

**STATEWIDE COOPERATIVE WILDLAND FIRE MANAGEMENT AND
STAFFORD ACT RESPONSE AGREEMENT – NEBRASKA**

Between

UNITED STATES DEPARTMENT OF THE INTERIOR

NATIONAL PARK SERVICE – Midwest Region
BUREAU OF INDIAN AFFAIRS – Great Plains Region
UNITED STATES FISH AND WILDLIFE SERVICE – Mountain Prairie Region

UNITED STATES DEPARTMENT OF AGRICULTURE

FOREST SERVICE – Rocky Mountain Region
13-FI-11020000-015

and

THE STATE OF NEBRASKA

Nebraska Emergency Management Agency
Nebraska Forest Service
Nebraska Game and Parks Commission
Nebraska Military Department
Nebraska State Fire Marshal

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, 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 Agencies)
- 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) (Federal Agencies)

STATE AUTHORITIES

- Nebraska Revised Statutes and Procedures:
 - Nebraska Emergency Management Act of 1996, as amended
 - Nebraska State Emergency Operations Plan
 - State of Nebraska Annual Wildfire Operating Plan, in SEOP
 - Governor's Emergency Fund/Guidelines for Public Officials, July 2012

- Revised Statutes of Nebraska 1943 Sections 85-161.01 through 85-162.05 as amended

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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 document the commitment of the Parties to this Agreement 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. The response of each party to Stafford Act declarations shall be appropriate and consistent with each party's own authorities and responsibilities.

The Parties to this Agreement are:

The State of Nebraska, through the Nebraska Emergency Management Agency (NEMA), the Nebraska Forest Service, the Nebraska Game and Parks Commission, the Nebraska Military Department and the Nebraska State Fire Marshal, hereinafter called the State; and

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

The United States Department of the Interior, National Park Service, through the Regional Director for the Midwest Region, hereinafter called the "NPS"; and

The United States Department of the Interior, Fish and Wildlife Service, through the Regional Director for the Mountain-Prairie Region, hereinafter called "FWS"; and

The United States Department of the Interior, Bureau of Indian Affairs, through the Regional Director for the Great Plains Regional Office, hereinafter called the "BIA"; and

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

The Federal Agencies, States, and other entities signatory to this Agreement will hereinafter be 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, wildland fire vs. Stafford Act responses will take precedence. For wildland fire, that is the NWCG Glossary of Wildland Fire Terminology, found on the "Publications" page of the National Wildfire Coordinating Group web-page (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
- D Supplemental Project Plan Template
- E Cost Share Agreement
- F Supplemental Fire Department Resources
- G Use and Reimbursement for Stafford Act Shared Resources
- H Documents Required for Money Transfer

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. All supplements to this Agreement must be in writing and signed by all the parties to be effective.

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 - Exhibits to this Agreement
- 3 - Zone or local AOP

4 - Project and Financial Plan

III) RECITALS

- NEMA will act as the coordinator for State wildland emergency fire management;
- Nebraska Forest Service, and Nebraska State Fire Marshal provide support to local Rural Fire Protection Districts, per Emergency Support Function (ESF) 4, Appendix 1, of the Nebraska State Emergency Operations Plan and Annex A of the Governor's Emergency Fund/Guidelines for Public Officials;
- State, Private, and Federal lands within Nebraska Rural Fire Protection Districts are intermingled or adjacent in some areas of Nebraska, and wildland fires on these intermingled or adjacent lands may present a threat to the lands of the other;
- The Federal Agencies maintain fire protection and fire management organizations and the State provides assistance to Rural Fire Protection Districts in wildfire emergency situations that are beyond the Districts' capabilities;
- It is to the mutual advantage of the Parties to this Agreement to coordinate efforts for the prevention, detection, and suppression of wildfires, fuels management, use of wildland fire, non wildland 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;
- It is the intent of the Parties 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;
- It is the intent of the Parties signatory to this Agreement that federal resources be available to assist in fire management activities on all state and private lands the State is responsible to protect.
- The Federal Agencies have entered into a national Interagency Agreement for Fire Management (2011 as updated) to cooperate in all aspects of fire management.
- 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 wildland fire 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 statutes and policies.

- 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, or other arrangement. **Supporting Agency** - An Agency providing suppression or other support and resource assistance to a protecting agency.

In consideration of the mutual commitments and conditions herein made, it is agreed as follows:

IV) INTERAGENCY COOPERATION

1. **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
<http://gacc.nifc.gov/rmcc/administrative/docs/2012%20RMCG%20Charter%20SIGNED.pdf>.

2. **Compacts:** Compacts are external and independent of this agreement.

Emergency Management Assistance Compact (EMAC) was established to allow interstate assistance between member states prior to the need for resources unavailable in state. The purpose of EMAC is to provide support to local jurisdictions in the event of a large-scale emergency or disaster when the resources needed exceed those available in state. Prior to requesting assistance from EMAC member states. Upon approval by the Governor, requests will then be forwarded to another EMAC state(s). The SEOC will approve all EMAC resource orders and requests. All EMAC resource requests will be processed using the official EMAC Resource Request Form. All private, local and state resources must be exhausted before requesting EMAC resources. Refer to the Emergency Management Assistance Compact Guidebook and Standard Operating Procedures.

3. **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.

4. **State Agency Authorities, Roles and Responsibilities:**

- a. **Rural Fire Protection Districts:** Rural Fire Protection Districts have wildland fire suppression responsibilities on State and private lands within their Districts and may maintain Cooperative Fire Protection Agreements with the Federal Agencies for wildland fire management activities. Such Agreements are considered to be Local in scope and do not bind the State. When an incident exceeds the local Fire Protection District's capabilities, requests for additional resources and/or financial assistance may be placed with the Nebraska Emergency Management Agency.
- b. **Nebraska Emergency Management Agency:** NEMA provides overall coordination of State activities related to emergency management to prevent, minimize, assess, and respond to damage resulting from disasters. Upon request of a Rural Fire Protection District and approval of the Governor, the Nebraska Emergency Management Agency will initiate the State of Nebraska Emergency Operations Plan (SEOP) and request a State Emergency proclamation if necessary. If the Governor proclaims an emergency, NEMA acts as the State Coordinating Agency for interface between Local Fire Protection Districts and the Federal Agencies to obtain additional resources.
- c. **Nebraska Forest Service:** Under the direction of the Board of Regents of the University of Nebraska, the Nebraska State Forester has general supervision of service programs related to forestry and forestation, including but not limited to planning, training, wildland fire protection through pre-suppression activities, development, protection and use of forest resources and other programs promoting forest management and forestation. The State Forester does not maintain a wildland fire suppression capability but provides staff to serve as an ESF4 Coordinator (ESFC) as described in Emergency Support Function (ESF) 4 of the SEOP and as defined in Exhibit A, Glossary.
- d. **Nebraska Game and Parks Commission:** Under the Nebraska Inter-local Cooperation Act, the Nebraska Game and Parks Commission may enter into agreements for the provision of such public safety services as law enforcement, fire protection and emergency response services. The Commission will make available wildland fire

suppression assets owned and controlled by the Commission at the request of Rural Fire Protection Districts as members of Mutual Aid Districts.

- e. **Nebraska Military Department:** The Nebraska National Guard is responsible for maintaining and providing available State assets of military ground and aerial wildfire suppression personnel and equipment when authorized by proclamation by the Governor under the Nebraska Emergency Management Act.
 - f. **Nebraska State Fire Marshal:** The State Fire Marshal serves as an ESF4 Coordinator (ESFC), as defined in the Exhibit A, Glossary, and is responsible for regulation of fire codes, fire investigation, fire inspection and fire plan review. The Training Division, with financial support from the Nebraska Forest Service Fire Control Section, provides a training curriculum to local fire departments that includes wildland fire control, aerial application, incident command, etc.
5. **Nebraska Wildfire Coordinating Council:** The Nebraska Governor has appointed one representative of each of the State Agencies which are signatory to this Cooperative Fire Agreement and one representative of the Nebraska Volunteer Firefighters Association to an Advisory Council called the Nebraska Wildfire Coordinating Council (NWCC). The purpose of the NWCC is to establish a basis for wildfire management activities on the state level, coordinate policy and procedures within state agencies to request and utilize state and national resources to assist local Fire Protection Districts when state and/or national resources are requested, and meet each year.
6. **Annual Operating Plans:** An Annual Statewide Operating Plan will be developed by the Nebraska Wildfire Coordinating Council as Appendix 1 of Emergency Support Function (ESF) 4 of the Nebraska State Emergency Operations Plan (SEOP) and will tier to this Agreement. Subjects identified in the Annual Operating Plan Outline Guide, attached as Exhibit C, will be addressed. The following annual operating plans are listed in descending order of precedence:
- Statewide Operating Plans** – Statewide Operating Plans will address issues affecting statewide cooperation. The Statewide Operating Plans will be approved by the Governor of Nebraska.
 - Project Plans** – Project plans are plans usually 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.
7. **Interagency Dispatch Centers:** The Parties to this Agreement agree to maintain, support, and participate in Interagency Dispatch Centers, as appropriate and subject to the availability of appropriated funds. in accordance with the appropriated funds limitation

clause listed on page 18, #30 of this Agreement.

8. **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.
9. **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 Delegation of Authority letters, Incident Action Plans (IAPs), local AOP's or other appropriate document and will be subject to the availability of appropriations to the Federal agencies, and at State, dispatch zone, and incident levels.

To the extent practical, additional preparedness resource requests will be coordinated. The coordination process will be identified at the time of the incident.

10. **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.
11. **Protection Planning:** Annually, sub-geographic area Unit Administrators will determine efficiencies to be gained from reciprocal assistance and acquisition of protection services. Local Annual Operating plans will document decisions. Plans at the sub-geographic 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.
12. **Protection Areas and Boundaries:** Protection areas, as defined by boundaries, will be mapped and or described, and made a part of annual operating plans.
13. **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:

Reciprocal (Mutual Aid) Fire Protection: As deemed appropriate, the Parties to this agreement may, by agreement in appropriate level AOP's 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 mutual aid distance and time period, not to exceed 24 hours, will be documented in the Mutual Aid Agreement or Local AOP.

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, will be documented in the appropriate level Mutual Aid Agreements.

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 (2011 as updated) between the BIA, BLM, FWS, NPS, and the USDA Forest Service states that the parties agree not to bill each other for suppression services.

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 Local AOPs.

Joint Projects and Project Plans: The Parties 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 joint projects and plans will be outlined in further detail in the plans developed for the specific project.

14. **Fire Prevention:** The Parties to this Agreement agree to cooperate in the development and implementation of fire prevention programs. Specific fire prevention plans should be developed by local interagency fire management personnel per agency guidance. The Parties 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.

15. **Public Use Restrictions:** Guidelines for implementing restrictions and closures may be established by a separate Memorandum of Understanding. The State Fire Marshal will coordinate with all Juristictions prior to recommending Statewide Fire Restrictions or Bans to the Governor. Restrictions are managed by the State Fire Marshal.

16. **Burning Permits:** Parties to this Agreement agree to cooperate in identifying and/or developing burning permit procedures and processes, where applicable and in compliance with individual party authorities.

17. **Prescribed Fire and Fuels Management:** The Parties to this Agreement agree to cooperate in the development and implementation of prescribed fire and fuels management programs.

Any Party to this Agreement may provide assistance to another Party 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. Billing for prescribed fires by the Federal Agencies will follow the guidance set in the national Inter-Agency Agreement for Fire Management (2011 as updated) as signed by the federal agency administrators.

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

18. **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. The State may facilitate the request and utilization of state air regulatory agencies as resource advisors during any wildfire and prescribed fire incident that could benefit from such additional technical expertise.

19. **Personal Protective Equipment:**

1. Local plans and safety standards may define Personal Protective Equipment (PPE) requirements within local jurisdictions

2. Federal - All fireline personnel, including those involved in initial attack during the mutual aid period, shall be equipped with personal protective equipment that meets standards identified in the Interagency Standards for Fire and Aviation Operations – NFES 2724 (Red Book) Chapter 7, including hard hat, eye protection, Nomex shirt and trousers, leather

gloves, leather boots with lug soles (minimum 8 inch high) and a fire shelter.

V) OPERATIONS

20. **Closest Forces Concept:** The guiding principle for dispatch of initial attack suppression resources is to use the closest available agency resource regardless of which Party the resources belong, and regardless of which Agency has protection responsibility.
21. **Fire Notifications:** Each Party 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 the timeframes established in the applicable Annual Operating Plan or Memorandum of Understanding.
22. **Boundary Line Fires:** A boundary line fire, as defined in Exhibit A, Glossary of Terms, 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. If multiple agencies are engaged in a fire on or near common boundaries, the agency representatives shall convene as soon as possible to mutually agree upon the fire strategy and delegate an IC. If the fire is confined to a single jurisdiction, that agency will designate an IC. It shall be the responsibility of the jurisdictional agency to provide or mobilize replacement forces.
23. **Escaped Prescribed Fires:**
- Wildfire resulting from escaped prescribed fires that were ignited by, managed at the direction of, under the supervision of the Parties to this Agreement shall be the responsibility of the Jurisdictional Agency. Unless otherwise agreed to in writing, all suppression costs are the responsibility of the initial Jurisdictional Agency. The Parties 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 Parties to this Agreement.
- If the Parties to this Agreement conduct a cooperative prescribed fire, the responsibility for suppression costs, should it escape, shall be agreed upon and documented in the project plan.
- In all cases, however, the payment of such claims by an Agency of the State of Nebraska shall be limited to that amount as ultimately determined by a court of

competent jurisdiction under applicable state or federal law.

24. **Response to Wildland Fires:** All fire suppression action conducted on lands of another Party shall be consistent with that Party's fire management policy and the terms of this Agreement. Parties to this Agreement agree to cooperate in response wildfires. The type of response will be defined and documented in appropriate level AOPS or Incident Action Plan for that incident. The intent should never be to allow a wildland fire to burn onto a jurisdiction that does not want it. All parties should be involved in developing the strategy and tactics to be used in preventing the fire from crossing the jurisdictional boundary, and all parties should be involved in developing mitigations that would be used if the fire crosses jurisdictional boundaries.
25. **Delegation of Authority:** Appropriate level AOP's will document procedures and criteria for Unit Administrators to specify direction, authority, and financial management guidelines to Incident Commanders.
26. **Preservation of Evidence:** As initial action is taken on a fire, the initial attack forces will preserve information and evidence pertaining to the origin and cause of the fire. Protecting and jurisdictional agencies shall render mutual assistance in the gathering of evidence to the fullest extent practicable. Affected Parties to this agreement will meet to determine an investigation process.
27. **Trespass Fire:** Trespass fires will be investigated and processed per agency policy.
28. **All-Hazard (Non-Fire) Response:** Any Federal Agency response within the Stafford Act is done through the NRF mission assignment and the State is billed by FEMA for 25% of the costs of XXXXX. Although this Agreement is limited to wildland fire management and does not include non-wildland fire management and medical aid responses, many Parties support All-Hazard incidents within their respective authorities. Other Parties may not have the authority to respond at all. This Agreement does not preclude Parties from supporting one another in emergency situations as provided by their respective policies, procedures, or other agreements.

Stafford Act All-Hazard Response: In the event of a Presidential Disaster Declaration to an emergency situation, the Stafford Act provides Federal funding assistance to states and allows Federal agencies maximum authority to respond to All-Hazard incidents. Under this designation, the Parties may assist one another under the provisions of this agreement if so tasked by the Federal Emergency Management Agency (FEMA) and as long as requested resources are available and all other provisions of this agreement are met. Stafford Act responses, procedures and requirements established in the National Response Framework (NRF) shall be utilized by the Parties to authorize and accomplish any required response or support tasks.

The Use and Reimbursement for resources when responding under the Stafford Act shall be governed by the provisions contained in the FEMA approved NEMA Public Assistance Administrative Plan. 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 (Non-wildfire) Responses: Other disasters/emergencies, usually of a smaller scale, may not receive a Presidential Disaster Declaration and the Stafford Act will not apply. Federal agencies have only limited authority to respond to these All-Hazard (non-wildfire) incidents. The Parties will support one another in these emergency situations as provided by their Agencies respective policies, procedures, or other agreements.

Reimbursement for All-Hazard (non-wildfire), non-Presidential Disaster Declaration incidents will be negotiated on an incident-by-incident basis utilizing accepted business management practices, authorities, policies, procedures, and other agreements of the Agencies involved.

Mobilization activities will be accomplished utilizing established dispatch coordination concepts per the current National Interagency Mobilization Guide, as modified (if necessary) by limitations in funding or agency policy.

29. **Wildland Urban Interface:** The operational roles of the federal agencies as partners in wildland urban interface are wildland firefighting, hazard reduction, cooperative prevention and education, and technical assistance. Structural fire suppression is the responsibility of tribal, state, or local governments. Federal agencies may assist with exterior structural fire protection activities under formal fire protection agreements that specify the mutual responsibilities of the partners, including funding. Some federal agencies have full structural protection authority for their facilities on lands they administer and may also enter into formal agreements to assist state and local governments with structural protection

VI) USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES

30. **Appropriated Fund Limitation:** Nothing herein shall be considered as obligating the Parties to this Agreement to expend funds or carry-out any 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.
31. **Duration of Work Assignments:** Consideration must be given to the health and safety of personnel when assigned to fires. The Parties to this Agreement agree that

Incident Commanders will release suppression personnel resources to their primary responsibilities as soon as incident priorities allow. Incident Commanders shall adhere to work/rest policies specified in the National Interagency Mobilization Guide.

32. **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. Exhibit E contains the Cost Share Agreement template and considerations.
33. **Procurement:** At the time of the incident, the affected agencies will determine the appropriate procurement procedures that will be utilized, in compliance with the provisions of the Interagency Incident Business Management Handbook (Federal Agencies) or State procurement procedure policies (State Agencies).
34. **Equipment and Supplies:** Parties to this Agreement agree to cooperate in defining procedures and criteria for ordering, use, and return of equipment and supplies.
35. **Licensing:** Drivers and equipment operators will hold appropriate operating licenses to meet state and federal laws. Employees of the Parties to this Agreement may operate each other's fire apparatus provided the operator is qualified by the current operating guidelines and training requirements of their own Agency. All Parties to this Agreement must comply with their and other Agency's policies and restrictions on vehicle use. Driving will be for official purposes only.
36. **Training:** The Parties 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.
37. **Communication Systems:** Parties to this Agreement agree to cooperate in defining procedures and criteria for communications systems and frequencies within each agency's authorities. All parties to the Agreement will coordinate radio frequencies as needed to conduct emergency operations. No party to the Agreement will use, or authorize others to use, another agency's radio frequencies for routine day-to-day operations.
38. **Fire Weather Systems:** The Parties to this agreement will cooperate in the gathering, processing, and use of fire weather data that meets current National Fire Danger Rating System (NFDRS) standards or the Rangeland Fire Danger Index (not a standard NFDRS system) at their discretion or as directed by agency policy.
39. **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 RMA Mobilization Guide for specific direction in the use of aircraft.)

Aviation Ordering:

Federal Agencies – Follow MOB Guide direction and other agency specific direction.

State of Nebraska- Federally contracted aviation resources must be requested and approved by NEMA.

40. **Billing Procedures:** The Parties to this Agreement agree to cooperate in developing specifics on billing procedures in this agreement.

Reimbursable Billings and Payments

A) Suppression Billings

1. **Federal Billings:** Federal Agencies will not bill each other for fire suppression support.

Federal Agencies will submit bills for their reimbursable costs to the Associations or States whenever Nebraska state agencies are the protecting Agency and a billing is appropriate.

2. **State or Association Billings:** When one of the States or Associations is the supporting Agency and the fire is within the State of Nebraska, the State or Agency will bill the protecting Agency for reimbursable costs when a billing is appropriate. Anytime the States respond to a Federal Agency fire outside of Nebraska, the State will bill all applicable costs to the appropriate federal agency (ies). Annual operating plans will include billing location information.
3. **Billing Estimates and Time Frames:** On fires where costs are incurred pursuant to the terms of this agreement, the billing Agency shall submit a bill or estimate for reimbursement as soon as possible, but not later than 60 days after the fire 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 6 months after control of the fire. Billing deadlines set forth herein are intended merely to encourage prompt billing, and failure to meet billing deadlines shall not be construed as a release or waiver of claims for reimbursement against the other party. For obligation purposes, the Federal Agencies will submit unpaid obligational figures to the State by May 15. The State will submit unpaid obligational figures to the appropriate Federal Agency by September 15 for the current Federal fiscal year. After the final billing has been sent and additional costs are identified, a supplemental billing may be issued if agreeable to applicable parties.

B) Electronic Funds Transfer (EFT): Nebraska shall designate a financial institution or an authorized payment agent through which a federal payment may be made in accordance with U.S. Treasury Regulations, Money, and Finance at 31 CFR 208, which requires that federal payments are to be made by EFT to the maximum extent possible. A waiver may be requested and payments received by check by certifying in writing that one of the following situations apply:

1. The payment recipient does not have an account at a financial institution, or
2. EFT creates a financial hardship because direct deposit will cost the payment recipient more than receiving the check, or
3. The payment recipient has a physical or mental disability, or a geographic, language, or literacy barrier.

In order to receive EFT payments, Nebraska shall register in the Central Contractor Registry (CCR) at www.ccr.gov and follow the instructions on line. For assistance, contact the CCR Assistance Center at 888-227-2423 or 269-961-4725 or System for Award Management Assistance – (SAM) www.sam.com at 877-322-8277, as applicable to your agency.

C) Billing Content: Bills will contain, at a minimum:

- Cooperator name, address, phone number and agency financial contact
- Invoice or bill number
- Agreement number
- Inclusive dates
- Name of incident and incident number
- Location and jurisdictional unit
- Appropriate incident number and State and Federal job code
- Summary cost reports generated by the Agency to support the billing, including applicable cost share agreements. (See Exhibit C, Operating Plan Outline Guide, for suggested additional details.)

Signature and title of Agency official

Cost source documents will be required, the exception is if your agency does not require cost source documents. Cost share will not be required unless summary

cost data is disputed or another agency requires source documents (i.e.FEMA) or your agency dictates cost source documents are required. Summary cost data will include, but not limited to, a list of personnel expenses including base, overtime, and travel and a listing by vendor name and amount spent for supplies and services procured. Billings for fire suppression assistance may include reimbursable costs (see Exhibit A, Glossary), but will not be assessed indirect cost rates. Federal Agencies will not bill each other for indirect costs for preparedness activities.

The Overhead Assessment Rate for the US Forest Service is published in the Annual Program Direction. The rate for the effective dates of this Cooperative Agreement will be 8.0%.

The Overhead Assessment Rate for the National Park Service is published in Assessment and Restoration Handbook. The rate for the effective dates of this Cooperative Agreement will be 16.84%.

The Overhead Assessment Rate for the US Fish and Wildlife Service is published in FWS Manual Part 274. The rate for the effective dates of this Cooperative Agreement will be 17.1% or 22%.

The Overhead Assessment Rate for the Bureau of Indian Affairs is published in Memorandum dated July 20, 2010 for Fiscal Year 2011 Burden Rate. The rate for the effective dates of this Cooperative Agreement will be 17.79%.

Federal payments for State resources will be made direct to the Nebraska Emergency

Management Agency for deposit into the Governor's Emergency Fund. In the absence of a Governors proclamation of disaster, federal payments for fire district resources will be made directly to the fire district. The State will handle billing questions or disputes with the appropriate fire service entity.

D) Payment Due:

Whenever this Agreement provides for billing, the agency receiving the bill has an obligation to pay in accordance with the terms of this Agreement. All bills will be paid in accordance with the paying Agency's prompt payment procedures.

i. Contested 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 within the designated waiver period.

ii.Obligations: The NEMA will submit estimated unpaid obligation figures to the Federal Agencies by September 1 for the current billing year. All obligations will be submitted by incident name, date, incident number and Fire Code.

E) Fee Basis Acquisition of Services:

Annual Statewide or local operating plans and procurement documents will establish billing procedures for Fee Basis Protection Services. An indirect cost rate will not be assessed.

F) Non-Suppression (e.g., Fuels Treatment) Billings:

(Use if appropriate)The Agencies to this Agreement may bill for activities not related to fire suppression within their authorities. For example, within existing legal authorities, this may include reimbursement to states for expenses incurred in accepting dispatches in response to non-wildfire emergencies. Billing arrangements for such activities will be documented on procurement documents or project plans (see Exhibit D) and an indirect cost rate will be assessed. Provisions described above also apply to these billings. Billings will outline services performed and include a copy of, or reference, the applicable operating plan.

G) Third Party Payments:

Third parties may be utilized for fire management services by the Agencies to this Agreement, when agreed to by the affected agencies. Resource orders for third parties' personnel and equipment will be made through and tracked by the parent state. To receive payment for services rendered, the third party will submit all billing invoices to their parent state. Each invoice shall contain a "remit to address" and a "tax ID" number. All third party invoices will be sent to the parent state within 120 days of completion of the fire management services, unless a written request for an extension has been granted by the State. For federal fire management services, the third party shall comply with the above stated billing requirements. The State, after ensuring that the conditions of the local agreement have been complied with, will submit the invoice to the appropriate federal agency and request that payment is made directly to the third party. Upon receipt of the invoice from the state, the federal agency may make payment as requested.

Billing Addresses:

All appropriate bills for services provided to the Primary Federal Agencies will be mailed to the following agency addresses for payment:

<p>NEMA Attn: Earl Imler 2433 NW 24th Street Lincoln, NE 68524-1801 Phone: 402-471-7181 Fax: 402-471-7433 Cell: 402-326-9221 Email: earl.imler@nebraska.gov</p>	<p>Bureau of Indian Affairs Attn: Regional Fire Management Officer Great Plains Region 115 4th Ave SE Aberdeen, SD 57401 Phone: 605-226-7621 Fax: 605-226-7358</p>
<p>National Park Service Midwest Region Attn: Fire Division 601 Riverfront Drive Omaha, NE 68102-4226 Phone: 402-661-1770 Fax:</p>	<p>Fish and Wildlife Service US Fish and Wildlife Service Attn: Fire Admin Officer 134 Union Blvd., Suite 300 Lakewood, CO 80228 Phone: 303-236-4305 Fax: 303-236-4792 Email: amy_kaymen@fws.gov</p>
<p>USDA Forest Service – Region 2 Attn: Incident Business Manager 740 Simms Street Golden, CO 80401-4720 Phone: 303-275-5316 Fax: 303-275-5754</p>	

Anytime NEMA is the supporting agency on a non-federal incident outside the State Nebraska , NEMA will coordinate resources, audit bills for services, and forward all completed bills for services to the USDA Forest Service at the address below:

USDA Forest Service, Rocky Mountain Region
Attn: Incident Business – Regional Budget Office
740 Simms Street
Golden, CO 80401

Non-Billable Items:

The following items are NOT considered billable by the Parties signatory to this agreement:

Agency Overhead personnel performing agency specific duties and not assigned to the incident

Non-expendable accountable property

Agency specific Burned Area Emergency Rehabilitation (BAER) beyond suppression damage rehab

Mutual aid costs unless otherwise stipulated in a cost share agreement.

Billable and Shareable Items:

Indirect Costs Not On Resource Orders: There are associated costs that both Nebraska Emergency Management (NEMA) and Federal Agencies incur in providing resources to an incident. 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. While, on the surface, they are not ordered by and for the incident, they are necessary to mobilize ordered resources or acquire services for the incident and are valid charges (i.e. mobilization of crews, equipment contractors, etc). These associated costs that are a result of the incident are considered to be an added cost to the agency. While these activities may not be documented on a resource order, they will be billed using agency specific financial system reports.

Examples include but are not limited to:

Warehouse personnel: includes local and regional cache/service center personnel performing activity in support of the incident.

Mobilization centers: includes personnel performing activities within a mob center in support of the incident. These mobilization centers are established by agencies to support the incident.

Transportation cost: includes personnel performing activities in support of the incident or mobilization centers. This may also include salaries, mileage and lodging/per diem.

Temporary incident payment center activity: includes personnel performing activities in support of the incident, which may include salaries, travel expenses, supplies and temporary facility rental.

Backfill: appropriate backfill billable to the incident:

- a. base hours of assigned resource or backfill but not both entities;
- b. overtime hours of assigned resource or backfill but not both entities

Invoice Preparation: includes charges by agency staff for the preparation of incident billing documents/packages.

41. **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 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.

VII) GENERAL PROVISIONS

42. **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.
43. **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.
44. **Accident Investigations:** When an accident occurs involving the equipment or personnel of a supporting Agency, the protecting Agency shall immediately notify the jurisdictional and supporting agencies. As soon as practical, the protecting Agency shall initiate an investigation of the accident. The investigation shall be conducted by a team made up of representatives from affected Agencies, as appropriate.

45. **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 40.
46. **Waiver:** The State and Federal Agencies 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.

47. **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.
48. **Annual Review:** If deemed necessary, prior to January representatives of the State and Federal Agencies (See Exhibit B) will review matters of mutual concern.
49. **Duration of Agreement:** The term of this Agreement shall commence on the date the last Party signs below and shall remain in effect for five years from that date.

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.

50. **Previous Agreements Superseded:** This Agreement supersedes the following: Nebraska Cooperative Wildland Fire Management Agreement signed and dated August 27, 2007, 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 any updated activities and conditions covered by those agreements can be incorporated into annual operating plans provided for under this Agreement.
51. **Alternate Dispute Resolution:** In the event of any issue 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.

52. **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.

IN WITNESS WHEREOF, the Parties hereto have executed this Statewide Cooperative Wildland Fire Management and Stafford Act Response Agreement as of the last date written below:

UNITED STATES DEPARTMENT OF INTERIOR

US Fish & Wildlife Service-Mountain Prairie Region

Kathleen R. Dennis 3/29/2013
Deputy Regional Director Date

National Park Service-Midwest Region

Michael F. Reynolds 3-28-13
Regional Director Date

Bureau of Indian Affairs-Great Plains Region

W. M. M. 3/28/13
Regional Director Date

UNITED STATES DEPARTMENT OF AGRICULTURE

Forest Service-Rocky Mountain Region

Dwain Ferber 4/12/13
Regional Forester Date

Melissa H. Cordova 4/10/13
Forest Service Rocky Mountain Grants and Agreements Specialist Date

STATE OF NEBRASKA

Nebraska Forest Service

Scott Jones 3/29/13
State Forester Date

Nebraska Military Department

John Hlyns 29 Mar 2013
Adjutant General Date

State Fire Marshal

J. Heine 3/28/13
NE State Fire Marshal Date

Game and Parks Commission

James N. Doyt April 5, 2013
Director Date

Nebraska Emergency Management Agency

A. B. M. 29 April 2013
Assistant Director Date

EXHIBIT A.

(STATEWIDE COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT)

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.

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.

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.

Equipment and Supplies: Items that people need to survive and operate, or that are needed to carry out a task or particular activity.

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”.

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.

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.

Hazard Mitigation: Any cost-effective measure which will reduce the potential for damage to a facility from a disaster event.

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

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

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.

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.

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 or manmade 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 – Geographic Area: A plan which will include all Geographic Area considerations. This will be developed at the Geographic Area level and approved by the Coordinating Group member agencies.

Operating Plan – Local Sub-geographic Area: 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.

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.

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 a jurisdictional agency or land owner under an approved plan to meet management 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).

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 management objectives 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.

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 plans. Excludes Mutual Aid.

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 wildland fire: The decisions and actions implemented to manage a wildland fire 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.

Special Management Considerations- Resource management or fire management decisions from an approved planning document, such as a Resource Management Plan (RMP), a Land Use Plan (LUP) or a Fire Management Plan (FMP), that specify how wildland fire suppression or fire use, prescribed fire, or other hazard risk activities in specified areas will [should] be handled in order to protect or enhance other significant resources or safety. Special management considerations may include protocols, strategies, guidelines and recommendations for activities, or restrictions and constraints on activities. (Example of a special management consideration: *“Minimize surface disturbance in known habitat for threatened or endangered plants by using retardant, water, engine/wet lines, etc. (see resource map).”*)

State: Any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, America

n 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.

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.

Supplemental Fire Suppression and Cost Share Agreement: A document prepared to distribute costs on a multi-jurisdictional incident (see appropriate level AOP).

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 tied to some type of human activity.

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 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).)

Unplanned Ignition – The initiation of a wildland fire by lightning, volcanoes, unauthorized and accidental human-caused fires (see wildfire).

Wildfire: An unplanned wildland fire caused by lightning, volcanoes, unauthorized and accidental human-caused ignitions 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.

**(STATEWIDE COOPERATIVE WILDLAND FIRE MANAGEMENT AND
STAFFORD ACT RESPONSE AGREEMENT)**

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.

Nebraska Emergency Management Agency	Nebraska Game and Parks Commission	National Park Service
Earl Imler	Jeff D. Hoffman	Jim McMahill
2433 NW 24 th Street	2200 N 33 rd	601 Riverfront Drive
Lincoln, NE 68524-1801	Lincoln, NE 68503	Omaha, NE 68102
Phone: 402-471-7181	Phone: 402-471-5415	Phone: 402-661-1754
FAX: 402-471-7433	FAX: 402-471-4992	Cellular: 402-630-0685
E-Mail: earl.imler@nebraska.gov	E-Mail: jeff.hoffman@nebraska.gov	E-Mail: jim_mcmahill@nps.gov
Bureau of Indian Affairs	Nebraska Military Department	U.S. Fish and Wildlife Service
Dave Hall	Earl Imler	Dave Carter
115 4 th Avenue Southeast	1300 Military Road	PO Box 25486
Aberdeen, SD 54701	Lincoln, NE 68508	Denver, CO 80225
Phone: 605-226-7621	Phone: 402-471-7181	Phone: 303-236-8110
FAX:	FAX: 402-471-7433	FAX:
E-Mail: David.Hall@bia.gov	E-Mail: earl.imler@nebraska.gov	E-Mail:

US Forest Service – Rocky Mountain Region	Nebraska Forest Service	NE State Fire Marshal
F&AM Director	Don Westover	Jim Heine (Acting)
740 Simms Street	101 D Forestry Hall, East Campus UNL	246 S 14 th Street
Golden, Colorado 80401	Lincoln, NE 68583	Lincoln, NE 68508
Phone: 303-275-5736	Phone: 402-472-6629	Phone: 402-471-2027
FAX: 303-275-5754	FAX: 402-472-2964	FAX: 402-471-3118
E-Mail: mboche@fs.fed.us	E-Mail: dwestover1@unl.edu	E-Mail: jim.heine@nebraska. gov

EXHIBIT C.

(STATEWIDE COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT)

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 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. For example, the NW Operating Plan states "Guidelines for Coordinated Public Use Restrictions Memorandum of Understanding, NFS 92-06-52-51, May 1992, is incorporated by reference"

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 wildland fires, especially those with objectives that include benefit.

Boundary Line Fires: Specify notification procedures.

Independent Action on Lands Protected by Another Agency: Discuss any special land management considerations that affect independent action initial attack. Describe areas, if any, where there are exceptions to this clause and state reasons.

Response to Wildland Fire:

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 wildland fire 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 wildland fire from crossing the jurisdictional boundary, and how all parties will be involved in developing mitigations which would be used if a wildland fire does cross jurisdictional boundaries.

Communication: Describe the level of communication required with neighboring

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

- 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 wildland fire 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 wildland fire 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 wildland fire 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 STATE Statewide Agreement Clause ##, Joint Projects and Project Plans).

Communication Systems: The identification of 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.

Incident Meteorological (IMET) Services: Describe the procedures for requesting and obtaining IMET services from the National Weather Service. The procedures shall be made in accordance with the provisions of the Interagency Agreement for Incident Meteorological (IMET) Services in Response to State-Requested Assistance of Wildland Fire Management (IMET Agreement), and shall not conflict with the procedures of the Mobilization Guides. Reimbursement and expenditures for IMET Services shall follow the procedures detailed within the IMET Agreement.

Aviation Operations: Identify and document any local aviation agreements.

Billing Procedures: 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 Geographic Area Operating Plan will be approved by the signatory State and Federal xxxCG member agencies.

The Statewide Operating Plans will be approved by the signatory State and Federal xxxCG members.

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

SIGNATURES

Agency

Agency

Agency Administrator

Date:

Agency Administrator

Date:

EXHIBIT D.

(STATEWIDE COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT)

Supplemental Project Plan

**SUPPLEMENTAL NUMBER _____
TO COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE
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

VI. REIMBURSEMENT

Describe any relevant reimbursement and billing procedures, including to whom to send payment and the billing address.

VII. FINANCIAL PLAN

EXHIBIT E.

(STATEWIDE COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT)

COST SHARE AGREEMENT

INSTRUCTIONS –COST SHARE AGREEMENT

Numbered instructions correspond to form items that require further explanation. Supplemental agreements will be numbered consecutively following the original (#1) for each fire. Supplements may be added at any time. Where insufficient room is available for necessary information, additional sheets or addendums may be added. Small revisions to this agreement may be completed on a single page, describing the change to the original agreement, and obtaining new signatures from those involved.

A Master Cooperative Wildland Fire Management Agreement exists between all major wildland fire protection agencies in the State of Nebraska. This agreement authorizes general mutual aid, including reciprocal and cooperative fire protection services elaborated upon in local annual operating plans. Other cooperative agreements exist between fire management agencies that authorize fire management services between Agencies at the sub-geographic level. The objective of the Supplemental Fire Suppression and Cost Share Agreement is to establish and document the cost sharing and basic organizational structure in response to specific fires.

Supplemental Fire Suppression and Cost Share Agreements will be negotiated between agencies involved in specific on-the-ground fire suppression activities. These agreements are mandatory when more than one jurisdictional responsibility for fire protection is affected by the placement of the fire. The agreement will not affix liability for fire cost payment by either Agency based upon responsibility for the fire origin. The designated representatives of each Agency with forces on the fire are responsible for completing and signing the agreement.

1. List the fire name agreed upon by Agencies involved.
2. Give the origin or best estimate of origin location by legal description.
3. Estimate the size at the time of the Supplemental Agreement.
4. List the Agencies involved in fire suppression operations, and respective agency fire numbers.
5. List the date and time that the agreement is in effect. That time could be prior to or following the time that negotiations are made for the agreement.
6. Check the appropriate command structure for the fire. Definitions:

UNIFIED COMMAND – A method for all Agencies with jurisdictional responsibility to contribute to determining the overall objectives for the incident; interagency ICS team structure.

SINGLE COMMAND STRUCTURE – One Agency manages the incident with liaison and concurrence of objectives from other involved Agencies.

List the appropriate personnel filling ICS positions on the fire.

7. List any special conditions or resource objectives, i.e., dozer restrictions, mechanized restrictions, bald eagle nest, high value plantation. Operational responsibility for the fire will be defined in this section (if appropriate). Respond to this item only if Agency forces have specific segments of the fire. This information will not determine cost responsibility, unless specified in Item 11. Examples are: Divisions A and B; all structural protection areas; specific campground.
8. List the Agency responsible for structural protection, and any pertinent control information or contacts.
9. List operation conditions or directions pertaining specifically to: air operations, base camp and food service, and fire investigation. Costs pertaining to these decisions shall be documented in Item #10.
10. Fire suppression costs shall be determined from the information supplied in this item. There are several ways to determine the best cost share mix. A, B, and C are typically used on smaller, less complex incidents on lands with similar values and uses; D and E on larger, more complex incidents, such as those with both wildland urban interface and wildlands:
 - A. Each Agency pays for its own resources – fire suppression efforts are primarily on jurisdictional responsibility lands.
 - B. Each Agency 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 or Agency jurisdictional responsibility.
 - 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.

The following are not reimbursable:

- Responsibility for tort claims or compensation for injury costs.
- Non suppression rehabilitation costs are the responsibility of the jurisdictional Agency.
- Non-expendable property purchases will be the responsibility of the Agency making the purchase.

Support costs (i.e. office dispatchers, warehouse workers, etc.), unless they are charging to an emergency code assigned to the incident.

The cost centers that should be considered in this agreement:

- Fireline Resources: Dozers, engines, fallers, transports, water tenders, hand crews, line overhead.
- Fire Camp Operations and Support: Overhead, buses, camp crews, communications, food, refrigerator units, showers, toilets, water trucks, cache supplies, rescue/med, camp facility.
- Air Support: Helicopters, (with support) air tankers.
- Cost apportionment by period (i.e. state mobilization or conflagration, Fire Management Assistance Grant declaration, additional jurisdictional involvement).

12. List any specific conditions relative to this agreement, such as: dispatch procedures, one Agency representing another, notifications, incident information, coordinated intelligence, etc.
13. Signatures of authorized personnel. List any attachments to the agreement. Give the date of the last revision or former Supplemental Agreement for the same fire.

Exhibit E. (Continued)

COST SHARE AGREEMENT TEMPLATE

The purpose of this agreement is to provide for a coordinated cooperative fire suppression operation on this fire and to describe the cost divisions. This agreement is a supplement to the Master Cooperative Wildland Fire Management Agreement or (list other agreement and number) between the Agencies listed.

1. Fire Name: _____ Origin Date _____ Time _____
2. Origin: Township _____ Range _____ Section _____
3. Estimated Size _____ Acres at the time of this agreement.
4. Agency _____ Fire # _____ Accounting Code _____
Agency _____ Fire # _____ Accounting Code _____
Agency _____ Fire # _____ Accounting Code _____
Agency _____ Fire # _____ Accounting Code _____
Agency _____ Fire # _____ Accounting Code _____
5. This agreement becomes effective on: _____

_____ at _____ and remains in effect until amended or terminated.

6. Overall direction of this incident will be by () Unified Command, or by () Single Command structure. Identify below personnel filling the following positions:

Position	Name(s)	Agency
Incident Commander	_____	_____
Agency Administrator Representative	_____	_____
Liaison	_____	_____
Finance	_____	_____
Operations	_____	_____

7. Suppression action will be subject to the following special conditions and land management considerations:

8. Geographic responsibility (if appropriate) by Agency is defined as follows:

Agency _____ Geographic Responsibility _____

Agency _____ Geographic Responsibility _____

Agency _____ Geographic Responsibility _____

Agency _____ Geographic Responsibility _____

9. The Agency responsible for structural protection will be: _____

10. Special operational conditions agreed to (include as appropriate Air operations, base camp, food service, fire investigation, security, etc.) List cost share information in Item #11: _____

11. Fire Suppression COSTS will be divided between Agencies as described:

Cost Centers:	Agency:	Agency:	Agency:

12. Other conditions relative to this agreement (Notifications, incident information, etc):

13.

Agency Agency Agency Agency

Signature	Signature	Signature	Signature
Title/Date	Title/Date	Title/Date	Title/Date

List of Attachments (if any): _____/_____/_____

Exhibit F.

(STATEWIDE COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT)

Supplemental Fire Department Resources



NATIONAL WILDFIRE COORDINATING GROUP

National Interagency Fire Center
3833 S. Development Avenue
Boise, Idaho 83705

MEMORANDUM

Reference: NWCG#004-2009
To: NWCG Executive Board
From: NWCG Chair *Brian McManis*
Date: February 6, 2009
Subject: Agreements with Local Fire Departments

Several local fire departments have established programs to sign-up qualified resources to be dispatched to incident assignments under agreements between state or local fire departments and Federal partners. A review of these agreements and Annual Operating Plans has shown a variety of pay rates, overhead rates, backfill, and methods of pay ("hours worked" versus "portal to portal"), leaving receiving units unclear as to what they are paying for a resource mobilized from out of their geographic area..

The NWCG and the National Multi-Agency Coordinating Group (NMAC) have determined that wildland fire agencies should continue to allow local Federal land management offices to enter into agreements with local fire departments that include supplemental resources for mobilization. However, we feel that there should be controls on the terms of these agreements to ensure consistency across geographic boundaries. The NWCG tasked the Incident Business Practices Working Team to develop standards and controls for the following:

- Provide definition of supplemental fire department resources so that a consistent application is applied.
- Establish standard rates for supplemental fire department resources, using General Schedule tables with locality pay applied.
- Require supplemental fire department resources to be paid on an as-worked basis; not portal to portal.
- Recommend a standard administrative overhead rate for supplemental fire department resources.
- Develop a process to assure there are no backfill payments for supplemental fire department resources.

- Develop a standard template for local agreements that include supplemental fire department resources.
- Develop standard ROSS and dispatch protocols for management of supplemental fire department resources.

The attached documents and templates have been developed as directed and approved by the NWCG. All agencies are requested to provide direction to the field to implement these required modifications to local and/or state agreements that provide supplemental fire department resources for national mobilization prior to the 2009 western fire season.

Attachments:

- A: Standard language for all state or local agreements that includes national mobilization of supplemental fire department resources.
- B: Annual Operating Plan for the mobilization of supplemental fire department resources.
- C: Talking Points
- D: Classification level matrix of positions to be used when determining pay rates for supplemental fire department resources.

Exhibit F. (Continued)

(STATEWIDE COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT)

Supplemental Fire Department Resources

When mobilizing Supplemental Fire Department Resources outside of the fire district or mutual aid zone the following will apply.

Mobilization

Mobilization will follow established ordering procedures as identified in the National, Geographic, and Local Mobilization Guides. Resources will be mobilized from the Host Dispatch Zone in which the department is located. Personnel will be provided a copy of the resource order request after confirmation of availability and prior to departure from their home jurisdiction. Resource orders shall clearly indicate incident assignment, incident location, expected incident arrival time, and any additional special needs or equipment authorizations, e.g. cell phones, laptops, rental vehicles, etc.

Reimbursable Costs

Reimbursable costs for personnel include compensation rates for hours worked, benefits, transportation, and per diem. It is the intent of this provision that the Supplemental Fire Department Resource be paid a regular compensation rate for all hours worked plus an overtime compensation rate for actual overtime hours worked, including travel. Reimbursable costs shall not include portal to portal pay or the employee portion of benefits. Travel and per diem reimbursements will be based on the Federal Travel Regulations.

Backfill is not reimbursable for personnel hired as Supplemental Fire Department Resources.

An indirect cost allowance equal to ten percent of the direct salary and wage cost of providing the service (excluding overtime, shift premiums, and fringe benefits) is allowed. (OMB Circular A-87)

Personnel

All personnel will possess an active Incident Qualification System (IQS) or equivalent incident qualification documentation commensurate with all applicable NWCG 310-1 standards for training and qualifications. Personnel will be qualified for their assigned positions. XXFD is responsible for annually certifying and maintaining the qualifications of their Supplemental Fire Department Resources. XXFD will bear the cost of training for their Supplemental Fire Department Resources.

Any personnel to be mobilized under this exhibit will be listed in the Annual Operating Plan (AOP) by name, position(s), and identified as SR. While on assignment, these individuals are

XXFD employees and the **XXFD** will be reimbursed for their actual costs.

Rate Determination

The basis for the computation of base hourly rate is the classification level of the position filled according to the attached matrix. Base hourly rate shall be no more than step 5 of the appropriate GS wage adjusted for locality pay at the location of the fire district. These rates can be found on the OPM web site <http://www.opm.gov>, Salaries and Wages. Personnel are hired at the rate of the position being filled, not their highest qualification.

The hourly compensation rates identified in the AOP are computed as follows:

- 1) **Regular Compensation Rate:** The rates listed include base hourly rate determined above plus employee benefits. Employee benefits include only those costs actually incurred by the XXFD for the employment of these individuals, such as employer liability, workers compensation, employer share of social security, etc.

- 2) **Overtime Compensation Rate:** Overtime compensation rates are paid based on a 7 day work week beginning on day one of mobilization. Compensation rates are paid at time and a half of the base hourly rate for all hours worked in excess of 8 hours per day for the first 5 days and full time and one half for all hours worked during the remainder of the work week. Compensation includes travel time.

- 3) **Hazard Pay Rate** – Hazard pay differential is paid to those employees performing work that meets the definition of hazardous duty as defined in the Interagency Incident Business Management Handbook, Section 12.9. Compensation rates are paid at 25 percent of the base rate when performing duties that meet the definition of hazardous duties. All hazard pay differential is based on a 24-hour day from 0001-2400 and shall be paid for all hours in pay status during the calendar day in which the hazardous duty is performed.

Days off at Incident

Days off at the incident will be paid for 8 hours. Work/rest guidelines will be followed, and mandatory days off will follow current guidelines (IIBMH 12.7-2 #4) Once travel to the home unit commences days off will not be paid.

Transportation and Per Diem

Per Diem reimbursements will be based on the Federal Travel Regulations. The payment rate for privately-owned vehicles (POVs) and rental vehicles used to support Supplemental Fire Department Resources shall be at the current Federal Travel Regulation rate.

Signature
Agency Administrator
Federal Agency

Date

Signature _____ Date _____
Fire Chief
Local Fire Protection District
Or appropriate Official at State Level

**Attachment to Exhibit F
Supplemental Fire Department Resource
Classification Level Matrix**

<u>OPM</u> GENERAL SCHEDULE	AREA COMMAND	COMMAND	OPERATIONS	AIR OPS	PLANS	LOGISTICS	FINANCE	SUPPORT
GS-2						RADO		
GS-3			FFT2	ABRO	DPRO	SECG		EDRC
GS-4			FALA FFT1	HECM		EQPI	PTRC	
GS-5		ICT5	ENOP		SCKN	BCMG EQPM INCM ORDM RCDM SECM	CLMS EQTR INJR	
GS-6		ICT4	CRWB DOZB ENGB FALB FELB STAM TRPB WHSP	AOBS DECK HELB RAMP	DOCL FOBS TNSP	COMT		EDSD
GS-7		IOF3	STCR STDZ	HELM SEMG	GISS	CTSP EMTB		

			STEN			EMTI		
			STLM					
			STPL					

**Attachment to Exhibit F
Supplemental Fire Department Resource
Classification Level Matrix**

<u>OPM</u> GENERAL <u>SCHEDULE</u>	AREA COMMAND	COMMAND	OPERATIONS	AIR OPS	PLANS	LOGISTICS	FINANCE	SUPPORT
GS-8		SOF3	DOZ1	ATBM	DMOB	COML	COMP	EDSP
			TFLD	HEB2	HRSP	FACL	COST	IADP
					RESL	FDUL	TIME	
					SITL	GSUL		
						MEDL SPUL		
GS-9			FALC	HLCO			PROC	
				HEB1				
				SECO				
GS-10		ICT3	DIVS	ASGS	FBAN	EMTP		CORD
			STPS	ATGS	LTAN			INTL
								PETM
GS-11		PIO2	OPBD	AOBD	PSC2	LSC2	FSC2	ARCH
		LOFR	OSC2			SVBD		IBA2
		SOF2				SUBD		MCCO
								PETL
GS-12	ACAC	DICT (T2)	OSC1		PSC1	LSC1	FSC1	IBA1
	ACPC	PIO1						
	ACLC	SOF1						

GS-13	ACDR	DICT (T1)						
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Exhibit G.

(STATEWIDE COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT)

**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 include:

- 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.

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 excepted. 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.
3. Billing Estimates/Timeframes: 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.

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.

4. Billing Content: 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/Tribe will be mailed to the following address for payment:

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:

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

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

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

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

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.

EXHIBIT H.

(STATEWIDE COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT)

**DOCUMENTS REQUIRED TO TRANSFER MONEY BETWEEN
FEDERAL AGENCIES AND THE STATE**

1. Please enter the type of document(s) required by your Agency to **TRANSFER** monies to the STATE.

FEDERAL AGENCIES	FIRE SUPPRESSION	RURAL FIRE ACTIVITIES	PRESCRIBED BURNS
U.S. Forest Service	Cooperative Fire Agreement	Grant	Participating Agreement
U.S. Bureau of Land Management	Purchase Order	Cooperative Agreement	Purchase Order
U.S. National Park Service	Cooperative Agreement	Grant	Cooperative Agreement
U.S. Fish & Wildlife Service	Purchase Order	Cooperative Agreement	Purchase Order
U.S. Bureau of Indian Affairs	Purchase Order	Cooperative Agreement	Purchase Order
State of Nebraska	Invoice and proof of payment	Invoice and proof of payment	As described in pre-plan

2. Please enter the type of document(s) required by your Agency to **TRANSFER** monies to other Federal Agencies.

FEDERAL AGENCY BUYER	FIRE SUPPRESSION	RURAL FIRE ACTIVITIES	PRESCRIBED BURNS
U.S. Forest Service	Not applicable	AD-672	AD-672
U.S. Bureau of Land Management	Interagency Agreement Articles IGO 1681-3	Interagency Agreement Articles IGO 1681-3	Interagency Agreement Articles IGO 1681-3
U.S. National Park Service	Interagency Agreement (IDEAS) Without Articles (NPS form not numbered)	Interagency Agreement (IDEAS) Articles IGO 1681-3 (IDEAS)	Interagency Agreement (IDEAS) Articles IGO 1681-3 (IDEAS)
U.S. Fish & Wildlife Service	Interagency Agreement/Intra-Agency Agreement	Interagency Agreement/Intra-Agency Agreement	Interagency Agreement/Intra-Agency Agreement
U.S. Bureau of Indian Affairs	Interagency Agreement	Interagency Agreement	Interagency Agreement

(For internal operating procedures or internal documents, contact your local Contracting Officer/Assistance Officer or Grants & Agreements Specialist.)

3. Please enter the type of document(s) required by your Agency to **RECEIVE** monies from other Federal Agencies.

FEDERAL AGENCY SELLER	FIRE SUPPRESSION	RURAL FIRE ACTIVITIES	PRESCRIBED BURNS
U.S. Forest Service	Not applicable	AD-672	AD-672
U.S. Bureau of Land Management	1681-3 (WORD) Statement of Work Attached Other Agency Form	1681-3 (WORD) Statement of Work Attached Other Agency Form	1681-3 (WORD) Statement of Work Attached Other Agency Form
U.S. National Park Service	Interagency Agreement (Will accept other Agency format, but needs to meet basic NPS key elements)	1681-3 (WORD) Statement of Work Attached Other Agency Form	1681-3 (WORD) Statement of Work Attached Other Agency Form
U.S. Fish & Wildlife Service	Interagency Agreement (Other Agency Form acceptable)	Interagency Agreement Initiated by Other Agency (Other Agency Form acceptable)	Interagency Agreement (Other Agency Form acceptable)
U.S. Bureau of Indian Affairs	Interagency Agreement	Interagency Agreement	Interagency Agreement

(For internal operating procedures or internal documents, contact your local Fiscal/Financial/Budget Officer.)