

2026-2031
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 # BLM-CFPA-CA915-2602;

UEI # EN5LK67V2MP5

NATIONAL PARK SERVICE

Pacific West Region Agreement # G8075251001; UEI # ZK1LYM6WE3C4

BUREAU OF INDIAN AFFAIRS

Pacific Region Agreement # A26AM00018; UEI # FAEQN3LV59K3

UNITED STATES FISH AND WILDLIFE SERVICE

Pacific Southwest Region Agreement # FF08F03000-26-P007; UEI # MYTDK1R5BBQ6

UNITED STATES DEPARTMENT OF AGRICULTURE

UNITED STATES FOREST SERVICE

Regions Four and Five R5 Agreement # 26-FI-11052012-101; UEI # G2EGL5TJE6N3

And

STATE OF CALIFORNIA

California Department of Forestry and Fire Protection

(CAL FIRE) Agreement # 7CA07151 and UEI # CTLNYKLNHJ5

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APPENDIX C-1	TEMPLATE – Non-Billable Agreement
APPENDIX C-2	TEMPLATE – Initial Attack Agreement
APPENDIX C-3	TEMPLATE – You Order You Pay Agreement
APPENDIX C-4	TEMPLATE – Acres Burned Agreement
APPENDIX C-5	TEMPLATE – Cost Apportionment Agreement
EXHIBIT D	SUPPLEMENTAL PROJECT PLAN
EXHIBIT E	CHANGES TO DIRECT PROTECTION AREA (DPA)
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APPENDIX E-2	Final DPA Release Memo
EXHIBIT F	PROJECT SPECIFIC AGREEMENT AND OPERATING PLAN TEMPLATE FOR PREPARATION AND USE OF PRESCRIBED FIRE
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EXHIBIT H	FIRE PREVENTION AND LAW ENFORCEMENT
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EXHIBIT K	ACCIDENT / INJURY FLOW CHART

2026-2031

California Master Cooperative Wildland Fire Management and Stafford Response Agreement

I. AUTHORITIES

By the following authorities:

- California Government Code Title 2 Division 1 Chapter 7 Article 11 Mutual Aid § 8615
- California Government Code Title 2 Division 1 Chapter 7 Article 11 Mutual Aid § 8619
- California Government Code Title 2 Division 1 Chapter 7 Article 2 General Definitions § 8558
- California Government Code Title 2 Division 1 Chapter 7 Article 11 Other State Agencies § 8595
- California Government Code Title 2 Division 1 Chapter 7 Article 13 State of Emergency § 8625
- California Government Code Title 2 Division 1 Chapter 7 Article 13 State of Emergency § 8629
- California Government Code Title 2 Division 1 Chapter 7 Article 14 Local Emergency § 8633
- California Public Resources Code, § 4125 to 4127, 4141, 4151 and 4156
- California Public Resources Code Division 4 Part 2 Chapter 6 § 4423
- California Public Resources Code Division 4 Part 2 Chapter 7 § 4491-4494
- Reciprocal Fire Protection Act of May 27, 1955, (69 Stat. 66; 42 U.S.C. 1856)
- Robert T. Stafford Disaster Relief and Emergency Assistance Act (P.L. 93-288 as amended by P.L. 100-107)
- Department of the Interior and Related Agencies Appropriations Act, 1999, as included in P.L. 105-277, section 101(e)
- Disaster Relief Act of May 22, 1974, (42 U.S.C. 5121)
- Service First Authority, P.L. 118-234 (16 USC 8544)
- National Forest Management Act of 1976 (16 U.S.C. 1600)
- National Wildlife Refuge Administration Act of 1966 (16 U.S.C. 668dd-668ee, 80 Stat. 927, as amended)
- National Park Service Organic Act (54 U.S.C. 1100101)
- 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)
- National Wildlife Refuge System Improvement Act of 1997 (P.L. 105-57)

USFS Excluded from use of the following Authorities:

- Good Neighbor Authority (16 U.S.C., § 2113a)
- National Indian Forest Resources Management Act (P.L. 101-630, Title III)
- Wyden Amendment (PL 105-277, § 323 as amended by PL 109-54, § 434)

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 Signatory Agencies to this Agreement to improve efficiency by facilitating the coordination and exchange of personnel, equipment, supplies, services, information and funds among the Signatory Agencies 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.

In addition to improving efficiency in addressing wildland fire management activities, this Agreement facilitates improved coordination regarding other incidents. The National Response Framework (NRF) applies to all Federal Departments and agencies that may be requested to provide assistance or conduct operations during all-hazard events. However, this Agreement ONLY covers all-hazard events that are, or may become, declared as emergencies or major disasters that occur under the auspices of a Presidential Declaration of Emergency of Major Disaster under the Stafford Act, which may include wildland fire and non-wildland fire emergencies or major disasters. These events also require a coordinated response by an appropriate combination of state and tribal entities along with the Federal Agencies.

The Signatory Agencies to this Agreement are:

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

The United States Department of Agriculture Forest Service, Regions Four and Five; 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."

Signatory Agencies to this Agreement are CAL FIRE and the USFS, NPS, FWS, BIA, and BLM hereinafter referred to as "CAL FIRE and Federal Agencies":

1. Incorporation of Exhibits into Agreement

The following Exhibits are hereby incorporated into this Agreement:

A. Principal Exhibits

CFMA Operating Plan (AOP) Template
Cost Sharing and Cost Share Agreement Templates
Supplemental Project Plan
Changes to Direct Protection Areas (DPA)
Supplemental Agreement for Cooperative Use of Prescribed Fire
Interagency Aircraft Utilization Guidelines
Fire Prevention and Law Enforcement
CFMA Glossary
Cooperative Incident Billing Procedures
Accident/Injury Flowchart

Exhibits to this Agreement may be revised upon request of CAL FIRE and Federal Agencies. The latest revision of any Exhibit will be incorporated, through review and approval by CAL FIRE and Federal Agencies, into this Agreement, without requiring a formal modification as defined in Recital 60.

CAL FIRE and Federal Agencies authorize a varied level of delegation of authority or letter of authorization depending on Signatory Agency on their DPA incident response and joint fuel projects.

- In accordance with the exchange of protection responsibilities, each Signatory Agency is authorized to expend funds, subject to reimbursement, for suppression actions and operational support, as outlined in this Agreement, its Exhibits, and associated operating plans.
- The annual operating plan issued between CAL FIRE and Federal Agencies will detail the local specifics of the authority delegated from the Jurisdictional Agencies to the Protecting Agencies.

2. Acknowledgement of Supplements to the Agreement

A. Supplements to this Agreement, Operating Plans, Supplemental Project Plans, 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. Exhibits to this Agreement.
- C. Statewide AOP where it exists, i.e.: BIA/CAL FIRE Statewide AOP
- D. Local/sub-geographic AOP
- E. Supplemental Project, Financial Plans, and Cost Share Agreements

III. RECITALS (1-12)

1. Lands for which CAL FIRE 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 CAL FIRE and Federal Agencies to coordinate efforts in the investigation, prevention, detection and response to wildland fire, 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. CAL FIRE and Federal Agencies will cooperate to the extent possible to achieve wildland fire objectives of common interest and concern.
4. CAL FIRE and Federal Agencies maintain wildland fire protection and wildland fire management organizations.
5. "State Responsibility Area" (SRA), sometimes called State and Private lands, are areas for which CAL FIRE is responsible for wildland fire protection under California Public Resources Code Sections 4125 and 4127.
6. "Federal Responsibility Area" (FRA) are areas for which the Federal Agencies are responsible for wildland fire protection under various federal laws.
7. "Local Responsibility Areas" (LRA) are lands for 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. Wildland fire protection responsibility in these areas is negotiated, created and agreed to by the administrative units of either the Federal Agencies or CAL FIRE. DPA does not equate a delegation of authority. Specific information about DPA and delegation of authority are addressed in the Annual Operating Plan (AOP). For areas not identified in a specific DPA, protection of those lands reverts to the landowner. If the CAL FIRE and Federal Agencies Agreement incurs expenses for suppression of fires in these areas, the landowner may be responsible for costs incurred. AOPs may address several options to DPA responsibilities as described in Exhibit B, CFMA Operating Plan (AOP) Template, to meet agency direction within a sub-geographic boundary.

Every acre in California requires a responsible authority within the statewide DPA designation, including the designation of responsibility areas for entities not part of this Agreement including other Federal and local entities.

9. It is the intent of CAL FIRE and Federal Agencies that Federal resources be available to assist in wildland fire activities in SRA and CAL FIRE resources be available to assist in wildland fire activities in the FRA.
10. CAL FIRE and Federal Agencies acknowledge that differences exist between agency missions and policies. The Protecting Agency will communicate with and represent the Jurisdictional Agency's interests in wildland fire management activities consistent with CAL FIRE and Federal authority and policy.

Structure defense will be provided when the wildland fire incident has the potential to impact structures and pursuant to the terms of this Agreement. Fiscal accountability relates in many cases to agency mission and laws. To establish a common understanding, words and phrases as used herein are defined in Exhibit I, CFMA Glossary.

11. Under the authorities to improve efficiency and effectiveness and limit duplication when the president has declared a non-wildland fire emergency to be included under the Stafford authority CAL FIRE and Federal Agencies will coordinate efforts to their mutual advantage of the Stafford Act, it is to the mutual advantage of CAL FIRE and Federal Agencies to coordinate efforts for non-wildland fire emergencies to improve efficiency and effectiveness and limit duplication; only non-wildland fire emergencies that are presidentially declared are included in the Stafford authority. Other non-wildland fire emergencies are not part of this Agreement.
12. The USFS, BLM, BIA, NPS, and FWS have entered into a National Interagency Agreement for Wildland Fire Management to cooperate in all aspects of fire management.

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

IV. INTERAGENCY COOPERATION

13. California Wildland Fire Coordinating Group (CWCG)
This group shall provide coordination and recommendations for all interagency wildland fire management activities in California. At a minimum, the group will consist of one representative from CAL FIRE and each Federal Agency as designated by Agency Administrators per CWCG guidelines. Membership, procedures, and guidelines will be developed, agreed to and documented in the CWCG Charter. CWCG may charter interagency technical committees to study areas of concern.
14. National Incident Management System
CAL FIRE and Federal Agencies 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). NWCG recognizes the ability of cooperating agencies at the local level to jointly define and accept each other's qualifications for initial attack, extended attack, fire operations, and prescribed fire. These NWCG minimum standards are Department of Homeland Security (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.

15. Operating Plans

Operating Plans will be developed and/or reviewed annually at the Geographic, State, or sub-geographic area level and will tier to this Agreement. The Annual Operating Plan (AOP) addresses specific situations for cooperating agencies and is to be reviewed at a minimum, annually (see Exhibit B, CFMA Annual Operating Plan (AOP) Template). Annual Operating Plans will not exceed the expiration date of this Agreement. The following operating plans are listed in descending order of precedence:

A. Statewide Operating Plans

Statewide Operating Plans will address issues affecting statewide cooperation. The Statewide Operating Plans will be approved by CAL FIRE and the Federal Agencies. The California Interagency Standards for Resource Mobilization considered a Statewide Operating Plan.

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 Agency, CAL FIRE and Federal Agencies.

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 (AOPs) will be developed to document these decisions and outline the details of this Agreement for the local and/or sub geographic areas.

Following the template provided as Exhibit B, CFMA Annual Operating Plan (AOP) Template, such plans will describe the personnel, equipment, and administrative support necessary to provide acceptable levels of wildland fire 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 wildland fire responses.

Local/Sub Geographic Annual Operating Plans (AOPs) will be reviewed, updated, and signed annually, and will be posted at 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.

16. CFMA Committee and Interagency Annual Meetings

The CFMA Committee will meet annually prior to May 1 and as needed for review and approval of the DPA process (Exhibit E, Changes to Direct Protection Area (DPA)). Zones and local units will meet annually to ensure the provisions of this Agreement are being met. These meetings are intended to be opportunities for management to discuss issues and share information needed for efficient cooperation between the agencies.

17. Northern, Southern California, and Great Basin Geographic Area Coordination Centers (GACCs)

The GACCs act as focal points for internal and external requests not filled at the local level. CAL FIRE and Federal Agencies recognize the Northern and Southern California Coordination Centers in Redding and Riverside, respectively, and Great Basin Coordination Center in Salt Lake City as the Geographic Area Coordination Centers (GACCs). CAL FIRE and Federal Agencies will coordinate wildland fire management activities and resource movements through the Geographic Area Coordination Centers as appropriate. CAL FIRE and Federal Agencies are not precluded from independent movement of their own agency resources.

18. Interagency Command Centers

CAL FIRE and Federal Agencies agree to maintain, support, and participate in Interagency Command Centers. Staffing, funding, and level of participation will be agreed to by the affected Signatory Agencies and documented in annual operating plans (AOPs) 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 Reimbursable Fire Assistance (Assistance by Hire).

19. 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, and implementing and coordinating policy to prevent and/or combat a growing emergency(ies). California Wildland Fire MAC Groups will be governed by CWCG within Northern California and Southern California Geographic Areas and by the Great Basin Coordinating Group MAC for the Great Basin Geographic Area. CAL FIRE will be included as a member of Great Basin Coordinating Group MAC when incidents requiring prioritization occur within the Great Basin Geographic Area portion of California.

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 CAL FIRE and Federal 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

20. Definition of Responsibilities

CAL FIRE and Federal Agencies 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.

B. Protecting Agency

The agency responsible for providing wildland fire 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 wildland fire response or other support or resource assistance to a protecting agency.

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 (AOPs). The Federal Agencies and CAL FIRE 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

CAL FIRE and Federal Agencies have exchanged wildland fire 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 (AOP) 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 affected Agencies. Exhibit E, Changes to Direct Protection Area (DPA) delineates the process for documenting, approving and recording changes to DPA.

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.

A Jurisdictional Agency may decide to resume protection responsibility for lands on which it previously transferred protection responsibility to a different agency. The Jurisdictional Agency shall notify the Protecting Agency in writing (30-day notification). There is no required approval process.

B. Protection of State and Federal Responsibility Areas (SRA and FRA)

Recognizing that the Protecting Agency will represent the Jurisdictional Agency's interests in wildland fire protection consistent with CAL FIRE and Federal authority, CAL FIRE and Federal Agencies will review protection responsibility in SRA and FRA within the DPA boundaries as part of the annual operating plan (AOP) development, review and update processes. AOPs need to address wildland fire protection and structure defense consistent with what is provided by this Agreement.

C. Structure Fire Suppression and Structure Defense within CAL FIRE and Federal DPA

1. Structural fire suppression – Structural fire suppression is not the primary mission of the agencies signatory to this agreement, instances where it may occur are clearly represented in each annual operating plan (AOP). The USFS will not usurp individual, CAL FIRE or local responsibility and engage in structure fire suppression.
2. Structure defense – The primary responsibility of CAL FIRE and Federal Agencies in structure defense is to suppress wildland fire before it reaches structures. This involves the use of standard wildland firefighting tactics and control methods.

D. Wildland Fire Protection Fiscal Responsibilities

All costs incurred to meet the wildland fire 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 annual operating plans (AOPs).

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, CAL FIRE and Federal Agencies are not jurisdictionally or financially responsible for wildland or other fire protection on these lands. CAL FIRE and Federal Agencies recognize that cost share agreements may contain cost shares assigned to local government agencies that are charged with protection of LRA. In cases where CAL FIRE has a wildland protection agreement with local government agencies, the associated costs will be supported under CAL FIRE.

22. Methods of Fire Protection and Suppression

CAL FIRE and Federal Agencies have exchanged responsibility for the wildland fire 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 areas and 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 dispatch. Mutual Aid resources should be released when fire threats have been mitigated.

Resources needed beyond the 24-hour mutual aid period will be approved by the supporting agency and will be reimbursed as "Reimbursable Fire Assistance (Assistance by Hire)" beginning at the 24-hour and one minute time frame.

B. Reimbursable Fire Assistance (Assistance by Hire)

Reimbursable Fire Assistance (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 Fire Assistance (Assistance by Hire). CAL FIRE may provide out-of-state assistance to the Federal Agencies when requested. Such assistance will be Reimbursable Fire Assistance (Assistance by Hire) unless otherwise specified as Mutual Aid in Annual Operating Plans (AOPs) pursuant to this Agreement.

Except for Mutual Aid, all requests for wildland fire response assistance in an agency's DPA shall be Reimbursable Fire Assistance (Assistance by Hire). The Operating Plan for Cooperative Incident Billing Procedures provides direction for reimbursable billings and payments.

C. Exchange (Offset) Fire Protection

Agencies 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 Agencies. Exchange zones referred to in this document as Direct Protection Areas (DPA) will be documented in the Annual Operating Plans and referenced on the Statewide DPA layer.

If an imbalance exists, the Agencies with the positive/negative imbalance will negotiate on appropriate options for the imbalance and, where possible, transition to a state of balance based on a combination of comparable costs, acreage involved, complexity, and other factors, including resource/overhead/team capability, support services for emergency response, funding for joint projects, individual agency allowable costs, as appropriate, and mutually agreed to by the Agencies. Imbalance means a deviation exceeding the range of variation agreed to between the Agencies.

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 if the Parties involved are federal wildland fire agencies. The National Interagency Memorandum of Understanding for Wildland Fire Management between the Department of the Interior wildland fire agencies and the USDA Forest Service provides that the Parties agree not to bill each other for suppression services.

D. Contract (Fee Basis) Fire Protection

For an agreed upon fee, one agency may assume 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

CAL FIRE and Federal Agencies 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, AOPs, or other documents, referencing the appropriate authority. Documentation will include the objectives, role of each agency, and each agency's share of costs. Project plans may be executed by Unit Administrators of CAL FIRE and Federal Agencies and billed according to Exhibit D, Supplemental Project Plan or Exhibit F, Supplemental Agreement for Cooperative Use of Prescribed Fire.

24. Fire Prevention

CAL FIRE and Federal Agencies agree to cooperate in the development and implementation of fire investigation and prevention and fire safe planning programs. Signatory Agencies to this Agreement 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 (AOP) Template).

When fire investigation and prevention actions conducted by the Protecting Agency, in its DPA, on lands of the other agencies, those actions will be consistent with the Protecting Agency's legal authorities/policies, the terms of this Agreement reference standalone Fire Prevention agreements outside of CFMA. Specific fire investigation and prevention plans should be developed at the local level and documented in the annual operating plan. CAL FIRE and Federal Agencies may share resources and costs.

25. 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, evidence, and any costs pertaining to the fire cause.

26. Public Use Restrictions

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

27. 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 CAL FIRE to issue burn permits when it is determined to be in their mutual interest. See Exhibit H, Fire Prevention and Law Enforcement.

A. Notification of Permit Suspension

1. All parties will notify the other Signatory Agencies to this Agreement when entering periods of burn suspension and provide the rationale behind the suspension. Reference Exhibit B, CFMA Operating Plan (AOP) Template.

28. Cultural Lands

Only federal personnel will issue permits, when required, to a federally recognized Native American Tribe for a cultural burning project on federal land or land held in trust by the federal government for the benefit of a federally recognized Native American Tribe ("tribal trust land"). Where such federal land is located within CAL FIRE DPA, the appropriate CAL FIRE Unit will be consulted and notified prior to the start of any burning operation.

29. Prescribed Fire and Fuels Management

CAL FIRE and Federal Agencies agree to cooperate in the development and implementation of fuels management programs, including the use of prescribed fire, whose primary intent is to reduce fire hazard through the use of supplemental project plans. Specifics for the cooperative use of and preparation for prescribed fire will be coordinated and documented in Exhibit F. The Signatory Agencies to this Agreement, agree to cooperate in the development and implementation of planned ignitions, prescribed fire and fuels management programs. Fuels work to reduce fire hazard will be coordinated and documented through the use of supplemental project plans. Specifics for the cooperative use of and preparation for prescribed fire will be coordinated and documented in Exhibit F, Supplemental Agreement for Cooperative Use of Prescribed Fire.

Escaped Prescribed Fires:

Suppression of wildfires resulting from escaped prescribed fires that were managed at the direction of, or under the supervision of one of the Parties to this Agreement shall be the responsibility of the Jurisdictional Agency where the project was initiated.

If the Parties to this Agreement jointly conduct or manage a prescribed fire, the responsibility for suppression costs, should it escape, and/or be declared a wildfire, shall be agreed upon and documented in the Project Plan. Declared wildfires shall revert to the established Local Annual Operating Plan, goals and objectives of suppression actions should be developed collaboratively.

Unless otherwise agreed, all suppression costs and associated damages are the responsibility of the 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.

30. Smoke Management

Within their authorities, CAL FIRE and Federal Agencies agree to communicate and coordinate on issues of smoke management from prescribed fires and wildland fires. During prescribed and wildland fires, CAL FIRE and Federal Agencies are encouraged to use Air Resource Advisors and develop a smoke management plan.

31. Community Wildfire Protection Planning

Agencies are encouraged to work collaboratively with communities and neighborhoods when developing Community Wildfire Protection Plans (CWPPs) that are within the agencies' DPA and jurisdiction.

VI. OPERATIONS

32. Protection Priorities

CAL FIRE and Federal Agencies agree that they mutually share responsibility for wildland fire management 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.

33. Closest Forces Concept

CAL FIRE and Federal Agencies will utilize the "Closest Forces Concept" for initial attack as identified in the Annual Operating Plans (AOP). The closest available appropriate resources, regardless of jurisdictional responsibility, 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.

Aviation and non-reciprocal equipment will be Reimbursable Fire Assistance/Assistance By Hire (ABH). All other resources will follow mutual aid processes and minimum billing practices.

34. Move-up and Cover and Agency Assist

“Move-up and Cover” and “Agency Assist” resources can be either Mutual Aid or Reimbursable Fire Assistance (Assistance by Hire) as specified in the Annual Operating Plan (AOP). The AOP will cover all agency specifics regarding move up and cover resources. Move up and cover resources provided by the Federal Agencies are limited to wildland fire response, where vegetation is the primary fuel. Federal Agencies will not supplant local government responsibilities or routinely serve as the primary emergency response to non-wildland fire emergencies (for example, medical aids, HAZMAT, automobile accidents, water rescue, and so forth). The Protecting Agency shall provide vehicle fuel, minor maintenance, and lodging at no cost to the Supporting Agency while assigned to Move-Up and Cover and Agency Assists. Resources on Mutual Aid Move-up and Cover will remain Mutual Aid until released or they exceed 24 hours.

35. Fire Notifications

Each agency will immediately notify the appropriate Protecting Agency of wildland fires burning on or threatening lands for which that agency has protection responsibility once the location of the fire is verified. Protecting agencies will immediately inform Jurisdictional Agencies whenever they take action on fires for which the Protecting Agency is responsible once the location of the fire is verified.

All agencies agree to report DPA fires on other agencies' jurisdictions in their established individual fire reporting databases. Individual Fire reports shall be completed within 30 days after a fire is declared controlled. Agencies agree to share the database information and, in a format, agreed to by each agency.

36. Unified Ordering

When in unified command, parties to this Agreement agree to establish a single unified ordering point as described in the California Interagency Standards for Resource Mobilization.

37. Mutual Threat Zone Response

Wildland fire burning on, or directly adjacent to, the DPA Boundary will be the initial attack responsibility of the protecting agencies on either side of the boundary. Agencies should not assume the other agency is aware of the fire or will take action. This area is commonly referred to as the Mutual Threat Zone (MTZ).

The MTZ response has advantages where two or more agencies share DPA fire protection responsibilities. In addition, fire suppression resources are comingled within a geographic area. Additionally, MTZ response to borderline fires will be advantageous when the fire's origin is not clearly identified yet threatens two or more DPA agencies.

Resources from CAL FIRE and Federal Agencies will utilize this approach during initial attack. Once resources arrive at the scene and the origin of the fire is determined, the Protecting Agency will designate an Incident Commander. The Protecting Agency may request the Supporting Agency to assume command of the fire.

Depending upon the success of the containment objective, the Incident Commander and Agency Administrators/Representatives can determine the best course of action going forward, such as:

- A fire's origin will be contained with resources utilizing closest resources concept. The DPA agency assumes command and can release resources from adjacent DPA agency(ies).
- If the incident cannot be contained within the first twenty-four hours (initial attack), a unified command organization should be considered.
- 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)
- All MTZs identified by CAL FIRE and Federal Agencies, will be reviewed and approved annually. These will be placed on the authoritative data layer and made available to all.
- Fire's origin on Signatory Agency lands but will not be contained with IA resources and is threatening to burn onto other Jurisdictional Agency lands. Agencies enter Unified Command, develop a cost sharing agreement and order resources commensurate with agency fire protection objectives while adhering to control objectives established under unified command.
- Duplicate incidents will not be created. Only one incident number and name will be assigned per ignition. An incident will not be closed out until all involved agencies are in agreement.

38. Threat and Risk

When a fire is perceived to threaten or threatens the jurisdiction of another agency, the nature of the threat and risk should be discussed between the affected parties. Following discussion, a course of action to deal with the threat and risk should be determined and mutually agreed upon. These actions can be considered in determining the share of cost. Activities taken outside of a mutually agreed upon course of action to deal with threat and risk may be deemed independent action.

39. Assuming Jurisdictional Protection Responsibility

Any party to this Agreement may, upon its own initiative, at its own expense and with appropriate notification and coordination, attack wildland fires 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 will assume command of all wildland fire response actions when a qualified Incident Commander of that agency arrives at the fire.

If agreed upon with the Protecting Agency, the Jurisdictional Agency may assume command of the Incident.

40. Wildland Fire Decision Support System (WFDSS)

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

41. Stafford Act Response

For Stafford Act responses, mission-assigned Emergency Support Function (ESF) primary agencies may authorize support agencies, as appropriate and consistent within their own authorities and responsibilities and utilizing the procedures and requirements established in the National Response Framework (NRF) when appropriate or required, 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 procedures per the current National Interagency Standards for Resource Mobilization.

For the Stafford Act Response utilizing ESF4 functions, the signatory agencies of this agreement generally utilize the CFAA statewide agreement.

VII. USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES

42. Appropriated Fund Limitation

Nothing herein shall be considered as obligating CAL FIRE and Federal Agencies to expend funds.

43. Duration of Assignments

CAL FIRE and Federal Agencies agree that the duration of assignments are dictated by each agency's policy.

44. Sharing of Costs

A. Wildland Fire Cost Share Agreement

A cost share agreement will be prepared when there is:

1. A multi-jurisdictional incident with single or unified command and a decision has been made to share resources among Jurisdictional Agencies, or
2. An incident which threatens or burns across DPAs of CAL FIRE and Federal Agencies and the Mutual Aid period has been exceeded.

CAL FIRE and Federal Agencies have agreed upon methods for determining cost share procedures. CAL FIRE and Federal Agencies agree to jointly share the cost of incident support and coordination operations. These methods are described in Exhibit C, Cost Sharing and Cost Share Agreement Templates.

B. Structure Defense Cost Sharing in the Wildland Urban Interface

For wildland fires on lands protected by the Signatory Agencies to this Agreement, the Protecting Agency with financial responsibility will assume the costs of the actions it takes to keep wildland fire from advancing on or threatening structures. For wildland fires in or threatening local jurisdictions that border or overlay CAL FIRE or Federal DPA, CAL FIRE and Federal Agencies shall not reimburse local agencies for their own agency's costs for defending structures within their own jurisdiction. CAL FIRE and Federal Agencies do not have full financial responsibility in situations when there is a responsible fire protection agency.

C. Local Government Agency Involvement in Cost Sharing

CAL FIRE and Federal Agencies recognize cost share agreements may require involvement by local government agencies responsible for protection of LRA, including structure defense. For wildland fires in or threatening local jurisdictions bordering CAL FIRE or Federal DPA, those agencies may be responsible for their agency's costs for defending structures within their jurisdictional responsibility.

45. 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 CAL FIRE 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.

46. Facilities, Equipment and Support

Under the terms of this Agreement and support to the purpose and mission of this agreement, CAL FIRE and Federal Agencies may procure, loan, lease, share or exchange facilities, equipment, and support services within the respective agency's laws, policies, and legal authorities. Any operational costs required for such use may be shared and reimbursable as documented in a Facility and/or Annual Operating Plan.

47. Obtaining and Replacing Fire Supplies

CAL FIRE 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 and with approved documentation. Replacement of agency-owned expendable tools and supplies lost, damaged, or expended by the Supporting Agency may be reimbursed.

48. National Incident Support Caches

CAL FIRE agrees to comply with established National Fire Cache procedures as outlined in the California Interagency Standards for Resource Mobilization, the NWCG NFES Catalog, Part I, and the procedures identified by the Northern and Southern California Cache Managers

49. Training

CAL FIRE and Federal Agencies Signatory 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.

50. Communication Systems

CAL FIRE 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.

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

51. Predictive Weather Systems

CAL FIRE and Federal Agencies, Signatory 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 National Fire Danger Rating System (NFDRS) purposes will be subject to the Standards contained in publication PMS 426-3, *NWCG NFDRS Weather Station Standards*, [PMS 426-3 | NWCG, https://www.nwcg.gov/publications/pms426-3](https://www.nwcg.gov/publications/pms426-3) CAL FIRE and Federal Agencies will, through the appropriate venue, strive to jointly evaluate any proposed new California weather station locations, in order to prevent unnecessary redundancy. NFDRS is the common and agreed upon fire danger rating system.

52. Federal Agencies Weather Data Processing System

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

53. Aviation Operations and Reimbursement

Interagency aircraft use guidelines are attached as Exhibit G, Interagency Aircraft Utilization Guidelines. CAL FIRE and Federal Agencies agree to bill each other in accordance with Exhibit J, Cooperative Incident Billing Procedures.

CAL FIRE and the Forest Service will allow the other's aviation assets' use of airbase logistics and support for the purpose of enhancing efficient aviation wildfire suppression response, with related invoicing of costs consistent with Exhibit C, Cost Sharing and Cost Share Agreement Templates and Exhibit J, Cooperative Incident Billing Procedures.

54. Billing Procedures

For any costs incurred pursuant to the terms of this Agreement, the Agencies will comply with the processes and procedures established in Exhibit J, Cooperative Incident Billing Procedures.

55. Accounting for Reimbursable Fire Assistance (Assistance by Hire) Costs

CAL FIRE and Federal Agencies will document all expenditures incurred for providing Reimbursable Fire Assistance (Assistance by Hire) services under the terms of this Agreement and provide supporting documentation when requested. Expenditures include both direct and indirect costs including administrative costs. The overhead rate will be applied to all direct costs.

56. Cost Recovery

Each agency will notify the others when there is potential or intent to seek cost recovery for suppression expenditures or related to damage caused by a fire occurring on lands under its jurisdiction.

57. Stafford Act Reimbursement

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

VIII. GENERAL PROVISIONS

58. 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. All agencies have reporting requirements for accidents and injuries that occur on lands under their responsibility. The Protecting Agency shall immediately notify the Jurisdictional Agency of any serious accidents, injuries, and entrapments occurring on incidents involving these lands. The Protecting Agency shall determine the appropriate level of review for the accident, including any deliverables, utilizing their process. The Supporting Agency(ies) shall be allowed to participate in the determination of any deliverables.

If a Jurisdictional Agency determines that a review of the accident or injury will be conducted, the Supporting Agency shall be given the opportunity to have a representative participate in the review. 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.

The Protecting Agency shall share accident information with Jurisdictional Agencies, within the capabilities of the Protecting Agency's policies, such as the Freedom of Information Act, Privacy Act, or California Public Records Act, as information becomes available. The sharing of information between agencies on accident investigations and their findings and probable causes is a valuable tool for safety and must be encouraged.

59. Waiver of Claims

Parties to the Agreement shall each be responsible for their own losses arising out of the performance of this Agreement, and each Party hereby waives any claim against any other Party for loss or damage of its property and/or 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 Party from responsibility for claims from third parties for losses for which the Party is otherwise legally liable. This waiver does not extend to ordinary expenses incurred as part of the cost of the fire (gloves, fusees, hose, etc.). This Recital pertains to claims between CAL FIRE and Federal Agencies and does not pertain to claims advanced by third parties.

- Claims requesting compensation for property loss or damage, personal injury, or death resulting from the negligence or other wrongful acts of employees performing under this Agreement will be received by the Jurisdictional Agency and forwarded to the hiring, or home agency of the allegedly negligent employee for processing.
- Employee claims for loss of or damage to personal property must be submitted to the Jurisdictional Agency and then forwarded to the hiring, or home agency of the employee for processing in accordance with the hiring agency's administrative procedures.

60. Modifications

Modifications within the scope of this Agreement shall be made by mutual consent of CAL FIRE and the Federal 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. Changes to exhibits that have financial implications, could impact equitability of costs for jurisdictional agencies, or contradicts the main body of the agreement, requires a formal modification.

61. Annual Review

Representatives of CAL FIRE and Federal Agencies (CFMA Committee) will meet annually, and review matters of concern related to this Agreement.

62. Examination and Audit

CAL FIRE and Federal Agencies shall be subject to examination and audit up to seven years after final payment under the terms of this Agreement. Examination and audit shall be confined to the records of those matters connected with the performance of this Agreement including, but not limited to, the cost of administration. The Parties to this Agreement agree to preserve relevant financial records for seven years pursuant to this Recital.

63. Post-Incident Action Analysis

To benefit from lessons learned on fire incidents falling under the terms of this Agreement, CAL FIRE and Federal Agencies may from time to time conduct a post-incident action analysis. In all cases, reviews will be conducted jointly by CAL FIRE and the affected signatory Federal Agency or Agencies.

64. Termination of Agreement

Any agency shall have the right to terminate their participation under this Agreement by providing one-year advance written notice to all Signatory Agencies.

65. Previous Agreements Superseded

This Agreement supersedes the following: "California Cooperative Master Cooperative Wildland Fire Management and Stafford Act and Response Agreement."

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 operating plans provided for under this Agreement.

66. 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.

67. FOIA and California PRA

Freedom of Information Act: Public access to grant or agreement records must not be limited, except when such records must be kept confidential and would be exempted from disclosure pursuant to Freedom of Information Act (FOIA) and its implementing regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 215.36. Public access to culturally sensitive data and information and information of Federally recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2008 Farm Bill). California Government Code – Gov, Title 1 – General Division 10 - Access to Public Records Part 1 - General Provisions Chapter 1 - Preliminary Provisions Article 1 - § 7920.000.

68. Nondiscrimination

CAL FIRE 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 (including cancer), age (over 40), marital status, and denial of family care leave.

69. Federal Agencies will adhere to the following:

- The National Interagency Memorandum of Understanding for Wildland Fire Management between the Department of the Interior wildland fire agencies and the USDA Forest Service provides that the Parties agree not to bill each other for suppression services.
- The National Response Framework (NRF) The National Response Framework (NRF) provides foundational emergency management doctrine for how the Nation responds to all types of incidents. The NRF is built on scalable, flexible, and adaptable concepts identified in the National Incident Management System (NIMS) to align key roles and responsibilities across the Nation. The structures, roles, and responsibilities described in this Framework can be partially or fully implemented in the context of a threat or hazard, in anticipation of a significant event, or in response to an incident. Implementation of the structures and procedures described herein allows for a scaled response, delivery of specific resources and capabilities, and a level of coordination appropriate to each incident.
- Licensing: Drivers and equipment operators will hold appropriate operating licenses to meet state and federal laws and employing agency regulations and policies. Employees of the Parties to this Agreement may operate each other's vehicles provided the operator is qualified by the current operating guidelines and training requirements of their own Agency. Driving and operating equipment will be for official purposes only.
- Text Messaging While Driving: In accordance with Executive Order (EO) 13513, Federal Leadership on Reducing Text Messaging While Driving, any and all text

messaging by federal employees is banned: a) while driving a government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official government business; or b) using any electronic equipment supplied by the government when driving any vehicle at any time. All cooperators, their employees, volunteers, or contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles or GOVs when driving while on official government business or when performing any work for or on behalf of the government.

- Personnel Policy: Employees of the Parties to this Agreement shall be subject to the personnel rules, laws and regulations of their respective agencies, unless they are employed temporarily by another Party to this Agreement and the authority under which such temporary employment is authorized provides that such employees shall be subject to the employing Party's personnel laws and regulations.
- Mutual Sharing of Information: Subject to applicable state and federal rules and regulations, including the Privacy Act, Parties to this Agreement may furnish to each other, or otherwise make available upon request, such as maps, documents, GIS data, instructions, records, and reports including, but not limited to: individual fire reports, employment records, and investigation reports as either Party considers necessary in connection with the Agreement.
- Record Retention: All records related to this Agreement should be retained by the Parties in accordance with Agency regulations and policies. If litigation, claim, negotiation, audit or other action involving the records has been started by a Party to the Agreement, that Party should provide notification to any other Party to the Agreement of the need to retain records until the litigation, claim, negotiation, audit or other action is resolved.
- Agency Owned and Third Party Contracting: Equipment transported or operated by Supporting Agency personnel in transit to or from an incident is considered under the control of the Supporting Agency. When arrangements are made with a transportation service provider to deliver equipment, the Party making arrangements for the transportation should ensure that the transportation service provider will be responsible for all loss and damage to equipment or supplies consigned on the bill of lading.

70. Term and Authorized Representatives

The term of this Agreement shall commence on the date of the second agency signature below and shall expire five years from the commencement date. By signature below, the Signatory Agencies to this Agreement will follow the specific terms and conditions of this agreement while executing wildland fire management activities. By signature below, all signatories to this Agreement certify that the individuals (Agency Representatives, 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 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:

DocuSigned by:
Joe Tyler
CBDA1BA279214A1...

Date: 12/12/2025

2026-2031 CFEMA

Regional Director USDI National Park Service
Pacific West Region

**RANDOLPH
LAVASSEUR**

 Digitally signed by RANDOLPH
LAVASSEUR
Date: 2025.12.15 14:53:43 -08'00'

By:

Date:

Contracting Officer USDI National Park Service
Pacific West Region

By:

Date:

2026-2031 CFMA

Regional Director USDI Bureau of Indian Affairs
Pacific Regional Office

By: **RYAN
HUNTER** Digitally signed by
RYAN HUNTER
Date: 2025.12.19
15:59:45 -08'00'

Date:

Contracting Officer USDI Bureau of Indian Affairs
Pacific Regional Office

By: **JODI
ZACHARY** Digitally signed by JODI
ZACHARY
Date: 2025.12.19
14:52:46 -08'00'

Date:

Regional Director USDI Fish and Wildlife
Service Pacific Southwest Region

By: PAUL SOUZA  Digitally signed by PAUL SOUZA
Date: 2025.12.22 09:27:47 -08'00'

Date:

Incident Business Specialist
USDI Fish and Wildlife Service Pacific
Southwest Region

By: VERONIKA KLUKAS  Digitally signed by VERONIKA KLUKAS
Date: 2025.12.15 09:18:51 -08'00'

Date:

2026-2031 CFEMA

State Director USDI Bureau of Land Management
California State Office

By: **JOSEPH
STOUT**

Digitally signed by
JOSEPH STOUT
Date: 2025.12.15
07:09:48 -08'00'

Date:

Incident Business Specialist
USDI Bureau of Land Management California State Office

By:

Date:

2026-2031 CFMA

Jon K. Raby
State Director USDI Bureau of Land
Management Nevada State Office

By: **JON RABY** Digitally signed by JON
RABY
Date: 2025.12.15 11:32:09
-08'00'

Date: December 15, 2025

Contracting Officer USDI Bureau of Land
Management Nevada State Office

By:

Date:

2026-2031 CFMA

Regional Forester
USDA Forest Service Intermountain Region

By:  Digitally signed by
MICHIKO MARTIN
Date: 2026.01.10 07:51:59
-07'00'

Date:

Grants Management Specialist
USDA Forest Service Intermountain Region

By:

Date:

Special Agent in Charge Law Enforcement and
Investigates
USDA Forest Service Intermountain Region

By:

Date:

Regional Forester USDA Forest Service
Pacific Southwest Region

By: **JACQUELINE BUCHANAN** Digitally signed by
JACQUELINE BUCHANAN
Date: 2025.12.12 11:11:52
-08'00'

Date:

Grants Management Specialist
USDA Forest Service Pacific Southwest Region

By: **LOUISE EWEN** Digitally signed by
LOUISE EWEN
Date: 2025.12.12 08:59:35
-08'00'

Date: 12/12/2025

Special Agent in Charge Law Enforcement and
Investigates
USDA Forest Service Pacific Southwest Region

By:

Date:

EXHIBIT A
Principal Contacts

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

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

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

**Bureau of Land Management
Fire and Aviation Management**
2800 Cottage Way, Suite W1623
Sacramento, CA 95825
Phone: (916) 978-4430
FAX: (916) 978-4438

**National Park Service Branch of
Fire Management**
555 Battery Street Suite 122
San Francisco, CA 94104
Phone: (415) 623-2210
FAX: (415) 623-2383

**California Department of Forestry
And Fire Protection (CAL FIRE)
Cooperative Fire Protection Programs
State and Federal Agreements**
715 P Street
Sacramento, CA 95814
Phone: (916) 902-5136

**USDA Forest Service
Fire and Aviation Management**
1323 Club Drive
Vallejo, CA 94592 1416
Phone: (707) 562-8794
FAX: (707) 562-9048

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

EXHIBIT B
CFMA Operating Plan (AOP) Template

The Annual Operating Plan (AOP) will document procedures and criteria for Agency Administrators to specify direction, authority, and financial management guidelines to Incident Commanders. The Operating Plan is a key piece of the CFMA. Include all specific items that may impact operations and relationships at the field unit level. Consider the following:

- Identification of agency administrators and those responsible for decision-making before, during, and after incidents
- Delegation of authority for all agencies owning/administering lands affected by wildland fire. There will be a separate Delegation of Authority for the current incident when a jurisdictional agency requests an Incident Management Team,
- Expectations for WFDSS decision making, who is included in the WFDSS process
- DPA – expectations for border/incidents
- Expectations for sharing information on resource availability, surge capacity, and use, including how the CAL FIRE and Federal Agencies will utilize the closest forces concept
- Move up and cover expectations, including defining mission and support to move up and cover resources
- More specific expectations on fire notifications, accident or incident within an incident
- Notifications: who to notify, how, and when
- How investigations or learning opportunities will be handled for accidents or an incident within an incident
- Use and sharing of facilities, including maintenance and replacement
- Use and sharing of communication systems, including console repair and replacement, telephonic systems, radio vaults, repeater sites, etc.
- Ensuring parties signatory to this annual operating plan are well versed in DPA, resource ordering procedures, utilization of other agreements (such as mobilization agreements and land use agreements) and when working with agencies not signatory to this agreement
- Other than full suppression opportunities on Federal lands
- Cost share/invoicing and billing

The annual operating plan is to be reviewed annually, in a face-to-face meeting, and documented by the signatures on the cover page. This meeting will include all participating agencies to address the previous fire year as well as potential issues or concerns outlined in the Annual Operating Plan. The Operating Plan may be updated at any time with the concurrence of the signatory partners to the Operating Plan.

California Cooperative Fire Management Agreement

ANNUAL OPERATING PLAN



R5 FS Agreement No.
CAL FIRE Agreement No.
BLM Agreement No.
FWS Agreement No.
NPS Agreement No.
BIA Agreement No.

ANNUAL REVIEW and UPDATE

CAL FIRE _____

Forest Service _____

Bureau of Land Management _____

Bureau of Indian Affairs _____

National Park Service _____

Fish and Wildlife Service _____

**California Cooperative Fire Management Agreement
Annual Operating Plan**

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California Cooperative Fire Management Agreement Annual Operating Plan

- Bulleted red font is descriptive [Delete prior to submission]

I. IDENTIFICATION

- Identify all participating agencies entering into this AOP

This operating plan is between the California Department of Forestry and Fire Protection (CAL FIRE), and xxx agencies (identifying specific units).

II. AUTHORITY

- Units only need to address the CFMA as the authority for this AOP.

This Operating Plan is required by the California Master Cooperative Wildland Fire Management and Stafford Act Response Agreement (CFMA), herein after called the Agreement, between CAL FIRE and Federal Agencies dated March 2018. This plan shall be attached to and become part of the Agreement upon signature of all the parties and shall be reviewed annually not later than May of each year.

Each agency will address their specific policy as it relates to operations under this plan and agreement.

III. PURPOSE

This Operating Plan provides the officers and employees of the agency's guidelines and information necessary to properly execute the terms of the Agreement.

IV. DELINEATION AND DESCRIPTION OF FIRE PROTECTION ELEMENTS

A. Protection Units:

- Identify units covered within this AOP

The Direct Protection Areas (DPA) of the following protection units are covered by this plan:

1. XXXXX District BLM
 - a. XXX- Field Office (XXD)
2. XXXX National Park (XNP)
3. XXX National Forest (XNF)
4. XXX National Wildlife Refuges and Hatcheries (XXR)
5. XXX Unit (XXU)
6. XXX Bureau of Indian Affairs

B. Direct Protection Area:

- Implement Recital 8, Recital 21, and Exhibit E

CAL FIRE and Federal Agencies have agreed to exchange wildfire protection responsibility for lands under their jurisdiction.

DPA boundaries will be established through mutual consent. Boundaries will be delineated on a GIS layer. Link to the DPA maps: [California Wildland Fire Coordinating Group \(nifc.gov\)](https://www.nifc.gov) <https://gacc.nifc.gov/oscc/cwcq/gis.php>

DPA will be reevaluated during preparation of each AOP and field review. When the need to change the DPA is identified, the affected local unit will recommend such change for review and approval by the Agency Administrators.

Protection area and MTZs are reviewed annually and are approved by CFMA Committee. All approvals are documented on the official authoritative data layer. The authoritative data layer needs to be updated annually in the CAD system.

C. Mutual Threat Zone and Closest Forces Concept:

- Implement Recitals 22 A, 33, and 37.
- If an agency is unable to provide mutual aid, other alternatives may be utilized; address those here.
- Aviation and non-reciprocal equipment will be Reimbursable Fire Assistance / Assistance By Hire (ABH). All other resources will follow mutual aid processes and minimum billing practices.
- Protection Agencies will coordinate their responses by utilizing the “closest forces” concept for all initial attack fires.
- Agree to MTZ distance and add to authoritative data layer on the interagency map.

D. Move-Up and Cover and Agency Assist:

- Implement CFMA Recital 34.

If agreed to by the supporting agency, all ground resources may be used for move-up and cover assignments utilizing Mutual Aid. Otherwise, move-up and cover assignments will be on a Reimbursable Fire Assistance (assistance by hire) basis. Move-up and cover resources may be ordered directly between CAL FIRE and Federal agencies. The requesting agency should provide vehicle fuel, minor maintenance, and lodging at no cost to the supporting agency.

E. Special Management Considerations:

- Describe agency-specific considerations in this section.

Special Management Areas where restrictions on normal suppression methods apply include such areas as Federal Wilderness Areas, Wilderness Study Areas, Federal Wild and Scenic Rivers, Areas of Critical Environmental Concern, Designated Critical Habitat for Threatened and Endangered Species, sensitive cultural sites, botanical areas and areas with naturally occurring asbestos. In most of these areas, the use of heavy equipment shall be considered, in a coordinated effort, except in situations where life and property are directly threatened. The use of dozers in Wilderness and/or Wilderness Study Areas requires authorization from the authorized Federal Agency Administrator.

It is essential to request an Agency Representative and Resource Advisor from the jurisdictional agency to advise the protecting agency regarding specific modified suppression necessary in these areas.

Specific objectives for protection of sensitive resources will be included in Wildland Fire Decision Support System (WFDSS) analyses and the Incident Commander will incorporate special management considerations into the incident planning process.

A list and map of Special Management Areas is included in Addendum XX. The jurisdictional agency will provide necessary instructions for suppression and other wildland fire management actions in a supplement to this operating plan. The supplement and more detailed maps of Special Management Areas will be provided to all command centers and to appropriate local suppression units.

The jurisdictional agency will provide necessary information for fire management actions in a supplement to this operating plan for the following areas as applicable:

1. Wilderness Areas
2. Wild and Scenic Rivers
3. Research Natural Areas
4. Wilderness Study Areas
5. Cultural, Heritage, and Archeological Areas
6. Roadless Areas
7. Communities/Structures
8. Threatened and Endangered Species
9. State Parks with SRA located within Federal DPA
10. Other areas identified in land management planning documents or otherwise requiring special procedures.

F. Non-Wildland Fire Emergencies:

- Reference Recital 11 and specific agency policy.

For non-wildland fire emergency response, CAL FIRE and Federal Agencies will adhere to their specific agency policy.

G. Fire Suppression Repair:

Fire suppression repair (e.g., spreading of dozer berms, installation of water bars, minor road repairs, etc.) will normally be done by the protection agency with oversight from the jurisdictional agency. Protecting and Jurisdictional Agencies will develop written suppression repair plans when required. Rehabilitation beyond the approved suppression repair plan will be the responsibility of the landowner. Each agency is responsible for their own costs unless specified and agreed otherwise.

H. Suppression Policy:

For all fires on SRA lands within federal Direct Protection Areas and on federal lands in State Direct Protection Areas, the basic initial attack objective will be to control the fire at 10 acres or less.

For all fires on FRA lands, within State Direct Protection Areas, and federal lands in federal direct protection area, the basic initial attack objective will be to suppress all fires at the smallest size possible.

If Special Management Areas are identified locally, then unique suppression objectives need to be articulated to guide specific suppression actions.

V. FIRE PROTECTION ORGANIZATION

- This section will describe resources from the agencies within this AOP
The fire protection organization includes prevention, detection, ground and air attack units, supervisory personnel, drawdown levels and other cooperating agencies.
Identify the following:

Forest Service Manual (FSM) -- 5135.02 Objective. To support within our authority, State, Tribal, and local agencies in a coordinated, effective wildfire response. The Agency policy on response actions for structure fire extinguishment, fire response in the wildland urban interface and non-wildfire incidents is based on the premise that other Departments and agencies must fulfill their primary roles and responsibilities on lands that are outside Federal jurisdiction. Structure firefighting and primary non-fire emergency response is outside the scope of standard Agency wildfire firefighting training. (issued 7/15/2020)

A. Resources

B. Location

C. Anticipated activation period

D. Staffing levels

E. Organization

Narrative of organizational changes from previous year, whether temporary or permanent

F. Cooperation

Identify how the cooperators will share expertise, training, and information on items such as prevention, investigation, safety, and training

VI. QUALIFICATIONS/MINIMUM REQUIREMENTS

- Reference Recital 14

VII. MAPS

The Final Geospatial database indicating land ownership will be used to display the information required in this Operating Plan. Each jurisdictional agency will keep these maps on file and held at each GACC and Emergency Command Center. The following items shall be shown on each map according to the attached standard legend:

- A. Protection Boundary (DPA)
- B. Mutual Threat Zone (MTZ)
- C. Protection Agency Facilities
- D. Administrative Boundaries
- E. Special Management Areas with approved suppression plans.

VIII. OPERATING PROCEDURES

A. Notification and Reports:

- Reference Recital 35

Notification of fires burning or threatening the lands of another agency will immediately be made by the protecting agency once the location of the fire is verified by calling the 24-hour phone number shown in the Administrative Listing (see page xxx).

A copy of the fire report for fires on SRA within federal direct protection will be sent to the appropriate CAL FIRE Unit.

A copy of the fire report for fires on federal lands within state direct protection will be sent to the appropriate federal district/forest/park office.

Completed fire reports will be provided as soon as possible following the protecting agency's policy on time frames for report completion.

B. Mutual Dispatch Area Revisions or Establishment of IA Dispatch Needs:

The preplanned initial attack responses will be reviewed annually prior to fire season and revised as necessary to assure immediate coordinated response of the closest available resources for initial attack. Dispatch levels will be determined using the most recently calculated level of the protecting agency.

C. Response Coordination:

- Implement Recitals 36 and 37
- Reference Recitals 38 and 39

The guidelines for incident response should be followed to coordinate initial attack response between the agencies signatory to this agreement:

1. The unit receiving the first report of the incident will immediately notify the other agency, giving:
 - a) Response area designator
 - b) Descriptive location
 - c) Legal location, or latitude and longitude
 - d) Aircraft radio frequency and contact
 - e) Ground radio frequency and contact
 - f) Responding resources
2. Incident Information: Incident information requests are to be referred to the protecting agency for single responsibility incidents. For joint responsibility incidents, appropriate unit line officers will jointly determine the need and procedures for operation of joint incident information centers. The participating agencies will attempt to reach agreement on origin and cause before release of fire cause information, or initiation of civil or criminal actions.

3. Each agency will dispatch its closest available resources according to the preplanned response criteria. Dispatchers of cooperating protection agencies should keep each other advised of the status of initial attack resources.
4. Any additional information obtained about the fire will be immediately shared with the other agency.
5. Once the location is determined, the protecting agency dispatcher will take over all coordination with the Incident Commander; determine the resource need; and pick up the resources needed from the other agency on the protecting agency's Order Number. All subsequent ordering shall be done against the Order Number of the agency in whose Direct Protection Area the fire originated. See Recital 36 of CFMA.

D. Reimbursable Fire Assistance (Assistance by Hire) Resource Order Process Beyond IA:

All requests for fire suppression resources must be clear and precise (i.e. state the numbers and types of resources needed, the resource mission or assignment, and processed and recorded through appropriate channels with appropriate approvals. This is necessary for financial attribution. Preplanned initial attack ordering will be as per Section IV. Part C. Mutual Threat Zone and Closest Forces Concept, above.

E. Agency Representatives:

It is mutually agreed that any agency providing resources may, at its own discretion, request an agency representative who will be ordered and paid for by the Protecting Agency. Any support staff required by an agency administrator representative will be mutually agreed to and ordered by the Protecting Agency or will be considered a voluntary contribution.

An agency with jurisdictional interest, but not providing resources may, at its discretion, send an agency representative who will be considered a voluntary contribution.

F. Interagency Sharing of Communications Systems and Frequencies:

- **Reference CFMA Recital 50**

A Cooperative Radio Frequency Plan specifying the radio frequencies available for shared use and any appropriate guidelines or restrictions for such use is attached (Appendix XX). Each responsible dispatch office shall retain control of, police the use of, and allocate frequency use as necessary.

In mutual aid situations, a common designated radio frequency identified in the AOP should be used for incident communications. All incident resources should utilize and monitor this frequency for incident information, tactical use, and changes in weather conditions or other emergency situations. See Appendix XX Cooperative Radio Frequency Plan.

G. Move-up and Cover Stations:

- A Cover Crew Guide should be available at each station and contain enough information to allow an outside resource to effectively operate in that facility.
- Address that there may be times when cooperators are involved in emergency operations and unable to provide mutual aid. In this case other cooperators may be contacted for assistance.

H. Shared Equipment Facilities and Services:

- Implement Recitals 18 and 46

Authorization and conditions for the use of shared equipment, facilities, or services will be jointly developed.

I. Wildland Fire Decision Support System:

- Reference Recital 40

Wildland Fire Decision Support System (WFDSS) entry is required whenever a wildland fire is on or threatening federal lands if a fire exceeds initial attack or is being managed for multiple objectives including resource benefit. It is the responsibility of the appropriate federal line officer/manager or Agency Administrator (or designee) to ensure inclusion of all federal partners affected to complete and document the WFDSS decision. It is the responsibility of the Incident Commander (or designee) to participate in the WFDSS decision process and to develop an achievable WFDSS decision, and to use the WFDSS decision in developing the Incident Action Plan. The final responsibility for implementation of safe appropriate strategy and tactics rests with the Incident Commander.

https://wfdss.usgs.gov/wfdss_proto/faces/jsp/login/WFDSSLogin.jsp

J. Reimbursement and Compensation

- Reference Exhibit C and Exhibit K

IX. FIRE PREVENTION ACTIVITIES

A. General Cooperative Activities:

- Reference Exhibit H

All protection agencies will, to the extent possible, provide fire prevention programs, inspections, and enforcement as necessary to adequately address the fire situations in their Direct Protection Areas. In addition, agencies are encouraged to undertake joint prevention activities in areas of mutual interest whenever practical.

Fire prevention activities include enforcement of fire laws, preservation of evidence, burning and campfire issuance, restrictions and closures, and fire safe planning. For determination of cause completion, the protection agency will abide by their agency's policies and procedures.

B. Information and Education:

1. Fire Danger Operations: The protection agencies will advise each other of increased fire danger and will coordinate activities, including patrols, as necessary to avoid any duplication of effort or public confusion.

2. **Joint Press Releases:** Protection agencies should develop joint press releases on cooperative fire protection issues to ensure that the interests of all affected agencies are adequately addressed.
3. **Smokey Bear Program (USFS):** Protection agencies should cooperate in the coordinated delivery of Smokey Bear program in direct protection areas as well as areas close to the boundaries.
4. **Local Educational Program:** The use of interagency teams to conduct local educational programs is encouraged to facilitate improved public knowledge of the mission and responsibilities of all the cooperating agencies especially in direct protection areas.
5. **Fire Prevention Signs:** Coordination and placement of fire prevention signs should be used in order to prevent duplication of effort or sending of mixed messages. This is especially important for fire danger rating signs.

C. Engineering:

- A. **Railroads and Utilities:** Where railroad or utility lines cross the protection boundary, the adjacent protection units should coordinate their inspections and contacts with the companies to achieve consistency in application of laws and regulations whenever possible.
- B. **Fire Prevention Inspections:** Reference Exhibit H.

D. Enforcement:

1. **Burn Permits:**

Jurisdictional Agencies will issue burn permits with notification to the protecting agency.

CAL FIRE and Federal officers issuing permits will coordinate the issuance of permits with the cooperative agency whenever appropriate.

The suspension of burning permits on SRA lands is governed by state law and will be coordinated with adjacent protection units by the CAL FIRE Unit Chief. Federal Protection Agencies desiring burning permit suspensions for SRA lands within their direct protection area shall route their requests to the CAL FIRE Unit Chief.

2. **Project Burning:**

Permits issued for prescribed fire projects as a means of converting brush lands into forage lands, which has as its objective prevention of high intensity wildland fires, watershed management, range improvement, vegetation management, forest improvement or wildlife habitat improvement will be coordinated between the CAL FIRE and Federal Agencies.

3. **Timber Harvest Plans/Timber Sales:**

The jurisdictional agency will notify the appropriate federal protection unit whenever a Timber Harvest Plan is implemented or Timber Sale is awarded in direct protection areas.

4. **Campfire Permits:**

CAL FIRE personnel may issue permits for campfire and dooryard burning on federal lands for which they have Direct Protection Authority. CAL FIRE personnel may issue permits for other federal lands only with permission of the appropriate federal line officer.

5. **Restrictions and Closures:**

When agency plans, activates, or deactivates any suspension, closure, or restriction, the adjacent protection agency will be consulted and a copy of the notice immediately provided. Federal restrictions and closures will not affect SRA lands within federal direct protection areas.

6. **Fire Origin and Cause Determinations:**

Authorized and qualified Federal agency personnel may conduct an origin and cause determination of any wildfire originating in federal DPA. CAL FIRE personnel may conduct an origin and cause determination of any wildfire originating in state DPA. Agency personnel (administrators) may decide that a joint investigation under Unified Command is appropriate.

X. GENERAL PROVISIONS

A. Organizational Changes:

If during the effective period of this Operating Plan, any agency has an organizational change, that could significantly modify the provisions of this plan, a revision to the plan will be jointly communicated.

B. Changes During the Year:

Any long term change in the fire protection organizations which will directly affect the protection level of lands assigned to the direct protection of another unit under this Operating Plan must be communicated to the affected agencies. Discussions of potential changes should be initiated at the protection unit level and then referred to the next higher organizational level for approval or resolution.

C. Agency Reviews and Investigations:

- Implement Recital 58.
- Describe process for conducting agency specific reviews and or investigations

D. Information Exchange:

In order to encourage the resolution of issues associated with the Agreement or this Operating Plan at the lowest possible organizational level, the local CAL FIRE Unit office will be designated as the primary contact for the Federal entities.

E. Interagency Training:

Interagency training activities can be mutually beneficial and agencies are encouraged to:

1. Participate in shared local level training at each other's facilities on an ongoing basis.
2. Allocate available slots in appropriate formalized training sessions for personnel of the other agencies.
3. Utilize instructors from the other agencies when they are available.

XI. COOPERATING AGENCY CONTACT LISTINGS

- List the agency contacts below: name, address, phone, email
- The person listed is the primary manager of the details of this AOP; example is Unit Fire Management Officer

- A. **USDI Bureau of Land Management**
- B. **USDI National Park Service**
- C. **USDI Bureau of Indian Affairs**
- D. **USDI Fish and Wildlife Service**
- E. **USDA Forest Service**
- F. **California Department of Forestry and Fire Protection**

XII. AGENCY ADMINISTRATOR OR DESIGNEE SIGNATURES

This 20XX Operating Plan has been approved by the following agency administrators and authorized to be attached to the California Cooperative Fire Management Agreement and Stafford Act Response Agreement (CFMA).

XXX District Date
Bureau of Land Management

XXX Field Office Date
Bureau of Land Management

XXX National Forest Date

XXX National Park Date

XXX National Wildlife Refuge Complex Date

XXX Bureau of Indian Affairs Date

XXX Unit Date
California Department of Forestry & Fire Protection

2026-2031 CFMA

Potential Appendix Items:

Cooperative Radio Frequency Plan

Special Management Area descriptions and maps

Resource Listings by unit

Other supporting documentation or local SOPs

2026-2031 CFMA

**California Cooperative Fire Management Agreement
Annual Operating Plan
Expectations for the Protection of State Responsibility Areas**



CAL FIRE protects private lands from wildfires (the land of others). Every acre has value and is important to someone.

Our goal is to suppress 95% of fires at 10 acres or less, by taking safe and aggressive fire suppression actions.

CAL FIRE expectations for fires burning on or threatening lands designated as State Responsibility Area (SRA) within the Federal Direct Protection Area (DPA) are as follows:

- The priorities are life safety, property, and the environment.
- All SRA fires are "full suppression" fires. The intent is to minimize the footprint of the fire which will minimize the cumulative risk to firefighters, limit the damage to personal property, lessen the negative impact to the environment, and reduce the cost incurred by the agency.
- Plan and order appropriately. Order the right number and the right type of resources. Use them in the right place, at the right time, and for the right duration.
- Be flexible with tactics to ensure success. Direct Attack should be emphasized and utilized when it is safe and practical to do so. The safest fire is the one that is contained.
- Take advantage of periods of reduced fire activity at night by appropriately staffing to meet suppression objectives.
- Verify that incident objectives are being met. This includes validating containment lines to ensure appropriate fire line construction, removal of snags, and adequate mop-up operations. Hold onto the gains made on the ground.
- Limit the use of firing operations. Firing operations will have a written plan that includes current and predicted weather, starting and stopping points, and appropriate holding resources.
- All new fires within SRA will be investigated to determine origin and cause.
- Evaluate risk and eliminate or minimize it. Transferring risk to others is not appropriate without full disclosure and their acceptance of that risk.
- Communicate early, often, and openly. Ensure information reaches the people who need it.
- Landowners have a right to protect their land and know it the best, involve them when planning strategies and deciding on tactics. Keep them respectfully informed.

We will be successful by working together towards a common suppression goal.

Appendix XX COOPERATIVE RADIO FREQUENCY PLAN

In accordance with this agreement, this Operating Plan provides for the shared use of radio frequencies in land mobile, base, portable, and aircraft applications according to the following guidelines:

Initial Attack Mutual Aid Radio Frequencies: XXX units (i.e. NPS, BLM, USFS, USFWS, BIA, and CAL FIRE) air and ground units may jointly utilize the designated radio frequencies of the other agency as assigned by the protecting agency dispatch center to coordinate initial attack response and fire management efforts.

Incident Specific Radio Frequencies: NPS, BLM, USFS, USFWS, BIA, and CAL FIRE air and ground units assigned to an emergency incident may operate on any frequency assigned as a command, tactical, air coordination, or support net as instructed by the Incident Commander or responsible agency dispatch center.

Training Exercises: NPS, BLM, USFS, USFWS, BIA, and CAL FIRE may use each other's designated radio frequencies when use is in conjunction with joint training exercises.

Special Situations: When a special non-fire situation warrants the use of a frequency by the other agency, requests for authorization will be made through the responsible agency dispatch office to the appropriate district, zone, and/or region. The authorizing office will maintain appropriate documentation of frequency, location, date, time and circumstances involved.

Definitions:

Radio Frequency: Listed numerically in Megahertz (MHZ)

Identification (ID): Name given to a specific frequency by the National Telecommunication and Information Administration.

Operational (Ops) Control: The XX units (i.e. NPS Region/Park, BLM District/Field, FS National Forest/Zone/FWS Refuge or CAL FIRE Unit/Area) authorized to allow cooperative use of a designated radio frequency.

Operational (Ops) Area: The geographic area within which use of a designated frequency is authorized.

Coordination Contact: Another agency or organizational level that must be contacted before designating a frequency for use in an operational area.

INSERT FREQUENCIES, FX ID, OPS CONTROL, COORDINATION CONTACT, AND OPERATIONS AREA HERE.

EXHIBIT C

Cost Sharing and Cost Share Agreement Templates

General Cost Sharing

A cost share agreement will be prepared when there is a multi-jurisdictional incident with a single or unified command and a decision has been made to share resources among jurisdictional agencies or an incident threatens to burn across DPAs of CAL FIRE and Federal Agencies and the Mutual Aid period has been exceeded. CAL FIRE and Federal Agencies also agree to jointly share the cost of incident support and coordination operations when and where appropriate (see Incident Support and Coordination below).

ALL METHODS REQUIRE THE RESULTS TO BE DOCUMENTED IN A COST SHARE AGREEMENT THAT IS INCIDENT SPECIFIC.

The complexity and circumstances of each incident will dictate the method used, and the simplicity or complexity of each agreement. The cost share agreement identifies the jurisdictional parties, outlines the financial responsibility for the shareable costs of the incident and is signed by the delegated agency representative or line officer. Included below is the format and language used to develop a cost share agreement.

When assigned, Incident Management Teams will be expected to support the cost share agreement process, including participating in decision making, oversight and providing incident information and documents to support the agreement. Agency Administrator and/or Agency Representative is the incident authority related to cost share decision making. Cost share settlement meetings will be conducted in accordance with "Exhibit J, Cooperative Incident Billing Procedures."

Five methodologies are authorized for sharing costs for fires with multi-or single jurisdictional responsibility. These methods include (but shall not be mixed):

1. **Non-Billable** – Costs for the incident will not be shared and documented as such when any of the financially-responsible agencies involved request it. No related invoicing will occur.
2. **Initial Attack** – During initial attack, resources are dispatched per established Annual Operating Plans to multi-jurisdictional fire. The fire is controlled with initial attack resources and agency administrators/representatives may agree to share cost for resources typically not covered under mutual aid, such as aircraft, within the initial 24-hour response period. Cost share agreement may be needed if the incident goes beyond the Mutual Aid/Initial Attack period as specified in the local agreement.
3. **You Order You Pay** – Under YOYP, each agency is financially responsible for the resources they order, regardless of where they are used on the incident. This does not preclude the operational sharing of resources. If there is a negotiated deviation for specific resources ordered, financial responsibility should be specified in an expressed clause in the agreement.
4. **Acres Burned** – Costs are shared based on the acreage percentage of the fire within an agency's DPA. This method is used when agencies' responsibilities, objectives, and suppression costs are similar.

5. **Cost Apportionment** – Costs are shared based on the suppression effort expended to protect each agency’s DPA, including the threat to another agency’s DPA. This is a more complex system for identifying agency cost share and will require specific knowledge, trained personnel and skills to facilitate (see discussion on technical specialists below).

Cost Apportionment Methodology – Further Explanation

The cost apportionment process is a more complex method to equitably share costs of an incident. This process is typically used in situations where there is extensive mobility of resources across protection boundaries.

Although more complex and time consuming, the cost apportionment process seeks to achieve cost sharing through an equitable process that takes into consideration the effort that was expended to meet incident objectives. The process develops agency percentages of daily incident costs. These percentages are driven by a value or cost of direct resources (e.g., crews, engines, helicopters, air tankers, retardant) used per operational period.

- Pre-determined values are used for direct ground resources and actual costs are used for direct aviation resources. These values are developed by the California Interagency Incident Business Committee (CIBC).
- Resources allocation is validated and shared based upon assignment in the Incident Action Plan or actual use.
- Resource allocation and related percentages are documented on a daily basis and approved by the Incident Commander(s) or other designated incident agency personnel.
- Support costs (overhead team, landing fees, aircraft standby, land-use agreements, showers and personal care equipment, caterers, i.e. all non-suppression resources) are shared proportionally to the direct costs at the time of the final settlement.
- Final cost apportionment percentages identified in the cost share agreement are applied to each agency’s final cost package. Final cost packages are developed per Exhibit J – Cooperative Incident Billing Procedures. (See settlement process in Exhibit J, Section 7).

To maintain the integrity of the methodology, cost apportionment must be run from the start of initial attack until the agencies determine to stop accumulating costs on the incident. Generally, the need to continue the cost apportionment process collection effort will exist until the incident is down to local unit resources.

The cost apportionment methodology is labor intensive and requires a cost apportionment team comprised of technical specialists to oversee the development of the cost share agreement. These team members can include but do not require interagency representatives. Their role is to advise incident commanders, agency representatives and line officers on the process.

As soon as a decision is made to use the cost apportionment method, an order should be placed for the technical specialist team. These positions are assigned to the incident and typically report to the Finance Section Chief and/or agency administrators.

NON-BILLABLE AGREEMENT for the 'INCIDENT NAME' FIRE

This non-billable agreement between (enter federal agency name[s]) and State of California Department of Forestry and Fire Protection (CAL FIRE) was prepared under the following guidelines:

1. In accordance with the "California Master Cooperative Wildland Fire Management and Stafford Act Response Agreement" between the USDA Forest Service, USDI Bureau of Land Management, USDI National Park Service, USDI Fish and Wildlife Service, USDI Bureau of Indian Affairs, and CAL FIRE.

[ANY ADDITIONAL AGREEMENTS SHOULD BE INSERTED HERE DO NOT REMOVE OR EDIT]

2. All costs originating from resource orders placed by and for the incident that can be reasonably obtained and estimated for the incident will not be shared as mutually agreed by the incident commanders, agency representative or line officers representing each agency for this agreement. No related invoicing will occur.

Printed Name
Name Agency

Printed Name
State of California, Department Forestry
and Fire Protection

Signature, Agency Representative

Signature, Agency Representative

Mailing Address:

Mailing Address:

Telephone:

Telephone:

Date of this finalized agreement: _____

Contacts are:

Name

Agency

Address

Telephone

Attachments will follow, if applicable

APPENDIX C-2
TEMPLATE – Initial Attack Agreement

COST SHARE AGREEMENT for the 'INCIDENT NAME' FIRE

FEDERAL AGENCY NAME

And

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

And

XXX {AS APPLICABLE – DELETE IF NOT NEEDED}

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

INCIDENT NAME:

INCIDENT NUMBER BY AGENCY: **XXXX (ADD THE FEDERAL P CODE AS APPLICABLE)**

INCIDENT START DATE AND TIME:

JURISDICTIONS:

INCIDENT CAUSE:

COMMAND STRUCTURE:

COST SHARE PERIOD: Start:
 End:

COST SHARE METHODOLOGY: **INITIAL ATTACK**

INCIDENT COMMANDER:

INCIDENT COMMANDER:

AGENCY REPRESENTATIVE:

AGENCY REPRESENTATIVE:

UNIFIED ORDERING POINT:

Agency Representatives participating in development of this cost share agreement.

Name, Agency

Name, Agency

Name, Agency

Name, Agency

COST SHARE AGREEMENT for the 'INCIDENT NAME' FIRE

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

1. In accordance with the "California Master Cooperative Wildland Fire Management and Stafford Act Response Agreement" between the USDA Forest Service, USDI Bureau of Land Management, USDI National Park Service, USDI Fish and Wildlife Service, USDI Bureau of Indian Affairs, and CAL FIRE.

**[ANY ADDITIONAL AGREEMENTS SHOULD BE INSERTED HERE AS APPLICABLE
DELETE IF NOT NEEDED]**

2. All costs originating from orders placed by and for the incident that can be reasonably obtained and estimated for the cost share period will be included in this agreement and will be shared on the basis of the incident commanders, agency representatives or line officers mutual agreement.
3. Costs for non-expendable property purchases by each agency will be charged direct to that agency and will not be shared.
4. Costs incurred by cooperators not engaged in joint fire suppression activities will not be included as a part of this cost share agreement.
5. Agency specific costs will not be shared.
6. Responsibility for tort claim costs or compensation for injury costs will not be a part of this agreement. Responsibility for these costs will be determined outside of this agreement.
7. Non-suppression rehabilitation costs are the responsibility of the jurisdictional agency and will not be shared.
8. The following agencies will be responsible for collecting actual cost/expenditure data that will make up the final package of shareable costs.

COST SOURCES

RESPONSIBLE AGENCY

Federal Agency
State Agency

Agency Name (e.g., USFS - Six Rivers NF)
CAL FIRE – (e.g., Humboldt RU)

9. Within 10 months the parties to this agreement will meet to determine the total costs of each agency. Agency cost packages will be developed per the *Cooperative Incident Billing Procedures*. The agency whose total actual costs exceed their proportional share of the overall incident final costs as determined within this agreement will bill the other agency. The billing, when paid, will result in each agency sharing overall incident costs as herein agreed.

COST SHARE AGREEMENT for the 'INCIDENT NAME' FIRE

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

11. [ADD CLAUSE/S AS APPLICABLE – DELETE IF NOT NEEDED]

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

Printed Name
Name Agency

Printed Name
State of California, Department Forestry
and Fire Protection

Signature, Agency Representative

Signature, Agency Representative

Mailing Address:

Mailing Address:

Telephone:

Telephone:

Date of this finalized agreement: _____

Contacts are:

Name
Agency
Address
Telephone

Attachments **[LIST ATTACHMENTS i.e., ATTACHMENT A, MAPS, etc.) AS APPLICABLE – DELETE IF NOT NEEDED]**

APPENDIX C-3
TEMPLATE – You Order You Pay Agreement

COST SHARE AGREEMENT for the 'INCIDENT NAME' FIRE

FEDERAL AGENCY NAME

And

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

And

XXX {AS APPLICABLE – DELETE IF NOT NEEDED}

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

INCIDENT NAME:

INCIDENT NUMBER BY AGENCY: **XXXX (ADD THE FEDERAL P CODE AS APPLICABLE)**

INCIDENT START DATE AND TIME:

JURISDICTIONS:

INCIDENT CAUSE:

COMMAND STRUCTURE:

COST SHARE PERIOD: Start:
 End:

COST SHARE METHODOLOGY: **YOU ORDER YOU PAY**

INCIDENT COMMANDER:
INCIDENT COMMANDER:

AGENCY REPRESENTATIVE:
AGENCY REPRESENTATIVE:

UNIFIED ORDERING POINT:

Agency Representatives participating in development of this cost share agreement.
Name, Agency
Name, Agency
Name, Agency

COST SHARE AGREEMENT for the 'INCIDENT NAME' FIRE

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

1. In accordance with the "California Master Cooperative Wildland Fire Management and Stafford Act Response Agreement" between the USDA Forest Service, USDI Bureau of Land Management, USDI National Park Service, USDI Fish and Wildlife Service, USDI Bureau of Indian Affairs, and CAL FIRE.

[ANY ADDITIONAL AGREEMENTS SHOULD BE INSERTED HERE AS APPLICABLE DELETE IF NOT NEEDED]

2. All costs originating from orders placed by and for the incident that can be reasonably obtained and estimated for the cost share period will be included in this agreement and will be shared on the basis of the incident commanders, agency representatives or line officers mutual agreement.
3. Costs for non-expendable property purchases by each agency will be charged direct to that agency and will not be shared.
4. Costs incurred by cooperators not engaged in joint fire suppression activities will not be included as a part of this cost share agreement.
5. Agency specific costs will not be shared.
6. Responsibility for tort claim costs or compensation for injury costs will not be a part of this agreement. Responsibility for these costs will be determined outside of this agreement.
7. Non-suppression rehabilitation costs are the responsibility of the jurisdictional agency and will not be shared.
8. An administrative charge, the pre-established percentage set by each agency, will be applied pursuant to agency policy by the agency issuing the settlement billing for the net amount owed.
9. **[ADD CLAUSE/S FOR ANY SPECIFIC INCIDENT COST SHARING TERMS AS APPLICABLE i.e., XXX/AGENCY ACCEPTS FINANCIAL RESPONSIBILITY FOR XXXXX BLOCK OF RESOURCE ORDERS, XXX/AGENCY ACCEPTS FINANCIAL RESPONSIBILTY FOR ALL FIXED WING AND ASSOCIATED SUPPORT COSTS, ETC. – DELETE IF NOT NEEDED]**

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

Printed Name
Printed Name Agency

Printed Name
State of California, Department
Forestry and Fire Protection

Signature, Agency Representative

Signature, Agency Representative

COST SHARE AGREEMENT for the 'INCIDENT NAME' FIRE

Mailing Address:

Mailing Address:

Telephone:

Telephone:

Date of this finalized agreement: _____

Contacts are:

Name

Agency

Address

Telephone

Attachments **[LIST ATTACHMENTS i.e., ATTACHMENT A, MAPS, etc.) AS APPLICABLE – DELETE IF NOT NEEDED]**

2026-2031 CEMA

APPENDIX C-4
TEMPLATE – Acres Burned Agreement

COST SHARE AGREEMENT for the 'INCIDENT NAME' FIRE

FEDERAL AGENCY NAME

And

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

And

XXX {AS APPLICABLE – DELETE IF NOT NEEDED

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

INCIDENT NAME:

INCIDENT NUMBER BY AGENCY: **XXXX (ADD THE FEDERAL P CODE AS APPLICABLE)**

INCIDENT START DATE AND TIME:

JURISDICTIONS:

INCIDENT CAUSE:

COMMAND STRUCTURE:

COST SHARE METHODOLOGY: **ACRES BURNED**

COST SHARE PERIOD: Start:
 End:

INCIDENT COMMANDER:

INCIDENT COMMANDER:

AGENCY REPRESENTATIVE:

AGENCY REPRESENTATIVE:

UNIFIED ORDERING POINT:

Agency Representatives participating in development of this cost share agreement.

Name, Agency

Name, Agency

COST SHARE AGREEMENT for the 'INCIDENT NAME' FIRE

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

1. In accordance with the "California Master Cooperative Wildland Fire Management and Stafford Act Response Agreement" between the USDA Forest Service, USDI Bureau of Land Management, USDI National Park Service, USDI Fish and Wildlife Service, USDI Bureau of Indian Affairs, and CAL FIRE.

[ANY ADDITIONAL AGREEMENTS SHOULD BE INSERTED HERE AS APPLICABLE DELETE IF NOT NEEDED]

2. All costs originating from orders placed by and for the incident that can be reasonably obtained and estimated for the cost share period will be included in this agreement and will be shared on the basis of the incident commanders, agency representatives or line officers mutual agreement.
3. Costs for non-expendable property purchases by each agency will be charged direct to that agency and will not be shared.
4. Costs incurred by cooperators not engaged in joint fire suppression activities will not be included as a part of this cost share agreement.
5. Agency specific costs will not be shared.
6. Responsibility for tort claim costs or compensation for injury costs will not be a part of this agreement. Responsibility for these costs will be determined outside of this agreement.
7. Non-suppression rehabilitation costs are the responsibility of the jurisdictional agency and will not be shared.
8. In accordance with the attached documentation, it is hereby agreed that the cost sharing of this incident will be:

AGENCY NAME	ACRES BURNED	PERCENTAGE
CAL FIRE	_____	_____
TOTAL ACRES	_____	100%

9. The following agencies will be responsible for collecting actual cost/expenditure data that will make up the final package of shareable costs.

COST SOURCES
 Federal Agency
 State Agency

RESPONSIBLE AGENCY
 Agency Name (e.g., USFS - Six Rivers NF)
 CAL FIRE – (e.g., Humboldt RU)

COST SHARE AGREEMENT for the 'INCIDENT NAME' FIRE

- 10. Within 10 months the parties to this agreement will meet to determine the total costs of each agency. Agency cost packages will be developed per the *Cooperative Incident Billing Procedures*. The agency whose total actual costs exceed their proportional share of the overall incident final costs as determined within this agreement will bill the other agency. The billing, when paid, will result in each agency sharing overall incident costs as herein agreed.
- 11. An administrative charge, the pre-established percentage set by each agency, will be applied pursuant to agency policy by the agency issuing the settlement billing for the net amount owed.

12. [ADD CLAUSE/S AS APPLICABLE – DELETE IF NOT NEEDED]

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

Printed Name
Agency

Printed Name
State of California, Department
Forestry and Fire Protection

Signature, Agency Representative

Signature, Agency Representative

Mailing Address:

Mailing Address:

Telephone:

Telephone:

Date of this finalized agreement: _____

Contacts are:

Name
Agency
Address
Telephone

Attachments **[LIST ATTACHMENTS i.e., ATTACHMENT A, MAPS, etc.) AS APPLICABLE – DELETE IF NOT NEEDED]**

APPENDIX C-5
TEMPLATE – Cost Apportionment Agreement

COST SHARE AGREEMENT for the 'INCIDENT NAME' FIRE

FEDERAL AGENCY NAME

And

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

And

XXX {AS APPLICABLE – DELETE IF NOT NEEDED}

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

INCIDENT NAME:

INCIDENT NUMBER BY AGENCY: **XXX (ADD THE FEDERAL P CODE AS APPLICABLE)**

INCIDENT START DATE AND TIME:

JURISDICTIONS:

INCIDENT CAUSE:

COMMAND STRUCTURE:

COST SHARE PERIOD: Start:
 End:

COST SHARE METHODOLOGY: **COST APPORTIONMENT**

INCIDENT COMMANDER:

INCIDENT COMMANDER:

AGENCY REPRESENTATIVE:

AGENCY REPRESENTATIVE:

Agency Representatives participating in development of this cost share agreement.
Name, Agency
Name, Agency

UNIFIED ORDERING POINT:

COST SHARE AGREEMENT for the 'INCIDENT NAME' FIRE

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

1. In accordance with the "California Master Cooperative Wildland Fire Management and Stafford Act Response Agreement" between the USDA Forest Service, USDI Bureau of Land Management, USDI National Park Service, USDI Fish and Wildlife Service, USDI Bureau of Indian Affairs, and CAL FIRE.

[ANY ADDITIONAL AGREEMENTS SHOULD BE INSERTED HERE AS APPLICABLE DELETE IF NOT NEEDED]

2. All costs originating from orders placed by and for the incident that can be reasonably obtained and estimated for the cost share period will be included in this agreement and will be shared on the basis of the incident commanders, agency representatives or line officers mutual agreement.
3. Costs for non-expendable property purchases by each agency will be charged direct to that agency and will not be shared.
4. Costs incurred by cooperators not engaged in joint fire suppression activities will not be included as a part of this cost share agreement.
5. Agency specific costs will not be shared.
6. Responsibility for tort claim costs or compensation for injury costs will not be a part of this agreement. Responsibility for these costs will be determined outside of this agreement.
7. Non-suppression rehabilitation costs are the responsibility of the jurisdictional agency and will not be shared.
8. Daily cost sharing will be documented and approved by the delegated agency representative for cost apportionment.
9. Shared costs will be based on the incident commanders, agency representatives and line officers mutual judgment and agreement as to threat, incident objectives, and resources assigned for each agency's area of responsibility.
10. Aircraft and retardant costs will be shared on an actual use basis as determined by the incident commanders, agency representatives and line officers and will be calculated as a separate cost.
11. Sharing of final actual costs between the agencies will be based on a summary of daily estimated incident suppression costs and each agency's proportionate share thereof as agreed to by the jurisdictional representatives.

COST SHARE AGREEMENT for the 'INCIDENT NAME' FIRE

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

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

13. The following agencies will be responsible for collecting actual cost/expenditure data that will make up the final package of shareable costs.

COST SOURCES	RESPONSIBLE AGENCY
Federal Agency	Agency Name (e.g., USFS - Six Rivers NF)
State Agency	CAL FIRE – (e.g., Humboldt RU)

14. Within 10 months the parties to this agreement will meet to determine the total costs of each agency. Agency cost packages will be developed per the *Cooperative Incident Billing Procedures*. The agency whose total actual costs exceed their proportional share of the overall incident final costs as determined within this agreement will bill the other agency. The billing, when paid, will result in each agency sharing overall incident costs as herein agreed.

15. An administrative charge, the pre-established percentage set by each agency, will be applied pursuant to agency policy by the agency issuing the settlement billing for the net amount owed.

16. **[ADD CLAUSE/S FOR ANY SPECIFIC INCIDENT COST SHARING TERMS AS APPLICABLE – DELETE IF NOT NEEDED]**

This agreement and the apportionments are our best judgments of agency cost responsibilities. All cost we will be actual cost from each agency.

Printed Name
Printed Name Agency

Printed Name
State of California, Department Forestry
and Fire Protection

Signature, Agency Representative

Signature, Agency Representative

Address:

Address:

Telephone:

Telephone:

Date of this finalized agreement: _____

COST SHARE AGREEMENT for the 'INCIDENT NAME' FIRE

Contacts of participants in the development of this cost share agreement:

Name
Agency
Address
Telephone

Attachments: **[LIST ATTACHMENTS i.e., ATTACHMENT A, MAPS, etc.) AS APPLICABLE – DELETE IF NOT NEEDED]**

2026-2031 CFEMA

EXHIBIT D
Supplemental Project Plan

Cooperator Project Agreement No. (b)

SUPPLEMENTAL FIRE PROJECT AGREEMENT

Between

(c)

And

(d)

This Supplemental Fire Project Agreement (Agreement) is hereby made and entered into by and between (e) , hereinafter referred to as “the Cooperator,” and (f) , hereinafter referred to as the Federal Agency under the Reciprocal Fire Protection Act of May 27, 1955, (69 Stat. 66; 42 U.S.C. 1856a) and under the provisions of the Master Cooperative Wildland Fire Management and Stafford Act Response Agreement No. (g) , executed between the Parties.

Project Title: (h)

I. BACKGROUND

As referenced above, the Parties (directly or through their respective agencies) entered into a Master Cooperative Wildland Fire Management and Stafford Act Response Agreement (Master Agreement). The Master Agreement allows for the Parties to cooperatively conduct projects or share resources for fire protection and prevention, which includes such activities as prescribed fire/fuels management, preparedness, fire analysis/planning, rehabilitation, training, public affairs, and other beneficial efforts in support of interagency fire management.

II. PURPOSE:

The purpose of this Agreement is to document the Parties’ contributions and cooperation regarding (i) . This project is further described in the hereby incorporated Financial and Project Plan, attached as Exhibit (j) .

III. THE COOPERATOR SHALL:

- A. Perform in accordance with the terms of this Agreement and with the Financial and Project Plan, Exhibit (j) .
- B. Bill the Federal Agency for actual costs incurred, not to exceed (k) \$, as agreed to in the attached Financial Plan.
- C. Upon presentation of a Bill for Collection, reimburse the Federal Agency for actual costs incurred, not to exceed (l) \$, as agreed to in the attached Financial Plan.

IV. THE FEDERAL AGENCY SHALL:

Perform in accordance with the terms of this Agreement and with the attached Financial and Project Plan, Exhibit (j) .

PAYMENT/REIMBURSEMENT. The Federal Agency shall reimburse the Cooperator for the Federal Agency's share of actual expenses incurred, not to exceed (k)\$, as shown in the attached Financial Plan. The Federal Agency shall make payment upon receipt of the Cooperator's (m) invoice. Each invoice from the Cooperator must display the total project costs for the billing period.

Each invoice must include, at a minimum:

1. Cooperator's name, address, and telephone number
2. Federal Agency project Agreement number
3. Invoice date
4. Performance dates of the work completed (start and end)
5. Total invoice amount for the billing period

The invoice must be forwarded to: (n)

Send a copy to: (o)

REIMBURSABLE BILLING. The Federal Agency shall bill the Cooperator (m) for sufficient funds to cover the costs for the specific payment period, not to exceed (l)\$ as shown in the attached Financial Plan. All reimbursement billings must be completed within the same fiscal year as Federal Agency expenditures. Overhead is assessed at the rate of (p) percent.

Billings must be sent to: (q)

The Federal Agency is required to issue bills for expenditures incurred under reimbursable agreements at the end of or prior to the end of each federal fiscal year. Therefore, an out-of-cycle bill may be received by the Cooperator.

If payment is not received to the satisfaction of the Federal Agency by the date specified on the bill, the Federal Agency shall exercise its rights regarding the collection of debts owed to the United States.

(r) **SPECIAL BILLING REQUIREMENTS – FINANCIAL DOCUMENTATION.** Reimbursable billings shall be issued at the prescribed frequency based on expenditures recorded in the U.S. Forest Service accounting system for work performed. Bills for Collection reflect an aggregate amount for the billing period. U.S. Forest Service Transaction Register listing itemized expenses will be provided upon request at the end of a project or annually for long-term agreements. Provision of the Transaction Register or other supporting documentation accompanying individual bills will be limited to agreements over \$2,500, and only when cooperator requirements are clearly defined within this clause.

The special billing requirements are: (s)

(t) **SPECIAL BILLING REQUIREMENTS – PROGRAM DOCUMENTATION.** The U.S. Forest Service Program Manager shall provide the Cooperator with a written report that meets the Cooperator's specific documentation requirements.

V. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

(u) PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this Agreement.

(v) Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Address: City, State, Zip: Telephone: FAX: Email:	Name: Address: City, State, Zip: Telephone: FAX: Email:

(w) Principal Federal Agency Contacts:

Federal Agency Program Manager Contact	Federal Agency Administrative Contact
Name: Address: City, State, Zip: Telephone: FAX: Email:	Name: Address: City, State, Zip: Telephone: FAX: Email:

LIABILITY. As set forth under the provisions of the Master Agreement.

(v) Mutually agree to the Burn Plan as incorporated in this Agreement, and to any agreed upon revision thereof. If the revision to the Burn Plan does not materially affect the purpose and/or terms of the Agreement, but rather only revises the implementation of the project, then a modification to this Agreement is not necessary. The most recent revision of the Burn Plan will automatically be incorporated into this Agreement and a copy will be provided to the Principal Contacts listed above.

In the event of a conflict between the provisions of this Agreement and the Master Agreement, the Master Agreement shall take precedence.

(y) PURCHASE OF ASSETS. Any assets (such as equipment, property, or improvements) purchased by the Federal Agency with the Cooperator’s contributions shall become the property of the Federal Agency, unless otherwise documented via separate authority and instrument.

(z) PROPERTY IMPROVEMENTS. Improvements placed on federal land at the direction, or with the approval of, the Federal Agency becomes property of the United States. These improvements are subject to the same regulations and administration of the Federal Agency as would other agency improvements. No part of this Agreement entitles the Cooperator to any interest in the improvements, other than the right to use them under applicable Federal Agency Regulations.

PARTICIPATION IN SIMILAR ACTIVITIES. This Agreement in no way restricts the Parties from participating in similar activities with other public or private agencies, organizations, and individuals.

ENDORSEMENT. Either Party's contributions made under this Agreement do not by direct reference or implication convey endorsement of each other's products or activities.

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.

MODIFICATION. Modifications within the scope of this Agreement must be made by mutual consent of the Parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least (aa) days prior to implementation of the requested change. Neither Party is obligated to fund any changes not properly approved in advance.

TERMINATION. Either Party, in writing, may terminate this Agreement in whole, or in part, at any time before the date of expiration. Neither Party shall incur any new obligations for the terminated portion of this Agreement after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each Party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination.

COMMENCEMENT/EXPIRATION DATE. This Agreement is executed as of the date of last signature and is effective through (bb) at which time it will expire unless extended.

If the referenced Master Agreement is superseded by a new Master Agreement, this project agreement may remain in effect to the extent that it does not conflict with the provisions of the new Master Agreement, but only until such time that the project can be completed or modified to be incorporated within the terms of the new Master Agreement.

AUTHORIZED REPRESENTATIVES. By signature below, the Parties certify that the individuals listed in this document as representatives of each Party are authorized to act in their respective areas for matters related to this Agreement.

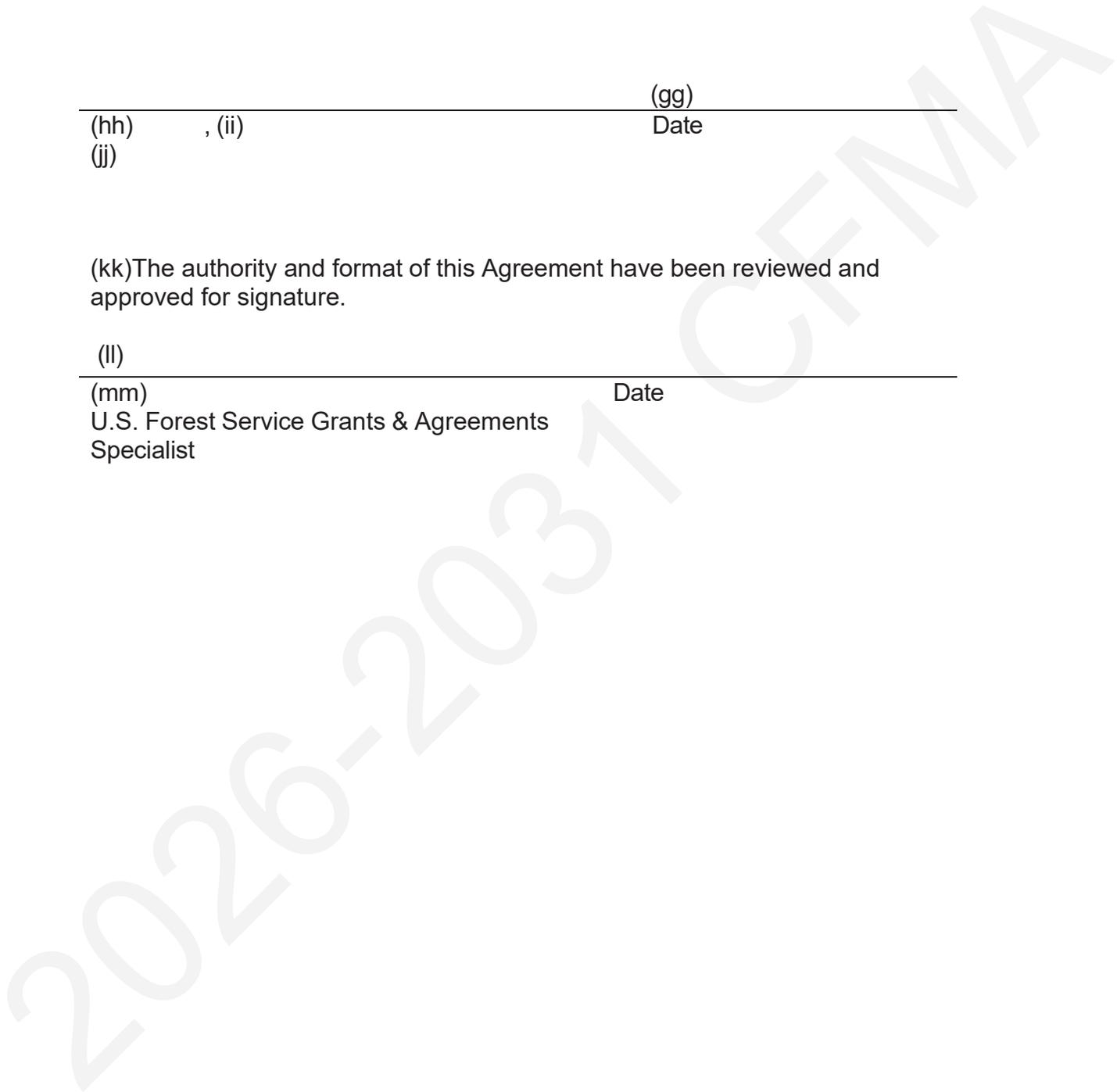
(dd) , (ee) (cc)
(ff) Date

(hh) , (ii) (gg)
(jj) Date

(kk)The authority and format of this Agreement have been reviewed and approved for signature.

(ll)

(mm) Date
U.S. Forest Service Grants & Agreements
Specialist



INSTRUCTIONS for Supplemental Project Agreement

All provisions in this instrument are mandatory, unless otherwise excepted. This project agreement may only be used between a Federal Agency and a cooperating state, local, tribal gov't (or subdivision thereof) under a Master Cooperative Wildland Fire Management and Stafford Act Response Agreement.

(Master Agreement)= Referring to approved (2007 or newer) national agreement template used by/between federal wildland fire agencies and State/Tribal gov't.

(a) Federal Agency Project Agreement No. For example, Forest Service uses the following format: FY-FP-11RRUUS-XXX.

(b) Cooperator Project Agreement No. Insert Cooperator project agreement number, if applicable.

(c) Insert name of Cooperator (state, local, tribal, or subdivision thereof).

(d) Insert name of Federal Agency, including applicable Region, Office, or Unit.

(e) Insert Cooperator name as cited above.

(f) Insert Federal Agency name as cited above.

(g) Insert corresponding Federal Agency Agreement # as identified on the Master Coop Agreement.

(h) Insert project title.

(i) Enter brief project description.

(j) Insert alpha or numeric reference to the Exhibit added that provides a Financial and Project Plan. Note: The Project Plan may include tasks/projects defined in the Operating Plan (as referenced in the Background section), or it may be a Burn Plan, if applicable.

(k) Insert amount. If the Federal Agency is not obligating funds for reimbursement to the Cooperator, then delete this provision.

(l) Insert amount. If the Federal Agency is not collecting funds from the Cooperator, then delete this provision.

(m) Select and insert the appropriate billing cycle: monthly, quarterly, semi-annual, or annual. Note: quarterly dates (December 31, March 31, June 30, and September 30), semi-annually (March 31, and September 30) or annually (September 30 or earlier).

(n) Insert Federal Agency name as cited above and billing address. (For Forest Service, use Albuquerque Service Center, Payments – Grants & Agreements, 101B Sun Ave NE, Albuquerque, NM 87109, FAX: 877-687-4894)

(o) Insert other contact name and address, if applicable, otherwise delete.

(p) Insert the Federal Agency burden/overhead rate. Enter 'shall not be assessed' if burden is not applicable.

(q) Enter Cooperator's name, name of point of contact, and mailing address to which billing documents should be sent.

(r) If the Federal Agency is not the Forest Service or if the Forest Service is not collecting funds, delete this provision.

Optional, if the Cooperator requires financial documentation with each bill. This provision alerts ASC-RACA that the Forest Service shall provide transaction registers with any billing to the Cooperator under this Agreement.

Also, Choose one of the following: with each bill, upon project completion, or annually

(s) Insert special billing requirements here, such as whether the billing requirements are either with each bill, upon project completion, or annually.

(t) If the Federal Agency is not the Forest Service or if the Forest Service is not collecting funds, delete this provision.

Optional provision if the Cooperator requires an accomplishment or program report with each BFC. This provision alerts ASC-RACA that the Forest Service must coordinate BFCs with the PM for submission to the Cooperator.

(u) May be changed to accommodate additional contacts.

(v) Insert ALL of the requested information below. If information is unavailable, then make a good-faith effort to obtain.

(w) Insert ALL of the requested information below. If information is unavailable, then make a good-faith effort to obtain.

(x) If a Burn Plan is not attached, remove this provision.

(y) If the Federal Agency is not collecting funds from Cooperator, delete this provision.

(z) Mandatory provision IF property improvements result from a project on federal lands.

Do not use this provision if improvements are owned by the Cooperator and covered under another instrument such as a Special Use Permit or license.

(aa) Insert a notification period that is no less than 30 days.

(bb) Insert the expiration date not greater than the expiration date of the Master Agreement.

(cc) Insert date of signature.

(dd) Insert name of signatory official for Cooperator.

(ee) Insert Cooperator signatory official's positional title.

(ff) Insert Cooperator's organizational name.

(gg) Insert date of signature.

(hh) Insert name of Federal Agency Signatory Official.

(ii) Insert Federal Agency signatory official's positional title.

(jj) Insert Federal Agency Region, Office, or Unit.

(kk) If the Federal Agency is not the Forest Service, this signature block may be deleted.

(ll) Insert date of signature.

(mm) Insert G&A Specialist's name.

2026-2031 CFEMA

EXHIBIT E
Changes To Direct Protection Area (DPA)

Changes to Direct Protection Area (DPA) boundaries will be identified in collaboration between CAL FIRE and the affected Federal Agencies through an annual process to update the DPA spatial data. Changes can be divided into three groups: “Proposed Changes,” which are changes to negotiated boundaries that require agency signatures; “Other Changes,” which are ‘automatic’ in nature, governed by other legal or regulatory frameworks, and do not require agency signatures; and “Clerical Changes,” which do not involve geometry changes but are adjustments to dataset attribution. Annual changes can be submitted as per the schedule provided below or as agreed to by CFMA (California Fire Master Agreement) Signatory Agency Directors.

The DPA boundaries delineated within the spatial data display the best available line location based on current jurisdictional land status and county parcel data at the time of dataset finalization. DPA boundaries may change as agencies acquire and/or dispose of lands or through negotiations between CFMA agencies. As incidents occur, the use of the master DPA spatial data should be used to determine gross scale boundary locations. Supplemental data can be used during a given incident to refine DPA boundaries should the gross scale boundaries be inadequate.

Refer to Recitals 5, 6, 7, 8, 20, 21 and 22 for additional details on DPA development and responsibilities.

Direct Protection Areas and State Responsibility Areas

Direct Protection Areas (DPA) and State Responsibility Areas (SRA) should not be confused. SRA, defined in California Public Resources Code 4125-4128, are based on land cover, ownership, and jurisdictional boundaries. The result is often a patchwork of jurisdictional responsibility, and as such do not neatly conform the logistics of wildland fire protection. DPA are intended to consolidate areas of protection in order to smooth over that patchwork of responsibility.

State law defines DPA is comprised of three categories: State Responsibility Area (SRA), Local Responsibility Area (LRA) and Federal Responsibility Area (FRA). Per PRC 4126-4127:

4126

The board shall include within state responsibility areas all of the following lands:

- (a) Lands covered wholly or in part by forests or by trees producing or capable of producing forest products.
- (b) Lands covered wholly or in part by timber, brush, undergrowth, or grass, whether of commercial value or not, which protect the soil from excessive erosion, retard runoff of water or accelerate water percolation, if such lands are sources of water which is available for irrigation or for domestic or industrial use.
- (c) Lands in areas which are principally used or useful for range or forage purposes, which are contiguous to the lands described in subdivisions (a) and (b).

4127

The board shall not include within state responsibility areas any of the following lands:

- (a) Lands owned or controlled by the federal government or any agency of the federal government.

- (b) Lands within the exterior boundaries of any city, except a city and county with a population of less than 25,000 if, at the time the city and county government is established, the county contains no municipal corporations.
- (c) Any other lands within the state which do not come within any of the classes which are described in Section 4126.

SRA undergo a thorough review process every five years as well as annual changes. Five-year reviews are initiated at each CAL FIRE Unit and receive four levels of scrutiny: CAL FIRE Region, Sacramento Pre-Fire Planning Program, CAL FIRE Director, and Board of Forestry. Annual changes comprise those considered 'automatic' based on PRC 4126-4127. Primary movements include areas leaving SRA and becoming LRA based on city annexations, areas leaving SRA and becoming FRA based on federal land acquisitions, or areas leaving FRA and becoming either SRA or LRA due to federal land disposals. The next five-year review is expected to conclude July 2025, and annual changes are generally published in April, prior to fire season.

Change Types **"Proposed Changes"**

The current DPA spatial data reflects the result of past negotiated agreements, specifically areas where one agency has agreed to provide protection of lands that are the legal responsibility of other signatory agencies within specific negotiated boundaries. Typically, these negotiated boundaries follow identifiable features such as roads, rivers, canals, or ridgetops.

Changes can be proposed for negotiated boundaries, or protection responsibility can change from one agency to another. These are usually significant changes to the pattern of protection responsibility, and as such a completed Change Form, with signatures from the implicated local unit (e.g., CAL FIRE Unit, USDA FS Forest, or BLM District), is required. Signatures for agencies that are incurring a change in protection responsibility are required as part of the approval process. Signatures for other affected signatory agencies, for example those that administer lands within the change area, are required as part of the notification process (see 'Formal Notification Process, below).

Submission packages for negotiated boundary changes will be created by local units and shared in a location accessible by all agencies. Packages will include:

- Digital data in standard format displaying the proposed change(s).
- Change Form(s), including description and rationale for proposed changes(s), and required signatures.

"Other Changes"

"Other Changes" are considered 'automatic' changes that can result in changes to Protecting Agency not considered negotiable. Each agency will provide a geospatial database for their specific "Other Changes" that will be provided/made accessible to all CFMA agencies for review. Each change will include a proposed DPA provider. For most "Other Changes," including federal acquisitions/disposals, or lands becoming State Responsibility Area, it is assumed the existing pattern of negotiated agreements will prevail (i.e., the Protecting Agency will remain the same).

For such changes where the Protecting Agency is not obvious or change in negotiated agreement would be desired as a result of the change in question, it should be considered a “Proposed Change,” and undergo full consultation with the other affected agency(ies).

Few federal land acquisitions and disposals will result in a DPA change. However, they are included as part of the notification process so other agencies can confirm no DPA change is required, and so the change can be tracked in companion datasets such as California State Responsibility Areas.

Each agency will need to review all submitted “Other Changes” to verify that the new DPA provider is in fact consistent with existing agreements. Agencies will work to resolve any issues with submitted “Other Changes,” and to identify if any of the changes affect negotiated boundaries and should be routed through the more formal process outlined for “Proposed Changes.” Once all issues are resolved, each agency provides blanket approval for the entire package of changes through their CFMA Agency Director or representative at the May 1st meeting.

“Other Changes” may include the following when submitted by CAL FIRE:

- Incorporations/annexations of State Responsibility Area (SRA)
- Changes to Local Wildland Contracts, where CAL FIRE agrees to protect Local Responsibility Area (LRA) lands
- Inclusion or exclusion of lands from SRA approved by the California Board of Forestry and Fire Protection as part of the SRA review process
- GIS mapping error corrections. Examples include changes in parcel boundaries, noted gaps in alignment, or other changes to spatial extents that do not include changes to protection agreements

“Other Changes may include the following when submitted by Federal agencies:

- Land acquisitions
- Land disposals
- GIS mapping error corrections. Examples include changes in parcel boundaries, noted gaps in alignment, or other changes to spatial extents that do not include changes to protection agreements

“Clerical Changes”

“Clerical Changes” are changes to dataset attribution that do not involve changes to geometry or changes in protection arrangement. “Clerical Changes” may include the following from all agencies:

- Changes to tabular (non-spatial) data within the DPA dataset that do not result in a change in Protecting Agency or Group. These may include changes to contracts not negotiated between CFMA signatory agencies (e.g., CAL FIRE Local Wildland Contracts), naming or spelling errors, or updates in data conventions surrounding the data.

“Clerical Changes” do not require approval by all agencies. An agency representative will work directly with the CFMA Data Steward to make tabular corrections in the DPA dataset.

Review Process

Processing and review of DPA changes will be as follows:

- **Solicitation:** Each calendar year, the lead CFMA Agency Director will circulate a memo to solicit DPA Changes from all CFMA Agencies. The memo will provide updated guidance on the coordination, sharing location, and yearly timeline for review. See Exhibit E, Appendix 2 for an example memo.
- **Submission:** Agency GIS Specialists consolidate “Other Changes” and “Clerical Changes.” Local CFMA Agency representatives will work cooperatively to develop “Proposed Changes.” Requesting Agency Unit Representatives will develop proposed DPA exchange and submit signed change sheet packages with spatial data to their Agency DPA Coordinator. Changes involving geospatial data will be aggregated in a standardized, template geodatabase. “Clerical” changes will be aggregated in a format befitting the nature of said changes. Any internal review processes for “Proposed Changes” should conclude prior to submission. Detailed instructions for submission are included in Exhibit E, Appendix 1.
- **Post:** CFMA DPA Data Steward will post all submitted changes so they are accessible to all CFMA agencies for review. Tracking sheet is updated and posted for review and all agencies must review to ensure accuracy.
- **Notify:** CFMA DPA Data Steward will notify the Agency DPA Representatives and their designated agency data stewards via email with a specified date upon which reviews must be completed.
- **Review:** Each version of the DPA will be reviewed by affected Agencies until agreeance has been met. Written notification will be supplied to DPA Data Steward and to CFMA Participating Agencies that changes have been accepted and/or denied.
- **Dispute Resolution:** Disputes should be dealt with at lowest level possible, (Unit, Forest, etc.) and approved by affected Agency CFMA Representative. Disputes may be elevated to Agency CFMA Representatives/Director if agreeance cannot be reached. Approval or disapproval will be annotated in writing, summary of decisions will be updated in the tracking sheet and submitted to Participating CFMA Agencies.
- **Repost:** When issues are resolved, DPA Data Steward will notify the CFMA Agency Directors and representatives that the final package is completed and pending their approval. Reposts will also occur if an agency decides to submit additional data. Reposts shall also occur for any clerical errors, and the participating agencies shall be notified thereof. Clerical errors can include the likes of misattributed data, spelling corrections, changes to naming conventions, and the like. Clerical errors are not considered subject for review, unless a participating agency requests said process after notification.
- **Records Retention:** Once DPA changes have been approved by all CFMA Agency Directors, DPA Data Steward will ensure all records and versions are archived and meet appropriate records retention management policies of the USDA/USDI/CAL FIRE.
- **Final Approved Geospatial Database:** After approval by all CFMA Agency Directors, the spatial data will be posted to a location accessible by all agencies in a read-only format. The version posted for official release should not differ from the internal version released to CFMA Agency Directors and GIS representatives for final review and approval.

- Formal Notification:** Notification will accompany the release of the approved geospatial database. The notification will include language for official date of release and replacement of prior year DPA geospatial database and associated products. The notification will indicate a four-week period after date of transmission to allow for the update of local products used by dispatch centers related to responses and response zones. For any fire ignitions that occur during the period between the release of the letter and final incorporation of updated DPA geospatial database, DPA responsibilities and financial obligations will be based on newly released DPA geospatial database. This may result in update(s) to dispatch response records and financial agreements (i.e. cost shares). See Exhibit E, Appendix 2 for an example memo.

Take Back of Suppression Responsibility by Jurisdiction Agency from Protection Agency

Per Recital 21, a Jurisdictional Agency may decide to resume protection responsibility for lands on which it previously transferred protection responsibility to a different agency. The Jurisdictional Agency shall notify the Protecting Agency in writing (30-day notification). There is no required approval process.

Schedule

The following schedule displays general dates that may change based on each calendar year.

The May 15th product and memo release date will change based on formal release of notification memo under Lead CFMA Agency Director. The June 15th date will change based on the notification memo release date.

Unit level change submissions can be submitted at any time. Any submissions after December 1st will be deferred to the following calendar year submissions unless approved by Agency Directors for inclusion into current year.

EVENT	DUE DATE
Proposed DPA changes can be developed by local units throughout the year.	May - October
Annual submission process for proposed DPA changes begins. NOTE: Lead CFMA Agency Director will send a memo requesting proposed DPA updates annually by October 1 st . The memo will provide links to resources that support the change submittal process (e.g. Change Form, standard Geodatabase template, current DPA data and maps), and the name for each agency’s data collection point. NOTE: Proposed DPA change packages can be submitted prior to this date, though after formal release of prior year DPA geospatial database.	October 1 st
Each Agency will submit a geospatial database of “Other” changes (see above) that do not require signature to the DPA Data Steward. No additional unit level submissions will be accepted for inclusion into the currently proposed DPA change spatial geodatabase. Exceptions will only be allowed by approval through all Agency Directors.	December 1 st
Agencies identify, gather, and submit proposed changes to negotiated DPA boundaries to Agency DPA leads.	December 1 st

Each Agency submits changes to negotiated DPA boundaries that require a signature to the DPA Data Steward.	January 6 th
DPA Data Steward consolidates and prepares web map, hardcopy or PDF maps, and documentation for viewing submitted DPA changes.	February 15 th
All Agency reviews will be finalized. All final changes or modifications are sent back to the DPA Data Steward.	April 1 st
DPA draft geospatial database ready for CFMA Agency review.	April 15 th
CFMA Agency Directors meets to review and approve final DPA geospatial database.	May 1 st
Final DPA geospatial database posted and letter of notification sent. Note – This date may change based on formal release of letter under Lead CFMA Agency signature.	May 1 st -15 th

Glossary

Agency CFMA Representative: Each Agency that participates in the DPA agreement has an Agency Representative to the CFMA who has the authority to approve DPA changes.

Agency DPA Coordinator: Agencies Rep for submitting DPA change sheets to DPA Data Steward. Reviews sheets for accuracy and correct signatures, follows up with either requesting unit or returning unit if signatures are missing. Ensures shape files are attached or works with Agencies GIS specialist to attach. Provides complete package to Agencies CFMA Representative for signatures, supplies complete package to DPA Data Steward. Reviews DPA draft and final versions for accuracy or requested changes. Submits change corrections or signs for data as complete.

Agency GIS Specialist: Works with Requesting and Returning Agencies to ensure accuracy of line placement and spatial data for change submittals. Can also be the Agency DPA Coordinator, Agency dependent.

Agency Unit Representative: Defined as the lowest level in the DPA organization where initial proposed changes starts. The authority for changes to be approved does not lie here.

CFMA: California Fire Master Agreement is an agreement between participating Agencies (CAL FIRE, BLM, FWS, NPS, and USFS) on how DPA will be utilized, and changes made.

CWCG: California Wildland Fire Coordinating Group is a group of Wildland Fire management representatives from the Federal, State, and Counties within California. CFMA is a founding agreement supporting CWCG.

DPA Data Steward: Receives DPA change sheets from DPA Coordinators, ensures signatures are there from requesting and returning Agency. Uploads shape files into centralized location and examines data for GIS errors. Notifies DPA Coordinators and CWCG Chair.

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.

Lead CFMA Agency: The lead CFMA Agency that has the responsibility for the next 5-year review/rewrite will have the annual responsibility to send out notification memos for the annual submission of proposed DPA changes and the formal approval and release of the current year's DPA spatial dataset.

Protecting Agency: The agency responsible for providing wildland fire 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

Requesting Agency: Agency that is requesting changes to DPA areas.

Returning Agency: Agency that is returning DPA areas to Requesting Agency.

2026-2031 CFMA

EXHIBIT E
APPENDIX 1
DPA Change Request Memo

To: Agency Administrators, Fire Management Officers, and Unit Fire Chiefs

From: [NAME], CFMA Agency Lead

Subject: California Direct Protection Areas (DPA) Updates for [YEAR]

The Cooperative Fire Management Agreement (CFMA) between the federal agencies and the California Department of Forestry and Fire Protection (CAL FIRE) is the primary mechanism that provides the framework for wildland fire protection responsibilities in California. Through this agreement, the state has been divided into practical "Direct Protection Areas" (DPAs) defining each agency's responsibility. In addition to annual updates, periodic statewide reviews of this protection scheme are required.

We are asking that each of you perform a thorough review of your Agency's DPA and send your recommendations for changes to your agency DPA representative (*Memo Attachment A*). The process for recommending a modification is one of consensus with your local partner agencies. The modification should be justified on the attached DPA Documentation Form (*Memo Attachment B*). We expect each of you to work collaboratively with your partner agencies to produce agreed upon changes. **Recommendations that have not gone through this process will not be considered for implementation.**

The following requirements should help with your review of current DPA responsibilities:

- **The Federal Wildland Fire Policy-** The 1995 and the 2001 Federal Wildland Fire Policy outlines responsibilities of the Local, Tribal, CAL FIRE and Federal Agencies applicable to the CFMA. Where practical, protection schemes should be in alignment with these policies and responsibilities.
- **Special Resource Management Considerations-** Special resource values such as Wilderness, Late Successional Reserves, Research Natural Areas, and structure density are not in and among themselves sufficient reason for recommending changes. The Agreement is clear in that each agency will provide a level of wildland fire protection "equivalent" to similar lands protected directly by CAL FIRE or the Federal Agencies as allowed by agency policy. Special management considerations are recognized in the agreement and are outlined in Annual Operating Plans.
- **Local Geographic Units-** Avoid "checkerboard" or numerous isolated parcels of differing DPAs. Block areas of direct protection of a single area. This will avoid onerous and unnecessary "cost share" efforts on those parcels.
- **Easily Identifiable DPA Lines-** Where practical, utilize identifiable geographic features such as roads, ridges, drainages, and trails. Avoid section lines if possible.

Specific procedures for making recommended changes are outlined in CFMA, Exhibit E are listed in Attachment A of this document.

It is important to note that the deadline for adjacent units to coordinate together to identify DPA changes is January 6. It will be necessary to collect and generate the appropriate documentation to support the proposal for each change. Coordination between agencies will be extremely important.

The recommended changes will be documented and as identified by the DPA agency. Agencies will provide the latest DPA GIS layer to their Agency DPA representatives. DPA changes will be electronically transmitted to the DPA Data Steward.

The hard copy maps (or GIS data) with DPA changes, and the appropriate documentation, needs to be sent to the agency collection point by January 6.

Agency collection points of contact are as identified in Attachment A.

EVENT	DUE DATE
Proposed DPA changes can be developed by local units throughout the year.	May - October
Annual submission process for proposed DPA changes begins.	October 1 st
Each Agency will submit a geospatial database of "Other" changes (see above) that do not require signature to the DPA Data Steward. No additional unit level submissions will be accepted for inclusion into the currently proposed DPA change spatial geodatabase. Exceptions will only be allowed by approval through all Agency Directors.	December 1 st
Agencies identify, gather, and submit proposed changes to negotiated DPA boundaries to Agency DPA leads.	December 1 st
Each Agency submits changes to negotiated DPA boundaries that require a signature to the DPA Data Steward.	January 6 th
DPA Data Steward consolidates and prepares web map, hardcopy or PDF maps, and documentation for viewing submitted DPA changes.	February 15 th
All Agency reviews will be finalized. All final changes or modifications are sent back to the DPA Data Steward.	April 1 st
DPA draft geospatial database ready for CFMA Agency review.	April 15 th
CFMA Agency Directors meets to review and approve final DPA geospatial database.	May 1 st
Final DPA geospatial database posted, and letter of notification sent. NOTE – This date may change based on formal release of memo under Lead CFMA Agency signature.	May 1 st -15 th

Current [YEAR] DPAs are located at <https://gacc.nifc.gov/oscc/cwcg/gis.php> The Cooperative Fire Management Agreement (CFMA) is located at <https://gacc.nifc.gov/oscc/cwcg/cfma.php>

If you have any questions regarding this process, please direct them to your DPA agency contact or your agency [CWCG representative](#).

MEMO - ATTACHMENT A

[YEAR] Procedures for Proposing Direct Protection Area (DPA) Changes

Individual Units will need to follow these steps to submit proposals to change Direct Protection Areas per Exhibit E of the CFMA:

- 1) Adjacent units, from agencies identified in the CFMA, will coordinate together to identify DPA changes by April 15. It will be necessary to collect and generate the appropriate documentation to support the proposal for each change. It will be the responsibility of individual units to determine which agency submits the proposal for each change. This will prevent the submission of duplicate proposals. Coordination between your agencies will be important.

Hard copy maps will help identify changes during this point of the process. You can download current DPA maps at [this link](#). Other agencies will have to download the appropriate map(s) that include their area of interest. Changes can be manually drawn on the maps provided, or on some other base map (i.e., Forest Visitor map). For the best results, print the provided maps on a large-format plotter. See your local GIS personnel or agency collection point for assistance.

This DPA update process does not include changes from State to Local protection as the result of an annexation. These changes will be part of the SRA review process. A change from SRA to LRA in the CAL FIRE State Responsibility Area (SRA) layer will trigger an automatic change in the DPA layer. These areas will be changed to LOCAL protection.

Annexations that involve lands that are currently under Federal protection WILL be considered during this process. These areas either will remain as Federal DPA, or changed to Local DPA, depending on the outcome of this process.

- 2) The hard copy maps with DPA changes, electronic GIS shape files, and the appropriate documentation, will be sent to each agency collection point by the December 1 deadline.
- 3) The agency data collectors will digitize the proposed changes using the hard copy maps and electronic GIS shape files from their individual units and the GIS format provided here: DPA Geodatabase. The updates will be entered into the GIS format provided and sent to the Data Steward by January 6, **[YEAR]**. If you have any questions about sending or compiling contact the agency Data Collector.
- 4) The Data Steward will combine all the proposed changes into a single GIS layer by May 1 for review by the CFMA Signatory Agency Leads.
- 5) The review process will continue with the CFMA Agency Directors and representatives until **[DATE]**
- 6) The Data Steward will finalize the statewide DPA layer by **[DATE]**

**MEMO - ATTACHMENT B
DIRECT PROTECTION AREA (DPA) "PROPOSED CHANGE"
DOCUMENTATION FORM**

Unit Review

CAL FIRE Unit _____

Federal Unit _____

CAL FIRE Representative _____

Federal Representative _____

Phone Number _____

Phone Number _____

Email _____

Email _____

CAL FIRE Unit _____

Federal Unit _____

CAL FIRE Representative _____

Federal Representative _____

Phone Number _____

Phone Number _____

Email _____

Email _____

GIS data submitted yes no

Change File Name	DPA change to	CAL FIRE Unit		Federal Cooperator		CAL FIRE Region	
	CAL FIRE or Federal	Agree	Disagree	Agree	Disagree	Agree	Disagree

Notes:

Names and Signatures:

Include all units affected by proposed DPA change (protecting unit(s) and jurisdictional unit(s))

CAL FIRE Unit Chief

Federal Unit Agency Administrator

CAL FIRE Region Chief

Federal Unit Agency Administrator

CAL FIRE Unit Chief

Federal Unit Agency Administrator

CAL FIRE Region Chief

Federal Unit Agency Administrator

For CFMA Representative USE ONLY

CAL FIRE		USFS		BIA		BLM		NPS		USFWS	
Agree	Disagree	Agree	Disagree	Agree	Disagree	Agree	Disagree	Agree	Disagree	Agree	Disagree

Rationale for Disapproval:

EXHIBIT E
APPENDIX 2
Final DPA Release Memo

Date: [DATE]

To: Agency Administrators, Fire Management Officers, and Unit Fire Chiefs

From: [NAME], Lead CFMA Agency

Subject: Release of [YEAR] California Direct Protection Areas (DPAs) Spatial Dataset

The Cooperative Fire Management Agreement (CFMA) between the five federal agencies and the California Department of Forestry and Fire Protection (CAL FIRE) is the primary mechanism that provides the framework for wildland fire protection responsibilities across the State of California. Utilizing CFMA, the state is partitioned into agreed upon Direct Protection Areas (DPAs). These DPAs identify which participating agency is responsible for wildland fire response.

DPAs are reviewed annually by the signature agencies. This review process allows for updating of ownership changes and protection responsibility exchanges. The [YEAR] DPA review process is complete. All agencies have agreed to the proposed changes.

The lead CFMA DPA Agency approves the posting and distribution of the [YEAR] DPA products. This memo serves as formal notification for the release, per date of memo, of the current year DPA spatial dataset that will replace the prior year's DPA spatial dataset. The expectation is that local units and dispatch centers will update, where appropriate, response zones and dispatch levels within four weeks of release of the approved current year DPA spatial dataset. For any fire ignitions that occur during the period between the release of the letter and final incorporation of updated DPA geospatial database, DPA responsibilities and financial obligations will be based on newly released DPA geospatial database. This may result in update(s) to dispatch response records and financial agreements (i.e. cost shares).

The maps and data are available at the following locations:

DPA Data Link

https://ftp.wildfire.gov/public/incident_specific_data/california_statewide/DPA/DPA_Data/

DPA Maps FTP

https://ftp.wildfire.gov/public/incident_specific_data/california_statewide/DPA/DPA_Maps/

EXHIBIT F

Supplemental Agreement for Cooperative Use of Prescribed Fire

I. INTRODUCTION

Through the authorities of the CFMA, CAL FIRE, BLM, NPS, BIA, USFWS and the USFS work cooperatively in wildland fire management and other national domestic incidents. This cooperative relationship improves the efficiency of these programs by facilitating the coordination and exchange of personnel, equipment, supplies, services and funds among the Agencies. CFMA authorizes the cooperative use of agency resources for the purposes of performing prescribed fire or other fuels management related projects supporting prescribed fire. (Recitals 28, 32, and 41).

This Supplemental Agreement for Cooperative Use of Prescribed Fire, hereafter referred to as Supplemental Agreement, documents the cooperation between the parties to utilize interagency resources to perform prescribed fire or other fuels management related projects on lands within each agency's jurisdiction.

This Supplemental Agreement shall terminate upon the termination of CFMA.

II. PURPOSES OF THE SUPPLEMENTAL AGREEMENT

This Supplemental Agreement is intended to provide for the conduct of joint prescribed burning operations, site preparation, and necessary follow-up activities for specific prescribed burn units on non-federal and federal lands, where the operations serve the public interest and support the Agencies' missions.

As used in this Supplemental Agreement, "**joint prescribed burning**" is defined as the unified activity of two or more agencies, state or federal, or any combination thereof. "**Prescribed fire**" and "**prescribed burning**" are defined as planned ignition of fire within wildlands to accomplish specific objectives. These objectives may include but are not limited to reduction of hazardous fuel accumulation, reduction of fire hazard, or providing for ecological restoration or ecosystem sustainability for the purposes of flood protection, wildlife and fisheries enhancement, watershed management, water yield improvement, preservation of future significant air quality impacts from unplanned wildland fire, and forest, rangeland, and ecosystem health.

This Supplemental Agreement also provides a mandatory template for the Project Specific Agreement and Operating Plan for the Agencies' use in performing prescribed fire or other fuels management related projects as provided for in Recitals 22, Recital 28 and Exhibit D, Supplemental Project Plan, of the CFMA. All parties agree to the terms and conditions provided in the template.

I. MANAGEMENT PROVISIONS

Smoke Management. Within their authorities, the Agencies agree to cooperate in smoke management, smoke management rules and regulations, and to cooperate and support each Agency's mission in interactions with the California Air Resources Board (CARB) and other State equivalents, local Air Pollution Control Districts (APCDs), the US Environmental Protection Agency (EPA) relative to smoke management, and the California and Nevada Smoke and Air Committee (CANSAC), as well as the specific provisions or requirements included in the agency specific burn plan.

Cooperative Management. When cooperative management of joint prescribed burning operations is indicated, there will be clearly stated provisions for the termination of the cooperative management between ignition and completion of the joint prescribed burning operation.

II. USE AND REIMBURSEMENT

Invoicing and Payment. Unlike emergency unplanned ignition fire incidents, prescribed fire is a planned event. Billing procedures shall be agreed to prior to project implementation and be consistent with requirements of Recital 54 and Exhibit J, Cooperative Incident Billing Procedures. Payment processes and timing vary by agency, the specifics of which shall be described in the Project Specific Agreement and Operating Plan.

Advance and Reimbursable Payments and Offsets. Reimbursable payments are permitted. Advance payments are not permitted. Offsets may be permitted.

III. OTHER TERMS AND CONDITIONS

Modifications. Modifications within the scope of this Supplemental Agreement and the Project Specific Agreement and Operating Plan shall be made by mutual consent of the parties by written amendment of those document(s).

Non-exclusive instrument. This instrument in no way restricts the parties from participating in similar activities with other public or private agencies, organizations, and individuals.

EXHIBIT F

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

**Project Specific Agreement and Operating Plan Template
for Preparation and Use of Prescribed Fire**

Project Agreement NUMBER _____

Between

[Below titles should reflect only the parties participating in this specific project]

UNITED STATES DEPARTMENT OF INTERIOR

[Add Agency]

UNITED STATES DEPARTMENT OF AGRICULTURE
UNITED STATES FOREST SERVICE
(USFS)

[Add Region 4 or 5) And

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

I. SCOPE AND DURATION

The description of this specific local project is to:

[Add general description of the project]

It is anticipated that this project will begin on _____ and will end by _____. This Project Specific Agreement and Operating Plan shall terminate upon completion of the project or upon the termination of CFMA, whichever comes first.

II. PRINCIPAL CONTACTS

The principal contacts for each agency for the administration of the local project are:

CAL FIRE Program Contact	CAL FIRE Administrative Contact
Name (individual/program) Agency Address, Telephone email address	Name (individual/program) Agency Address, Telephone email address
Federal Program Contact	Federal Administrative Contact
Name (individual/program) Agency Address, Telephone email address	Name (individual/program) Agency Address, Telephone email address

III. DETAILED PROJECT DESCRIPTION

Documentation required to be incorporated into this Project Specific Agreement and Operating Plan:

Joint prescribed burning operations and/or cooperatively managed joint prescribed burning operations that involve CAL FIRE jurisdiction will be documented by the current version of the Federal Land Management Agency Prescribed Burning Project Standard Agreement (PBPA) (RM-70), or the Prescribed Burning Standard Agreement (non- federal land) Prescribed Burning Project Standard Agreement (RM-75).

Attached to this local project plan are the following agreement forms:

Include and reference the project(s) specific prescribed burn plan. For joint prescribed burning operations document the planned sequence of the project and the responsibilities of each of the participating agencies for activities to meet the project objectives. The prescribed burn plan for joint prescribed burning operations may include separate descriptive "plan segments" for lands of different jurisdictions (non-federal v. federal lands for example). These "plan segments" may present the tasks of planning and preparation undertaken by each participating agency.

- A. Prescribed burning operations that involve CAL FIRE jurisdiction shall include a burn plan written to CAL FIRE Burn Plan Specifications.
- B. Prescribed burning operations on federal lands administered by those agencies who are signatory to the federal NWCG Standards for Prescribed Fire Planning and Implementation (PMS-484) shall include a prescribed fire plan consistent with direction in that Guide.

The attached burn plan for this project is: (name/date)

In addition, if not provided in the previously required documentation, attach a narrative and maps fully describing the local project. Including:

- A. Describe the specific duties and tasks to be performed including those (any) assigned to each specific agency. 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. Identify needed specific contingency resources
- E. Other

IV. SUPERVISION AND TECHNICAL OVERSIGHT

Agencies will utilize and adhere to their current approved burn plan formats, policies, and personnel qualification systems. Agencies agree to accept the prescribed fire qualifications of personnel from other Agencies consistent with NWCG 310-1. NWCG recognizes the ability of cooperating agencies at the local level to jointly define and accept each other's qualifications for initial attack, extended attack, fire operations, and prescribed fire.

A qualified prescribed fire Burn Boss (federal lands), prescribed fire manager (federal lands), or Incident Commander (IC) (SRA) is the individual with the final authority for the following:

- A. Implementing the prescribed burn plan;
- B. Determining that the fuel and weather parameters are suitable to implement the prescribed burn plan;
- C. Determining that all crews and equipment are ready; and

Directing all work assignments of personnel until the prescribed burning is completed and the fire is declared out. The qualified prescribed fire Burn Boss/prescribed fire manager/Incident Commander does not have the authority to make prescription changes. Such changes require approval by the agency official(s) responsible for approving the prescribed burn plan.

Wildfire Declaration

The Prescribed Fire Plan will specify who has the authority to declare a prescribed fire a wildfire.

A prescribed fire, or a portion, or segment of a prescribed fire, must be declared a wildfire by those identified in the plan with the authority to do so, when either or both of the following criteria are met:

- Prescription parameters are exceeded and holding, and contingency actions cannot secure the fire by the end of the next burning period, or,
- The fire has spread outside the project area or is likely to do so, and the associated contingency actions have failed or are likely to fail and the fire cannot be contained by the end of the next burning period.

A prescribed fire can be declared a wildfire for reasons other than those identified above if events cannot be mitigated as determined by the Burn Boss and Agency Administrator. A description is needed of the actions to be taken when a prescribed fire is declared a wildfire. The description will include:

- Wildfire declaration (by whom).
- IC assignment.
- Notifications.
- Extended attack actions and opportunities to aid in wildfire (Optional).
- Agency or local policy may limit the strategic and tactical responses available for a prescribed fire that is declared a wildfire.

V. USE AND REIMBURSEMENT

Invoicing and Payment. Payment processes and timing specifics shall be described in detail here:

[Add specific billing processes and/or attach any individual project and financial plans, cost share agreements, local operating plans, or other types of billing documents]

Invoices must be forwarded to:

[Add agency specific payment center address]

Name (individual/program) Agency Address
City, State, Zip Code

Nothing herein shall be interpreted as obligating any agency or as involving the United States or the State of California in any contract or other obligation for the future payment of money in excess of appropriations authorized by law and administratively allocated for the work contemplated in this Agreement.

IV. AUTHORIZED REPRESENTATIVES

By signature below, each Party certifies that the individuals listed in this document as representatives of the individual Parties are authorized to act in their respective areas for matters related to this Project Specific Agreement and Operating Plan. In witness whereof, the Parties hereto have executed this instrument as of the last date written below.

Agency or Unit Administrator

Date

Agency or Unit Administrator

Date

Agency or Unit Administrator

Date

The authority and format of this instrument have been reviewed and approved for signature.

[NAME] DATE
Grants and Agreements Specialist or Contracting Officer

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EXHIBIT G

Interagency Aircraft Utilization Guidelines

Introduction

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

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

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

A. Dispatching, Deployment and Utilization

Follow the National Interagency Standards for Resource Mobilization and the California Interagency Standards for Resource Mobilization. All aircraft orders will be requested through the appropriate GACC "Agency aircraft" deployed for initial attack in California are strategically located. All firefighting aircraft will be dispatched in accordance with the closest forces concept.

"Closest forces concept" will be followed by all agencies for initial attack (IA) and is defined as: Regardless of the controlling agency, the agency resource that has the shortest timeframe to reach a predetermined incident location first will be dispatched.

Agencies will maintain the right to replace cooperating aircraft with their own. Aircraft are shared resources and are used interchangeably on the fires of all cooperating agencies, however for incidents going beyond Initial Attack, agency hosting the aircraft will commit to filling out incident orders using their own respective assets as soon as practical. State air tankers and night capable helicopters should NOT be considered as a replacement for Federal aircraft on extended attack or major Federal incidents in California. The aircraft closest to the fire will be directly dispatched by the responsible dispatch office.

For initial attack on any fire, the responsible State or Federal Agency dispatch office may directly dispatch "uncommitted" aircraft located at the base closest to the fire, regardless of whether the aircraft are owned/operated by State or Federal Agency. If said aircraft is not available, the request will be placed with the GACC for the next closest available.

In the event the requested aircraft type is unavailable, or a different type is closer to the incident, the dispatch office shall notify the requesting Bureau, Forest or Unit of the closest resources of varying type. A helicopter without crew may be mobilized if requested. Because the agency helicopter modules are so valuable on initial attack, it is desirable to replace them with CWN helicopters when such aircraft are available and can meet the mission needs of the incident.

If an agency initial attack helicopter is not being used for tactical firefighting purposes, it should be replaced with a CWN helicopter and module whenever possible.

Night aerial supervision or suppression operations shall follow the guidance of the Agency Having Jurisdiction (AHJ) and that interagency guidelines be utilized in concurrence of AHJ policies to improve safety and increase efficient interagency operations.

A Lead Plane or ASM can be requested by an air tanker or aerial supervision aircraft regardless of agency. The closest available helicopter with a qualified helicopter coordinator, regardless of agency, may fill the helicopter coordinator role. Confirmation of the assignment will be established by the IC to the controlling ECC.

B. Diverts

“No Divert” notification of air support is for the direct and immediate threat to life of a firefighter and/or the public. An advancing fire or structure threat is not in itself enough justification to request a “No Divert”.

To establish this, the Incident Commander shall contact the ECC and request a “No Divert” and call out how many, and type of, assigned aircraft this would apply to. The controlling dispatch office must immediately notify the appropriate higher-level dispatch office of any “No Divert” situation.

If approved, the respective GACC with the incident will then check in with the IC every 30 minutes on the status of the no divert. When the life threat has passed, the incident commander shall immediately advise the ECC that the “No Divert” is lifted.

New fires will take priority over existing fires. If the closest aircraft to a new fire are already assigned to other fires, a divert would normally be made using the closer aircraft, except when the Incident Commander has an approved “No Divert”, due to an immediate, critical threat to life.

Aerial supervision aircraft may be diverted to a new incident only when it is the closest resource, and the diversion will not adversely affect the safe separation and coordination of aircraft remaining on the incident. The aerial supervision aircraft should be used on the incident with the greatest immediate need for airspace safety coordination. Most often, additional aerial supervision aircraft should be ordered for the other incident. While the specific divert process used may vary by protection unit and circumstance, each dispatch office has operational control of any aircraft in its jurisdictional airspace assigned to its agency’s Order Number.

In order to meet new incident initial attack needs without undue delay, the responsible dispatch office should normally give the divert order directly to the Aerial Supervision aircraft and/or Airtanker Base.

C. Extended Attack/Major Incidents

For long-term air operations, more than one aerial supervision aircraft should be assigned for rotation to assure continuity of operation for the given incident.

Incidents may release all Lead Planes, ASM’s and/or air tankers daily, regardless of their actual overnight location, and place requests for the next day needs by 1900 hours each night.

The GACC will be responsible for negotiation with the incident to identify how many air tankers are available. Assignment of air tankers will be based on operational need and efficiency and reordered with a new request number for the next day request. More than four (4) State air tankers on a Federal or local government incident require CAL FIRE Region Duty Chief notification/approval and on State incidents, requests for more than four (4) Federal air tankers must have Federal GACC coordinator approval.

Federal air tankers will adhere to the National Airtanker Rotation Policy as written in the Interagency Airtanker Operations Guide. In rare circumstances, incidents may request rotational use of the assigned air tankers. This must be approved on a case-by-case basis with concurrence of the Agency Duty Chief or IC of the Incident. Approvals will only be for that incident on that day. At no time, will additional air tankers be dispatched to an incident unless it has been issued its own "A" request number.

D. Scooper Operations

Federal Scooper Operations will be conducted as written in the NWCG Standards for Water Scooper Operations.

E. Supplemental Detection

Aerial supervision aircraft may be used as necessary for detection following lightning storms or for other purposes. Adjacent units should coordinate through appropriate channels as necessary for appropriate resource ordering. During multiple ignition events, supplemental aerial detection aircraft should be considered to enhance detection capability and reduce the dependence on aerial supervision aircraft.

F. Unmanned Aircraft Systems (UAS)

Requests for agency UAS or CWN UAS with models will be placed through established dispatch channels and may be sent to the incident as an additional resource.

All agencies must adhere to the NWCG Standards for Fire Unmanned Aircraft Systems Operation (PMS 515) for active wildland fires. Fires declared "out" are considered a planned mission and will adhere to departmental and agency specific UAS planning process.

CAL FIRE shall follow their agency guidance when retaining operational control of UAS within CAL FIRE's DPA or jurisdiction. All UAS operations occurring on Federal land under Federal operational control must utilize an Interagency carded pilot, operate an approved aircraft with agency approved payloads, and possess an approved cooperator letter.

UAS aerial ignitions operations occurring on Federal incidents require an approved Mission Aviation Safety Plan (MASP) and comply with applicable National Interagency Aviation Committee (NIAC) Memos prior to initiating firing. Under certain circumstances, incidents may have the need to conduct UAS operations outside of this scope.

Such operations must be approved on a case-by-case basis with the concurrence of the IC and Agency UAS Specialist or Aviation Officer. Unmanned Aircraft System operates under 14CFR, Part 107 (FAA Small UAS Rule) and/or an FAA approved Certificate of Authorization (COA). For incident with an active Temporary Flight Restriction (TFR), an FAA approved Special Government Interest (SGI) Waiver or COA is required prior to flight.

G. Non-Fire Use

Agency UAS, helicopters, and exclusive use helicopters may be ordered on a reimbursable basis for emergency non-fire missions.

H. Military Aircraft

Military aircraft, ordered by type, may be used only after available agency and commercial aircraft are committed following existing guides and agreements.

I. Aircraft Accident Investigation

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

2026-2031 CFMA

EXHIBIT H

Fire Prevention and Law Enforcement

1. Fire Prevention

State personnel may conduct applicable fire prevention activities on FRA within State DPA. Federal personnel may conduct applicable fire prevention activities on SRA within Federal DPA, provided such activities are within their authorities. The specific responsibilities for these activities will be identified in the Operating Plan (AOP).

The agency with DPA responsibility may conduct applicable fire prevention activities on that DPA¹. These activities may include:

- Writing fire permits (e.g., campfires, dooryard and other burn permits)
- Providing burn project notification (e.g., vegetation management, fuel reduction)
- Conducting fire prevention inspections required by Federal or State law
- Notifying adjacent protection units of restrictions and closures
- Annually submitting ignition and inspection data

A. Fire Permits

All applications for fire permits for burning on SRA in Federal Agency DPA will be completed online at www.fire.ca.gov and approved by the appropriate CAL FIRE Unit in coordination with the appropriate Federal Agency.

Fire Permits include:

- Campfire Permits
- Residential Burning – Outdoor burning at a single or two-family residence.
- General Burning – General projects conducted by agencies or the agricultural industry (LE-5).
- Broadcast Burning – controlled application of fire to the land, typically called controlled burning or prescribed fire (LE-7).

The Annual Operating Plan will address how the Unit and Federal Agency will coordinate for inspections and identifying the burning parameters/restrictions that will be permitted for a General Burn or Broadcast Burn.

B. Burning Projects

Federal agencies will consult CAL FIRE when burning projects are being planned and conducted on FRA in State DPAs. CAL FIRE will consult with Federal agencies when burning projects are being planned and conducted on SRA lands in Federal DPAs.

C. Fire Prevention Inspections

CAL FIRE will advise the Federal Agency of active Timber Harvest Plans in the Federal Agency's DPA. The agency with DPA responsibility may conduct fire prevention inspections required by Federal or State law (e.g., defensible space, power line and railroad clearance, spark arrestor, or fire safety) as described in the AOP, based on the individual employees' authorities and jurisdiction.

¹ This is contingent on the statutory authority to provide reciprocal fire prevention activities, currently permitted under the following statutes: 42 USC § 1856a, 43 USC § 1701 (permits State and Federal agency personnel to act on behalf of each other for fire suppression and prevention duties).

D. Restrictions and Closures

CAL FIRE and federal personnel in a protection unit will immediately provide notice to and consult with adjacent protection unit personnel when any protection unit plans, activates, or deactivates any suspension, closure, or restriction.

E. Ignition and Inspection Data

The Federal agencies will provide CAL FIRE with fire ignition data and fire prevention inspection activity data for SRA lands for the preceding year by February 1st each year. The data will be forwarded to the agencies' respective state headquarters. CAL FIRE will provide ignition data for the preceding year, by February 1st each year. The data will be forwarded as requested by federal agencies.

2. Origin and Cause Fire Investigation and Law Enforcement

The agency with DPA responsibility may conduct applicable fire investigation activities within their DPA. These activities may include:

- Preserving the general origin area
- Conducting origin and cause investigations
- Origin and cause investigation reporting
- Providing immediate notification of any civil or criminal case potential

A. Preserving Origin and Cause Area

As initial action is taken on a fire, agencies are responsible to protect and preserve the suspected general origin area of the fire until appropriate investigative personnel arrive on scene. Each agency will document the action. Each agency will submit a copy of their agency's individual fire report (i.e., FS-5100-29, CAL FIRE 7716, etc.) to the agency with original jurisdiction within 14 days of the fire's start.

B. Conducting Fire Origin and Cause Investigations

Authorized Federal agency personnel may conduct an origin and cause determination of any wildfire originating on federal lands under the administration of the U.S. Department of Agriculture or U.S. Department of the Interior.²³⁴ Wildfires originating on SRA lands within Federal DPA may be investigated by authorized Federal agency personnel per the following:

² Pursuant to 43 USC 1733, Bureau of Land Management Law Enforcement

³ See, e.g., 16 USC 559 (Arrests by employees of Forest Service for violations of laws and regulations); 36 CFR 261.1(a)(3) (Scope); 36 USC 261.5 (Fire).

⁴ Pursuant to 25 CFR 163.28(b), Bureau of Indian Affairs may conduct origin and cause determination on DPA.

USDA Forest Service

Sworn Law Enforcement Officers and Special Agents

USDA Forest Service, Law Enforcement and Investigations (LEI), Law Enforcement Officers (LEOs) and Special Agents may respond off federal lands to conduct or assist with fire origin and cause investigations when: (i) the incident “affects, threatens, or endangers property of the United States administered by the Forest Service or a person using, or engaged in the protection, improvement or administration of the National Forest System....” 36 C.F.R. § 261.1(a); (ii) the LEO or Special Agent is qualified in accordance with Forest Service policy and Regional Special Agent in Charge (or his/her designee) direction to participate in wildland fire origin and cause investigations; and (iii) the LEO or Special Agent is available to assist. (Whether an incident affects, threatens, or endangers National Forest System lands will be determined by the Forest Service, typically by LEI leadership in conjunction with USDA Forest Service, Fire and Aviation Management (FAM) after FAM completes a threat analysis on the wildland fire.)

LEI response to any wildland fires outside of the parameters described in the preceding paragraph will be addressed in a Memorandum of Understanding between Forest Service LEI and CAL FIRE.

When authorized through LEI Regional direction to perform fire investigations off of federal lands, Forest Service LEOs and Special Agents generally will limit their law enforcement activities to those related to the origin and cause investigation and any related criminal violations, except as otherwise authorized by USDA Forest Service authority, jurisdiction, policy, and guidance.

Forest Protection Officers (FPOs)

USDA Forest Service employees receive their authority to act as Forest Protection Officers (FPOs) through the LEI Regional Special Agent in Charge. The authority of an FPO to participate in the origin and cause determination phase of a wildland fire investigation is regulated by the LEI Regional Special Agent in Charge (SAC). Forest Protection Officers generally may not respond off federal lands to conduct or assist with origin and cause investigations. Forest Protection Officers assigned to the USDA Forest Service, Law Enforcement and Investigations; Pacific Southwest Region’s Wildland Fire Investigation Team (WFIT) may respond with the investigation team to approved incidents off federal lands. Additionally, FPOs may be permitted to respond off NFS lands on a case-by-case basis by the Forest Service Pacific Southwest Region Special Agent in Charge, or his or her designee, after an internal review of the circumstances.

When a wildland fire has been categorized as “controlled” or “out”, the Forest Protection Officer (FPO) will cease the origin and cause determination and turn it over to sworn LEI personnel. authorized by USDA Forest Service authority, jurisdiction, policy, and guidance.

BLM

The authority of BLM sworn law enforcement officers to conduct origin and cause investigations on SRA is limited to those situations in which there is a clear nexus to BLM managed public lands or the law enforcement officers possess delegated authority from another law enforcement agency. When a law enforcement nexus is unavailable, assistance will be requested from the Agency that has appropriate jurisdictional authority to conduct the origin and cause.

NPS

Authorized Federal agency personnel may conduct an origin and cause determination of any wildfire originating on federal lands under the administration of the National Park Service. Wildfires originating on SRA lands within Federal DPA may be investigated by authorized Federal agency law enforcement personnel only in accordance with and to the extent authorized in an existing general agreement between the NPS and the local county sheriff or police department. Generally, such assistance must fall within the agreement's definition of Emergency Law Enforcement Assistance or Other Emergency Response.

USFWS

The Project Leader is responsible for ensuring the investigation of every wildfire to determine cause. Where evidence indicates the fire was caused by arson or negligence (trespass), the Project Leader must protect evidence and initiate a fire investigation. This investigation may range from getting the responding fire crew to document the cause to requesting a qualified arson investigator to perform a criminal investigation. The Project Leader must notify the Regional Fire Management Coordinator of suspected arson

CAL FIRE

CAL FIRE personnel may conduct an origin and cause determination of any wildfire originating in state DPA or SRA within Federal DPA.

State agency personnel may conduct an origin and cause determination of any wildfire originating in State DPA. Agency personnel (administrators) may decide that a joint investigation is appropriate.

CAL FIRE and Federal Agencies shall assume the costs of the origin and cause investigation within their respective DPA's and are responsible for ordering the appropriate investigators through their respective resource ordering points, requesting an available, qualified investigator who has jurisdiction to conduct the origin and cause investigation. If the request is filled by an agency which does not have DPA responsibility, the request will be filled as assistance by hire with a corresponding request and order number originating from the requesting agency with DPA responsibility.

C. Origin and Cause Reporting and Fire Investigation Information Sharing

The agency with DPA responsibility, or the agency performing the origin and cause investigation (if not the DPA agency), will be responsible for reporting both SRA and FRA wildland fires within their respective reporting systems (e.g., CALFIRS for CAL FIRE, InForm for federal agencies and LEIRS for USFS).

After a fire investigation is concluded, the agency conducting the investigation will share all nonprivileged unredacted fire investigation reports and other investigation records (including photographs, recordings, weather data, witness information and interviews, SCADA data, etc.) upon request with any of the Parties to this Agreement who seek the investigation records for law enforcement or fire damages-recovery purposes. Agency law enforcement or investigations personnel should submit the request for fire investigation records to the investigating agency in writing, explaining the need for the fire investigation records. The Investigating Agency will provide the requested fire investigation records to the Requesting Agency's law enforcement or investigations staff.

Requested fire investigation records will be shared within the capabilities of the Parties' policies, such as the Freedom of Information Act (FOIA), the Privacy Act, the California Public Records Act (PRA), and the Forest Service Law Enforcement and Investigations Reporting System (LEIRS) System of Records Notice (SORN). In addition, the Parties may share Confidential Information (as defined below) pursuant to the terms and conditions described in this Agreement.

The agency requesting fire investigation records agrees to receive the disclosure of the information, which may include Confidential Information as defined below. The Parties agree that any Confidential Information provided to other Parties by the investigating agency is disclosed, without waiving any privileges or protections that may apply to the disclosure of Confidential Information, under the following terms:

- "Confidential Information" means information designated by the Investigating Agency that is privileged or otherwise protected from disclosure under State or Federal law. Confidential Information includes, but is not limited to, information exempt from disclosure under the PRA, the California Information Practices Act (IPA), California Government Code sections 6250-6255, FOIA, attorney-client privilege, the Privacy Act, RSA, information exempt from disclosure under HIPAA, attorney work product doctrine, financial, appraisal, statistical, personal, engineering, technical, and other data and information related to operations or planning as well as designated information provided to the Investigating Agency by non-employee agents.
- Consistent with the provisions of the PRA, IPA, California Government Code section 6254, FOIA, the Privacy Act, and/or RSA, each agency agrees to treat information and documentation exchanged under this Agreement as Confidential Information. Any exchange of Confidential Information between the parties shall not constitute a waiver of any privilege or protection from disclosure, including exemptions under the PRA, IPA, California Government Code section 6254, FOIA, the Privacy Act, and/or RSA. Any Confidential Information obtained by the Parties shall only be used for purposes that are consistent with this Agreement and existing law.
- The Requesting Agency shall take all necessary measures to protect Confidential Information provided by the Investigating Agency and shall impose all of the requirements of this Agreement on all of their respective officers, employees, and agents with regards to access to the Confidential Information. The Requesting Agency agrees to limit access to any Confidential Information to those persons with a demonstrable business-related need to review the information. In the event the Requesting Agency experiences a security breach involving any Confidential Information covered by this Agreement, the Requesting Agency agrees to notify the investigating agency within ten (10) business days of the breach.
- If the Requesting Agency receives a PRA, FOIA, or Touhy request for the fire investigation records, it shall refer the requester to the Investigating Agency to process the records request under the Investigating Agency's authorities.
- If the Requesting Agency plans to release Confidential Information covered by this Agreement pursuant to a court order or other compulsory process, the Requesting Agency will notify the Investigating Agency in writing of such intent, no less than ten (10) business days prior to such release. Upon notification of such intent, the Investigating Agency shall promptly provide the Requesting Agency with any arguments supporting nondisclosure of the Confidential Information.

D. Civil or Criminal Case Potential

Each agency will notify the other within one week (7 calendar days) when there is potential for a fire suppression cost recovery case or a trespass case on a fire occurring on lands under the jurisdiction of the other agency or upon which the case is based upon the other investigation report.

3. Law Enforcement Specific Activities

All CAL FIRE and Federal law enforcement personnel associated with the agencies signatory to this agreement are encouraged to cooperatively train and to gain a familiarity with each organization and methodologies. Joint law enforcement operations pertaining to the enforcement of forest and fire laws are encouraged. CAL FIRE and Federal Agencies may conduct applicable law enforcement duties when State or Federal law, and an agency's policy, allows and requires that the activity be conducted by law enforcement personnel.

CAL FIRE LE personnel may conduct applicable law enforcement activities upon FRA within State DPA and enforce applicable State laws. Sworn federal law enforcement personnel may conduct applicable law enforcement activities off of federal lands within the scope of their policy, direction, authority and jurisdiction. The specific responsibilities for these activities will be identified in the Operating Plan.

CAL FIRE and Federal LE personnel will perform law enforcement duties when LE personnel have the requisite authority, jurisdiction, and availability. Anticipated activities include, but are not limited to:

- Custodial arrests for actions related to a wildland fire investigation or forest and fire law regulation action.
- Issuances of citations for forest and fire law violations.
- Fire investigation or forest and fire law regulation action that requires armed personnel.

Federal LE personnel initiating criminal actions on behalf of the Director will provide CAL FIRE with information necessary for CAL FIRE Law Enforcement Report (LE-30). CAL FIRE personnel will create annual reports of criminal actions they initiate for violations on FRA within CAL FIRE DPA and provide them to the Federal LE agencies. The information shall be provided to the agency's respective unit or forest headquarters law enforcement personnel, via channels identified in the OP. CAL FIRE and Federal Agencies shall immediately inform the appropriate agency when they do not have law enforcement personnel available to immediately respond. The agency will provide an estimated time as to when a sworn law enforcement officer will be available and responding.

EXHIBIT I **CFMA Glossary**

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

Agency: An agency is a division of government with a specific function, or a non-governmental organization (e.g., private contractor, business, etc.) that offers a particular kind of assistance. In ICS, agencies are defined as jurisdictional (having statutory responsibility for incident mitigation) or assisting and/or cooperating (providing resources and/or assistance).

Agency Administrator/Unit Administrator: Managing officer of an agency, division thereof, or jurisdiction having statutory responsibility for incident mitigation and management. Examples: NPS Park Superintendent, BIA Agency Superintendent, USFS Forest Supervisor, BLM District Manager, FWS Project Leader/Refuge Manager, CAL FIRE Unit Chief or designee, Fire Chief, Police Chief.

Agency Aircraft: Any firefighting fixed or rotary-winged aircraft owned or contracted exclusively to CAL FIRE or Federal Agencies.

Agency Representative: This ICS position serves as the point of contact for an assisting or cooperating agency which has been delegated authority to make decisions on matters affecting that agency's participation at the incident and reports to the Liaison Officer.

Air Resource Advisor: Trained personnel to be dispatched to an incident to assist with understanding and predicting smoke impacts on the public and fire personnel. They analyze, summarize, and communicate these impacts to incident management teams, air quality regulators, and the public.

All Hazard Incident: A threat or an incident, natural or manmade, that warrants action to protect life, property, the environment, and public health or safety, and to minimize disruptions of government, social, or economic activities. It includes natural disasters, cyber incidents, industrial accidents, pandemics, acts of terrorism, sabotage, and destructive criminal activity targeting critical infrastructure. This also includes the effects climate change has on the threats and hazards.

Annual Operating Plan (AOP): An annually updated document authorized by the appropriate officials for implementing the Cooperative Incident Management Agreement in their respective areas of responsibilities.

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

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

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

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

Call-When-Needed (CWN): Generally, refers to aircraft certified by CAL FIRE or Federal Agencies for intermittent use.

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

Complex Incident Management Teams (CIMT): Are responsible for managing large-scale, complex incidents anywhere in the United States. They most commonly respond to large wildfires, but CIMTs can be assigned to any complex all-risk situation.

Containment: The status of a wildland fire suppression action signifying that a control line has been completed around the fire, and any associated spot fires, which can reasonably be expected to stop the fire's spread.

Contract County: Six county fire departments within the State of California that provide initial attack fire suppression to the State responsibility Area within each County through agreements with the California Department of Forestry and Fire Protection. The counties are Kern, Los Angeles, Marin, Orange, Santa Barbara and Ventura. These contracts are for the protection for SRA only, as state law does not provide for CAL FIRE to contract with counties for the protection of FRA. These counties are not a party to this CFMA Agreement.

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

Controlled: The completion of control line around a fire, any spot fires therefrom, and any interior islands to be saved; burned out any unburned area adjacent to the fire side of the control lines; and cool down all hot spots that are immediate threats to the control line, until the lines can reasonably be expected to hold under the foreseeable conditions.

Cooperative Incident Billing Procedures: An exhibit developed in accordance with the terms of this agreement that defines each agency's billing and settlement procedures.

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

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

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

Cost Sharing Agreement: Agreements that document the financial responsibility for incident resource costs, possibly identifying requirements of other party payments.

Delegation of Authority: A statement provided to the incident commander by the agency executive delegating authority and assigning responsibility. The delegation of authority can include objectives, priorities, expectations, constraints and other considerations or guidelines as needed. Many agencies require written delegation of authority to be given to incident commanders prior to their assuming command on larger incidents.

Detection: The act or system of discovering and locating fires.

Direct Costs: All costs associated with direct incident operations and incident support ordered by or for the incident. Excludes Overhead Costs.

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

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

Emergency Support Function (ESF): A grouping of government and certain private-sector capabilities into an organizational structure to provide the support, resources, program implementation, and services that are most likely to be needed to save lives, protect property and the environment, restore essential services and critical infrastructure, and help victims and communities return to normal, when feasible, following domestic incidents. The ESFs serve as the primary operational-level mechanism to provide assistance to State, local, and tribal governments or to Federal departments and agencies conducting missions of primary Federal responsibility.

ESF Primary Agency: A Federal Agency designated as an Emergency Support Function primary agency serves as a federal executive agency under the Federal Coordinating Officer (FCO) to accomplish the ESF Mission.

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

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

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

Fire Management Action (event): An event, responded to and / or managed by the wildland fire management community, which addresses certain activities and responses undertaken by the wildland fire management community in conjunction with existing or potential fire event(s).

Fire Prevention: Activities such as public education, investigation community outreach, law enforcement, engineering, and reduction of fuel hazards that are intended to reduce the incidence of unwanted human-caused wildfires and the risks they pose to life, property or resources.

Fire Prevention Inspections: A systematic process conducted to identify and prevent hazards related to fire risks.

Fire Type: Two distinct types of wildland fire have been defined and include wildfire - unplanned ignitions or prescribed fires that are declared wildfires and prescribed fires

Fuels Management: The purpose of fuels management is to reduce hazardous fuels and risks to human communities and improve the health of the land by creating fire-resilient landscapes and restoring fire-adapted ecosystems.

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. A coordination center serves federal, state and local wildland fire agencies through logistical coordination of resources throughout the geographic area, and with other geographic areas, as well. Listings of geographic coordination centers and their respective geographic coordinating areas can be found within the National Interagency Standards for Resource Mobilization.

Incident Command System (ICS): A standardized approach to the command, control, and coordination of on-scene incident management, providing a common hierarchy within which personnel from multiple organizations can be effective. ICS is the combination of procedures, personnel, facilities, equipment, and communications operating within a common organizational structure, designed to aid in the management of on-scene resources during incidents. It is used for all kinds of incidents and is applicable to small, as well as large and complex, incidents, including planned events.

Incident Commander (IC): This ICS position is responsible for overall management of the incident and reports to the Agency Administrator for the agency having incident jurisdiction. The Incident Commander has overall authority and responsibility for conducting incident operations through a Delegation of Authority. This position may have one or more deputies assigned from the same agency or from an assisting agency(s).

Incident Management Team (IMT): A group of ICS-qualified personnel consisting of an Incident Commander, Command and General Staff, and personnel assigned to other key ICS positions.

Independent Action: Activities taken outside of a mutually agreed upon course of action to deal with threat and risk may be deemed independent action Fire suppression activities by other than regular fire suppression organizations or a fire cooperator.

Indirect Cost: See administrative costs.

Individual Fire Report: An official record of a fire, generally including information on cause, location, action taken, damage, cost, etc., from the start of the fire until completion of suppression action. These reports vary in form and detail from agency to agency.

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

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

Initial Attack Fire: Fire that is generally contained by the resources first dispatched, without a significant augmentation of reinforcements, within two hours after initial attack, and full control is expected within the first burning period.

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

Interagency: Involvement of two or more Signatory Agencies to this Agreement.

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, state or local law.

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

Line Officer: Managing officer, or designee, of the agency, division thereof, or jurisdiction having statutory responsibility for incident mitigation and management.

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

Local Government: A county, municipality, city, town, township, local public authority, school district, special district, intrastate district, council of governments (regardless of whether the council of governments is incorporated as a nonprofit corporation under State law), regional or interstate government entity, or agency or instrumentality of a local government; an Indian tribe or authorized tribal organization or, in Alaska, a Native Village or Alaska Regional Native Corporation; or a rural community, unincorporated town or village, or other public entity. (As defined in section 2((10)) of the Homeland Security Act of 2002, Public Law 107-296, 116 Stat. 2135, et seq. ((2002)).)

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

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

Master Mutual Aid (MMA): California Disaster and Civil Defense Master Mutual Aid Agreement.

Mutual Aid: Assistance in firefighting or investigation by fire agencies, without regard for jurisdictional boundaries.

Mutual Aid Agreement: A written or oral agreement between and among agencies/organizations and/or jurisdictions that provides a mechanism to quickly obtain assistance in the form of personnel, equipment, materials, and other associated services. The primary objective is to facilitate the rapid, short-term deployment of support prior to, during, and/or after an incident.

Mobilization: The process and procedures used by all organizations—Federal, State, local, and tribal— for activating, assembling, and transporting all resources that have been requested to respond to or support an incident.

Move-Up and Cover: System of redistributing remaining personnel and equipment following dispatch of other forces among a network of fire stations to provide the best possible response within the fire department's direct protection area in the event of additional calls for emergency assistance.

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

Multi-Agency Coordination (MAC)

A generalized term which describes the functions and activities of representatives of involved agencies and/or jurisdictions who come together to make decisions regarding the prioritizing of incidents, and the sharing and use of critical resources. The MAC organization is not a part of the on-scene ICS and is not involved in developing incident strategy or tactics.

Mutual Aid: Mutually agreed upon assistance in firefighting or investigation by fire agencies, without regard for jurisdictional boundaries.

Mutual Aid Agreement: Written agreement between agencies, organizations, and/or jurisdictions that they will assist one another on request by furnishing personnel, equipment, and/or expertise in a specified manner.

National Incident Management System (NIMS): A systematic, proactive approach to guide all levels of government, NGOs, and the private sector to work together to prevent, protect against, mitigate, respond to, and recover from the effects of incidents. NIMS provides stakeholders across the whole community with the shared vocabulary, systems, and processes to successfully deliver the capabilities described in the National Preparedness System. NIMS provides a consistent foundation for dealing with all incidents, ranging from daily occurrences to incidents requiring a coordinated Federal response.

National Interagency Incident Management System (NIIMS): An NWCG developed program consisting of five subsystems which collectively provide a total systems approach to all-risk incident management. The subsystems are: The Incident Command System, Training, Qualifications and Certification, Supporting Technologies, and Publications Management.

National Wildfire Coordinating Group (NWCG): The National Wildfire Coordinating Group provides national leadership to enable interoperable wildland fire operations among federal, state, local, tribal, and territorial partners.

Operating Plan (Annual): An annually updated document authorized by the appropriate officials for implementing the Cooperative Fire Management Agreement in their respective areas of responsibilities.

Prescribed Fire: A wildland fire originating from a planned ignition in accordance with applicable laws, policies, and regulations to meet specific objectives.

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

Pre-Suppression: Activities in advance of fire occurrence to ensure effective suppression action, including planning the organization, recruiting and training, procuring equipment and supplies, maintaining fire equipment and fire control improvements, and negotiating cooperative and/or mutual aid agreements.

Prevention: Activities directed at reducing the incidence of human-caused wildfires, including public education, law enforcement, personal contact, and other actions taken to reduce ignitions.

Protection Area Maps: Official maps of the annual operating plans.

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 and provided by federal or state law, contract, or agreement.

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

Protection Boundaries: The exterior perimeter of an area within which a specified fire agency has assumed a degree of responsibility for wildland fire control. It may include land in addition to that for which the agency has jurisdiction or contractual responsibility.

Reimbursable Fire Assistance (Assistance by Hire): Fire suppression resources and associated support resources needed to fill the incident order that are to be paid for by the protecting agency. Reimbursement is based on compliance with authorities and agreements in place at the time of the incident.

Response: Activities that address the short-term, direct effect of an incident, including immediate actions to save lives, protect property, and meet basic human needs. Also includes the execution of emergency operations plans as well as mitigation activities designed to limit the loss of life, personal injury, property damage, and other unfavorable outcomes.

Responsibility Areas: Agency with primary responsibility for fire suppression on any particular land area. See definitions for Local Responsibility Area (LRA), State Responsibility Area (SRA), and Federal Responsibility Area (FRA) elsewhere in glossary.

Standardized Emergency Management System (SEMS): The Standardized Emergency Management System is the cornerstone of California's emergency response system and the fundamental structure for the response phase of emergency management. The system unifies all elements of California's emergency management community into a single integrated system and standardizes key elements.

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

Strategic: Strategic elements of incident management are characterized by continuous, long-term, high-level planning by organizations headed by elected or other senior officials. These elements involve the adoption of long-range goals and objectives, the setting of priorities, the establishment of budgets and other fiscal decisions, policy development, and the application of measures of performance or effectiveness.

Structure Defense: The protection of homes or other structures from wildland fire before the fire reaches the structure; exterior fire protection measures.

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

Suppression: All the work to extinguish or limit wildland fire spread.

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

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. This is accomplished without losing or abdicating authority, responsibility, or accountability.

Unified Ordering Point (UOP): When an incident involves more than one jurisdiction, and unified command is activated, a unified ordering point (UOP) shall be established as a single ordering point for all resources required by the incident. The goal of the UOP is to allow the agencies involved in the incident the opportunity to fill requests at the lowest level including the use of local mutual aid and assistance, to avoid duplication of orders and to provide a single system for tracking resources for cost share agreements. The UOP will use the Order Number that has been assigned by the agency in whose Direct Protection Area (DPA) the incident started. This number should not change for the duration of the incident.

Unit Administrator/Agency Administrator: Managing officer of an agency, division thereof, or jurisdiction having statutory responsibility for incident mitigation and management. Examples: NPS Park Superintendent, BIA Agency Superintendent, USFS Forest Supervisor, BLM District Manager, FWS Project Leader/Refuge Manager, CAL FIRE Unit Chief or designee, Fire Chief, Police Chief.

Use of Wildland Fire: Management of wildfire or prescribed fire to meet resource objectives specified in land/resource management plans.

Wildfire: A wildland fire originating from an unplanned ignition, such as lightning, volcanos, unauthorized and accidental human caused fires, and prescribed fires that are declared wildfires.

Wildland: An area in which development is essentially non-existent, except for roads, railroads, powerlines, and similar transportation facilities. Structures, if any, are widely scattered.

Wildland Fire: Any non-structure fire that occurs in vegetation or natural fuels. Includes wildfires and prescribed fires.

Wildland Fire Decision Support System (WFDSS): The Wildland Fire Decision Support System (WFDSS) assists fire managers and analysts in making strategic and tactical decisions for fire incidents. It has replaced the WFSA (Wildland Fire Situation Analysis), Wildland Fire Implementation Plan (WFIP), and Long-Term Implementation Plan (LTIP) processes with a single process that is easier to use, more intuitive, linear, scalable, and progressively responsive to changing fire complexity.

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

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

EXHIBIT J
Cooperative Incident Billing Procedures

The intent of this Exhibit is to ensure that CAL FIRE and the Federal Agencies will cooperate to the maximum extent possible to provide for full and equitable cost recovery, standardized agency-specific billing structures, and agreed-upon agency incident billing packages. This Exhibit may be changed and amended by written mutual consent of the parties hereto.

CAL FIRE and Federal Agencies acknowledge that differences exist between Agency accounting systems and the ability to generate reports. Billing documentation will be provided with the best information available, within the constraints of each Agency’s accounting systems, to support the billing package.

Based on the mutual agreement and conditions above, it is agreed as follows:

1. NON-INCIDENT AND NON-WILDFIRE RELATED BILLINGS

Non-incident billings will be in accordance with their respective agreements and/or operating plans. Examples can include but are not limited to fuels projects, shared facility agreements, operating plans, weather prediction/planning services, etc.

2. THIRD PARTY COST RECOVERY (Federal Agencies)

When responding to and suppressing a wildland fire, the federal agency that has the land management jurisdiction or protection agency (i.e., the agency that administers the land at point of origin) is considered the “lead” agency. Other federal agencies, which provide fire protection or perform other fire related services, are considered “cooperating agencies.”

For fires with trespass matters, cooperating federal agencies shall provide cost figures and cost documentation to the lead agency as applicable. Such costs include fire suppression, natural resource damages, emergency stabilization and rehabilitation. Cooperating agencies will provide an estimate of these costs to the lead agency as soon as possible. As final costs are determined, this information also will be provided to the lead agency.

3. BILLING INVOICE REQUIREMENTS

- One incident per invoice. If an incident crosses state or federal fiscal years, then more than one invoice may be submitted.
- Federal invoices that include transactions that cross the State of California’s fiscal year (July 1) will identify costs for each fiscal year except for payroll expenses.
- Invoice requirements include: an invoice number, UEI number, incident name, incident response start date, incident response end date, incident numbers (State and Federal), administrative fee, and amount of bill. If there is a change of contact on a Federal agency, confirm the new State Supplier ID.
- Contact point for questions – name/phone number.

4. BILLING SUPPORT DOCUMENTATION COMPONENTS

Invoice supporting documentation elements are incorporated within an agency’s cost summary for an incident. Under best practices, a cost summary may include the following:

- Cache report when applicable
- Resource orders/numbers available on request (IROC)

- Personnel time summary and employee listing (or justification for indirect staff resources)
- Aviation (including base/flight support resources, retardant costs and airport landing fees), Fleet, Equipment, Travel and Contract/Vendor procurement summaries
- Supplies and related staff resources for supply support

5. BILLING PROCEDURES AND TIMELINES

Incident billing packages, with the exception of certain FEMA, Civil Cost Recovery and other incidents that warrant specific time frames, should be submitted, no later than 10-months from the date the incident is declared controlled. Billing deadlines set forth herein are intended to encourage prompt billing. Failure to meet these timelines shall not be construed as a release or waiver of claims for reimbursement against the other party. If the 10-month timeframe cannot be met, notification shall be made to the appropriate California Incident Business Group (CIBC) Advisor.

For billing dispute issues, the CIBC representative will then document and communicate the delay of billing to the affected agency or subsequently to the CIBC group if necessary to resolve.

For Fire Management Assistance Grant (FMAG) approved fires, the timelines for Assistance by Hire incident invoices are accelerated to assist CAL FIRE, as a sub-grantee, to meet grant application deadlines imposed by the California Governor's Office of Emergency Services (Cal OES). Federal wildland fire agencies hired under Assistance by Hire should submit their incident billing estimates within 5 months.

The above paragraphs outline standard business practices between the Agencies. However, it is recognized that certain situations may warrant CAL FIRE and Federal Agencies to cooperate and resolve bills and/or cost packages prior to established timelines. If necessary, these situations will be dealt with at CAL FIRE headquarters or the Federal, State, or regional level, i.e., cost share scenarios.

Federal invoices – All invoices may specify a due date of 30 days after the date of issuance.

State invoices – All invoices may specify a due date of 45 days except during a declared fire season when the invoices may specify a due date of 75 days.

6. REVIEW OF THE BILLING PACKAGE

The intent of the review process is to verify receipt of services and that charges are appropriate. Issues with a bill package should be resolved at the lowest level.

1. Any agreed upon billing change shall be documented on the Interagency Modification for Services Worksheet and signed by both parties at the local level. A copy of the Interagency Modification for Services Worksheet is located as Appendix J-1.
2. Issues that cannot be resolved at the local level will be documented on the Interagency Modification for Services Worksheet and returned to the accounting office for resolution by the respective Agency CIBC representatives, or if the Agency CIBC representatives cannot resolve the dispute, the billing package will be referred on the Interagency Modification for Services Worksheet to the California Wildfire Coordinating Group (CWCG) with recommendations for resolution.

Once resolution has been achieved, the original bill and the **Interagency Modification for Services Worksheet** will be forwarded to the issuing office for modification and payment as appropriate.

- This worksheet should be received by the Federal accounting office **before** 30 days have passed since the issuance of the original bill **OR** if the 30-day deadline cannot be met, notification should be given to the Federal accounting office **prior** to 30 days.

All disputed billing issues should be resolved no later than 120-days from the time of notification to the billing agency. If no response, the matter should then be raised between the respective agencies' upper management and then to the CIBC for response and attention.

7. COST SHARE AGREEMENTS SETTLEMENT PROCESS

For cost share agreements, the lead Federal Agency based on incident order number will have the primary responsibility to collect and aggregate billings for other involved Federal agencies. Each Federal agency will settle incident accountability separately.

Cost share agreement settlements should occur prior to resolution of any claims against any responsible party. In situations where all cooperating Agencies who are party to the cost share agreement have collected civil cost recovery or court ordered restitution prior to settlement, collections will be deducted from agency costs brought to the settlement. Actions that do not fit the above given situation or those addressed in the California Master Cooperative Wildland Fire Management and Stafford Act Response Agreement will be referred to CIBC.

8. MINIMUM BILLING AMOUNTS

As required by CAL FIRE and Federal departmental regulations, the current minimum billing amount for the total cost of an incident, prior to the administrative overhead being added is:

1. \$2,000 for all business activity, including aviation, between California Department of Forestry and Fire Protection and the Department of Interior, and
2. \$5,000.00 for all business activity, including aviation, between California Department of Forestry and Fire Protection and the Department of Agriculture, Forest Service.

If regulatory provisions modify the level of billing minimums, the affected Agency will immediately notify CIBC for modification to this Operating Plan.

9. NON-BILLABLE ITEMS

The following items are not considered billable by the Agencies:

- Incident home unit dispatchers not on specific incident request numbers
- Non-expendable accountable property
- Claims and award payments
- Interest and indemnities payments
- Move-Up and Cover/Back Fill (except when ordered or in operating plan)
- Bulk Fuel
- Training activities that are not directly related to the incident.
- Agency-specific Burned Area Emergency Rehabilitation (BAER)
- Suppression damage rehabilitation

10. BILLABLE AND SHAREABLE COSTS

A. ASSOCIATED COSTS NOT DIRECTLY TIED TO RESOURCE ORDERS:

There are associated costs that both CAL FIRE and Federal Agencies incur in providing resources to an incident. Per the California Master Cooperative Wildland Fire Management and Stafford Act Response Agreement, Recital 22.

1. REIMBURSABLE FIRE ASSISTANCE (ASSISTANCE BY HIRE)

“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 Fire Assistance (Assistance By Hire). While on the surface, they are not ordered “by and for the incident,” they are necessary to mobilize ordered resources or services to the incident, conform to the agency’s systems of internal control, and are valid charges to the incident. These associated costs that are a result of the incident are considered to be added costs to the agency and activities and are not already a component of the administrative fee/charge.

Examples include but are not limited to:

- Dispatcher – includes dispatchers performing non-routine dispatch activities in support of the incident (expanded dispatch).
- Airbase personnel – include personnel working in support of the incident.
- Warehouse personnel – include local and regional cache/service center personnel performing non-routine activities in support of the incident. Note that warehouse support activities may not coincide with the incident period and could be an extended time window after the incident end date, still being reimbursable for that incident.
- Mobilization centers – include personnel performing activities within a Mob Center in support of the incident. These mobilization centers are established by CAL FIRE and Federal Agencies to support the incident and may be located outside California.
- Transportation cost – this includes personnel performing activities in support of the incident or mobilization centers. This may also include salaries, mileage, and lodging/per diem. Documentation should be supported with invoicing support tied to the given incident. Resource ordering reference should be used where possible.
- Temporary incident payment center activity – include personnel performing activities in support of the incident, which may include salaries, travel expenses, supplies, and temporary facility rental.
- Agency support cost covered under specific labor agreements. Includes cost of lodging/per diem and related mileage to and from the incident. Where an incident has an established base camp and food support already provided, meal costs outside of that resource as an exception should be documented with associated justification.
- Under some circumstances rental cars are approved as part of an overhead resource order and may not have a specific resource order number attached to it.

2. DIRECT COSTS – NOT ON RESOURCE ORDER

Some examples of resources that may be assigned to an incident, but never receive a request number are as follows:

- Helicopter Modules and Helitenders frequently arrive with only one “A” number and the personnel are not assigned individual overhead request numbers.
- California Department of Corrections and Rehabilitation (CDCR) custodial personnel assigned to inmate crews.

The above examples are not all inclusive. They are provided to demonstrate some of the valid costs incurred by all agencies that are both billable and shareable. They may not be individually identified on a resource order but are part of the compliment of the resource ordered.

3. AIRCRAFT COSTS

CAL FIRE and Federal Agencies have agreed that all aircraft costs are billable (see item 10 for minimum billing amounts). This includes availability, flight costs, landing fees, retardant, abort costs, and per diem expenses when aircraft are held overnight. Availability includes daily availability, extended availability, standby, and extended standby. Agencies will bill a portion of the daily availability rate to an incident. Daily availability will be prorated by the hourly flight time charged to the billed incident (exceptions may include when an aircraft is out of its contract period). Aircraft landing fees and appropriate retardant costs will be itemized separately.

CAL FIRE and Federal Agencies have agreed that during a single calendar day any aircraft may be needed for multiple drops on multiple incidents that may not be supported by resource orders but would be supported by the agency’s source bill. It is also understood that travel costs may be incurred after the release date and time. These costs will be billed in accordance with the National Interagency Standards for Resource Mobilization, Chapter 50, Aircraft Mobilization that states in part, “All aircraft release information will be entered into IROC.”

4. MEDICAL AND FIRST AID SERVICES

All agencies utilize various medical treatment and first aid programs on incidents. These costs, as well as the Incident Medical Unit costs, are shareable and billable. Examples include but are not limited to: Agency Provided Medical Care (APMC) and Disaster Medical Assistance Teams (DMAT).

Each agency provides its own Office of Workers Compensation Program (OWCP) or State Workers Compensation coverage. These costs are agency-specific and are not shareable or billable.

5. VEHICLE EXPENSES

There are various types of rates for agency vehicles: Daily Rates, Use Rates, Mileage Rates, Hourly Rates, and Fixed Operating Rate (FOR). Any of these expenses may be legitimately charged to incidents.

Daily/Use Rates are based on and intended to cover the costs of normal operation and normal wear-and-tear such as tire repairs (not purchases), fuel, and oil/oil filter changes. Oil and filter changes and tire replacements that are not within normal cycles are legitimate charges to individual incidents and are excluded in the historical calculation of Daily/Use and FOR. Costs for vehicle expenses that are not within normal maintenance cycles are shareable and billable.

Expenses charged to an incident, which are related to reasonable repair work needed to keep equipment working on a going incident, will be shareable and billable. These expenses may include labor and parts for contractors or federal and state cooperators.

CAL FIRE and Federal Agencies will not bill for vehicle damage or loss.

CAL FIRE and Federal agency vehicle costs are generally figured "wet." If fuel, oil, etc. are provided to another agency's "wet" vehicles, those charges are billable. Charges for motor fuels and vehicle lubricant costs supplied by the protecting agency will be billed separately.

6. ADMINISTRATIVE / INDIRECT RATES

The CFMA allows an indirect or administrative charge to be applied to all direct costs. For CAL FIRE, this rate is referred to as the "Emergency Response Overhead Rate" and is developed annually by the CAL FIRE Budget Office and presented in writing to the federal agencies. For the federal agencies, this rate is referred to as an "Overhead Assessment Rate", "Administrative Rate", or "Burden Rate" and is developed annually by the various agencies' financial service offices and presented through written program or policy direction.

For CAL FIRE and Federal Signatory agencies, the rate in effect at the time of the incident is what is applied.

11. RETARDANT USE AND SERVICES AT JOINT BASES

CAL FIRE and the Forest Service jointly share the operations at three air tanker bases – Fresno, Porterville, and Redding. The Forest Service administers the contract for retardant products and services at these bases.

Under the terms of this Agreement, the Forest Service can invoice CAL FIRE and be reimbursed for the use of these products and services.

In similar fashion, where the Forest Service needs aviation support from CAL FIRE airbases where CAL FIRE administers contracts for retardant products and services, CAL FIRE can invoice the Forest Service accordingly for similar reimbursement.

In both instances, invoicing shall follow billing procedures as outlined in the remainder of this Exhibit.

12. FISCAL YEAR OBLIGATIONS

All agencies have fiscal year end obligation responsibilities. CAL FIRE's fiscal year is July 1 through June 30. The federal agencies fiscal year is October 1 through September 30. Therefore, for incidents not involved at the close of the respective fiscal years, the billing agency will provide obligation amounts to the other agency as requested in writing.

13. ANNUAL REVIEW OF INVOICING PROCESSES

Agencies with outstanding issues/concerns will meet on an annual basis to review those incident billings and settlements that remain unpaid or contested for the previous year.

1. CONTINUOUS IMPROVEMENT BILL REVIEW

As a training activity for the CIBC, a sample of challenging cost shares or complex billings can be worked on as the CIBC meets for both education and progress.

For the purpose of ensuring process improvements throughout the term of this Exhibit, the agencies agree to review identified CAL FIRE and Federal cost packages, at the discretion of any of the agencies, not to exceed one package per year. This review will validate compliance with this Exhibit and allow all CAL FIRE and Federal Agencies to maintain confidence with the internal controls related to incident costs. Identification of the specific bills will follow the process below:

- i. CIBC will recommend two paid bills (Assistance by Hire and/or Cost Share, one CAL FIRE and one federal) from the previous calendar year to review.
- ii. CIBC will be responsible for the review process and completing a final written report for submission to CWCG.

14. AUDIT REQUESTS

In the event of an audit, upon request and within the constraints of their respective accounting systems, each agency will provide additional detail for billing packages.

This Exhibit will be in effect for the duration of the California Master Cooperative Wildland Fire Management and Stafford Act Response Agreement and reviewed on an annual basis.

15. INTERNAL CONTROL

Effective control and accountability must be maintained for all records associated with receipt of federal funds. Cooperators must keep effective internal controls to ensure documentation of federal funds received are tied to their respective incident activity and used solely for reimbursement of such authorized purposes. Respective evidence would include reimbursement account records, report of collections and original incident expense reports justifying such reimbursements.

16. ACCOUNTING RECORDS

Cooperators must maintain records by incident which adequately identify the authorized expenses to be reimbursed for that incident. For the purpose of reimbursement, supporting documentation shall include expense reports for that incident and receipts for procurement and contracting obligations. Such documentation will be made available to the Federal Agency upon request.

17. SOURCE DOCUMENTATION

Accounting records for each incident must be supported by source documentation such as receipts, time and attendance records, contract and procurement pay documents and cooperator system expense reports by incident confirming final ledger and liquidation.

18. INCIDENT BILLING CONTACTS BY AGENCY

Christina Rich – BIA

Fire Budget Analyst Bureau of Indian Affairs
2800 Cottage Way, W-2820 Sacramento, CA 95825
Office: (916) 978-6169
Cell: (916) 215-5653
Email: christina.rich@bia.gov

Vanessa Kobilis – BLM

State Fire Business Analyst
Bureau of Land Management
2800 Cottage Way, W-1623
Sacramento, CA 95825
Office: (916) 978-4446
Cell: (916) 406-4990
Email: vkobilis@blm.gov

Monica Sanchez – CAL FIRE

Emergency Response Billing Manager
710 Riverpoint Court West
Sacramento, CA 95605
Office: (916) 894-9708
Email: monica.sanchez@fire.ca.gov

Veronika Klukas – FWS, Pacific Rim

Fire Business Specialist
Fish & Wildlife Service
911 NE 11th Avenue
Portland, OR 97232
Cell: (307) 250-5684
Email: veronika_klukas@fws.gov

Robert Rivelle – NPS PWR

Regional Budget Analyst,
F&A Management
National Park Service
Interior Regions 8, 9, 10, and 12
555 Battery Street, Suite 122
San Francisco, CA 94111
Cell: (707) 498-1761
Email: robert_rivelle@nps.gov
Email all invoices to:
PWRO_FireAdmin@nps.gov

Heidi Chamber – USFS, R5

Supervisory Incident Business Specialist,
Cooperative Fire Agreements & Cost Shares
U.S. Forest Service, Region 5
1323 Club Drive
Vallejo, CA 94592
Cell: (530) 648-6044
Email: heidi.chambers@usda.gov

APPENDIX J-1
Interagency Modification for Services Worksheet

Interagency Modification for Services Worksheet			
This form will be used when any agency is recommending a different payment amount than what was billed. Any recommended modifications to a bill/invoice must be in accordance with procedures established in the Billing Operating Plan, Exhibit 7, Section 1, A - C. This worksheet will be used to document the reason for the recommended modification. Upon agreement by the respective agencies, the original bill/invoice and the original worksheet will be sent to the issuing agency. A copy of the worksheet will also be provided to the paying agency.			
Date:			
Incident Name:		Incident Dates:	
Agency Accounting Fire Code:		Agency Unit:	
Incident #:		Other Incident #:	
Bill for Collection / Invoice #:			
Billing Agency: USDA Forest Service Albuquerque Service Center Cooperative Agreements 4000 Masthead St NE Albuquerque, NM 87109-4400		Paying Agency: State of California Department of Forestry and Fire Protection Department Accounting Office P.O. Box 997446 Sacramento, CA 95899-7446	
Original Invoiced Amount:	<i>Increase or Decrease +/-</i>	<i>Revised Amount</i>	
	0.00	\$ 0.00	
+/- Amt:	Explanation of Change:		
Indirect %:	<i>Applied to Direct Costs of</i>	<i>Change in Indirect Cost</i>	<i>(The four fields with italicized headers without colons should auto calculate.)</i>
9.25%	0.00	0.00	
By signing this form both parties agree to the changes being recommended to the Bill / Invoice referenced above. If agreement is not reached, note and return to accounting office.			
Field Review - Billing Agency - Date:		Field Review - Paying Agency - Date:	
Name (Printed):		Name (Printed):	
Title:		Title:	
Signature:		Signature:	
Phone:		Phone:	
If field units cannot agree on changes, forward to the accounting office for review by CIIFA or CWCG as appropriate.			
CIIFA Review - Billing Agency - Date:		CIIFA Review - Paying Agency - Date:	
Name (Printed):		Name (Printed):	
Title:		Title:	
Signature:		Signature:	
Phone:		Phone:	
CWCG Review - Billing Agency - Date:		CWCG Review - Paying Agency - Date:	
Name (Printed):		Name (Printed):	
Title:		Title:	
Signature:		Signature:	
Phone:		Phone:	

Interagency Modification for Services Worksheet			
<p>This form will be used when any agency is recommending a different payment amount than what was billed. Any recommended modifications to a bill/invoice must be in accordance with procedures established in the Billing Operating Plan, Exhibit 7, Section 1, A - C. This worksheet will be used to document the reason for the recommended modification. Upon agreement by the respective agencies, the original bill/invoice and the original worksheet will be sent to the issuing agency. A copy of the worksheet will also be provided to the paying agency.</p>			
Date:			
Incident Name:		Incident Dates:	
Agency Accounting Fire Code:		Agency Unit:	
Incident #:		Other Incident #:	
Bill for Collection / Invoice #:			
Billing Agency: State of California Department of Forestry and Fire Protection Department Accounting Office P.O. Box 997446 Sacramento, CA 95899-7446		Paying Agency: USDA Forest Service Albuquerque Service Center Cooperative Agreements 4000 Masthead St NE Albuquerque, NM 87109-4400	
Original Invoiced Amount:	Increase or Decrease +/-	Revised Amount	
	0.00	\$ 0.00	
+/- Amt:	Explanation of Change:		
Indirect %:	<i>Applied to Direct Costs of</i>	<i>Change in Indirect Cost</i>	<i>(The four fields with italicized headers without colons should auto calculate.)</i>
9.25%	0.00	0.00	
By signing this form both parties agree to the changes being recommended to the Bill / Invoice referenced above. If agreement is not reached, note and return to accounting office.			
Field Review - Billing Agency - Date:		Field Review - Paying Agency - Date:	
Name (Printed):		Name (Printed):	
Title:		Title:	
Signature:		Signature:	
Phone:		Phone:	
If field units cannot agree on changes, forward to the accounting office for review by CIIFA or CWCG as appropriate.			
CIIFA Review - Billing Agency - Date:		CIIFA Review - Paying Agency - Date:	
Name (Printed):		Name (Printed):	
Title:		Title:	
Signature:		Signature:	
Phone:		Phone:	
CWCG Review - Billing Agency - Date:		CWCG Review - Paying Agency - Date:	
Name (Printed):		Name (Printed):	
Title:		Title:	
Signature:		Signature:	
Phone:		Phone:	

EXHIBIT K
ACCIDENT / INJURY FLOW CHART

