (3) USFS Pocket Card: USFS (<http://deimos.nwcg.gov/pocketcards/default.htm>)
    - (4) Land Fire Maps: DOI (BLM)/DOA (USFS) (<http://www.landfire.gov/index.php>)
7. Operational Procedures
- a. Fire Notification
  - b. Establishment of Initial Attack Dispatch Levels
  - c. Boundary fires including Unified Command and Cost Sharing
  - d. Assistance by Hire and Resource Order Process

- e. Aircraft
  - f. “Handcrews” and Dozers
  - g. Move-up and Cover
  - h. Wildland Fire Situation Analysis
  - i. Post-incident Action Analysis
  - j. Interagency Sharing of Communications Systems and Frequencies
  - k. Interagency Procurement, Loaning, Sharing, or Exchanging of facilities, equipment, and support services
  - l. Joint Mobilization Centers or other incident support facilities
  - m. Local Area Mapping
    - (1) Duplication/Storage/Warehousing
    - (2) Distribution Procedures
      - (a) CDs to compliment this plan
      - (b) CDs utilized to print mapping for IAPs
      - (c) Part of Cover Crew Guidebook
      - (d) Distribution of mapping to out of area resources
    - (3) Briefing of out of area resources on map products
8. Fire Prevention
- a. General Cooperative Activities
  - b. Information and Education
    - 1) Red Flag Operations
    - 2) Joint Press Releases
    - 3) Smokey Bear Program
    - 4) Local Educational Programs
    - 5) Fire Prevention Signs
  - c. Engineering
    - 1) Fire Safe Planning
    - 2) Railroads and Utilities

- d. Enforcement
  - 1) Burning and Campfire Permits
  - 2) Restrictions and Closures
  - 3) Fire Investigations
- 9. General Procedures. How to handle:
  - a. Field Reviews
  - b. Updating of Plans
  - c. Public Information Distribution
  - d. Changes during Year (due to budget cuts, etc.)

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

**EXHIBIT D**

**Supplemental Project Plan**

**SUPPLEMENTAL NUMBER \_\_\_\_\_  
TO MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AGREEMENT**

*For wildland fire cost share process, see Exhibit E, Cost Share 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**



## **CALIFORNIA MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT**

### **Exhibit E**

#### **Cost Apportionment**

Four different processes are given as accepted methods for sharing costs for fires with multi-agency responsibility. **ALL METHODS REQUIRE DOCUMENTING THE RESULTS IN A COST SHARE AGREEMENT FOR THAT INCIDENT.** The complexity of each incident will dictate the simplicity or complexity of each agreement. The cost apportionment process is a more complex system for identifying agency cost-shares. Because of this, the cost share agreement template (see Exhibit F, Cost Share Agreement), represents the desired format for the cost apportionment process.<sup>i</sup>

The cost apportionment process is a more complex system for identifying agency cost share where Incident Agencies agree to share costs.<sup>ii</sup>

1. The apportionment method is used to share final incident costs based upon the usage of resources per operational period.
2. Costs are documented and approved by the Incident Commander(s) or other designated incident agency personnel on a daily basis.
3. Direct costs (e.g., helicopters, crews, air tankers, or retardant) are shared based upon assignment in the Incident Action Plan or actual use. Support costs (e.g., overhead team, caterer) are shared proportionally to the direct costs. Agency-specific costs are not shared.

#### **When Is A Cost Share Agreement Necessary?**

A cost share agreement is needed when there is a **multi-jurisdictional incident with a single or unified command and a decision has been made to share resources among jurisdictional agencies**, or, an incident threatens to burn across the Direct Protection Area (DPAs) of the fire agencies involved and the mutual aid period has been exceeded. The agreement should be agreed to by the Incident Commanders and/or Authorized Representatives.<sup>iii</sup>

#### **What Incident Management Should Expect:**

- Some Impact on the Incident Team.
  - IC's/AR's – Decision Making
  - FSC – Oversight
  - Operations folks – Provide Shift Information (i.e., Division Supervisors)

Cost apportionment is more labor intensive than the other cost share methodologies and will require a request for a Cost Apportionment Technical Specialist (CATS) to perform the function. California utilizes multi-agency CATS Teams to assist Incident Agencies in tracking, documenting, and advising IC/ARs in Cost Share Agreement incident costs for the larger and/or more complex incidents. As soon as the IC determines the criteria for cost sharing exists, an order should be placed

for the CATS. The CATS should be located at or in close proximity to the incident. The CATS initially meet with the Incident Commander (IC) and other IMT members to discuss the apportionment process and documentation requirements. The IC/ARs review and validate, by signature, the daily apportionment records.

**What the CAT team is attempting to do:**

- Develop Cost Share options & recommendations.
- Develop a Cost Share agreement for signature.

A cost share agreement is a signed document that shows financial responsibility for the shareable costs of the incident. Responsible protection agencies affected by the incident are accountable for their costs. The agreement can also identify requirements of other party payments.<sup>iv</sup> All cost share agreements must be incident-specific and documented in writing. See Exhibit F, Cost Share Agreement, for the format to be used in creating a cost share agreement.

**Procedures for Use:<sup>v</sup>**

This method of cost sharing identifies the suppression effort expended to protect each agency's DPA, including the threat to another agency's DPA.

Suppression resources are tracked based on where they were assigned on the incident, as indicated in the corrected operational period Incident Action Plan (IAP). The suppression resources identified in the IAP are assigned values to determine the suppression effort expended on each Agency's DPA. These values are determined and published jointly by the wildland fire agencies and approved by CWBCG.

**How Cost Apportionment Works:**

- Operational Use / Suppression Effort drive percent.
- Suppression Resource use analyzed by each operational period.
- Information will be gathered as it becomes available.
  - Information gathered before the end of the operational period will be validated after the end of the period to ensure calculations will represent how resources actually were used.
- Incident management determines percentages applied to resource utilization.
- Final Percentages will be applied to Total Incident Costs (Cost Pools).
- Ground Resource % - applied to everything except Air Costs.
- Air Resource % - applied to costs of all on-incident use of Aircraft and Retardant.

Other references available for validation of suppression resources may be:

- ◇ Interviews with Operation Section Chiefs and other personnel (i.e., Division Supervisors, etc.)
- ◇ Division Assignment Sheets (ICS 204)
- ◇ Incident Status Summary (ICS 209)
- ◇ Check-In Lists (ICS 211)
- ◇ Unit Logs (ICS 214)
- ◇ Resource Orders forms (FC-101, FC-34, MIRPS, ROSS, CAD, Incinet, etc.)

Additional information used for tracking aircraft suppression resources are air attack base records, helibase cost data sheets, Memorandum Flight Record (FC-81). This data identifies aircraft resources used during the operational period. Air operations must provide the ICs with flight information to determine a split for each operational period.

All parties to the cost apportionment agreement agree to share final actual billable costs based on the suppression effort expended.

### **General Guidelines<sup>vi</sup>**

The collection of cost data for the cost apportionment split is more time intensive than for the other methods of cost sharing, but it relieves the ICs/ARs of much of the burden of estimating solely from observing how resources are used. This is of assistance in situations where there is a great deal of mobility of resources across pay protection boundaries. The cost apportionment system requires that the CATS maintain close coordination with the plans, logistics, and operations sections that provide or verify the information used to develop the percentage shares.

In order for this coordination to happen, the staff of each of those sections needs to have a general understanding of how cost apportionment works. The CATS can explain the system and its requirements clearly.

It is of paramount importance that the ICs/ARs understand the methodology as well. Once the decision has been made to use cost apportionment, the CATS, upon arrival at the incident, will brief the ICs/ARs at the earliest possible opportunity on the system's requirements in order to ensure their understanding.

The ICs/ARs are generally not constant throughout the cost share period. As incident commanders and command teams change, the ICs of the departing team need to brief their counterparts on the succeeding team on all cost sharing work and agreements to date. The ending ICs/ARs will have the responsibility of signing the actual cost share agreement, committing their agencies to the conditions for sharing the actual costs of the incidents. These ICs/ARs need to have confidence in and understanding of all the decisions and agreements used to develop the final cost share percentage and conditions for the final agreement.<sup>vii</sup>

This methodology must be run from the start of initial attack until the agencies determine to stop accumulating costs on the incident. If the incident continues after unified command ends, keep the cost collection efforts going until agency accounting systems can reasonably separate actual shared costs from actual costs that will not be shared. Generally, the normal need to continue the cost collection effort will exist until the incident is down to local unit resources. For information on how to terminate a cost share agreement, see the "California Interagency Administrative Guide."<sup>viii</sup>

### **Cost Apportionment Technical Specialist Teams**

This section deals with the mechanics of developing the percentage share used in the cost share agreement and what the CATS Team will need to development the agreement.

### **What A CAT Team Will Need:**

1. Information
  - a. Maps – DPA and Incident
  - b. Resource Orders
  - c. IAP's
  - d. Local agreements & Operating Plans
  - e. Jurisdiction Identification
    - i. Involved agencies.
    - ii. Incident Command structure & players
2. Time and Access
  - a. IC's and A/R's – for direction & signatures
  - b. FSC
  - c. Ops Chiefs (Branch Directors & Division Supervisors as needed).
    - i. IAP validation
    - ii. Division splits
  - d. Air Ops
    - i. Air use splits
    - ii. Help in getting Air Base & Helibase costs
  - e. Planning Section
    - i. Situation Unit – GIS & 209.
    - ii. Resource Unit – Resource-specific info.
  - f. Planning Meetings
  - g. Shift Briefings

### **Future Discussions:**

1. Inclusions / Exclusions – i.e. Mob Centers & Staging Areas.
  - a. Need to know how IC's wish to deal with staging groups?
  - b. Need to know how IC's wish to deal with structure protection groups?
2. Rehab Costs – shareable and non shareable.
3. Cost Share Agreement – contents. Open dialog of possible special considerations.
4. Closing of the Cost Share Period & Cost Apportionment calculations will be determined at a future date.
5. Who needs copies of what – final Cost Share package.

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<sup>i</sup> California Interagency Administrative Guide, Processes for Determining Cost Share (2006)

<sup>ii</sup> Interagency Incident Business Management Handbook (April 2004).

<sup>iii</sup> 3800 Incident Fiscal Management Index; "When Is A Cost Share Agreement Necessary;" 3862.2 (No. 16 March 2002)

<sup>iv</sup> California Interagency Administrative Guide, Options in Cost Sharing, Cost Share Agreements (2006)

<sup>v</sup> 3800 Incident Fiscal Management Index; "Procedures for Use – Cost Apportionment;" 3862.10 (No. 16 March 2002); "General Discussion;" 3862.10.1 (No. 16 March 2002)

<sup>vi</sup> California Interagency Administrative Guide, Cost Apportionment Instructions, Introduction (2006)

<sup>vii</sup> California Interagency Administrative Guide, Transfer of Responsibility Procedures (2006)

<sup>viii</sup> California Interagency Administrative Guide, Cost Apportionment Instructions, Introduction (2006)

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

**Exhibit F**

**COST SHARE AGREEMENT**

*Agency Name(s)*

And

*State Of California  
Department Of Forestry and Fire Protection*

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

INCIDENT NAME:

INCIDENT NUMBER BY AGENCY:

INCIDENT START DATE AND TIME:

JURISDICTIONS:

INCIDENT CAUSE:

COMMAND STRUCTURE:

COST SHARE PERIOD:

INCIDENT COMMANDER:  
INCIDENT COMMANDER:

AGENCY REPRESENTATIVE:  
AGENCY REPRESENTATIVE:

UNIFIED ORDERING POINT

Agency Representatives participating in development of this cost share agreement.

*Name, Agency*  
*Name, Agency*

*Name, Agency*  
*Name, Agency*

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

1. In accordance with the “California Master Cooperative Wildland Fire Management and Stafford Act Response Agreement” between the USDA Forest Service, USDI Bureau of Land Management, USDI National Park Service, USDI Fish and Wildlife Service, USDI Bureau of Indian Affairs, and the California Department of Forestry and Fire Protection.
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 ICs/ARs’ 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 this agreement. Responsibility for these costs 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. Daily cost sharing will be documented and approved by the ICs/ARs for cost apportionment.
9. 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.
10. 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.

- 11. 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.
- 12. An administrative charge, the pre-established percentage set by each agency, will be applied pursuant to agency policy by the agency issuing the settlement billing for the net amount owed.
- 13. Within *10* 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.

14. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

15. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

16. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

17. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 18. 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
Local Agency	<i>Agency Name (i.e. Ventura County)</i>
Federal Agency	<i>Agency Name (i.e. USFS - Six Rivers NF)</i>
State Agency	<i>CAL FIRE – (i.e., Humboldt RU)</i>

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

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

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

*Printed Name*  
*Agency*

*Printed Name*  
 State of California, Department of  
 Forestry and Fire Protection

\_\_\_\_\_  
 Signature, Agency Representative

\_\_\_\_\_  
 Signature, Agency Representative

*Mailing Address:*

*Mailing Address:*

*Telephone:*

*Telephone:*

Date of this finalized agreement: \_\_\_\_\_

Contacts are:

*Name*  
*Agency*  
*Address*  
*Telephone*

*Attachments will follow, if applicable*

## **CALIFORNIA MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT**

### **EXHIBIT G**

#### **Interagency Aircraft Utilization Guidelines**

##### **Introduction**

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

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

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

##### **Deployment and Utilization**

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

##### **Air Tankers**

###### **A. Initial Attack**

For initial attack on any fire, the responsible State or Federal Agency dispatch office may directly dispatch “uncommitted” air tankers located at the base closest to the fire, regardless of whether the aircraft are owned/operated by State or Federal Agency. Additional air tankers must be requested through dispatch channels. The closest available air tanker will be mobilized. The unit dispatcher will send the closest air tanker based at their unit. If the closest air tanker is on an adjacent unit and is listed in the unit’s wildland response plan, the dispatcher may place the request directly to that dispatch office. If said air tanker is not available, the request will be placed with the GACC for the closest available.

###### **B. Diverts**

If the closest air tankers to a new fire are already committed to other fires, a divert would normally be made, except when the Incident Commander has declared a No Divert, due to an immediate, critical threat to life and/or property. The using dispatch office must immediately notify the appropriate higher-level dispatch office of any No Divert situation. While the specific divert process used may vary by protection unit and circumstance, each dispatch office has operational control of any aircraft in its jurisdictional airspace assigned

to its agency's Order Number. In order to meet new incident initial attack needs without undue delay, the responsible dispatch office should normally give the divert order directly to the Aerial Supervisory aircraft.

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

### C. Extended Attack/Major Incidents

Units will release all air tankers daily and place requests for the next day needs by 1900 hr each night. The GACC coordinators will be responsible for negotiation with the protection unit to identify how many of the air tankers are available for initial attack. Assignment of air tankers will be based on operational need and efficiency, not on ownership. All air tankers assigned to an extended attack or major incident will be released each night, regardless of their actual overnight location, and reordered with a new Request Number for the next day.

In the case where there are more air tankers available at the base than originally requested or allotted for the incident assignment, the incident or air attack base can request rotational use of all the available air tankers. This must be approved on case by case bases with concurrence of the Agency Duty Chief, IC of the Incident. Approvals will only be for that incident on that day. At no time will additional air tankers be dispatched to an incident unless it has been issued its own "A" request number.

When arranging the assignment of air tankers to a major incident, the coordinating dispatchers should cooperatively maintain adequate initial attack coverage while meeting the operational needs of the incidents. Assignment of air tankers shall be based on operational need and efficiency, not ownership.

When several air tankers are operating out of one base, individual aircraft should be rotated to assure adequate crew rest and operational equity. The total number of air tankers assigned shall not be augmented by rotation; every air tanker brought into the rotation must have a Request Number and replace one of the aircraft that was already flying.

### Aerial Supervision Aircraft

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

#### A. Initial Attack

The aerial supervision aircraft closest to the fire will be directly dispatched by the responsible dispatch office.

If the closest aerial supervision aircraft is not available, the ordering unit will place the request through established dispatch channels.

#### B. Diverts

One of the major roles of the Air Tactical Group Supervisor (ATGS) is to ensure airspace safety over an emergency incident. An aerial supervision aircraft may be diverted to a new incident only when it is the closest resource and the diversion will not adversely affect the safe separation and coordination of aircraft remaining on the incident. The aerial supervision aircraft should be used on the incident with the greatest immediate need for airspace safety coordination. An additional aerial supervision aircraft can be ordered for the other incident. **NO DIVERT EXCEPT IN LIFE THREATENING SITUATIONS!**

#### C. Extended Attack/Major Incidents

For long-term air operations, more than one aerial supervision aircraft and ATGS should be assigned for rotation to assure adequate crew rest and continuous coverage.

For large or complex operations, a second aerial supervision aircraft or a Lead Plane/Plane can be utilized as the Air tanker Coordinator, to maintain an appropriate span of control and aerial supervision and leadership in support of the incident objectives.

#### D. Supplemental Detection

Aerial supervision aircraft may be used as necessary for supplemental detection following lightning storms or for other purposes. Adjacent units should coordinate through appropriate dispatch channels as necessary. Sometimes it may be more efficient to use administrative aircraft or "Call-When-Needed" (CWN) aircraft for supplemental detection, keeping the aerial supervision aircraft available for new incident responses.

### **Lead Planes/ASM**

Lead planes/ASM can be requested to support any agency's fires and to support Federal contract air tankers in accordance with Forest Service policy or when they are requested for by an air tanker or the aerial supervision aircraft /ATGS.

Lead Planes/ASM will be requested through established dispatch channels.

### **Helicopters**

#### A. Initial Attack

The closest available helicopter will be mobilized, regardless of the agency requesting the helicopter or ownership of said aircraft. The request will be placed through established dispatch channels to the agency administrating the helicopter base.

## B. Extended Attack/Major Incidents

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

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

## C. Call-When-Needed (CWN) Helicopters

CWN helicopters will not normally be dispatched as an initial attack resource, unless it has an agency approved module attached to it. CWN helicopters may also be sent to the incident as an additional resource.

## D. Non-Fire Use

Agency helicopters and exclusive use helicopters may be on ordered on a reimbursable basis for emergency non-fire missions, SARs and medivacs, and on interagency prescribed fire in accordance with the "Cooperative Agreement for the Use of Prescribed Fire." This will be done through established dispatch channels and agency ordering procedures.

## **Military Aircraft**

Military aircraft may be used only after available agency and commercial aircraft are committed.

## **Dispatching Procedures**

- A. No aircraft shall be dispatched without an Order Number, a Request Number from the responsible agency dispatch office, or without a latitude and longitude and frequencies for that incident.
- B. Authorized State or Federal Agency protection unit dispatch offices may place orders for aircraft on behalf of other agencies for emergency incidents in that unit's DPA.

## **Aircraft Accident Investigation**

Pursuant to Public Law 103-411, the National Transportation Safety Board (NTSB) has been given the authority and responsibility to perform all aircraft accident investigations. If requested by the NTSB, the agency on whose order number the aircraft was assigned will take the lead in assisting with the investigation. As a result, the other involved agency (ies) will be in a supporting role. Refer to paragraph 69, Accident Investigations.

R5 FS Agreement No. 08-FI-11052012-110  
NPS Agreement No. H8075070103  
CA BLM Agreement No. BAA081001  
FWS Agreement No. 80233-7-J004  
BIA Agreement No. AGP000751  
CAL FIRE Agreement No. 7CA000245

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

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

**EXHIBIT H**

**Unified Ordering Point<sup>1</sup>**

The purpose of the Unified Ordering Point (UOP) is to allow all of the agencies involved on the incident the opportunity to fill requests at the lowest level, including the use of local mutual aid assistance, at one central location.

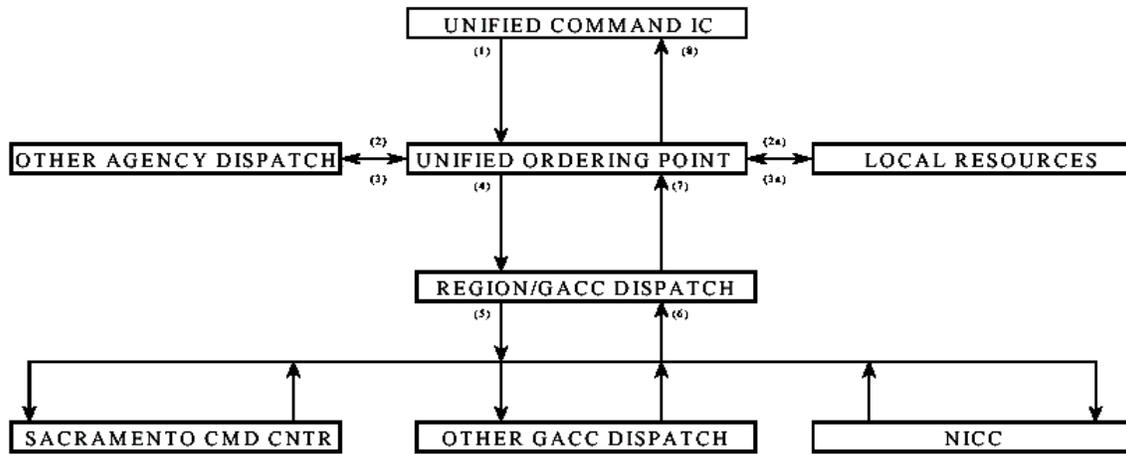
The Incident Commanders (ICs) may help determine which agency's dispatch center will be identified as the UOP. The point of origin may determine the order number which could aid in the determination of the UOP. More commonly the jurisdictional threat area and anticipated workload will determine the UOP. The order number is prefaced by the 3-letter identification of the agency assuming financial responsibility for the request. CAL FIRE Region Emergency Command Center (Region) and Federal Agency Geographic Area Coordination Center (GACC) requests for support of the incident will be relayed to the UOP for a complete record of the incident. A representative from all other involved agencies may be assigned to the UOP. If the UOP is placing procurement orders, it is strongly recommended that a representative with the necessary procurement authorities be present from all agencies to ensure that procurements are within the scope of each agency's authorities.

Agency specific requests, such as a Buying Unit Team, or CAL FIRE Finance Section Chief will be ordered through the UOP. The UOP will relay the request to the agency involved in the incident that has the specific resource.

After the final request has been closed, the UOP will send a copy of the resource order forms, CAL FIRE Form FC-101 or MACS Form 420, to the Region/Federal Agency GACC Dispatch.

The following flowchart identifies the request channels of Unified Command Incident utilizing a UOP.

### UNIFIED ORDERING POINT FLOWCHART



All requests and resource information must go from the incident to the UOP.

<sup>1</sup> Exhibit updated as of February 14, 2008.

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

**Exhibit I**

**CHANGES TO DIRECT PROTECTION AREA (DPA)<sup>1</sup>**

Changes to DPA boundaries can be divided into two groups referred to as automatic changes and proposed changes.

Automatic Changes may be the result of:

1. Incorporations/annexations of SRA
2. Land acquisitions by Federal Agencies
3. Land exchanges
4. Removal of lands from SRA by California Board of Forestry
5. Classification of lands to SRA by California Board of Forestry

Proposed Changes may result from:

1. Change in protection system
2. Need to move DPA boundary to line of convenience.

**Process for Automatic Changes**

The processes for reporting and initiating the above changes are as follows:

1. Local protection unit documents change and forwards through agency channels.
2. Local protection unit advises other agencies directly affected.
  - a. Affected agencies forward through channels in accordance with agency policy.
  - b. Automatic change may trigger a proposed change agreed to by the affected local protection units that would then go through the process for proposed changes.

## **Process for Proposed Annual Changes**

1. CWCG will send letter requesting DPA updates annually by September 1<sup>st</sup>. The letter will stipulate the GIS format requirements for submission and identify each agencies collection point.
2. Local agencies will work together to identify DPA changes and recommend their proposed changes. All agencies gather proposed DPA changes by October 1<sup>st</sup>.
3. Proposed changes are submitted through involved agencies' channels for agency review and approval and forwarding of their proposed changes to their individual agency central collection point by October 1.
4. Agency central collection points will coordinate with other agencies signatory to this agreement.
5. Agency central collection point submits data to the Regional Forest Service GIS Unit by November 1<sup>st</sup>. The USFS GIS Unit will create the complete statewide draft DPA data layer by December 1<sup>st</sup> and forward to CWCG Agreements Committee. (The USFS GIS Unit will oversee and maintain the DPA data layer information.)
6. The CWCG Agreements Committee will review and analyze results and potential impacts. Non-controversial changes made by local units will be reviewed and approved by the CWCG Agreements Committee. Changes of a controversial nature will be forwarded to CWCG for review and concurrence. Review will be completed by January 15 and recommendations will be forwarded to Agency Directors/Representatives.
7. Agency Directors/Representatives will review and accept or deny changes by January 30<sup>th</sup>. Results will go back to the CWCG Agreements Committee. CWCG Agreements Committee will forward the results to CWCG by February 5th.
8. CWCG will notify the respective agencies of acceptance or denial of proposed changes by February 15th.
9. FS GIS Unit will post finalized DPA data layer by March 1<sup>st</sup>.

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<sup>1</sup> Exhibit updated as of February 14, 2008.

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

**EXHIBIT J**

**Fire Prevention**

**Enforcement of Fire Laws**

Authorized State personnel will enforce applicable State Forest and Fire Laws upon FRA in State DPAs. Responsibility for fire prevention inspections on FRA within State DPAs, including timber harvest and other land-use operations, must be identified in the Annual Operating Plan.

Pursuant to California Penal Code Section 830.8, those Federal Agency law enforcement officers and special agents so empowered may enforce State Forest and Fire Laws (except the Forest Practice Rules for timber harvesting) on all SRA lands in Federal Agency DPAs and on FRA in California.

Those Federal Agency law enforcement officers and special agents subject to the last paragraph of California Penal Code Section 830.8(a) (BLM and Forest Service) will first attempt to obtain the required written authorization from the appropriate sheriff or chief of police, for the SRA lands within Federal Agency DPAs and on FRA, in the jurisdiction where they are assigned. If they are unable to obtain the necessary authorization from the appropriate sheriff or chief of police, the Unit Chief responsible for the Annual Operating Plan will be notified for possible assistance in obtaining the required authorization from the sheriff or chief of police for enforcement authority limited to the State Forest and Fire Laws. If the appropriate sheriff or chief of police will not authorize enforcement authority to Federal agency law enforcement officers and special agents, such Federal enforcement officers shall, when necessary and appropriate, initiate criminal enforcement actions through complaint requests to the District Attorney. Examples of criminal enforcement actions may include, but not be limited to burn escapes, burning without permit, spark arrester violations, defensible space violations, and arson.

Other Federal Agency employees may be designated representatives of the Director for the performance of the following fire prevention duties on SRA within Federal Agency DPAs:

- A. Issuance of campfire, dooryard, and other burning permits. Permit issuance responsibility should be identified in the Annual Operating Plan.
- B. Making fire prevention inspections. Responsibility for fire prevention inspections on timber harvest operations on SRA lands within Federal Agency DPAs must be identified in the Annual Operating Plan.
- C. Requesting criminal prosecution of fire law violators through the District Attorney's Office.

By April 15, the Federal Agencies will submit, to the appropriate State Unit Chief, the names of the Federal Agency employees and volunteers who are trained to perform those duties specified in A, B, and C above, requesting that they be designated representatives of the Director. The State Unit Chief will advise the Federal Agencies of approval of their recommendations by letter. Authorities will expire not later than May 31, two years after issuance of the letter.

The Federal Agencies will provide the State with fire prevention inspection activity data for SRA lands by each February 1 for the preceding year for purposes of program workload analysis. Data will be collected using the California Interagency Fire Prevention Inspection Form. Likewise, the State will provide similar data to the Federal Agencies for State prevention inspection activity on FRA within State DPAs. The data will be forwarded to the agencies' respective state headquarters via channels identified in the Annual Operating Plan.

All Federal Agency personnel initiating criminal actions on behalf of the Director will submit information necessary for the State Law Enforcement Report (LE-30). Likewise, the State will make annual reports of criminal actions it initiates for violations on FRA within State DPAs. Enforcement data will be forwarded to the agency's respective state headquarters via channels identified in the Annual Operating Plan.

### **Determination of Cause and Preservation of Evidence**

As initial action is taken on a fire, the protecting agency is responsible to gather and preserve information and evidence pertaining to the origin and cause of the fire. To the extent permitted by Federal and State law, the protecting agency will provide investigation files relative to the fire to the other agency. Each agency will notify the other within one week when there is potential for cost recovery on a fire occurring on lands under the jurisdiction of the other agency.

### **Burning and Campfire Permits**

In accordance with current instructions, permits for campfire (California Campfire Permit Form R5-FS-5100-54), dooryard premises burning (CAL FIRE form LE-62), and other burning (CAL FIRE form LE-5) (except vegetation management program and brush land conversion burning (CAL FIRE form LE-7) pursuant to California Public Resources Code sections 4462-4476 and 4491-4494) on State Responsibility lands in Federal Agency DPAs will be issued by the Federal Agency or local fire protection district personnel authorized to do so by the Director. Local fire protection district personnel so authorized will notify the affected Federal Agencies when dooryard premises burning permits are issued for areas protected by these agencies. All other permits will be issued by authorized State personnel only.

Permits for burning slash on SRA lands within Federal Agency DPAs covered by a Timber Harvesting Plan where stocking requirements have not been met will be issued only with the approval of the State employee supervising the plan. The State will advise the Federal Agencies of active Timber Harvest Plans in their DPAs. Channels for information flow will be detailed in the Annual Operating Plan.

The Federal Agencies will consult the State when burning projects are being planned and conducted on FRA in State DPAs. The State will consult the Federal Agencies when burning projects are being planned and conducted on private and SRA State Park lands in Federal DPAs. Provisions for joint planning for burning projects shall be included in the Annual Operating Plan.

### **Restrictions and Closures**

When any protection unit plans, activates, or deactivates any suspension, closure, or restriction, the adjacent protection unit(s) will be consulted and a copy of the notice immediately provided.

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

**EXHIBIT K**

**Fire Safe Planning**

The Federal Agencies will be actively involved in the Fire Safe planning process for SRA lands within their respective DPAs. Pursuant to California Public Resources Code Section 4290, the State Board of Forestry has directed that a single contact point be established within each county for the purpose of implementing Title 14, Division 1.5, Subchapter 2, Articles 1-5, California Code of Regulations. The State will be the primary interface with local government and will, in most cases, be that contact. In some cases, a Federal Agency may agree to be designated the contact point if the State's presence is limited or efficiencies can be gained. Such designation will be determined by the State in consultation with the involved Federal Agency and be documented in the appropriate Annual Operating Plan. Whenever appropriate, the State and all Federal Agencies will work in concert within any county to take advantage of area knowledge and to provide agency specific input.

**Community Wildfire Protection Planning**

Community Wildfire Protection Planning (CWPP) falls under this provision. When authority is delegated by the Director of CAL FIRE, a Federal Agency may agree to serve as the point of contact for and to encourage, coordinate, and facilitate the preparation of CWPPs by communities and neighborhoods within the Agency's DPA or other communities designated by the Director of CAL FIRE.

CWPPs are allowed under the Healthy Forest Restoration Act of 2003 (Title I, Sec 101(3))<sup>1</sup>

(3) COMMUNITY WILDFIRE PROTECTION PLAN - The term "community wildfire protection plan" means a plan for an at risk community that—

(A) is developed within the context of the collaborative agreements and the guidance established by the Wildland Fire Leadership Council and agreed to by the applicable local government, local fire department, and State agency responsible for forest management, in consultation with interested parties and the Federal land management agencies managing land in the vicinity of the at-risk community;

(B) identifies and prioritizes areas for hazardous fuel reduction treatments and recommends the types and methods of treatment on Federal and non-Federal land that will protect 1 or more at-risk communities and essential infrastructure; and

(C) Recommends measures to reduce structural ignitability throughout the at-risk community.

Guidance for the preparation of CWPPs is provided in the document “Preparing a Community Wildfire Protection Plan: A Handbook for Wildland-Urban Interface Communities”<sup>2</sup> (Sponsored by Communities Committee, National Association of Counties, National Association of State Foresters, Society of American Foresters, & Western Governors’ Association).

Community Wildfire Protection Plan guidance is provided for California by the California Fire Alliance and can be found on the internet at <http://www.cafirealliance.org/cwpp>.

- ◇ Where it is found to be of mutual benefit, the Director of CAL FIRE and Federal agencies will negotiate agreements for the Federal agencies to work on behalf of the CDF to encourage, coordinate, and facilitate CWPP preparation by communities within the Federal agency’s DPA or other communities designated in the agreement.
- ◇ Community wildfire protection planning is a collaborative effort engaging members of the community-at-risk, local government, local fire departments, and state and Federal agencies with land or fire management responsibilities in the vicinity of the community.
- ◇ Best practices for community collaboration will be applied. Best practices have been developed by the Joint Fire Sciences Program. Appropriate planning guidance will be provided by the California Fire Alliance and CDF.
- ◇ To ensure that qualified personnel work with communities, Agencies will provide training in community wildfire protection planning and community collaboration to personnel designated to work with communities.
- ◇ Agencies will designate personnel whose responsibility it will be to communicate with communities-at-risk within their DPAs to inform them about CWPPS and encourage them to engage in community wildfire protection planning.
- ◇ Designated Agency personnel will serve as the point of contact for questions and other matters associated with development and updates of CWPPs for communities within their DPAs.
- ◇ Designated Agency personnel will actively assist communities in their efforts to prepare a CWPP, coordinate assistance from the lead agency and other agencies, monitor progress, arrange for information, education, and technical assistance, and help overcome barriers.

Close attention will be paid to the scope and boundaries of the community designated WUI to ensure that fuels planning and management will most effectively and efficiently mitigate the wildfire threat to community values-at-risk and that hazard mitigation can be done cooperatively on appropriate landscape scales across ownerships and jurisdictions. In particular, the community

designated WUI should be large enough to encompass community values-at-risk on surrounding private and public lands and the boundaries should be topographic features that significantly affect fire behavior whenever possible.

Whenever possible, Fire Shed Analysis (or other geographic information system based analysis process) should be used to plan fuels treatments that will provide the greatest and most immediate protection with available resources.

<sup>1</sup> The act can be found at [http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=108\\_cong\\_bills&docid=f:h1904enr.txt.pdf](http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=108_cong_bills&docid=f:h1904enr.txt.pdf) (accessed 2 February 2007)

<sup>2</sup> The document can be found at <http://www.safnet.org/policyandpress/cwpphandbook.pdf> (Accessed 2 February 2007)

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

**EXHIBIT L**

**Structure Protection Guidelines**

**Scenarios**

THIS SCENARIO DOES NOT SET PRECEDENT.  
Each incident is unique.

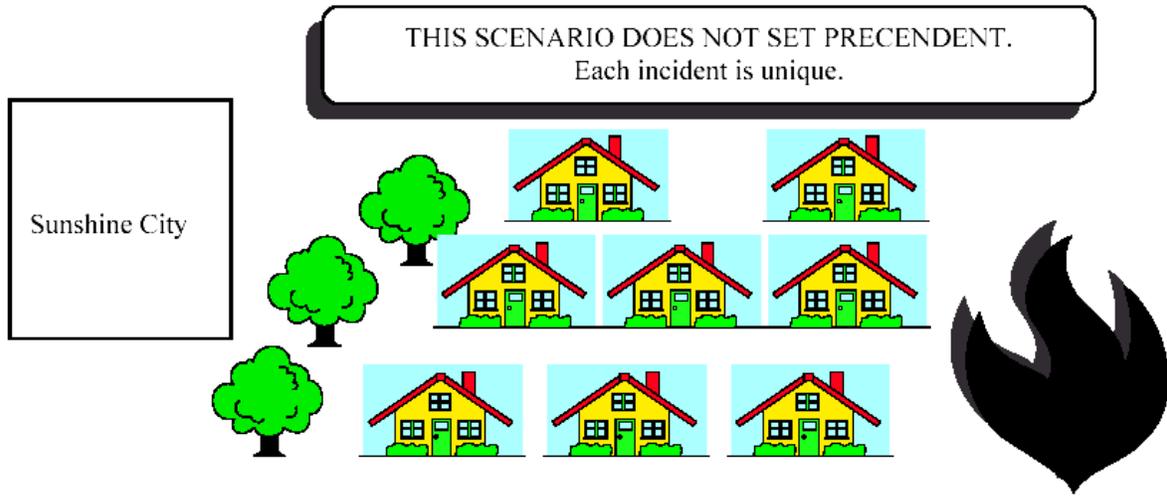


**Federal DPA**

**State DPA**

The scattered houses are on private land totally within the Federal DPA. The Federal agency has wildfire protection responsibility for all federal and private lands in this area. A county fire department has structure protection responsibility in this area. The fire is managed by a Unified Command with county fire department concerns being met by participating as a member of this Unified Command. The IC's jointly agreed to order five Strike Teams of Engines for perimeter control / structure protection through the Unified Ordering Point to protect the structures from the approaching wildfire. The Strike Teams are ordered under a local agreement or the California Fire Assistance Agreement (CFAA). The Strike Teams are reimbursed under one of these agreements by the federal agency that ordered them. County fire department resources protecting structures were not compensated by the federal agency.

**THIS SCENARIO HAS THE FIRE IN A SPECIFIC DPA BUT THIS SCENARIO IS APPLICABLE TO THE DPA OF ANY WILDLAND AGENCY.**



#### STATE DPA

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Sunshine City is an incorporated city with its own fire Department. The structures outside the city are in the state DPA under County responsibility. The fire is managed as a Unified Command between the state, county and city. The joint decision is for the state to order one Strike Team of Engines to protect the structures in close proximity to the wildfire and assist with perimeter control and the city to order 10 Strike Teams of Engines to protect the city. The state order is through the California Fire Assistance Agreement (CFAA) and the city order is under the State Master Mutual Aid Agreement. The one Strike Team is reimbursed by the state agency and the 10 Strike Teams are furnished at no cost to the city. The county resources that assisted the effort were not compensated by the state.

(In this scenario it is important to recognize that it is a unified command and that it was a joint decision for the city to order the engines to protect the city through State Master Mutual Aid. This was done due to the short duration of need, generally 12 hours or less.)

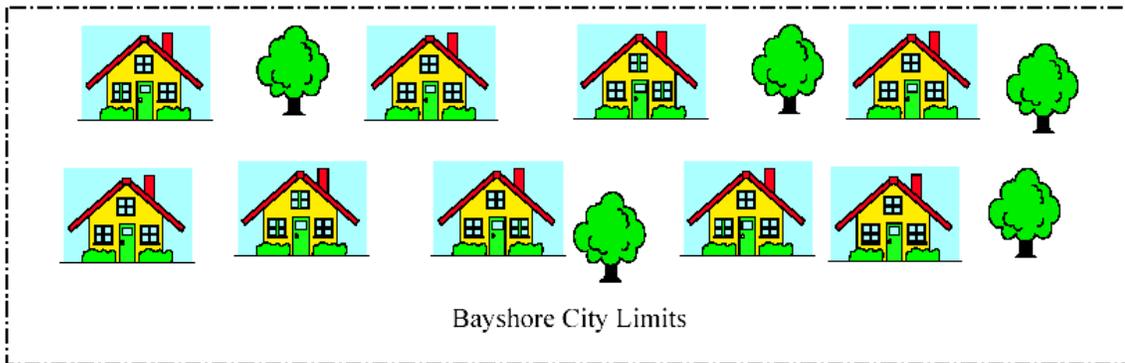
**THIS SCENARIO HAS THE FIRE IN A SPECIFIC DPA BUT THIS SCENARIO IS APPLICABLE TO THE DPA OF ANY WILDLAND AGENCY.**

THIS SCENARIO DOES NOT SET PRECEDENT.  
Each incident is unique.



**Federal DPA**

**Local Responsibility Area (LRA)**



The City of Bayshore is an incorporated city and contracts with the County for structural fire protection. The Bayshore city limits stop at the Forest Service Direct Protection Area (DPA) boundary. A wildfire starts on Forest Service land protected by the Forest Service. The fire spreads rapidly and is threatening the City of Bayshore. A unified command is established between the Forest Service and the County Fire Department.

A joint decision by the Incident Commanders is made to order 10 Strike Teams of Engines for structure protection through the California Fire Assistance Agreement (CFAA). Because of the threat and risk to the Bayshore City LRA, there is joint IC's agreement to share the cost of the 10 Strike Teams equally. The 10 strike teams are reimbursed by the Forest Service. The Forest Service and Bayshore City will share the cost through a cost share agreement for the fire.

**THIS SCENARIO HAS THE FIRE IN A SPECIFIC DPA BUT THIS SCENARIO IS APPLICABLE TO THE DPA OF ANY WILDLAND AGENCY.**

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

**EXHIBIT M**

**Addendums / Operating Plans**

- ◇ California Interagency Administrative Guide
- ◇ Annual Operating Plan for Cooperative Incident Billing Procedures
- ◇ National Fire Cache Operating Plan
- ◇ California Mobilization Guide
- ◇ Northern California Geographic Area Annual Operating Plan
- ◇ Southern California Geographic Area Annual Operating Plan
- ◇ National Fire Cache Operating Plan
- ◇ Preparing a Community Wildfire Protection Plan: A Handbook for Wildland-Urban Interface Communities
- ◇ Interagency Incident Business Management Handbook
- ◇ Interagency Agreement for Cooperative Use of Prescribed Fire

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

**EXHIBIT N**

**Use Of and Reimbursement for Shared Resources in Stafford Act Response  
Actions**

**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 includes:

- 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.

- 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.

## 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 accepted. 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.

**B. Billing Estimates/Timeframes:**

1. 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.
2. For obligation purposes, the Federal Agencies will submit unpaid obligation figures to the *(State/Tribe)* by *(to be determined by individual State/Tribe fiscal year)*. The *(State/Tribe)* will submit unpaid obligation 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.

**C. Billing Content:**

1. 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 will be mailed to the following address for payment:

California Department of Forestry and  
Fire Protection  
ATTN: Accounting Department  
PO Box 944246  
Sacramento, CA 94244-2460

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:

U.S. Department of Agriculture  
Forest Service  
Albuquerque Service Center  
Incident Finance  
101B Sun Avenue N.E.  
Albuquerque, NM 87109  
FAX: (866) 816-9532

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

U. S. Department of the Interior  
Bureau of Land Management  
2800 Cottage Way  
Sacramento, CA 95825  
(916) 978-4430

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

U. S. Department of the Interior  
National Park Service  
1111 Jackson Street, Suite 700  
Oakland, CA 94607  
(510) 817-1373

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

U. S. Department of the Interior  
Bureau of Indian Affairs  
2800 Cottage Way  
Sacramento, CA 95825  
(916) 978-6000

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

U. S. Department of the Interior  
Fish and Wildlife Service  
2800 Cottage Way, Rm. W2606  
Sacramento, CA 95825  
(916) 414-6464

**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.

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

**EXHIBIT O**

**Glossary of Terms for Stafford Act Response**

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 multi-jurisdictional. 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 on-scene 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.

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

**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; multi-agency coordination systems; training; identification and management of resources (including systems for classifying types of resources); qualification and certification; and the collection, tracking, and reporting of incident information and incident resources.

**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; time phasing 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.