

2013-2018
CALIFORNIA MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE
AGREEMENT

Between

UNITED STATES DEPARTMENT OF THE INTERIOR

BUREAU OF LAND MANAGEMENT

California and Nevada CA Agreement # L13AC00004; DUNS # 13-FI-110520212

NATIONAL PARK SERVICE

Pacific West Region Agreement P13AC00029; DUNS # 039365775

BUREAU OF INDIAN AFFAIRS

Pacific Region Agreement #A13AC00001; DUNS # 05-6671266

UNITED STATES FISH AND WILDLIFE SERVICE

Pacific Southwest Region Agreement# 80233-13-J001; DUNS # 15-1157950

UNITED STATES DEPARTMENT OF AGRICULTURE

UNITED STATES FOREST SERVICE

Region Four, Five, and Six R5 Agreement # 13-FI 11052012-148; DUNS # 92-9332484

And

STATE OF CALIFORNIA

California Department of Forestry and Fire Protection
(CAL FIRE) Agreement # 7CA02025 and DUNS # 79-2358095

I.	AUTHORITIES	5
II.	PURPOSE.....	5
III.	RECITALS (1-11).....	6
IV.	INTERAGENCY COOPERATION	7
12.	California Wildfire Coordinating Group (CWCG).....	7
13.	National Interagency Incident Management System.....	7
14.	Annual Operating Plans.....	7
15.	Interagency Annual Meetings.....	8
16.	Northern and Southern California Coordination Centers (GACCs)	8
17.	Interagency Command Centers.....	8
18.	Multi-Agency Coordination System (MACS).....	9
A.	Geographic Area MAC Groups are established to ensure:	9
B.	California Multi-Agency Coordination (CALMAC)	9
V.	PREPAREDNESS.....	9
19.	Definition of Responsibilities.....	9
A.	Jurisdictional Agency	10
B.	Protecting Agency.....	10
C.	Supporting Agency.....	10
20.	Protection Planning.....	10
21.	Protection Areas, Boundaries and Responsibilities	10
A.	Direct Protection Area Boundaries	10
B.	Protection of State and Federal Responsibility Areas (SRA and FRA).....	10
C.	Structure Fire Suppression and Structure Defense within State and Federal DPA.....	11
D.	Wildfire Protection Fiscal Responsibilities.....	11
E.	Lands outside SRA and FRA.....	11
22.	Methods of Fire Protection and Suppression	11
A.	Reciprocal Fire Protection (Mutual Aid)	11
B.	Reimbursable Cooperative Fire Protection (Assistance by Hire)	11
C.	Contract (Fee Basis) Fire Protection	12
23.	Joint Projects and Project Plans	12
24.	Fire Prevention.....	12
25.	Public Use Restrictions	12
26.	Burn Permits	12
27.	Prescribed Fire and Fuel Management.....	12
28.	Smoke Management	12
29.	Community Wildfire Protection Planning	13

VI. OPERATIONS	13
30. Protection Priorities	13
31. Closest Forces Concept	13
32. Move-up and Cover	13
33. Fire Notifications	13
34. Unified Ordering	13
35. Boundary Line Fires	14
36. Independent Action.....	14
37. Threat and Risk	14
38. Wildand Fire Decision Support System (WDFSS)	14
39. Delegation of Authority.....	14
40. Preservation of Evidence	14
41. Stafford Act Response	14
VII. USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES	15
42. Appropriated Fund Limitation	15
43. Duration of Assignments	15
44. Wildfire Cost Share Agreement	15
45. Local Government Agency Involvement in Cost Sharing.....	15
46. Payment of Structure Defense.....	15
47. Procurement	15
48. Facilities, Equipment and Support	15
49. Obtaining and Replacing Fire Supplies	15
50. California National Interagency Caches	16
51. Training.....	16
52. Communication Systems	16
53. Fire Weather Systems	16
54. Federal Agencies Weather Data Processing System	16
55. Aviation Operations	16
56. Billing Procedures.....	16
57. Accounting for Assistance by Hire Costs:	16
58. Cost Recovery	17
59. Stafford Act.....	17

VIII. GENERAL PROVISIONS	17
60. Accident Investigations and Reviews	17
61. Waiver	17
62. Modifications	17
63. Annual Review	17
64. Examination and Audit	17
65. Post-Incident Action Analysis	17
66. Duration of Agreement	18
67. Previous Agreements Superseded	18
68. Officials Not to Benefit	18
69. Nondiscrimination:.....	18
70. Authorized Representatives	18

<u>EXHIBIT A.</u>	PRINCIPLE CONTACTS	A-1
<u>EXHIBIT B.</u>	CFMA OPERATING PLAN TEMPLATE	B-1
<u>EXHIBIT C.</u>	COST SHARE AGREEMENT AND TEMPLATE	C-1
<u>EXHIBIT D.</u>	SUPPLEMENTAL PROJECT PLAN	D-1
<u>EXHIBIT E.</u>	CHANGES TO DIRECT PROTECTION AREA (DPA)	E-1
<u>EXHIBIT F.</u>	SUPPLEMENTAL AGREEMENT FOR COOPERATIVE USE OF PRESCRIBED FIRE	F-1
<u>EXHIBIT G.</u>	INTERAGENCY AIRCRAFT UTILIZATION GUIDELINES	G-1
<u>EXHIBIT H.</u>	DPA FIRE REPORTING GUIDE	H-1
<u>EXHIBIT I.</u>	FIRE PREVENTION AND LAW ENFORCEMENT	I-1
<u>EXHIBIT J.</u>	CFMA GLOSSARY	J-1
<u>EXHIBIT K.</u>	RESERVED	K-1

I. AUTHORITIES

By the following authorities:

Reciprocal Fire Protection Act of May 27, 1955, (69 Stat. 66; 42 U.S.C. 1856) (Federal Agencies)

Robert T. Stafford Disaster Relief and Emergency Assistance Act (P.L. 93-288) (Federal Agencies)

National Indian Forest Resources Management Act (P.L. 101-630, Title III) (Interior Agencies)

Cooperative Forestry Assistance Act of July 1, 1978, as amended (16 U.S.C. 2101) (FS)

Federal Land Policy and Management Act of Oct. 21, 1976, (P.L. 94-579; 43 U.S.C. 1701) (BLM)

NPS Organic Act (16 U.S.C.1-4); (16 U.S.C.1b(1))

National Wildlife Refuge Administration Act of 1966 (16 U.S.C. 668dd-668ee, 80 Stat. 927, as amended) (FWS)

National Wildlife Refuge System Improvement Act of 1997 (P.L. 105-57) (FWS)

California Public Resources Code, Section 4125 to 4127, 4141, 4151 and 4156

Granger-Thye Act of April 24, 1950, (16 U.S.C., Sec 572) (FS)

Cooperative Funds Act of June 30, 1914, (16 U.S.C. 498) (FS)

II. PURPOSE

The "California Cooperative Wildland Fire Management and Stafford Act Response Agreement" (CFMA) (hereinafter called the Agreement) is to document the commitment of the Agencies to this Agreement to improve efficiency by facilitating the coordination and exchange of personnel, equipment, supplies, services, information and funds among the Agencies to this Agreement. Only wildland fires and non-wildland fire emergencies or disasters that are Presidentially-declared are covered under this Agreement.

The Agencies to this Agreement are:

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

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

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

The United States Department of the Interior, Fish and Wildlife Service, Pacific Southwest Region, hereinafter called "FWS"; and

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

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

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

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

1. Incorporation of Exhibits into Agreement

The following exhibits are hereby incorporated into this Agreement:

Exhibit Contents

- A. Principle Contacts
- B. CFMA Operating Plan Template
- C. Cost Share Agreement and Template
- D. Supplemental Project Plan
- E. Changes to Direct Protection Areas (DPA)
- F. Supplemental Agreement for Cooperative Use of Prescribed Fire
- G. Interagency Aircraft Utilization Guidelines
- H. Direct Protection Area (DPA) Fire Reporting Guide
- I. Fire Prevention and Law Enforcement
- J. CFMA Glossary
- K. Reserved

Exhibits to this Agreement may be revised upon request of the Agencies. The latest revision of any Exhibit will be automatically incorporated into this Agreement without requiring a formal modification as defined in Agreement Provision #73.

2. Acknowledgement of Supplements to the Agreement

Supplements to this Agreement, AOPs, Supplemental Project Plans and Financial Plans, and Cost Share Agreements will further describe working relationships, financial arrangements, and joint activities not otherwise specified under the terms of this Agreement.

3. Hierarchy and Precedence for Agreements, Exhibits, Etc.

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

- A. This Agreement
- B. Statewide AOP where it exists, i.e.: BIA/CALFIRE Statewide AOP
- C. Exhibits to this Agreement
- D. Local/sub-geographic AOP
- E. Supplemental Project and Financial Plans

III. RECITALS (1-11)

- 1. Lands for which the State and Federal Agencies are responsible for wildland fire protection are intermingled and/or adjacent in some areas, and wildland fires on these lands may present a threat to the lands of the other.
- 2. It is to the mutual advantage of the Agencies to this Agreement to coordinate efforts in the investigation, prevention, detection and response to wildfire, and projects related to fuels management including prescribed fire in and adjacent to their areas of responsibility. This improves efficiency and effectiveness and limits duplication.
- 3. The State and the Federal Agencies will cooperate to the extent possible to achieve wildland fire objectives of common interest and concern.
- 4. The Agencies to this Agreement maintain wildland fire protection and wildland fire management organizations.

5. "State Responsibility Area" (SRA), sometimes called State and Private lands, are areas which the State is responsible for wildland fire protection under California Public Resources Code Sections 4125 and 4127.
6. "Federal Responsibility Area"(FRA) are areas which the Federal Agencies are responsible for wildland fire protection under various federal laws.
7. "Local Responsibility Areas" (LRA) are lands in which a local government agency is responsible for all fire protection. These lands are not part of this Agreement.
8. "Direct Protection Areas" (DPAs) are intermingled and adjacent lands delineated by boundaries regardless of jurisdictional agency. Wildfire protection in these areas are negotiated, created and agreed to by the administrative units of either the Federal Agencies or the State.
9. It is the intent of the Agencies to this Agreement that Federal resources be available to assist in wildland fire activities in SRA and State resources be available to assist in wildland fire activities in the FRA.
10. The Agencies to this Agreement acknowledge that differences exist between agency missions. The protecting agency will represent the jurisdictional agency's interests in wildland fire protection consistent with State and Federal authority and policy. Wildfire protection and structure defense will be provided pursuant to the terms of this Agreement. To establish a common understanding, words and phrases as used herein are defined in the Glossary of Wildland Fire Terminology found on the Publications page of the National Wildfire Coordinating Group web-page (<http://www.nwcg.gov>) or by direct link at <http://www.nwcg.gov/pms/pubs/glossary/index.htm>), and in Exhibit J, CFMA Glossary.
11. Under the authorities of the Stafford Act, it is to the mutual advantage of the Agencies to this Agreement to coordinate efforts for non-fire emergencies to improve efficiency and effectiveness and limit duplication; only non-wildland fire emergencies that are presidentially declared are included under the Stafford authority. Other non-wildland fire emergencies are not part of this Agreement.

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

IV. INTERAGENCY COOPERATION

12. California Wildfire Coordinating Group (CWCG)

This group shall provide coordination and recommendations for all interagency fire management activities in California. At a minimum, the group will consist of one representative from each State and Federal Agency signatory to this Agreement as designated by Agency Administrators. Membership, procedures, and guidelines will be agreed to and documented in the CWCG Charter. CWCG may charter interagency technical committees to study areas of concern.

13. National Incident Management System

Agencies to this Agreement will be expected to follow the National Wildfire Coordinating Group's (NWCG) National Incident Management System (NIMS) minimum standards as defined in the Wildland Fire Qualifications Systems Guide (PMS-310). These NWCG minimum standards are DHS NIMS compliant. The NIMS concepts that will be followed include: Incident Command System (ICS), qualifications system, training system, the management of publications, and participating in the review, exchange, and transfer of technology as appropriate for providing qualified resources, and for the management of incidents covered by this Agreement.

14. Annual Operating Plans

Annual operating plans will be developed at the Geographic, State, or sub-geographic area level and will tier to this Agreement (see Exhibit B, CFMA Operating Plan Template). The following annual operating plans are listed in descending order of precedence:

- A. Statewide Operating Plans (when applicable)

Statewide Operating Plans will address issues affecting statewide cooperation. The Statewide Operating Plans will be approved by the signatory State and Federal CWCG members. The Statewide Mobilization Guide and the Operating Plan for Cooperative Incident Billing Procedures are considered Statewide Operating Plans.
 - B. California's Geographic Area Operating Plans (if applicable)

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

Unit Administrators are responsible for determining reciprocal assistance and acquisition of wildland fire protection services. Local/Sub Geographic Annual Operating Plans will be developed to document these decisions and outline the details of this Agreement for the local and/or sub geographic areas.

Following Exhibit B, such plans will describe the personnel, equipment, and administrative support necessary to provide acceptable levels of wildfire response capabilities to meet agency objectives. Plans should be reviewed and agreement reached concerning such items as placement of crews, engines, air tankers, helicopters, fixed and aerial detection, regulated use, closures, and other joint wildfire responses.

Local/Sub Geographic Annual Operating Plans will be reviewed, updated, signed annually and will be posted by May 15 to a centralized location.
 - D. Supplemental Project Plans

Supplemental project plans are developed for specific non-suppression, wildland fire-related projects. Documentation will include the objectives, specific authorizing law, role of each agency, and each agency's share of cost. See Exhibit D, Supplemental Project Plan.
15. Interagency Annual Meetings
- Meetings with representatives from each signatory agency are recommended annually. Zones and local units are encouraged to meet as necessary to ensure the goals of this Agreement are being met. These meetings are intended to be opportunities for management to discuss issues and share information needed for the efficient cooperation between the agencies.
16. Northern and Southern California Coordination Centers (GACCs)
- The GACCs act as focal points for internal and external requests not filled at the local level. The Agencies to this Agreement recognize the Northern and Southern California Coordination Centers in Redding and Riverside, respectively, as the Geographic Area Coordination Centers (GACCs) for the California Geographic Area. The Agencies to this Agreement will coordinate wildland fire management activities and resource movements through the Geographic Area Coordination Centers as appropriate. Agencies to this Agreement are not precluded from independent movement of their own agency resources.
17. Interagency Command Centers
- The Agencies to this Agreement agree to maintain, support, and participate in Interagency Command Centers.
- Staffing, funding, and level of participation will be agreed to by the affected Agencies to this Agreement and documented in annual operating plans and/or appropriate mobilization guides.

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

18. Multi-Agency Coordination System (MACS)

MACS is a component of the National Incident Management System (NIMS), as well as the California Standardized Emergency Management System (SEMS). It is essential to integrating and coordinating multi-agency emergency response and management. A MAC Group typically consists of Agency Administrators or their designees who are authorized to commit agency resources and funds. Their function is to strategically support incident management through coordinating their collective resources, sharing incident information, implementing and coordinating policy to prevent and/or combat a growing emergency(s).

- A. Geographic Area MAC Groups are established to ensure:
- Scarce or limited resources are allocated efficiently and effectively.
 - Participating agencies that provide resources do not impair their ability to carry out their own mission.
 - Timely and accurate incident intelligence and information is made available to the public.
 - Decisions are documented and tracked so that proper financial management can occur and financial responsibility is determined.
 - Contingency plans and trigger points for implementation are developed.

The operation guides for the Northern California Geographic MACS Group, (NorCal MAC) and Southern California Geographic MAC Group, (SoCal MAC) are approved by signatory agencies.

B. California Multi-Agency Coordination (CALMAC)

During periods of significant statewide emergency activity that require high levels of emergency resource commitment, it may become necessary to activate a statewide MAC, herein referred to as CALMAC. The purpose of CALMAC is to prioritize incidents and manage resource allocation on a statewide basis. CALMAC may be activated when a Geographic Area exceeds its ability to meet resource needs and must rely on resource commitments from other Geographic Areas. When this occurs for extended periods, it can adversely impact statewide response capability. During periods of statewide resource drawdown, even though only one Geographic Area may be experiencing multiple incidents, it may be necessary to activate CALMAC to manage resource allocation on a statewide basis. When this level of resource commitment and utilization occurs, it requires close coordination to assure that:

- Scarce or limited resources are allocated effectively and efficiently.
- Participating agencies providing resources also maintain their ability to carry out their missions.
- Timely and accurate incident intelligence and information are available for statewide planning, media communication and public service.
- Decisions are documented and tracked so proper financial management occurs and financial responsibility is determined.
- Development of statewide strategies and contingency plans are shared with Geographic MACS for coordinated implementation.

V. PREPAREDNESS

19. Definition of Responsibilities

The Agencies to this Agreement shall be distinguished as follows:

- A. Jurisdictional Agency
The agency having overall land and resource management and/or wildland fire protection responsibility for a specific geographical or functional area as provided by federal or state law. Under no circumstances will a jurisdictional agency abdicate legal responsibilities as provided by federal or state law.
 - B. Protecting Agency
The agency responsible for providing wildfire protection, incident management and other activities to a given area pursuant to its jurisdictional responsibility or agreed upon protection responsibility as specified by federal or state law, contract or agreement.
 - C. Supporting Agency
An agency providing wildfire response or other support or resource assistance to a protecting agency.
20. Protection Planning
Annually, before May 15, Unit Administrators will review and update as necessary local/sub geographic area Annual Operating Plans. Plans will be updated in accordance with Provision 15 and Exhibit B, CFMA Operating Plan Template.
21. Protection Areas, Boundaries and Responsibilities
Protection areas, as defined by boundaries, will be mapped and or described and made a part of annual operating plans. The Federal Agencies and the State have agreed upon the DPAs in which each assumes the responsibility of maintaining protection systems. Said maps show the established DPAs and are kept current on an annual basis in accordance with Exhibit E, Changes to Direct Protection Area (DPA).
- A. Direct Protection Area Boundaries
Agencies to this Agreement have exchanged wildfire protection responsibility for lands under their jurisdiction (described in Recital 8). DPA boundaries will be established by mutual consent. Firefighter safety, existing protection organization and facilities, response time, land ownership patterns, values to be protected and pertinent statutes and regulations will be considered when determining or changing the location of DPA boundaries. The closest resource concept, administrative efficiency and effectiveness should be guiding factors in DPA decisions. DPA boundaries will be delineated on a GIS data layer and posted to a centralized location.

The DPA boundaries will be reevaluated during preparation of each Annual Operating Plan and during each field review. When the need to change a DPA boundary is identified, the affected local unit will recommend such a change for review and approval by the Agencies

Exhibit E delineates the process for documenting, approving and recording changes to DPA. Whenever such a change is contemplated, the remaining parties to this Agreement that are not directly affected by the change shall be notified so that they can review potential indirect effects. The Agencies may initiate independent reviews of DPA boundaries.

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

Any response to a projected reduction of resources having statewide or regional impact will be coordinated by the Agency Administrators to mitigate impacts.
 - B. Protection of State and Federal Responsibility Areas (SRA and FRA)
Recognizing that the protecting agency will represent the jurisdictional agency's interests in wildfire protection consistent with State and Federal authority, Agencies to this Agreement will review protection responsibility in SRA and FRA within the DPA boundaries as part of the annual

operating plan development, review and update processes. AOPs need to address wildfire protection and structure defense consistent with what is provided by this Agreement.

- C. Structure Fire Suppression and Structure Defense within State and Federal DPA
 - 1. Structural fire suppression – Structural fire suppression is the responsibility of tribal, state, or local governments.
 - 2. Structure defense – The primary responsibility of the Agencies in structure defense is to suppress wildfire before it reaches structures. This involves the use of standard wildland firefighting tactics and control methods. In addition, Federal employees may engage in exterior structure protection measures which includes protection of structures from the exterior, with no interior access or activity
- D. Wildfire Protection Fiscal Responsibilities
All costs incurred to meet the wildfire protection responsibility within each agency's DPA will be the responsibility of that protecting agency. This fiscal responsibility includes special management considerations as identified in operation plans.
- E. Lands outside SRA and FRA
Lands outside SRA and FRA are called Local Responsibility Areas (LRA). Wildland fire protection responsibility for these lands is not part of this Agreement. Although situations can exist where LRA is threatened or burned by wildland fire on SRA or FRA, the Agencies to this Agreement are not jurisdictionally or financially responsible for wildland or other fire protection on these lands.

The Agencies to this Agreement recognize that cost share agreements may contain cost shares assigned to local government agencies that are charged with protection of LRA.

22. Methods of Fire Protection and Suppression

Agencies to this Agreement have exchanged responsibility for the wildfire protection for lands under their jurisdiction. The following are different methods used to provide services under this exchange:

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

Aircraft (fixed and rotary-winged, including pilot(s)) shall always be Assistance by Hire.
- B. Reimbursable Cooperative Fire Protection (Assistance by Hire)
Assistance by Hire is the provision of wildland fire resources, by one agency to another, on a full reimbursement basis. All requests to hire fire protection assistance must be clear and precise and shall be processed and recorded through the dispatching systems of the participating agencies. Requests not processed in this manner will not be reimbursed. Personnel, equipment, supplies, or services provided by a supporting agency and essential to filling the resource order, which are necessary and reasonable, shall be considered as reimbursable as Assistance by Hire. The State may provide out-of-state assistance to the Federal Agencies when requested. Such assistance will be Assistance by Hire unless otherwise specified as Mutual Aid in Annual Operating Plans pursuant to this Agreement.

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

The Operating Plan for Cooperative Incident Billing Procedures provides direction for reimbursable billings and payments.

C. Contract (Fee Basis) Fire Protection

For an agreed upon fee, one agency may assume wildland fire protection responsibilities on lands under the jurisdiction of another agency. The terms and conditions of such arrangements must be included in AOPs.

23. Joint Projects and Project Plans

The Agencies to this Agreement may jointly conduct cooperative projects, within their authority and as authorized by law, to maintain or improve their fire management services and activities. These projects may involve such activities as prescribed fire/fuels management, pre-suppression, fire analysis/planning, rehabilitation, training, prevention, investigation, community wildfire protection plans, public affairs, and other beneficial efforts. Such projects will be documented in local operating plans, or other documents, referencing the appropriate authority. Documentation will include the objectives, role of each agency, and each agency's share of costs.

24. Fire Prevention

The Agencies to this Agreement agree to cooperate in the development and implementation of fire investigation and prevention and fire safe planning programs. Unit Administrators will assure that fire investigation and prevention goals and activities are planned at local levels and are addressed in annual operating plans. See Exhibit B, CFMA Operating Plan Template. Fire investigation and prevention actions conducted by the protecting agency in its DPA on lands of the other agencies will be consistent with the protecting agency's general fire prevention activities and the terms of this Agreement. Specific fire investigation and prevention plans should be developed by local interagency fire management personnel. The Agencies to this Agreement may pool resources and share costs. Unit Administrators are encouraged to participate in local fire prevention cooperatives, organizations, or groups, where applicable. See Exhibit I, Fire Prevention and Law Enforcement.

25. Public Use Restrictions

Implementation of restrictions and closures shall be coordinated with all appropriate agencies.

Project plans may be executed by Unit Administrators of Agencies to this Agreement and billed according to Exhibit D, Supplemental Project Plan. Reference Exhibit F, Supplemental Agreement for Cooperative Use of Prescribed Fire.

26. Burn Permits

Burn permit procedures, where applicable, will be included in local annual operating plans. If authorized by state and federal law, federal employees or their agents may be granted authority by the State to issue burn permits when it is determined to be in their mutual interest. See Exhibit I.

27. Prescribed Fire and Fuel Management

The Agencies to this Agreement agree to cooperate in the development and implementation of prescribed fire and fuels management programs, whose primary intent is to reduce fire hazard through the use of supplemental project plans. Specifics for the cooperative use of prescribed fire will be coordinated and documented as described in Exhibit F.

28. Smoke Management

Within their authorities, the Agencies to this Agreement agree to cooperate and coordinate on issues of smoke management from prescribed and wildfires. All agencies agree to participate in a daily conference call hosted by the California Fire Weather Predictive Services Units to coordinate and communicate on smoke dispersion, marginal burn days, and air quality related issues.

29. Community Wildfire Protection Planning

Agencies are encouraged to work collaboratively with communities and neighborhoods when developing CWPPs that are within the agencies' DPA.

Whenever possible, California's Forest and Rangelands: 2010 Assessment, Strategic Fire Plan or other geographic information system based analysis process should be used to plan fuels treatments that will provide the greatest and most immediate protection with available resources.

VI. OPERATIONS

30. Protection Priorities

The Agencies to this Agreement agree that they mutually share responsibility for wildland fire within their respective DPAs pursuant to terms of this Agreement. Further, each agency agrees that incident management objectives will provide for:

- A. Firefighter safety
- B. Threat to human life
- C. Threat to property ((e.g., structures, improvements, and communities) and natural/cultural resources.

31. Closest Forces Concept

The Agencies to this Agreement agree to adopt the "Closest Forces Concept" for initial attack defined in annual operating plans. The closest available appropriate resources regardless of ownership shall be utilized. The emphasis to get the closest appropriate resources to respond to initial attack fires is in the best interest of all agencies. This concept should be used for planning without regard to direct protection responsibility. Use of closest forces will also be applied to ongoing incidents whenever there is a critical and immediate need for the protection of life and property. Beyond initial attack, the closest forces concept is modified and the protecting agency will use the most appropriate resources.

32. Move-up and Cover

"Move-up and Cover" resources can be either Mutual Aid or Assistance by Hire as specified in the Annual Operating Plan. Move up and cover resources are limited to wildfire response. The protecting agency may provide vehicle fuel, minor maintenance, and lodging at no cost to the supporting agency. Resources on Mutual Aid Move-up and Cover will remain Mutual Aid until released or exceed 24 hours.

33. Fire Notifications

Each agency will immediately notify the appropriate protecting agency of fires burning on or threatening lands for which that agency has protection responsibility. Protecting agencies will immediately inform jurisdictional agencies whenever they take action on fires for which the protecting agency is responsible.

All agencies agree to report DPA fires on other agencies' jurisdictions in their established fire reporting databases (see Exhibit H, Fire Reporting Guide). Fire reports shall be completed within 30 days after a fire is declared controlled. Agencies agree to share the database information biannually and in a format agreed to by each agency database specialist.

34. Unified Ordering

Parties to this Agreement agree to establish unified ordering as described in the California Mobilization Guide.

35. Boundary Line Fires

Wildfire burning on, or directly adjacent to, the DPA Boundary will be the initial attack responsibility of the protecting agencies on either side of the boundary. Agencies should not assume the other agency is aware of the fire or will take action. Each agency will make every reasonable effort to communicate with the other concerning the fire. Each agency will bear the cost of its initial attack forces ordered and sent to a boundary fire.

A unified command organization will be implemented on all boundary line fires. While in unified command, the Agency Administrators and /or Incident Commanders of the involved agencies shall mutually agree upon fire objectives, strategies, commitment of agency resources and establishment of the Unified Ordering Point (UOP).

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

36. Independent Action

Any participating agency may, upon its own initiative and with appropriate notification and coordination, attack wildfires on lands that are under the direct protection of another agency. Parties to this Agreement shall not perform any fire suppression action that is contrary to limitations found in the appropriate Annual Operating Plan. The protecting agency may assume command of all wildfire response actions when a qualified Incident Commander of that agency arrives at the fire.

37. Threat and Risk

When a fire is perceived to threaten or threatens the jurisdiction of another agency, the threat and risk can be considered in determining the share of cost.

38. Wildland Fire Decision Support System (WDFSS)

WDFSS provides situational assessment, unit level strategic objectives and management requirements, fire behavior and growth analysis, and economic assessment. WDFSS will be used for decision support documentation on all federal fires that escape initial attack or exceed initial response. These incidents will have a published decision within WDFSS. A published decision establishes a course of action and rationale for incidents with varying duration, spread potential, cost, relative risk or other considerations.

39. Delegation of Authority

Local AOP will document procedures and criteria for Unit Administrators to specify direction, authority, and financial management guidelines to Incident Commanders.

40. Preservation of Evidence

The protecting agency is responsible to preserve information and evidence pertaining to the origin and cause of the fire. As initial action is taken on a fire, all parties will take action to protect and preserve the fire origin area and evidence pertaining to the fire cause and any costs. See Exhibit I, Fire Prevention and Law Enforcement.

41. Stafford Act Response

For Stafford Act responses, mission-assigned Emergency Support Function (ESF) primary agencies may authorize support agencies as appropriate and consistent with their own authorities and responsibilities to accomplish the required tasks. If a primary agency determines that the services of a support agency are needed, the primary agency will provide the support agency with written instructions and funding limitations. Mobilization activities will be accomplished utilizing established dispatch coordination concepts per the current National Interagency Mobilization Guide.

VII. USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES

42. Appropriated Fund Limitation

Nothing herein shall be considered as obligating the Agencies to this Agreement to expend funds.

43. Duration of Assignments

Agencies to this Agreement agree that the duration of assignments are dictated by each agency's policy.

44. Wildfire Cost Share Agreement

A cost share agreement will be prepared when there is: a multi-jurisdictional incident with single or unified command and a decision has been made to share resources among jurisdictional agencies or, an incident which threatens or burns across DPAs of the State and Federal Agencies and the Mutual Aid period has been exceeded. The State and the Federal Agencies have agreed upon methods for determining cost share procedures. The State and Federal Agencies agree to jointly share the cost of incident support and coordination operations. These methods are described in Exhibit C, Cost Share Agreement and Template.

45. Local Government Agency Involvement in Cost Sharing

The State and Federal Agencies recognize that cost share agreements may contain cost shares assigned to local government agencies that are charged with the protection of LRA. The decision to seek reimbursement for costs associated with protection of LRA is a policy issue for each of the parties to this Agreement.

46. Payment of Structure Defense

The State and Federal Agencies have responsibility to protect homes or other structures from wildfire. For wildfires within an agency's DPA, that agency will be financially responsible for the actions they take to keep wildfire from advancing on or threatening structures. For wildfires in or threatening local jurisdictions that border or overlay State or Federal DPA, local agencies will bear their own agency's costs for defending structures within their jurisdiction. When the local agency's resources are exhausted and need to be augmented for structure defense, as determined and negotiated by the unified incident commanders in consultation with Agency Representative and Agency Administrator, the State or Federal Agency having DPA responsibility will bear the cost of the augmentation. The State or Federal Agencies are not financially responsible in situations when local government fire protection agencies order additional resources and or actions beyond the level deemed by the command structure.

47. Procurement

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

48. Facilities, Equipment and Support

Under the terms of this Agreement, the State and the Federal Agencies may procure, loan, lease, share or exchange facilities, equipment and support services. Any operational costs required for such use may be shared and reimbursable as documented in a Facility/Annual Operating Plan.

49. Obtaining and Replacing Fire Supplies

The State or Federal Agencies may procure fire equipment and supplies from each other for fire suppression or fire replacement. Orders for fire equipment will be processed through established

channels. Replacement of agency-owned expendable tools and supplies lost, damaged, or expended by the supporting agency may be reimbursed.

50. California National Interagency Caches

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

51. Training

The Agencies to this Agreement will cooperate to assure that training needs are provided that will produce safe and effective fire management and aviation programs. The intent is to champion high quality training, to minimize training costs by sharing resources, and to standardize training. Any payment will be made in accordance with existing policy and regulations.

52. Communication Systems

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

The Agencies agree to work cooperatively in the further development, deployment, and utilization of such systems and facilities.

53. Fire Weather Systems

The Agencies to this Agreement will cooperate in the gathering, processing, and use of fire weather data, including the purchase of compatible weather sensing platforms and when feasible, making joint use of computer software. Agencies are in agreement that all weather stations used for NFDRS purposes will be subject to the Standards contained in publication PMS 426-3, NWCG NFDRS Weather Station Standards, <http://www.fs.fed.us/raws/standards.pdf>. State and Federal Agencies will, through the appropriate venue (currently FIRESCOPE's Predictive Services Specialist's Group), strive to jointly evaluate any proposed new California weather station locations, in order to prevent unnecessary redundancy. The National Fire Danger Rating System (NFDRS) is the common and agreed upon fire danger rating system.

54. Federal Agencies Weather Data Processing System

The State and Federal Agencies agree to collaborate in providing fire weather services. The State will be permitted use of the Federal Agencies' Weather Information Management System (WIMS). When the State uses WIMS, the identifying account numbers assigned by the Federal Agencies to the State will be used.

55. Aviation Operations

Interagency use and billing for aircraft will be in accordance with procedures mutually established by the Agencies. Interagency aircraft use guidelines are attached as Exhibit G, Interagency Aircraft Utilization Guidelines. The State and Federal Agencies agree to bill each other in accordance with the Operating Plan for Cooperative Incident Billing Procedures.

56. Billing Procedures

For any incidents or other actions where costs are incurred pursuant to the terms of this Agreement, the Agencies will comply with the processes and procedures established in the Operating Plan for Cooperative Incident Billing Procedures.

57. Accounting for Assistance by Hire Costs:

The State and the Federal Agencies will document all expenditures incurred for providing Assistance by Hire services under the terms of this Agreement. Expenditures include both direct costs and indirect or administrative costs. The administrative charge, used for all Assistance by Hire billings, will be applied to all direct costs.

58. Cost Recovery

Each agency will notify the others when there is potential or intent for cost recovery on a fire occurring on lands under its jurisdiction in accordance with Exhibit I, Fire Prevention and Law Enforcement. Refer to the Operating Plan for Cooperative Incident Billing Procedures for information on cost share settlements involving civil cost recovery or court-ordered restitution.

59. Stafford Act

The use and reimbursement for resources when responding under the Stafford Act, shall be governed by the provisions contained in Operating Plan for Cooperative Incident Billing Procedures.

VIII. GENERAL PROVISIONS

60. Accident Investigations and Reviews

Whenever an accident occurs involving the equipment or personnel of a supporting agency, the protecting agency shall immediately notify the supporting agency. The protecting agency shall determine the appropriate level of review or investigation of the accident. Investigation or review costs for personnel will be agency-specific and will be borne by the sending agency. Other accident or incident investigation or review costs are the fiscal responsibility of the agency (ies) that has jurisdiction and/or investigative or review responsibility.

61. Waiver

It is mutually agreed that the Agencies to this Agreement shall each be responsible for their own losses arising out of the performance of this Agreement and each agency hereby waives any claim against any other agency for any loss, damage, personal injury, or death of its employees or agents, occurring as a consequence of the performance of this Agreement; provided this provision shall not relieve any Agency from responsibility for claims of third parties for losses for which the Agency is otherwise legally liable. Third party claims will be processed by the protecting agency.

62. 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. Exhibits are not subject to this provision.

63. Annual Review

If necessary, representatives of the State and Federal Agencies will meet and review matters of mutual concern related to this Agreement prior to March 1.

Annual Operating Plans will be reviewed annually and revisions will be completed and posted to a central location by May 15 (see Exhibit B, CFMA Operating Plan Template).

64. Examination and Audit

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

65. Post-Incident Action Analysis

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

66. Duration of Agreement

The term of this Agreement shall commence on the date the last agency signs below and shall expire on February 28, 2018 or no later than five years from the commencement date. Any agency shall have the right to terminate their participation under this Agreement by providing one-year advance written notice to the State and other Agencies to this Agreement.

67. Previous Agreements Superseded

This Agreement supersedes the following: "California Cooperative Master Cooperative Wildland Fire Management and Stafford Act and Response Agreement" signed and entered into December 11, 2007. Existing agreements and operating plans remain in effect to the extent that they do not conflict with the provisions of this Agreement, but only until such time that all activities and conditions covered by those agreements can be incorporated into annual operating plans provided for under this Agreement.

68. Officials Not to Benefit

No member of, or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this Agreement or to any benefit to arise there from, unless it is made with a corporation for its general benefit.

69. Nondiscrimination:

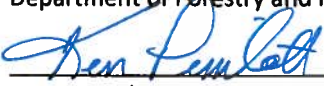
The State and Federal Agencies shall comply with all federal and state statutes relating to nondiscrimination. These include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d through 2000-6); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) which prohibits discrimination on the basis of disabilities and provides for reasonable accommodation in hiring of persons with disabilities; (d) the Older American Act of 1965 as amended (42 U.S.C. 3056 and 6101 et seq.); and (e) USDA 9 AR, Title VI Implementation Regulations; California Government Code Section 12990 (a-f) et seq., as set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, which prohibits discrimination or harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave.

70. Authorized Representatives

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

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

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



By: Ken Pimlott

Date: 2/14/13

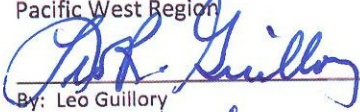
IN WITNESS WHEREOF, the Agencies hereto have executed this Cooperative Wildland Fire Management Agreement as of the last date written below:

Regional Director
USDI National Park Service
Pacific West Region


By: Christine Lehnertz

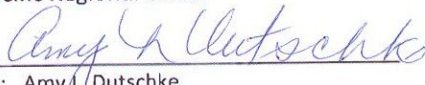
Date: 03/04/2013

Contracting Officer
USDI National Park Service
Pacific West Region


By: Leo Guillory


Date: 3/4/2013

Regional Director
USDI Bureau of Indian Affairs
Pacific Regional Office


By: Amy L. Dutschke

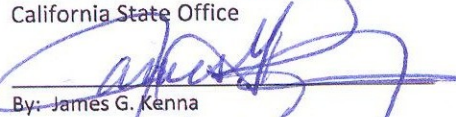
Date: 1/24/13

Contracting Officer
USDI Bureau of Indian Affairs
Pacific Regional Office


By: Jodi R. Zachary

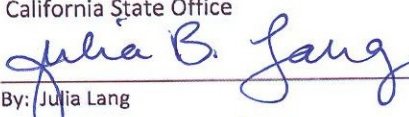
Date: 1/24/13

State Director
USDI Bureau of Land Management
California State Office


By: James G. Kenna

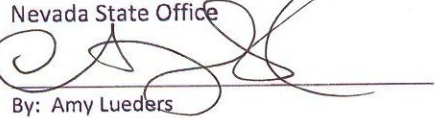
Date: 1/28/2013

Contracting Officer
USDI Bureau of Land Management
California State Office


By: Julia Lang

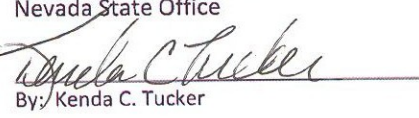
Date: 1/28/13

State Director
USDI Bureau of Land Management
Nevada State Office


By: Amy Lueders

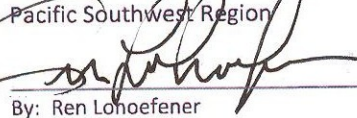
Date: 2/26/13

Contracting Officer
USDI Bureau of Land Management
Nevada State Office


By: Kenda C. Tucker


Date: 2/22/2013

Regional Director
USDI Fish and Wildlife Service
Pacific Southwest Region


By: Ren Lohofener

Date: January 25, 2013

Contracting Officer
USDI Fish and Wildlife Service
Pacific Southwest Region


By: Alice Garrett

Date: 01.23.13

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

Regional Forester
USDA Forest Service
Pacific Southwest Region

By: Randy Moore

Date: _____

Grants & Agreements Coordinator Specialist
USDA Forest Service
Pacific Southwest Region

By: Suwannee Milburn

Date: _____

Law Enforcement & Investigation
USDA Forest Service

By: Scott Harris

Date: _____

Regional Forester
USDA Forest Service
Pacific Northwest Region

By: Kent Connaughton

Date: _____

Contracting Officer
USDA Forest Service
Pacific Northwest Region

By: Jill Zan

Date: _____

Regional Forester
USDA Forest Service
Intermountain Region

By: Nora B. Rasure

Date: 3-19-2013

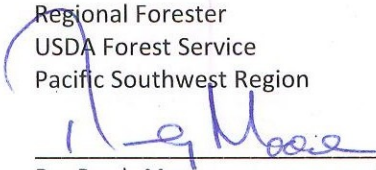
Grants & Agreements Coordinator
USDA Forest Service
Intermountain Region

By: Mechele M. MacDonald

Date: 3/15/2013

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

Regional Forester
USDA Forest Service
Pacific Southwest Region



By: Randy Moore

Date: 3/14/13

Grants Management Specialist
USDA Forest Service
Pacific Southwest Region



By: Suwannee Milburn

Date: 02/27/2013

Special Agent in Charge
Law Enforcement & Investigation
USDA Forest Service



By: Scott Harris

Date: 2/27/2013

Regional Forester
USDA Forest Service
Pacific Northwest Region

By: Kent Connaughton

Date: _____

Grants Management Specialist
USDA Forest Service
Pacific Northwest Region

By: Jill Zan

Date: _____

Regional Forester
USDA Forest Service
Intermountain Region

By: Nora Rasher

Date: _____

Grants Management Specialist
USDA Forest Service
Intermountain Region

By: Mechele MacDonald

Date: _____

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

Regional Forester
USDA Forest Service
Pacific Southwest Region

By: Randy Moore

Date: _____

Grants & Agreements Coordinator Specialist
USDA Forest Service
Pacific Southwest Region

By: Suwannee Milburn

Date: _____

Law Enforcement & Investigation
USDA Forest Service

By: Scott Harris

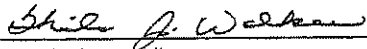
Date: _____

Regional Forester
USDA Forest Service
Pacific Northwest Region

FOR 
By: Kent Connaughton

Date: 3/20/2013

Grants & Agreements Specialist
USDA Forest Service
Pacific Northwest Region


By: Sheila J. Walker

Date: 3/19/2013

Regional Forester
USDA Forest Service
Intermountain Region

By: Nora Rasuer

Date: _____

Grants & Agreements Coordinator
USDA Forest Service
Intermountain Region

By: Mechele MacDonald

Date: _____

2013-2018
CALIFORNIA MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT
AND STAFFORD ACT RESPONSE AGREEMENT
13-FI 11052012-148