

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

Between

UNITED STATES DEPARTMENT OF THE INTERIOR

National Park Service – Midwest Region

Bureau of Indian Affairs – Southern Plains Region

Fish and Wildlife Service – Mountain Prairie Region

UNITED STATES DEPARTMENT OF AGRICULTURE

Forest Service, Rocky Mountain Region

And

STATE OF KANSAS

Kansas State University, Kansas Forest Service

I. By THE FOLLOWING AUTHORITIES:

FEDERAL 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)
- Post-Katrina Emergency Management Reform Act of 2006. (P.L 109-295, 120 Stat. 1355)
- Watershed Restoration and Enhancement Act of 1998, P.L. 105-77;
- National Indian Forest Resources Management Act (P.L. 101-630, Title III) (Interior Agencies)
- Taylor Grazing Act of June 28, 1934, (48 Stat. 1269; 43 U.S.C. 315) (BLM, FS)
- Granger-Thye Act of April 24, 1950, (16 U.S.C., Sec 572) (FS)
- Cooperative Funds and Deposits Act of Dec 12, 1975, (P.L. 94-148, 16 U.S.C. 565) (FS)
- Cooperative Forestry Assistance Act of July 1, 1978, as amended (16 U.S.C. 2101) (FS)
- Cooperative Funds Act of June 30, 1914, (16 U.S.C. 498) (FS)
- Department of the Interior and Related Agencies Appropriations Act, 1999, as included in P.L. 105-277, section 101(e);
- Federal Land Policy and Management Act of Oct. 21, 1976, (P.L.94-579; 43 U.S.C.)(BLM)
- NPS Organic Act (16 U.S.C.1) (NPS)
- National Wildlife Refuge Administration Act of 1966 (16 U.S.C. 668dd-668ee, 80 Stat. 927, as amended) (FWS)
- National Wildlife Refuge System Improvement Act of 1997 (P.L. 105-57) (FWS)
- Debt Collection Improvement Act of 1996 (DCIA), P.L. 104-134, and associated provisions of 110 Stat. 1321, 1358 (1996).
- Federal Tort Claims Act, (June 25, 1948, Ch. 646, Title IV, 62 [Stat.](#) 982, "[28 U.S.C. Pt.VI Ch.171](#)" and [28 U.S.C. § 1346\(b\)](#))

STATE AUTHORITIES

Kansas Revised Statutes:

- KSA 48-904 Emergency Management Act
- KSA 76-425 Kansas Forest Service
- State of Kansas Emergency Operations Plan, Annex K

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II. PURPOSE

The purpose of this Statewide Cooperative Wildland Fire Management and Stafford Act Response Agreement (hereinafter called the Agreement) is to improve efficiency by facilitating the coordination and exchange of personnel, equipment, supplies, services, and funds among the Parties to this Agreement in sustaining wildland fire management activities, such as prevention, preparedness, communication and education, fuels treatment and hazard mitigation, fire planning, response strategies, tactics and alternatives, suppression and post-fire rehabilitation and restoration.

This agreement also documents the commitment of the Parties to this Agreement to provide coordination, cooperation, resources, and support to the Secretary of the Homeland Security and the Administrator of the Federal Emergency Management Agency (FEMA) in the implementation of the National Response Framework (NRF) in response to a Presidential Declaration of Emergency or Major Disaster under the Stafford Act. Such emergencies or major disasters may include, but are not limited to, wildland fire management and non-wildland emergencies or major disasters such as urban fires, floods, oil spills, hazardous material releases, transportation accidents, earthquakes, and terrorist attacks. However, the response of each party to Stafford Act declarations shall be appropriate and consistent with their own authorities and responsibilities.

The Parties to this Agreement are:

The State of Kansas, here in after called the State; and

The State of Kansas, the Kansas Department of Emergency Management, and the Kansas Forest Service through Kansas State University, hereinafter called KFS, and hereinafter each referred to individually by agency name and collectively as the State as the context dictates; and

The United States Department of Agriculture Forest Service, through the Regional Forester for Region 2, Rocky Mountain Region, hereinafter called the Forest Service; and

The United States Department of the Interior, National Park Service, Midwest Region, hereinafter called the Park Service; and

The United States Department of Interior, Fish and Wildlife Service, Mountain Prairie Region, hereinafter called Fish and Wildlife Service; and

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

The Forest Service, Park Service, Fish and Wildlife Service, and BIA may hereinafter be jointly referred to as the “Federal Agencies”.

All Federal Agencies and the State may hereinafter be jointly referred to as the “Parties to this Agreement”.

Words and phrases used herein may have different meanings or interpretations for different readers. To establish a "common" understanding, words and phrases as used herein are defined in the Glossary attached as Exhibit A. The hierarchy of terminology will be those defined in law, those defined in policy, those defined in this agreement and then all other agency and interagency documentation.

In the event of a conflict, the applicable definitions for the response type, wildfire vs. Stafford Act responses will take precedence. For wildfire, that is the NWCG Glossary of Wildland Fire Terminology, found on the “Publications” page of the National Wildfire Coordinating Group webpage (www.nwcg.gov, or by direct link at <http://www.nwcg.gov/pms/pubs/glossary/index.htm>), and Stafford Act Response terminology corresponds to the FEMA NIMS/MRF glossary, available at (www.fema.gov/emergency/nrf/glossary).

The following exhibits are hereby incorporated into this Agreement:

- A Glossary of Terms
- B Principal Contacts
- C Annual Operating Plan (AOP) Outline Guide

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.

Hierarchy and precedence for agreements, exhibits, etc.

Any inconsistencies in this Agreement and attachments thereto shall be resolved by giving precedence in the following order:

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

III. RECITALS

Whereas: It is to the mutual advantage of the State, KFS, and the Federal Agencies to coordinate efforts for the prevention, readiness, detection, and suppression of wildfires in and adjacent to their areas of responsibility, to avoid duplication, and to improve efficiency and effectiveness; KFS is the primary point of contact for coordination of fire management activities;

Whereas: When local jurisdictions request, Kansas Division of Emergency Management will act as the coordinator for Kansas County and/or local fire service entities, except for Tribal fire services, for the purposes of coordinated fire management services within and beyond the boundaries of the State per agreement between the State and the Counties in the Annual Operating Plan;

Whereas: State, Private, and Federal lands of the respective Agencies and Counties are intermingled or adjacent in some areas of Kansas, and wildfires on these intermingled or adjacent lands may present a threat to the lands of the other;

Whereas: The Federal Agencies maintain fire protection organizations for protection of Federal lands within the United States, and the State provides for organized fire protection on State and private lands. KFS provides technical fire assistance and coordination to Rural Fire Departments for protection on State and privately owned lands;

Whereas: The Counties and local fire service entities have fire protection responsibilities and provide fire suppression services on State and privately owned lands; upon request of the local County, the State provides assistance to Counties in emergency situations that are beyond the County's capabilities;

Whereas: It is the intent of the parties hereto that State resources may be available to assist in the suppression of wildfires on all Federal lands, and on other lands upon which the Federal Agencies provide fire suppression support, including other States;

Whereas: It is the intent of the parties hereto that Federal resources may be available to assist in the suppression of wildfires on all State, County, tribal, and private lands;

Whereas: It is expected that all federal, state and local agencies will coordinate assistance and operations during Presidential/Stafford Act declared emergencies and major disasters by following the procedures and requirements established in 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 and Administrator of the Federal Emergency Management Agency (FEMA) in the implementation of the NRF, as appropriate and consistent with their own authorities and responsibilities.

Some state and local resources are limited by statute to wildfire response, requiring the governor to specifically approve mobilization outside of their state for non-fire emergencies. Additionally, federal agencies are limited in their response to non-Stafford Act All-Hazard emergencies by agency policies.

Whereas: The Responsibilities of the Parties to this Agreement shall be distinguished as follows:

- **Jurisdictional Agency** - The Agency having overall land and resource management responsibility for a specific geographical or functional area as provided by federal or state law. Under no circumstances will a jurisdictional Agency abdicate legal responsibilities as provided by federal or state law.
- **Protecting Agency** - The Agency responsible for providing direct incident management within a specific geographical area pursuant to its jurisdictional responsibility or as specified and provided by contract, cooperative agreement, etc.
- **Supporting Agency** - An Agency providing suppression or other support and resource assistance to a protecting agency.

NOW, THEREFORE, in consideration of the mutual premises and conditions herein made, it is agreed as follows:

IV. INTERAGENCY COOPERATION AND COORDINATION

1. **National Incident Management System:** The Parties to this Agreement will operate under the concepts defined in the Department of Homeland Security's (DHS) *National Incident Management System* (NIMS). In implementing these concepts, Parties to this Agreement will be expected to follow the National Wildfire Coordinating Group's (NWCG) National Interagency Incident Management System (NIIMS) minimum standards as defined in the *Wildland Fire Qualifications Systems Guide* (PMS-310). These NWCG minimum standards are DHS NIMS compliant. The following NIMS concepts will be followed as they are implemented: Incident Command System (ICS), qualifications system, training system, the management of publications, and participating in the review, exchange and transfer of technology as appropriate for providing qualified resources, and for the management of incidents covered by this Agreement.
2. **Rocky Mountain Area Coordinating Group (RMCG):** This group shall provide coordination and recommendations for all interagency fire management and all hazard activities within limits of statutory authorities in Colorado, Kansas, Nebraska, South Dakota, and Wyoming. Membership, procedures, and guidelines will be agreed to and documented in the RMCG Charter.
3. **State Roles and Responsibilities:**
 - a. **Fire Departments/Districts:** Fire departments/districts have local initial attack suppression responsibilities on State and private land.

- b. **Kansas Forest Service:** Under the general supervision of the Kansas Board of Regents and direct administration of Kansas State University, the Kansas State Forester shall supervise all service programs related to forestry and forestation, including but not limited to tree distribution and planting, wildfire control, development, protection and use of forest resources and other programs promoting forest management and forestation. The State Forester shall provide assistance for the prevention and suppression of forest, brush or grassland fires in non-federal areas of the State. In addition, the Kansas Forest Service will, upon request from local Counties or fire districts, assist in filling requests for additional fire suppression resources.
 - c. **Kansas Division of Emergency Management:** The Division of Emergency Management provides overall coordination of State and local activities related to emergency management to prevent, minimize, assess, and respond to damage resulting from disasters. Upon approval of a request from the Kansas Forest Service, Emergency Management will initiate the Kansas Response Plan and request a State emergency declaration if necessary.
 - d. Each of the Agencies which are signatory to this Cooperative Fire Agreement shall appoint one representative to a Steering committee that will be called the Kansas Interagency Wildfire Council (KIWC). Additional members from agencies, associations, etc. may be appointed by the KIWC for training, fire prevention and protection needs of the 105 Counties in Kansas.
4. **Annual Operating Plan:** A Statewide Annual Operating Plan will be developed by the signatory agencies to this agreement through the Kansas Interagency Wildfire Council, and agency administrators with delegated authority will be the approving officials. Subjects identified in the Annual Operating Plan Outline Guide, attached as Exhibit C will be addressed, if applicable, and displayed in that format.
5. **Interagency Dispatch Centers:** The Parties to this Agreement agree to maintain, support, and participate in Interagency Dispatch Centers, as appropriate. Staffing, funding, and level of participation will be agreed to and documented in the Annual Operating Plan (AOP) and/or appropriate mobilization guides. The appropriate geographic area mobilization guide will be the primary document to identify approved policy, procedures, and organizations.
6. **Rocky Mountain Area Coordination Center:** The Parties to this Agreement recognize the Rocky Mountain Area Coordination Center in Lakewood, Colorado, as the Geographic Area Coordination Center (GACC) for the Rocky Mountain Geographic Area. The Parties to this Agreement will coordinate fire management activities and resource movements through the Geographic Area Coordination Center as appropriate.

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

7. **Interagency Resources:** Interagency funding, staffing, and utilization of resources and facilities will be pursued by the Parties to this Agreement whenever an interagency approach is appropriate and cost effective. Shared staffing and funding will be commensurate with each Party's use of resources, will be agreed to and documented in local operating plans, and will be subject to the availability of appropriations at State, dispatch zone, and incident levels.
8. **Standards:** It is the goal of the Parties signatory to this Agreement to achieve common standards within the Parties' best interest, recognizing differing agency missions and mandates. Each Party to this Agreement recognizes that other Party standards are reasonable, prudent, and acceptable. This clause is not intended to affect the Jurisdictional Agency's land management standards.
9. **Protection Planning:** Annually, sub-geographic area Unit Administrators will determine efficiencies to be gained from reciprocal assistance and acquisition of protection services. Appropriate annual operating plans will document decisions. Plans at dispatch zone level 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.
10. **Protection Areas and Boundaries:** Protection areas, as defined by boundaries, will be described, and made a part of annual operating plans.
11. **Methods of Fire Protection and Suppression:** One agency may provide fire protection services on lands under the jurisdiction of another, within their authority and as authorized by law. The following are different methods to provide those services –
 - a. **Reciprocal (Mutual Aid) Fire Protection:** As deemed appropriate, the Parties to this agreement may, by agreement at the appropriate level AOPs, establish reciprocal initial attack zones for lands of intermingled or adjoining protection responsibility. Within such zones, a Supporting Agency will, upon request or voluntarily, take initial attack action in support of the Protecting Agency as defined in mutual aid agreements.

The Protecting Agency will not be required to reimburse the Supporting Agency for costs incurred following the initial dispatch of any ground resources to the fire for the duration of the mutual aid period, unless specifically stated by contract or agreement. The length of the mutual aid period should not exceed 24 hours, and will be documented along with mutual aid distance in the AOP.
 - b. **Reimbursable (Cooperative) Fire Protection:** The Protecting Agency may request suppression resources of other Agencies for its protection work. Such resources shall be paid for by the Protecting Agency.

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

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

When a Protecting Agency takes suppression action on lands it protects for the Jurisdictional Agency, and the Jurisdictional Agency is requested to assist, the Protecting Agency will reimburse the Jurisdictional Agency for their assistance. The exception is the National Agreement between the BIA, BLM, FWS, NPS, and the USDA Forest Service states that the parties agree not to bill each other for suppression services.

- 12. **Joint Projects and Project Plans:** The State, KFS, Counties, or any of the Federal Agencies may jointly conduct mutual interest projects, within their authority, to maintain or improve the fire management capability of the agencies or Counties. These projects may be in such activities as suppression, preparedness, land rehabilitation, fuel management, prescribed fire, training, rural fire assistance, prevention, public affairs, wildland/urban interface fire coordination and other beneficial efforts. Such projects may be documented in the Annual Operating Plan, local agreements, or other appropriate written documents. Documentation will include the authority, objectives, role of each agency, and each Agency's or County's share of costs.

Such local arrangements shall not be in conflict with the terms of this Agreement. Local agreements may be executed, as delegated to unit administrators of Agencies party to this agreement.

- 13. **Fire Prevention:** Unit Administrators will ensure that fire prevention goals, objectives, and activities are planned at local and Statewide levels and are addressed in the Annual Operating Plan. Specific fire prevention plans should be developed by local interagency fire management personnel. Agencies may pool resources and share costs of wildfire prevention activities.
- 14. **Public Use Restrictions:** Fire restrictions and closures will be issued and lifted by the Governor's Office or local authority or federal agencies having jurisdiction on a coordinated, interagency basis whenever practical as described in the Annual Operating Plan and appropriate geographic area mobilization guide.
- 15. **Burning Permits:** Burning permit procedures, where applicable, may be included in appropriate level annual operating plans.
- 16. **Prescribed Fire and Fuels Management:** The Parties to this Agreement agree to cooperate

as requested 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 project or financial plan process.

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

17. **Smoke Management:** Within their authorities, the Parties to this Agreement agree to cooperate in smoke management efforts for wildfires and prescribed fires. The need for air resource advisors is increasing and additional technical expertise may be available through State air quality and regulatory agencies.

V. OPERATIONS

18. **Closest Forces Concept:** The primary guiding principle for dispatch of initial and extended attack suppression resources will be the use of the closest available resource concept, regardless of the ownership of those resources and regardless of which Agency has protection responsibility.
19. **Fire Notifications:** Each Agency will promptly notify the appropriate Protection Agency of fires burning on or threatening lands for which that Agency has protection responsibility.
20. **Boundary Line Fires:** A fire burning on, or adjacent to, a known or questionable protection boundary will be the initial attack responsibility of the protecting Agencies on either side of the boundary. The initial attack Incident Commanders of the involved Agencies shall mutually agree upon fire suppression resources. When a fire burns on both sides of a protection boundary, beyond the mutual aid period, a cost share agreement shall be prepared and approved by the Unit Administrator or their designee.
21. **Independent Action:** Any participating Agency may, upon its own initiative and with appropriate notification and coordination, attack wildfires on lands which are under the direct protection of another agency. None of the parties to this agreement shall perform any fire suppression action which is contrary to the limitations found in the Annual Operating Plan. The Protecting Agency will assume command of all fire suppression action when a qualified incident commander of that agency arrives at the fire.
22. **Escaped Prescribed Fires:** Wildfires resulting from escaped prescribed fire ignited by a party to this Agreement on lands it manages shall be the responsibility of that party. The party responsible for the prescribed fire will reimburse other parties to this Agreement, consistent with the terms and conditions contained herein, for all suppression costs of Assisting Agencies and Counties. In all cases, however, the payment of such claims by an Agency of the State of Kansas shall be limited to that amount as ultimately determined by a court of competent jurisdiction under applicable state or federal law. Escaped prescribed fires ignited by individual(s) not party to this agreement will be considered as wildfires under the terms and conditions of federal and State law.
23. **Response to Wildfires:** Parties to this Agreement agree to cooperate in response to wildfires. The type of response will be defined and documented in appropriate level Annual

Operating Plans.

24. **Delegation of Authority:** Appropriate level Annual Operating Plans will document procedures and criteria for Unit Administrators to specify direction, authority, and financial management guidelines to Incident Commanders for large incidents.
25. **Determination of Cause and Preservation of Evidence:** As initial action is taken on a fire, the initial attack forces, regardless of whether they are the Jurisdictional Agency, Protecting Agency, or Supporting Agency, will immediately gather and preserve information and evidence pertaining to the origin and cause of the fire. Agencies shall render mutual assistance in investigation and law enforcement activities and in court prosecutions to the fullest extent possible. Each Agency shall be responsible for fire-related law enforcement activities on wildfires that originate on their respective lands. To the extent permitted by Federal and State law, the Protecting Agency will provide investigation files relative to the fire to the Jurisdictional Agency for legal action and/or prosecution.
26. **All-Hazard Response:** Federal, state and local agencies all have differing authorities authorizing response to All-Hazard incidents. This agreement does not preclude agencies from supporting one another in emergency situations as provided by their respective policies, procedures, or other agreements.

Stafford Act Response: For Stafford Act responses, procedures and requirements established in the National Response Framework (NRF) shall be utilized by Parties to this Agreement to authorize and accomplish any required response or support tasks. Any Party requesting support pursuant to a Stafford Act response shall issue written instructions and funding limitations to any Party providing cooperation, resources or support. Mobilization activities will be accomplished utilizing established dispatch coordination concepts per the current National Interagency Mobilization Guide. It is noted that local fire resources are often mobilized within a state pursuant to a separate state MOU or agreement with local fire departments or fire organizations, with reimbursement handled according to the terms detailed within that agreement.

Non-Stafford Act Emergencies: Since all agencies have differing policies regarding responses to non-Stafford Act Emergencies, each agency is encouraged to support these emergency situations to the best of their ability within their statutory authority and/or agency policy. Federal agencies often face the greatest restrictions when responding to and requesting funding for these emergencies.

27. **Wildland Urban Interface:** Parties to this Agreement agree to cooperate in defining procedures and criteria for operational roles in the wildland urban interface. The defined procedures and criteria will be documented in appropriate level Annual Operating Plans.

VI. USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES

28. **Appropriated Fund Limitation:** Nothing herein shall be interpreted as obligating the Federal Agencies or the State, County, or local fire service entities to expend funds, or as involving the United States or the State of Kansas in any contract or other obligation for the future

payment of money in excess of appropriations authorized by law and administratively allocated for the work contemplated in this Agreement.

29. **Duration of Assignments:** The Parties to this Agreement agree that duration assignments will be consistent with the Interagency Incident Business Management Handbook.
30. **Cost Share Agreement:** Parties to this Agreement agree to cooperate in defining procedures and criteria for direction, authority, and financial management guidelines for Cost Share Agreement. The defined procedure will be documented in appropriate level Annual Operating Plans.
31. **Procurement:** The State receives its procurement authority from State laws, and is therefore not subject to Federal procurement laws. Whenever the State is responsible for the management of an incident (including an incident within the direct protection area of a Federal Agency), the State will comply with State laws and regulations covering procurement. Procurement costs by one Agency in support of another that are reasonable and prudent may be charged back to the Protecting Agency. All resource ordering is subject to concurrence and accountability to the Protecting Agency.
32. **Equipment and Supplies:** Parties to this Agreement agree to cooperate in defining procedures and criteria for ordering, use, and return of equipment and supplies. The defined procedure will be documented in appropriate level Annual Operating Plans.
33. **Licensing:** Drivers and equipment operators will hold appropriate operating licenses to meet their respective Agency, State, and Federal regulations. Individuals meeting their respective Agencies or Counties regulations are entitled to drive or operate other agencies or counties vehicles or equipment. Drivers and operators will not be exempt from Department of Transportation requirements, including commercial driver's licensing.
34. **Training:** The Parties to this agreement will cooperate in wildfire, prescribed fire, and aviation training, including training scheduling, course development, course presentation, and selection of trainees. Local cooperators will be included in this cooperative approach. If an agency hosts an NWCG training course for multi-agency participation, course content and instructor competency must meet NWCG standards. Fire training opportunities will be coordinated through the AOP.
35. **Communication Systems:** Parties to this Agreement agree to cooperate in defining procedures and criteria for communications systems and frequencies within each agency's authorities. The defined procedure will be documented in appropriate level Annual Operating Plans.
36. **Fire Weather Systems:** The Parties to this Agreement will cooperate in the gathering, processing, and use of fire weather data, including the purchase of compatible sensing systems and the joint use of computer software. The Parties to this Agreement will develop an area wide National Fire Danger Rating System (NFDRS) operating plan. NFDRS is the common and agreed upon fire danger rating system for the Rocky Mountain Geographic Area.

37. **Aviation Operations:** The Parties to this Agreement agree to cooperate in use of aviation resources to foster safe, effective and efficient use of aircraft and personnel. (Refer to the Statewide AOP and RMA Mobilization Guide for specific direction in the use of aircraft.)
38. **Billing Procedures:** The Parties to this Agreement agree to cooperate in developing specifics on Reimbursable Billings and Payments and will be documented in the Statewide AOP.
39. **Cost Recovery/Trespass Fire:** Any individual, subject to the Federal Tort Claims Act or other applicable State or Federal law, who allows any fire burning upon agency property to escape to the property of another, whether privately or publicly owned, is liable to the owner of such property for the suppression costs and damages to the property caused by the fire. 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 parties will attempt to reach mutual agreement, as soon as possible after a fire start, 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 Party may independently pursue civil actions against individuals to recover suppression costs and damages. In those cases where costs have been recovered from an individual, reimbursement of initial attack, as well as suppression costs to the extent included in the recovery, will be made to the Party taking reciprocal action.
40. **Stafford Act Use and Reimbursement:** The Use and Reimbursement for resources when responding under the Stafford Act shall be governed by the provisions contained in Statewide AOP.

VII. GENERAL PROVISIONS

41. **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.
42. **Mutual Sharing of Information:** Subject to applicable state and federal law, rules and regulations, including but not limited to the Privacy Act, Parties to this agreement will furnish to each other, or otherwise make available upon request, such maps, documents, instructions, records, and reports including, but not limited to, fire reports, employment records, and investigation and law enforcement reports as either party considers necessary in connection with the Agreement.
43. **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. As soon as practical, the Protecting Agency, in accordance with their policy, shall initiate an investigation of the accident. The investigation shall be

conducted by a team made up of appropriate representatives from affected agencies.

44. **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/trespass fire process as outlined in Clause 39, Cost Recovery/trespass fire.
45. **Waiver:** All Parties signatory to this agreement, hereby waive all claims between and against each other for compensation for loss, damage, and personal injury, including death, to each other's property, employees, agents, and contractors occurring in the performance of this Agreement.
- Agencies will be liable for their own actions during Mutual Aid response or Independent Action.
- The Federal Tort Claims Act shall govern Federal Agencies liability, except that the Stafford Act (42 U.S.C. 5148) shall govern liability issues arising with regard to response actions under that Act.
- Kansas State, as an agency of the State of Kansas, is bound by the statutes of the State of Kansas. Its ability to assume responsibility for liability is subject to the limits of liability incurred under the Kansas Tort Claims Act, (K.S.A. 75-6101 et seq).
46. **Civil Rights:** The Parties to this agreement shall comply with all local, county, State, and Federal statutes relating to nondiscrimination including, but not limited to: (a) the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, handicap, or national origin; (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.
47. **County and Local Fire Service Entities:** To facilitate the purpose and intent of this Agreement, the KFS will use its best efforts to establish cooperative fire agreements with the Counties and local fire service entities in Kansas which have local wildfire responsibilities.
48. **Modifications/Extensions:** Modifications and extensions within the scope of this Agreement shall be made by mutual consent of the parties to this agreement, by the issuance of a written modification, signed and dated by all parties to this agreement, prior to any changes being performed. No Party is obligated to fund any changes not properly approved in advance.
49. **Annual Review:** If deemed necessary, prior to January representatives of the KFS and Federal Agencies (See Exhibit B, Principle Contacts) will meet and review matters of mutual concern. Operating plans, at all levels, will be reviewed annually. If necessary, operating plans will be revised.

50. **Alternate Dispute Resolution:** In the event of any issues of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation and fact finding.
51. **Duration of Agreement:** The parties hereto, as evidenced by their authorized signature below, have executed, and thereby entered into this agreement, which becomes effective upon the date of the signatures below and shall remain in effect for a maximum of 5 years from the date the party signs this Agreement. Any Party shall have the right to terminate their participation under this Agreement by providing one-year advance written notice to the other Parties to this Agreement.
52. **Previous Agreements Superseded:** Agreement supersedes the following:
Kansas Interagency Cooperative Fire Management Agreement signed and dated May 5, 2007, as amended.
Existing supplemental agreements and operating plans may remain in effect to the extent that they do not conflict with the provisions of this Agreement, but only until such time that any updated activities and conditions covered by those agreements or plans can be incorporated into the appropriate level Annual Operating Plans provided for under this Agreement.
53. **Authorized Representatives:** By signature below, all signatories to this agreement certify that the individuals (Agency Representative, Agency Administrator, Unit Administrator) listed in this document are authorized to act in their respective areas for matters related to this Agreement.

THE PARTIES HERETO, as evidenced by their authorized signature below, have executed, and thereby entered into, this agreement upon the date of the last signature below.

STATE OF KANSAS KANSAS FOREST SERVICE <u>Gary Bales</u> 4/10/12 State Forester Date	US DEPARTMENT OF INTERIOR BUREAU OF INDIAN AFFAIRS -- Southern Plains Region <u>Donna Quisenberry</u> 5/3/12 Regional Director Date
KANSAS STATE UNIVERSITY <u>Paul R. Bess</u> 4/16/2012 Assistant Vice President for Research Date	NATIONAL PARK SERVICE -- Midwest Region <u>Michael J. Reynolds</u> 4/11/12 Regional Director Date
USDA FOREST SERVICE ROCKY MOUNTAIN REGION <u>Luann Leeb</u> 4/27/12 Regional Forester Date	FISH AND WILDLIFE SERVICE -- Mountain Prairie Region <u>Acting Barbara Boyle</u> 4-12-12 <u>Deputy</u> Regional Director Date
 <u>Manica H. Cordova</u> 4/13/12 Forest Service Rocky Mountain Grants and Agreements Specialist Date	

EXHIBIT A

GLOSSARY OF TERMS

Agencies: Federal agencies that have direct fire management or land management responsibilities or that have programs and activities that support fire management activities.

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: The official responsible for the management of a geographic unit or functional area.

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: The lands in a described geographic area that are managed and/or protected by the Parties within this Agreement.

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

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

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

Confine: Restrict the wildfire within determined boundaries, established either prior to, or during the fire. These identified boundaries will confine the fire, with no action being taken to put the fire out.

Contain: Restrict a wildfire to a defined area, using a combination of natural and constructed barriers that will stop the spread of the fire under the prevailing and forecasted weather conditions, until out.

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

Control: Aggressively fight a wildfire through the skillful use of personnel, equipment, and aircraft to establish firelines around a fire to halt the spread and, to extinguish all hot spots, until out.

Controlled burn: Synonymous with Prescribed Fire.

Cost Share Agreement: A document prepared to distribute costs on a multi-jurisdictional incident (see AOP).

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): Used by the Federal Government and many State governments as the primary mechanism at the operational level to organize and provide assistance. ESFs align categories of resources and provide strategic objectives for their use. ESFs utilize standardized resource management concepts such as typing, inventorying, and tracking to facilitate the dispatch, deployment, and recovery of resources before, during, and after an incident.

Escaped Prescribed Fire: A prescribed fire that has exceeded or is expected to exceed prescription parameters or otherwise meets the criteria for conversion to wildfire. Criteria is specified in “Interagency Prescribed Fire – Planning and Implementation Procedures Reference Guide”.

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

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

When a Protecting Agency takes suppression action on lands it protects for the Jurisdictional Agency, and the Jurisdictional Agency is requested to assist, the Protecting Agency will reimburse the Jurisdictional Agency for their assistance. The exception is the National Agreement between the BIA, BLM, FWS, NPS, and the USDA Forest Service that states the parties agree not to bill each other for suppression services.

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

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

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

Fire Type: The type of fire based on whether the ignition was planned (prescribed) or unplanned (wildfire).

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.

Geographic Area Coordinating Group (GACG): Interagency regional fire management bodies.

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.

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

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 Attack Zone: An identified area in which predetermined resources would normally be the initial resource to respond to an incident.

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.

Initial Attack: An aggressive action to put the fire out consistent with firefighter and public safety and values to be protected.

Initial Response: Immediate decisions and actions taken to react to an ignition.

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

Interagency: Coordination, collaboration, communication among cooperating agencies.

Land/Resource Management Plan (L/RMP): A document prepared with public participation and approved by an agency administrator that provides general guidance and direction for land and resource management activities for an administrative area. The L/RMP identifies the need for fire's role in a particular area and for a specific benefit. The objectives in the L/RMP provide the basis for the development of fire management objectives and the fire management program in the designated area.

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 mechanism used 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.

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

National Incident Management System (NIMS): The *National Incident Management System* (NIMS) provides a systematic, proactive approach to guide departments and agencies at all levels of government, nongovernmental organizations, and the private sector to work seamlessly to prevent, protect against, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location, or complexity, in order to reduce the loss of life and property and harm to the environment. NIMS works hand in hand with the *National Response Framework* (NRF). NIMS provides the template for the management of incidents, while the NRF provides the structure and mechanisms for national-level policy for incident management.

National Response Framework (NRF): The *National Response Framework* (NRF) guides how the Nation conducts all-hazards response. The Framework documents the key response principles, roles, and structures that organize national response. It describes how communities, States, the Federal Government, and private-sector and nongovernmental partners apply these principles for a coordinated, effective national response. And it describes special circumstances where the Federal Government exercises a larger role, including incidents where Federal interests are involved and catastrophic incidents where a State would require significant support. It allows first responders, decision makers, and supporting entities to provide a unified national response.

NWCG: National Wildfire Coordinating Group; the NWCG is an interagency, intergovernmental body that establishes operational fire management standards and procedures such as qualification and certification protocols, allocation or resources protocols, equipment standards, training programs.

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

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

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

Party: Entities that are signatory to this Agreement.

Planned Ignition: The intentional initiation of a wildland fire by hand-held, mechanical or aerial device where the distance and timing between ignition lines or points and the sequence of igniting them is determined by environmental conditions (weather, fuel, topography), firing technique, and other factors which influence fire behavior and fire effects (see prescribed fire).

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

Prescribed Fire: Any fire intentionally ignited by management under an approved plan to meet specific objectives (see planned ignition).

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

Protection: The management objectives to limit the adverse physical, environmental, social, political, and/or economic effects of fire.

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

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: Management objective to limit the adverse physical, environmental, social, political, and/or economic effects of fire.

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

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

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

Reciprocal (Mutual Aid) Fire Protection: Assistance provided by a Supporting Agency at no cost to the Jurisdictional Agency for an established time period and distance. Supporting Agencies will, upon request (or voluntarily) take initial attack action in support of the Jurisdictional Agency, and will notify the Jurisdictional Agency of lands involved or threatened. The Jurisdictional Agency is not obligated to reimburse the Supporting Agency for costs incurred during the Mutual Aid period. It is understood that no Supporting Agency will be required to assist or commit resources to a Jurisdictional Agency if doing so may jeopardize the security of lands of the Supporting Agency.

Reconciliation process: The process for tracking in-state incidents for all Parties to this Agreement for the purpose of issuing one annual billing to the paying Party.

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 plan(s). Excludes Mutual Aid.

Reimbursable (Cooperative) Fire Protection: The Protecting Agency may request suppression resources of other Agencies for its protection work. Such resources shall be paid for by the Protecting Agency.

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

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

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.

Response to wildfire: The decisions and actions implemented to manage a wildfire based on ecological, social, and legal consequences, the circumstances under which a fire occurs, and the likely consequences on firefighter and public safety and welfare, natural and cultural resources, and values to be protected.

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.

Structure Fire Protection: Protecting a structure from the threat of damage from an advancing wildland fire. This involves the use of standard wildland protection tactics, control methods, and equipment, including fire control lines and the extinguishments of spot fires near or on the structure.

Structure Fire Suppression: Interior or exterior actions taken to suppress and extinguish a burning structure or improvement associated with standard fire protection equipment and training.

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.

Supplemental Fire Department Resources: Overhead tied to a local fire department generally by agreement who are mobilized primarily for response to incidents/wildland fires outside of their district or mutual aid zone. They are not a permanent part of the local fire organization and are not required to attend scheduled training, meetings, etc. of the department staff.

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

Suppression: Management action to extinguish a fire or confining fire spread.

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

Trespass Fire: An occurrence of unauthorized fire on agency protected lands where the source of ignition is tied to some type of human activity.

Tribes: 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 managers for a Tribe, State, County or local government entity.

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).)

Wildfire: An unplanned ignition caused by lightning, volcanoes, unauthorized and accidental human-caused fires and escaped prescribed fires (See escaped prescribed fire).

Wildland Fire: A general term describing any non-structure fire that occurs in the vegetation and/or natural fuels.

Wildland Urban Interface (WUI): The line, area, or zone where structures and other human development meet or intermingle with undeveloped wildland or vegetative fuels.

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 – Southern Plains Region

Mark Sahmaunt
PO Box 368
Anadarko, OK 73005
Phone: 405-247-1587
FAX:
E-Mail: Mark.Sahmaunt@bia.gov

National Park Service – Midwest Region

Jim McMahill
601 Riverfront Drive
Omaha, NE 68102
Phone: 402-661-1754
Cell: 402-630-0685
E-Mail: Jim_McMahill@nps.gov

U.S. Fish and Wildlife Service – Mountain Prairie Region

Dave Carter
PO Box 25486
Denver, CO 80225
Phone: 303-236-8110
FAX:
E-Mail: David_Carter@fws.gov

US Forest Service – Rocky Mountain Region

Mark Boche
740 Simms St.
Golden, Colorado 80401
Phone: 303-275-5758
FAX: 303-275-5754
E-Mail: mboche@fs.fed.us

Kansas Forest Service

Ross Hauck
2610 Claflin Road
Manhattan, Kansas 66502-2798
Phone: 785-532-3314
FAX: 785-532-3305
E-Mail: rhauck@ksu.edu

EXHIBIT C.

ANNUAL OPERATING PLAN OUTLINE GUIDE

PREAMBLE

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

This operating plan supersedes:

(List applicable local agreements and Operating Plans.)

PURPOSE

This is a (Geographic Area, Statewide or Sub-Geographic Area) Annual Operating Plan (AOP) applicable to all signatory parties within (Geographic Area Name or the State of XXX, or Sub-Geographic Area Name). It addresses issues affecting cooperation, interagency working relationships and protocols, financial arrangements, and joint activities. The XXXX Mobilization Guide is considered part of this AOP.

RECITALS

National Response Framework activities will be accomplished utilizing established dispatch coordination concepts. Situation and damage assessment information will be transmitted through established fire suppression intelligence channels.

Jurisdictional Agencies are responsible for all planning documents i.e. land use, resource and fire management plans and decision support documents, for a unit's wildland fire and fuels management program.

Protecting Agencies implements the actions documented and directed by the appropriate planning documents and decision support documents for initial and extended attack on wildfire incidents. They provide the supervision and support including operational oversight, direction and logistical support to Incident Management Teams.

INTERAGENCY COOPERATION

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

Interagency Resources:

- Identify funding and staffing of joint resources and facilities commensurate with each Agency's use.
- Identify the process by which additional preparedness resources requests will be coordinated.
- *If applicable, cite the operating plan for management of Incident Management Teams and where it is available.*

Standards: Reference common standards; reference direction for land management and aircraft use.

PREPAREDNESS

Protection Planning: Determine efficiencies and document decisions regarding acquisition of protection services and reciprocal assistance. Identify placement of crews, engines, air tankers, helicopters, fixed and aerial detection, regulated use, closures, and other joint fire control efforts.

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

Methods of Fire Protection and Suppression:

- **Reciprocal (Mutual Aid) Fire Assistance:** Document reciprocal initial attack zones. Document the distance and length of the mutual aid period. (It should not exceed 24 hours unless specifically stated by agreement or contract.)

- **Acquisition of Services:** Identify areas for reimbursable (cooperative), exchange (offset) or contract (fee basis) fire protection services. Method used to establish fee or rate of exchange. Terms and conditions. Work to be done by Protecting Agency and its responsibilities.

Joint Projects and Project Plans: Document or reference joint cooperative projects including objectives, role of each Agency, and financial plan. Examples: prescribed fire/fuels management, pre-suppression, fire analysis/planning, rehabilitation, training, prevention, public affairs, etc.

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

Public Use Restrictions: Implementation procedures or incorporate by reference the document containing those procedures.

Burning Permits: Document procedures where applicable.

Prescribed Fire (Planned Ignitions) and Fuels Management: Refer to project plans.

Smoke Management: Local considerations; use of Air Resource Advisors.

OPERATIONS

Fire Notifications:

- Specify notification procedures and timelines.
- Establish timeframes when final Fire Reports will be sent to jurisdictional agencies.
- Describe the level of communication required with neighboring jurisdictions regarding the management of all wildfires, especially those with objectives that include benefit.

Boundary Line Fires: Specify notification procedures.

Response to Wildfires:

Special Management Considerations:

- Identify areas where there are resource and other management concerns i.e. special management considerations, appropriate fire management actions, any restrictions in firefighting tactical techniques, etc. *(Note: This information could be incorporated by reference to a fire management plan.)*
- Jurisdictional Agencies, which may include state and private lands, should identify the conditions under which wildfire may be managed to achieve benefit, and the information or criteria that will be used to make that determination (e.g. critical habitat, hazardous fuels and land management planning documents). *(Note: This information could be incorporated by reference to a fire management plan.)*
- Identify how suppression costs related to special management considerations will be allocated.

Decision Process: Identify the process by which the parties will develop and document decisions regarding suppression strategies and tactical actions that are cost efficient and consider loss and benefit to land, values-at-risk, resource, social and political values, and existing legal statutes.

Cooperation: Identify how to involve all parties in developing the strategy and tactics to be used in preventing unwanted wildfire from crossing the jurisdictional boundary, and how all parties will be involved in developing mitigations which would be used if a wildfire does cross jurisdictional boundaries.

Communication: Describe the level of communication required with neighboring jurisdictions regarding the management of all wildfires, especially those with objectives that include benefit. Describe the level of communication required with neighboring jurisdictions regarding suppression resource availability and allocation, especially for wildfires with objectives that include benefit.

Cost efficiency: Jurisdictions will identify conditions under which cost efficiency may dictate where suppression strategies and tactical actions are taken (i.e. it may be more cost effective to put the containment line along open grassland than along a mid-slope in timber). Points to consider include loss and benefit to land, values at risk, resource, social and political values, and existing legal statutes.

Delegation of Authority: Describe procedures and criteria to specify direction, authority and financial management guidelines that local Unit Administrators will use to inform Incident Commanders.

Preservation of Evidence: Investigation process.

USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES

Cost Share Agreement (Cost Share Methodologies) Describe how costs will be shared when a fire spreads into another jurisdiction. The type of cost share methodology utilized will vary according to a great variety of environmental, resource, tactical, political, and other considerations. The following factors should be discussed in order to clarify how such factors will influence the ultimate selection of a cost share methodology for any given wildfire.

- The cost-sharing methodologies that will be utilized should wildfire spread to a neighboring jurisdiction in a location where fire is not wanted.
- The cost-share methodologies that will be used should a jurisdiction accept or receive a wildfire and manage it to create benefit.
- Any distinctions in what cost-share methodology will be used if the reason the fire spreads to another jurisdiction is attributed to a strategic decision, versus environmental conditions (weather, fuels, and fire behavior) or tactical considerations (firefighter safety, resource availability) that preclude stopping the fire at jurisdictional boundaries. Examples of cost-sharing methodologies may include, but are not limited to, the following:
 - When a wildfire that is being managed for benefit spreads to a neighboring jurisdiction because of strategic decisions, and in a location where fire is not wanted, the managing jurisdiction shall be responsible for wildfire suppression costs.
 - In those situations where weather, fuels or fire behavior of the wildfire precludes stopping at jurisdiction boundaries cost-share methodologies may include, but are not limited to:
 - a. each jurisdiction pays for its own resources – fire suppression efforts are primarily on jurisdictional responsibility lands,
 - b. each jurisdiction pays for its own resources – services rendered approximate the percentage of jurisdictional responsibility, but not necessarily performed on those lands,
 - c. cost share by percentage of ownership,
 - d. cost is apportioned by geographic division. Examples of geographic divisions are: Divisions A and B (using a map as an attachment); privately owned property with structures; or specific locations such as campgrounds,
 - e. reconciliation of daily estimates (for larger, multi-day incidents). This method relies upon daily agreed to cost estimates, using Incident Action Plans or other means to determine multi-Agency contributions. Reimbursements can be made upon estimates instead of actual bill receipts.

Training: Identify training needs, schedules, billing arrangements, agreed to sharing of resources. (Review Colorado Statewide Agreement Clause, Joint Projects and Project Plans).

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

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

Aviation Operations: Identify and document any local aviation agreements.

Billing Procedures: See Exhibit XX - Reimbursable Billings and Payments

- Procedures for Fee Based Services
- Payment Process
- Timeframes to notify billing agency of incorrect invoice
- Contact information for written request for extensions
- Billing location/address

Cost Recovery: Procedures for determining a cost recovery process.

GENERAL PROVISIONS

Personnel Policy: See Exhibit XX – Supplemental Fire Department Resources. List personnel to be mobilized under the terms of that Exhibit by name, position(s), and identified as Single Resource. While on assignment, these individuals are **XXFD** employees and the **XXFD** will be reimbursed for their actual costs.

Modification: Revisions or updates to this AOP are automatically incorporated into the Master Cooperative Wildland Fire Management Agreement dated XXXXX. A formal modification to the Master Agreement is unnecessary.

Annual Review: This AOP is reviewed annually by (DATE) and revised, as needed.

Duration of Agreement: This AOP remains in effect until superseded.

Previous Agreements Superseded: XXX AOP.

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

SIGNATURES

The Statewide Operating Plans will be approved by the applicable signatory State and Federal agency representatives.

Unit Administrators will have the responsibility for developing and approving sub-geographic area operating plans.

SIGNATURES

Agency

Agency

Agency Administrator

Date:

Agency Administrator

Date: