

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

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, Room W2606
Sacramento, CA 95825
Phone: (916) 414-6464
FAX: (916) 414-6486

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

National Park Service
Fire Management
333 Bush Street Suite 500
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
9th Street
Sacramento, CA 94244
Phone: (916) 653-8362
FAX: (916) 653-9708

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

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EXHIBIT B

**California Cooperative Fire Management Agreement
CFMA OPERATING PLAN TEMPLATE**



R5 FS Agreement No. 13-FI 110502012-148

CAL FIRE Agreement No. 7CA02025

CA BLM Agreement No. L13AC00004

FWS Agreement No. 80233-13-J001

NPS Agreement No. P13AC00029

BIA Agreement No. A13AC00001

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*** Italicized verbiage is considered sample language and may be used at the unit discretion. When completing this AOP, it is recommended that a copy of the CFMA is available for reference. [Delete prior to submission]*

- *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 the State and the Federal Agencies dated January 2013. 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.

III. PURPOSE

This Operating Plan provides the officers and employees of the agencies 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 Refuge (XXR)*

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5. XXX Unit (XXU)

B. Direct Protection Area Boundaries:

Agencies to this agreement 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:

<http://gacc.nifc.gov/oscc/cwecg/gis/maps/index.html>

DPA boundaries will be reevaluated during preparation of each AOP and field review. When the need to change the DPA boundary is identified, the affected local unit will recommend such change for review and approval by the Agency Administrators. Protection boundaries are approved by CWCG, and identified on official maps and kept on file in each unit's office. Refer to CFMA page 10.

C. Reciprocal Fire Protection (Mutual Aid) and Closest Forces Concept:

- This section should 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.
- Review CFMA Section 22 A and 31.

Protection units shall coordinate their initial attack response by utilizing the "closest forces" to each planned response area, agreeing to which resources will be automatically dispatched, and entering that planned response in their individual dispatch data bases. All resources except aircraft listed in the initial attack planned response will be Mutual Aid for up to 24 hours from the time of initial dispatch. All other ordered resources will be Assistance by Hire.

D. Move-Up and Cover:

- Review CFMA Section 32.

If agreed to by the supporting agency unit, fire engines may be used for move-up and cover assignments on a Mutual Aid basis for up to 24 hours. Otherwise, move-up and cover assignments will be on assistance by hire basis. Move-up and cover resources may be ordered directly between adjacent interagency protection units. The protecting agency should provide vehicle fuel, minor maintenance, and lodging at no cost to the supporting agency.

E. Special Management Considerations:

- Describe Unit-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 dozers for fireline construction is the most impacting action and should be avoided, except in situations where

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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 instructions 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. Cultural and Archeological Sites*
- 5. Roadless Areas*
- 6. Communities/Structures*
- 7. Threatened and Endangered Species*
- 8. State Parks with SRA located within Federal DPA*
- 9. Other areas identified in land management planning documents or otherwise requiring special procedures.*

F. Non-Wildland Fire Emergencies:

When State resources are covering a federal station, they may be dispatched to structure or other fires, medical aid calls, or other emergency incidents.

Federal resources may be requested to respond to non-wildland fire emergencies, but will only provide assistance commensurate with the policies and training of the responding personnel and equipment.

G. Wildfire Suppression Activity Damage Repair:

Repair of suppression activity damage (e.g., spreading of dozer berms, installation of water bars, minor road repairs, etc.) will normally be done by the agency with direct protection responsibility for the fire as an integral part of overhaul/mop-up. Protecting and Jurisdictional Agencies may develop written suppression repair plans. Suppression repair

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work should occur with oversight from Resource Advisors and Suppression Repair Specialists.

Specialized equipment may be needed to complete necessary erosion control work, especially in highly erodible soils. Protecting agency will order proper equipment needed to repair damage such as excavators or masticators. In extraordinary circumstances, such as excessively wide dozer lines, excessive slopes, or significant damage in highly sensitive areas, additional efforts may be needed, e.g. providing adequate ground cover (pulling brush back over lines or spreading rice straw). Any rehabilitation beyond this level is the responsibility of the landowner.

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. If the objectives are determined by the State (for SRA) or by a federal agency (for federal lands) to be different than the objective for the surrounding area, the area shall be considered a Special Management Area (see Section XX above).

Since a wildland fire could be the result of an escape from a prescribed fire being conducted by one of the parties to this Operating Plan within the Direct Protection Area of another party, suppression policy should be determined in advance. A contingency plan outlining suppression objectives should be developed jointly between the agency conducting the prescribed fire and the protecting agency as an integral part of the prescribed fire burn plan.

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:

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:

- AOP should address qualification and certification standards applicable to the involved parties.

As per the NWCG memorandum Qualification Standards During Initial Action, March 22, 2004, the PMS 310-1 Wildland Fire Qualification System Guide, and CAL FIRE Handbook Section 4039, Position Qualification Standards:

- a) The 310-1 qualification/certification standards are mandatory only for national mobilization of wildland fire fighting resources.*
- b) During initial action, all agencies (federal, state, local and tribal) accept each other's standards. Once jurisdiction is clearly established, then the standards of the agency(s) with jurisdiction prevail.*
- c) Prior to the fire season, federal agencies should meet with their state, local, and tribal agency partners and jointly determine the qualification/ certification standards that will apply to the use of local, non-federal firefighters during initial action on fires on lands under the jurisdiction of a federal agency.*
- d) The Geographic Area Coordinating Group should determine the application of 310-1 qualification/certification standards for mobilization within the geographic area.*
- e) On a fire where a non-federal agency is also an agency with legal jurisdiction, the standards of that agency apply.*

VII. MAPS

The latest Federal agency map indicating land ownership will be used to display the information required in this Operating Plan. Maps will be kept on file in the headquarters office of each protection unit, with copies forwarded to the Region Command Center/Zone dispatch office. The following items shall be shown on each map according to the attached standard legend:

- A. Protection Boundary (DPA)**
- B. Protection Unit Facilities**
- C. Administrative Boundaries**
- D. Special Management Areas with approved suppression plans.**

VIII. OPERATING PROCEDURES

A. Notification and Reports:

Notification of fires burning or threatening the lands of another agency will be made promptly by the protecting agency to the 24-hour phone number shown in the Administrative Listing (see page xxx) within the time frames specified in Section 33 of the CFMA Agreement.”

A copy of the fire report for fires on SRA within federal direct protection will be sent to the appropriate State Unit within the time frames specified in Section 33 of the CFMA Agreement.”

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 within the time frames specified in Section 33 of the CFMA Agreement, within the time frames specified in Section 33 of the CFMA Agreement

Completed fire reports will be provided as soon as possible following the protecting agency's policy on time frames for report completion, in no case later than 20 days after the fire is declared out within the time frames specified in Section 33 of the CFMA Agreement.”

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. - Joint Response Coordination:

- **NOT ADDRESSED IN CFMA**

In joint response or boundary fire situations, these guidelines should be followed to coordinate initial attack response:

- 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. Each agency will dispatch its closest available resources according to the preplanned response criteria. Dispatchers of cooperating protection units should keep each other advised of the status of initial attack resources.*
- 3. Any additional information obtained about the fire will be immediately shared with the other agency.*

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4. *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 Order Number. All subsequent ordering shall be done against the Order Number of the agency in whose Direct Protection Area the fire originated (see Page 5, paragraph 34 in the 2008 CFMA Agreement).*

D. Boundary Fires:

The first arriving officer of either agency is responsible for immediately determining the exact location and jurisdiction of the incident. Once the location is determined and it is safe to do so the protecting agency will take over coordination. The coordinating agency may use or return the incoming resources of the other agencies. The following guidelines apply to initial attack, extended attack, or major fire situations:

1. **Unified Command:** A Unified Command organization will be implemented on all boundary fires. While in unified command, the Agency Administrators and/or Incident Commanders of the involved agencies shall mutually agree upon fire objectives, strategies, commitment of agency resources, priorities, and establishment of a Unified Ordering Point.
 - a. When any agency operating on a Unified Command incident decides to change command and/or staff personnel it will inform and coordinate this action with all other participants.
 - b. If it is determined that the fire is confined to the DPA of the State or the Federal agencies, the protecting agency will designate an Incident Commander. If necessary, the protecting agency may request the supporting agency to assume command of the fire.
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.*

E. Assistance by hire and 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 nature of the assignment, and the urgency of need), and processed and recorded through appropriate channels. Preplanned initial attack ordering will be as per XX above.

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F. Aircraft Use:

- Use of aircraft will comply with the Interagency Aircraft Utilization Guidelines, Exhibit G of the CFMA.

G. Handcrews and Dozers:

H. 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 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.

I. Interagency Sharing of Communications Systems and Frequencies:

A Cooperative Radio Frequency Plan specifying the radio frequencies available for shared use and any appropriate guidelines or restrictions for such use are attached (Addendum 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 for frequency list.

J. 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.
- Responding and requesting parties should identify any mileage limitations from mutual boundaries where “mutual aid” is either pay or non-pay status. Also, for some fire departments, the mileage issue may not be one of initial attack “mutual aid,” but of mutual assistance. In this

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situation, you may have the option to make it part of this agreement or identify it as a situation where the request would be made to the agency having jurisdiction, which would then dispatch the fire department.

K. Shared Equipment Facilities and Services:

- *Authorization and conditions for the use of shared equipment, facilities, or services will be jointly developed according to the provisions of the CFMA.*

L. Wildland Fire Decision Support System:

Wildland Fire Decision Support System (WFDSS) entry is required whenever a fire is on or threatening federal lands. It is the responsibility of the appropriate federal line officer (or designee) to complete and document the WFDSS. It is the responsibility of the Incident Commander (or designee) to participate in the WFDSS process and to develop an achievable WFDSS, and to use the WFDSS 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

M. Post-Incident Action Analysis:

- Refer to CFMA Section 66.

Upon the request of an Agency Administrator, a post-incident action analysis (critique) may be initiated for any fire escaping initial attack to obtain information that may enhance the administration of the Agreement or this Operating Plan. Any such critique should involve members of the incident command and general staffs, and officers from each involved protection unit. The appropriate next higher level office of each agency may also be invited to participate in or facilitate the critique.

N. Reimbursement and compensation

- Refer to CFMA Operating Plan for Incident Billing located at www.xxxxx

IX. FIRE PREVENTION ACTIVITIES

A. General Cooperative Activities:

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

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mutual interest whenever practical. **Exhibit I of the 2013 CFMA Agreement**, covers enforcement of fire laws, determination of cause and preservation of evidence, burning and campfire issuance, restrictions and closures, and fire safe planning.

B. Information and Education:

1. *Fire Danger Operations: The protection units 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 units 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: Protection units 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:

1. *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.*
2. *Fire Prevention Inspections: Reference (CFMA Exhibit I)*

D. Enforcement:

1. *Burning and Campfire Permits:*
 - a. *Only Federal personnel will issue permits, when required, for project burning (other burning) on federal lands. Where federal lands are located within a State Direct Protection Area, the appropriate State Unit will be consulted before issuance, and the provisions shall require:*

1) That no burning be allowed during any time period when State burning

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permits in the same area have been suspended.

2) That the State will be notified prior to the start of any burning operation.

b. Authorized Federal personnel will issue permits for burning on SRA lands within federal Direct Protection Areas only for campfires, dooryard premises burning and other burning permitted under the scope of the CAL FIRE LE-5 burn permit. Whenever agricultural burning is the selected type of burning under an LE-5 burn permit, food production will be used as its justification for issuance by a federal agent.

All other forms of wildland permit burning done in federal direct protection areas as provided by California Public Resources Code Section 4491 shall be issued by a delegated State employee and in conjunction with the appropriate federal agency. Such permits may include prescribed burning 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, which is declared to be a public purpose. The responsible State protection unit shall notify the appropriate federal protection unit whenever a Timber Harvest Plan is being implemented in federal direct protection areas.

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

d. Federal and State officers issuing permits should solicit the cooperative participation of a representative of the other agency whenever appropriate.

e. 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 Units desiring burning permit suspensions for SRA lands within their direct protection area shall route their requests to the CAL FIRE Unit Chief.

- 2. Restrictions and Closures: When any unit plans, activates, or deactivates any suspension, closure, or restriction, the adjacent protection unit(s) will be consulted and a copy of the notice immediately provided. Federal restrictions and closures will not affect SRA lands within federal direct protection areas.*
- 3. Fire Origin and Cause Determinations: Authorized Federal agency personnel will conduct an origin and cause determination of any wildfire originating in federal DPA. State agency personnel will 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. After consulting with each other, authorized Agency administrators will determine whether the agency with original jurisdiction needs to assume the full responsibility for the overall investigation.*

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IX. GENERAL PROVISIONS

A. Periodic Reviews:

Each Unit will make available to the State at least one day during the fire season for an on-the-ground inspection of the federal operations under this Operating Plan. Each CAL FIRE unit will make available to the federal agencies at least one day during the fire season for an on-the-ground inspection of state operations under this plan.

B. Updating of Plan:

All units will meet at least annually to review the entire Operating Plan and update it as necessary. The final plan will be posted to the CAL FIRE 8500 Handbook Exhibits section by May 15 annually.

C. Public Information:

All units will attempt to provide only current, accurate information on their own activities to the public or media, to refer inquiries to the appropriate agency, or to develop a joint response when the topic relates to cooperative efforts under this Operating Plan.

D. Budget Changes:

If during the effective period of this Operating Plan any unit receives a budget change (increase or decrease) that could significantly modify the provisions of this plan, a revision to the plan will be jointly negotiated.

E. 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 agreed to in advance by 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.

F. Agency Reviews and Investigations:

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

G. 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 State Unit office will be designated as the primary contact for the Federal entities.

H. Interagency Training:

Interagency training activities can be mutually beneficial and units 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.*

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X. 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

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XII. AGENCY ADMINISTRATOR OR DESIGNEE SIGNATURES

This 201X 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 Bureau of Land Management	Date
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XXX Field Office Bureau of Land Management	Date
---	------

XXX National Forest	Date
---------------------	------

XXX National Park	Date
-------------------	------

XXX National Wildlife Refuge Complex	Date
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XXX Unit California Department of Forestry & Fire Protection	Date
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Potential Appendix Items:

Cooperative Radio Frequency Plan

Special Management Area descriptions and maps

Resource Listings by unit

Other supporting documentation or local SOPs



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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, FS, FWS, 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, FS, FWS, 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, FS, FWS, 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...

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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 the State and Federal Agencies and the Mutual Aid period has been exceeded. The State 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).

Four different methodologies are accepted for sharing costs for fires with multi-or single jurisdictional responsibility. These methods include:

1. **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 cost share some or all costs for resources their agencies have provided under agreements in place. Cost share agreement may be needed if the incident goes beyond the Mutual Aid period as specified in the local agreement.
2. **You Order You Pay** – Under YOYP, each agency is fiscally responsible for the resources they order, regardless of where they are used on the incident.
3. **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.
4. **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 and skills to facilitate.

ALL METHODS REQUIRE DOCUMENTING THE RESULTS 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.

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

Incident Support and Coordination Cost Sharing

Separate cost share agreements will be developed for incident support and coordination operations. Redding and Riverside OCCs require special consideration. Absent a separate negotiated cost share agreement by the State and Federal OCC Coordinators, the costs involved with the Operation Coordination Centers at Redding and Riverside will be the responsibility of the ordering agency.

Typically, cost share agreements for incident support and coordination operations will include the costs generated by management groups and resources not ordered for a specific fire incident. The responsibility for the development of such an agreement will reside with the managers of the support or coordination operation that has been mobilized.

Actual costs should be accounted for separately by using an appropriate order number for each agency and support facility and not intermingled with specific fire incident costs. Cost shares should be developed for each unique support operation. As the methodology may vary with each location and situation, it will be documented in the resulting cost share agreement.

Guidelines on developing an Incident Support and Coordination Operations Cost Share are described in the "Cost Share Agreement Guideline."

Cost Apportionment Methodology

The cost apportionment process is a more complex system for identifying agency cost-shares and relieves the incident commanders, agency representatives, and line officers of much of the burden of estimating solely from observing how resources are used. This is of assistance in situations where there is a great deal of mobility of resources across 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 an incident objective. The process develops agency percentages of 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 and published by the California Interagency Incident Finance Advisor (CIIFA) group.
- Values and costs are documented on a daily basis and approved by the Incident Commander(s) or other designated incident agency personnel.
- Values and costs are allocated and shared based upon resource assignment in the Incident Action Plan or actual use.
- Support costs (e.g., overhead team, caterer) are then 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 the "Operating Plan for Cooperative Incident Billing Procedures."

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 collection effort will exist until the incident is down to local unit resources. For information on how to terminate a cost share agreement, see the “Cost Share Agreement Guideline.”

The cost apportionment methodology is labor intensive and may require a **Cost Share Technical Specialist (CSTS)** to oversee the development of the cost share agreement. Parties to this agreement utilize multi-agency Cost Share Teams to assist incident agencies in tracking, documenting, and advising incident commanders, agency representatives, and line officers on these agreements. As soon as a decision is made to use the cost apportionment method, an order should be placed for the CSTS. These positions are assigned to the incident and typically report to the Finance Section Chief.

Detailed procedures and guidelines on the cost apportionment process and development of the cost share agreement, including other reference material, tracking documentation, and Cost Share Team responsibilities, are outlined in the “Cost Share Agreement Guideline.”

COST SHARE AGREEMENT for the _____ Incident.

COST SHARE AGREEMENT

DEPARTMENT
FEDERAL AGENCY NAME

And

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

USE THESE STANDARD STATEMENTS FOR YOYP, ACRES BURNED, AND COST APPORTIONMENT AGREEMENTS

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

INCIDENT NAME:

INCIDENT NUMBER BY AGENCY:

INCIDENT START DATE AND TIME:

JURISDICTIONS:

INCIDENT CAUSE:

COMMAND STRUCTURE:

COST SHARE PERIOD:

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
NAME, AGENCY

This cost share agreement between the Department of _____, [\[Enter Federal Agency Name\(s\)\]](#) and the 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 (CFMA) between the USDA, Forest Service, USDI, Bureau of Land Management, USDI, National Park Service, USDI, Fish and Wildlife Service, USDI, Bureau of Indian Affairs, and the California Department of Forestry and Fire Protection (CAL FIRE).

ANY ADDITIONAL AGREEMENTS SHOULD BE INSERTED HERE.

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 Commander(s), Agency Representative(s), or Line Officer(s) 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. Agency specific costs will not be shared as defined in the *Cooperative Incident Billing Procedures*.
5. 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.
6. Non-suppression rehabilitation costs are the responsibility of the jurisdictional agency and will not be shared.

USE THE FOLLOWING STATEMENTS FOR COST APPORTIONMENT AGREEMENTS.

7. Daily cost sharing will be documented and approved by the Incident Commander(s), Agency Representative(s), or Line Officer(s) for cost apportionment.
8. Shared costs will be based on the Incident Commander(s), Agency Representative(s), or Line Officer(s) mutual judgment and agreement as to threat, incident objectives, and resources assigned for each agency's area of responsibility.
9. Aircraft and retardant costs will be shared on an actual use basis as determined by the Incident Commander(s), Agency Representative(s), or Line Officer(s) and will be calculated as a separate cost.
10. 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.

IF APPLICABLE, ADD ANY ADDITIONAL STATEMENTS SPECIFIC TO YOYP, ACRES BURNED, AND COST APPORTIONMENT AGREEMENTS.

11. _____

12. _____

13. _____

USE THE FOLLOWING STATEMENTS FOR ACRES BURNED AND COST APPORTIONMENT AGREEMENTS.

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

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

OR

AGENCY	ACRES BURNED	
FEDERAL	(_____ Acres Burned)	(____%)
CAL FIRE	(_____ Acres Burned)	(____%)
	TOTAL	100%

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

COST SOURCES	RESPONSIBLE AGENCY
Federal Agency	Agency Name (i.e. USFS, BLM, NPS, BIA, FWS)
State Agency	CAL FIRE – Unit

16. Within 10 (5 if a FMAG incident) 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.

USE THE FOLLOWING STANDARD STATEMENTS FOR YOYP, ACRES BURNED, AND COST APPORTIONMENT AGREEMENTS.

17. 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.

This agreement and the allocation are our best judgment of agency cost responsibilities.

Name
Federal Agency

Name
State of California, Department of
Forestry and Fire Protection

Agency Administrator
Agency
Address

Agency Administrator
State of California, Department of
Forestry and Fire Protection
Address

Telephone Number

Telephone Number

Date of this finalized agreement: _____

Contacts:

Name

Title

Agency

Address

INITIAL ATTACK COST SHARE AGREEMENT

DEPARTMENT
FEDERAL AGENCY NAME

And

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

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

INCIDENT NAME:

INCIDENT NUMBER BY AGENCY:

INCIDENT START DATE AND TIME:

JURISDICTIONS:

INCIDENT CAUSE:

COMMAND STRUCTURE:

COST SHARE PERIOD:

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
NAME, AGENCY
NAME, AGENCY

This cost share agreement between the Department of _____, [Enter Federal Agency Name(s)] and the 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 (CFMA) between the USDA, Forest Service, USDI, Bureau of Land Management, USDI, National Park Service, USDI, Fish and Wildlife Service, USDI, Bureau of Indian Affairs, and the California Department of Forestry and Fire Protection (CAL FIRE).

2. _____

3. _____

COMPONENTS OF AN INITIAL ATTACK COST SHARE AGREEMENT SHOULD INCLUDE THE FOLLOWING:

- Incident name and numbers
- Jurisdictional agencies involved
- Start date and time
- Contact information for key agency personnel involved
- Reference of applicable cooperative fire agreement(s)
- Specific terms of the cost share agreement with clear intent
- Signatures of parties involved

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

EXHIBIT D

Supplemental Project Plan

SUPPLEMENTAL NUMBER _____ TO MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT
AGREEMENT

For wildland fire cost share process, see Exhibit C, Cost Share Guide.

PROJECT AND FINANCIAL PLAN

I. INTRODUCTION

Brief description, where located, status of environment analysis, status compliance if applicable, design/specifications status.

List the authorizing law (Examples: Reciprocal Fire Protection Act, 42 U.S.C. 1856 or Cooperative Funds and Deposits Act, PL 94-148).

II. SCOPE AND DURATION

The description of this project is to _____. It is anticipated that this project will begin _____ and will end _____.

III. PRINCIPAL CONTACTS

Principal contacts for each Agency for the administration of the project are:

Name Address Telephone FAX

IV. DETAILED PROJECT DESCRIPTION

- A. Specific duties and tasks to be performed. Identify desired end results.
- B. Identify tools and equipment needed and who will supply them.
- C. Identify size of crew and who will be providing transportation
- D. Other

V. SUPERVISION AND TECHNICAL OVERSIGHT

VII. REIMBURSEMENT

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

VII. FINANCIAL PLAN

List which Agency is reimbursing the other and detail items to be reimbursed. Reimbursement shall be made only for actual expenses incurred, not to exceed the estimated total reimbursement. Itemized documentation in support of all expenses is required. If this is for a wildland fire cost share agreement, see Exhibit C, Cost Share Agreement Template.

VIII. SIGNATURES

Unit Administrator Date

Agency

Unit Administrator Date

Agency

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

EXHIBIT E

CHANGES TO DIRECT PROTECTION AREA (DPA)

Changes to DPA boundaries can be divided into two groups referred to as automatic changes and proposed annual changes. Proposed annual changes can be submitted as per the schedule provided below or as agreed to by CWCG Agency Directors.

Automatic Changes may be the result of:

1. Incorporations/annexations of SRA, based on the most recent SRA data layer (CAL FIRE, FRAP)
2. Land acquisitions by Federal Agencies
3. Land exchanges
4. Inclusion or exclusion of lands from SRA by California Board of Forestry and Fire Protection

Process for Automatic and Annual Changes – automatic changes will be identified in collaboration with CAL FIRE with the creation of an updated State Responsibility Areas (SRA) geospatial database. Annual changes will be processed as per the annual request and schedule identified below. Processing of both the annual and automatic changes will be displayed in the DPA Update Process document posted at <http://gacc.nifc.gov/oscc/cwcg/index.html>.

CWCG will send a letter requesting DPA updates annually by November 1st. The letter will stipulate the GIS format (shapefiles, geodatabases, etc.) with defined projection information for submission and identify each agencies collection point.

Schedule

EVENT	DUE DATE
CWCG DPA Annual Update Letter requesting up dates sent out	November 15
Local Agency identify, gather, and submit DPA changes to agency	December 15
Agency submits changes to USFS FAM GIS Lab	January 6th
SRA draft completed and available for DPA integration, SRA starts 90-day implementation period, automatic changes report distributed	January 30 th
DPA draft geospatial data layer read for CWCG review, automatic changes reports also available	March 1 st
CWCG and Agency reviews completed, modifications sent to USFS FAM GIS Lab	May 1 st
Final DPA released	May 15th

Change in Protection Responsibility

A jurisdictional agency may decide to resume protection responsibility on lands previously not its protection responsibility. The jurisdictional agency shall notify the protection agency in writing and update approved DPA GIS data layer. There is no required approval process. For example, if CAL FIRE wants to assume protection responsibility on SRA that is protected by a federal agency, CAL FIRE only needs to notify in writing the federal agency of the change and assure the change is reflected in the approved DPA GIS data layer.

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

EXHIBIT F

Supplemental Agreement for Cooperative Use of Prescribed Fire

**UNITED STATES DEPARTMENT OF INTERIOR
BUREAU OF LAND MANAGEMENT
(BLM)**

California State Office

**NATIONAL PARK SERVICE
(NPS)**

Pacific West Region

**BUREAU OF INDIAN AFFAIRS
(BIA)**

Pacific Region

Supplemental Agreement Number AGP00751

**UNITED STATES FISH AND WILDLIFE SERVICE
(USFWS)**

Pacific Southwest Region

Supplemental Agreement Number 8023-B-J608

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

Regions Four, Five and Six

Supplemental Agreement Number 11-FI-11052012-004

Under Master Agreement

08-FI-11052012-110

And

**STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION
(CAL 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 (Sections 27, 31, and 40).

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 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. The Supplemental Agreement replaces the expired *Multiagency Agreement for Cooperative Use of Prescribed Fire* referred to as the "*Interagency Agreement for Cooperative Use of Prescribed Fire*" previously in CFMA. With the ratification of this Supplement, all references to the "*Interagency Agreement for Cooperative Use of Prescribed Fire*" (CFMA Sections 27, 31, and 40) are superseded.

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 wildland fire 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 Sections 27, 31, and 40 and Exhibit D of the CFMA. All parties agree to the terms and conditions provided in the template.

III. 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 U.S. 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.

IV. 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 Section 64 (Billing Procedures) of CFMA. 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.

V. 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.

VI. PRINCIPAL CONTACTS

Agency Principal Technical Contacts regarding this Supplemental Agreement:

Rob Griffith

US Forest Service, Region 5
1323 Club Dr.
Vallejo, Ca 94592
(707) 562-8695 office
rgriffith@fs.fed.us

Ron Recker

Bureau of Indian Affairs
2800 Cottage Way Rm W-2820
Sacramento, Ca 95825
916-978-6065 office
916-978-6081 Fax
ron.recker@bia.gov

Sid Beckman

National Park Service
DOI National Park Service – Pacific West Region
PO Box 500
5519 Highway 4
Hathaway Pines, Ca 95233
209-795-1381 x 323 office
209-768-1756 cell
sid_beckman@nps.gov

Glenn Gibson

US Fish and Wildlife Service, Pacific Southwest Region
Wildland Fire Management Branch
2800 Cottage Way, Rm W-2606
Sacramento, CA 95825
916-414-6508 office
glenn_gibson@fws.gov

Denise Blankenship

US Bureau of Land Management
BLM State Office
2800 Cottage Way, Ste. 1623
Sacramento, CA 95825
(916) 978-4431 office
(916) 205-4586 cell
(916) 978-4438 Fax
denise_blankenship@ca.blm.gov

Dan Sendek

Department of Forestry and Fire Protection
CAL FIRE, Cooperative Fire Program
1416 – 9th Street,
Sacramento, CA 95814
Mail to: PO Box 944246
Sacramento, CA 94244-2460
(916) 653-5585 office
(916) 709-7167 cell
daniel.sendek@fire.ca.gov

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 Supplemental Agreement. In witness whereof, the Parties hereto have executed this instrument as of the last date written below.

KEN PIMLOTT, Acting Director
State of California
Department of Forestry and Fire Protection

Date

JOSEPH C. MILLAR
Director Fire and Aviation Management
USDA, Forest Service
Pacific Southwest Region

Date

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

LYNNE SHOLTY
Grants & Agreements Specialist

Date

MARY WAGNER, Regional Forester
USDA Forest Service
Pacific Northwest Region

Date

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

KERMADINE BARTON
Contracting Officer

Date

HARV FORSGREN, Regional Forester
USDA Forest Service
Intermountain Region

Date

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

DORIS MACKEY
Grants & Agreements Specialist

Date

SUE HUSARI, Regional Fire Management
Officer
USDI, National Park Service
Pacific West Region

Date

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

LEO GUILORY, Regional Contracting Officer
USDI, National Park Service
Pacific West Region

Date

AMY DUTSCHKE, Regional Director
USDI, Bureau of Indian Affairs
Pacific Regional Office

Date

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

KATHLEEN SCHULTZ, Contracting Officer
USDI, Bureau of Indian Affairs
Pacific Regional Office

Date

MARGE KOLAR, ARD Refuges
USDI, Fish and Wildlife Service
Pacific Southwest Region

Date

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

FRANK LEE, Contracting Officer
USDI, Fish and Wildlife Service
Pacific Southwest Region

Date

PAUL BANNISTER, State Fire Management Officer
USDI, Bureau of Land Management
California State Office

Date

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

TRACI D. THALER, Grants and Agreements Specialist
USDI, Bureau of Land Management
California State Office

Date

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

EXHIBIT G

Interagency Aircraft Utilization Guidelines

Introduction

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

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

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

Deployment and Utilization

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

Air Tankers

A. Initial Attack

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

B. Diverts

If the closest air tankers to a new fire are already committed to other fires, a divert would normally be made, except when the Incident Commander has declared a No Divert, due to an immediate, critical threat to life.. The using dispatch office must immediately notify the appropriate higher-level dispatch office of any No Divert situation. While the specific divert process used may vary by protection unit and circumstance, each dispatch office has operational control of any aircraft in its jurisdictional airspace assigned to its agency’s Order Number. In order to meet new incident initial attack needs without undue delay, the responsible dispatch office should normally give the divert order directly to the Aerial Supervision aircraft.

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

C. Extended Attack/Major Incidents

Units will release all air tankers daily and place requests for the next day needs by 1900 hr each night. The GACC coordinators will be responsible for negotiation with the protection unit to identify how many of the air tankers are available for initial attack. Assignment of air tankers will be based on operational need and efficiency, State air tankers should NOT be considered as a replacement for Federal aircraft on extended attack or major Federal incidents in California.

Requests for more than 4 State air tankers on a Federal or local government incident require CAL FIRE Region Duty Chief notification/approval.

All air tankers assigned to an extended attack or major incident will be released each night, regardless of their actual overnight location, and reordered with a new Request Number for the next day.

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

When arranging the assignment of air tankers to a major incident, the coordinating dispatchers should cooperatively maintain adequate initial attack coverage while meeting the operational needs of the incidents. Assignment of air tankers shall be based on operational need and efficiency.

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

Aerial Supervision Aircraft

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

A. Initial Attack

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

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

B. Diverts

One of the major roles of the Air Tactical Group Supervisor (ATGS) is to ensure airspace safety over an incident. An aerial supervision aircraft may be diverted to a new incident only when it is the closest resource and the diversion will not adversely affect the safe separation and coordination of aircraft remaining on the incident. The aerial supervision aircraft should be used on the incident with the greatest immediate need for airspace safety coordination. An additional aerial supervision aircraft can be ordered for the other incident.

C. No Divert

A "No Divert" notification of air support is for the direct and immediate threat to life of a firefighter or the public. The incident commander shall contact the ECC and advise of a "No Divert". When the threat has passed, the incident commander shall immediately advise the ECC that the "No Divert" is lifted. This

procedure shall be used for genuine emergencies only. An advancing fire or structure threat is not, in itself, enough justification to request a "No Divert".

D. Extended Attack/Major Incidents

For long-term air operations, more than one aerial supervision aircraft and ATGS should be assigned for rotation to assure adequate crew rest and continuous coverage. For large or complex operations, a second aerial supervision aircraft or a Lead Plane/Plane can be utilized as the Air tanker Coordinator, to maintain an appropriate span of control and aerial supervision in support of the incident objectives.

E. Supplemental Detection

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

Lead Planes/ASM

A Lead Plane or ASM can be requested in support of any agency's incidents; to include wildland fires in support of air tankers in accordance with Interagency policy or when they are requested for by an air tanker or aerial supervision aircraft regardless of agency. .

Lead Planes or ASM's will be requested through established dispatch channels.

Helicopters

A. Initial Attack

The closest available helicopter with crew will be mobilized, regardless of the agency requesting the helicopter or ownership of said aircraft. A helicopter without crew may be mobilized if requested. The request will be placed through established dispatch channels to the agency administering the helicopter base.

B. Extended Attack/Major Incidents

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

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

C. Call-When-Needed (CWN) Helicopters

CWN helicopters with a module may be sent to the incident as an additional resource.

D. Non-Fire Use

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

Military Aircraft

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

Dispatching Procedures

Follow national and state mobilization guides.

Aircraft Accident Investigation

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

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.

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

EXHIBIT H

DPA Fire Reporting Guide

All agencies agree to report DPA fires on other agencies jurisdiction in their established fire reporting databases.

Fire reports shall be completed within 30 days after a fire is declared controlled. Agencies agree to share the database information biannually and in a format agreed to by each agency. Agencies agree to report and share a minimum of the following information:

1. Field or combination of fields that uniquely identify each incident (name and/or number)
2. Ignition date and time
3. Fire containment date
4. Fire controlled date
5. Latitude and longitude
6. Reference datum (NAD1983, WGS1984, etc.)
7. Explanation of latitude/longitude format used (decimal degrees, ddmms, etc.)
8. Total acres burned
9. All fields associated with fire cause
10. Total structures damaged and destroyed

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

EXHIBIT I

Fire Prevention and Law Enforcement

I. Fire Prevention Activities

The agency with DPA responsibility will conduct applicable fire prevention activities on that DPA¹. These activities will 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
- Submitting ignition and inspection data, annually
- Preserving and documenting preliminary fire origin and cause area
- Providing immediate notification of any civil or criminal case potential
- Conducting fire origin and cause determinations²

Since many of these activities require Voluntary Fire Warden (VFW) designation from the State, Federal agencies will submit to the appropriate State Unit Chief, the names of prevention personnel who are trained to perform the fire prevention activities for which VFW designation is sought, no later than April 15th every year. The State Unit Chief will respond in writing with a list of the approved designees no later than May 15th every year.

The responsibilities for fire prevention activities on SRA within Federal DPA and on FRA in State DPA must be identified in the local Annual Operating Plan, and must follow the details specified below. Agencies shall utilize the local/sub geographic area Annual Operating Plan process to document all the designations of responsibility.

■ Fire Permits

The federal agency with DPA responsibility, or local fire protection district authorized by the Director, will issue permits for campfire and dooryard premises burning (this does not include vegetation management program and brush land conversion burning on SRA in Federal Agency DPA). State personnel will issue all other required fire permits.

¹ This is contingent on the statutory authority to provide reciprocal fire prevention activities, currently permitted under the following statutes: 42 USC § 1856, 43 USC § 1701 (permits state and federal agency personnel to act on behalf of each other for fire suppression and *prevention* duties); California Public Resources Code (PRC) § 4119 (permits state agency personnel to conduct fire prevention activities statewide); § 4151 (permits federal agency personnel to conduct fire prevention activities on SRA in federal DPA if they have been designated as Voluntary Fire Wardens).

² For USFS, only Law Enforcement personnel can conduct origin and cause determinations on DPA.

■ Burning Projects

Permits for burning slash on SRA lands within Federal Agency DPAs covered by a Timber Harvesting Plan will be issued only with the approval of the State employee supervising the plan. The State will advise the Federal Agencies of active Timber Harvest Plans in their DPAs. Channels for information flow will be detailed in the Annual Operating Plan.

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

■ Fire Prevention Inspections

The agency with DPA responsibility will conduct fire prevention inspections required by federal or state law (e.g., defensible space, power line, and railroad clearance).

■ Restrictions and Closures

State 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.

■ Ignition and Inspection Data

The federal agencies will provide the State 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. The state will provide ignition data for the preceding year, by February 1st each year. The data will be forwarded as requested by federal agencies.

■ Preserving Origin and Cause Area

As initial action is taken on a fire, the protecting agency is responsible to protect and preserve the presumed origin and cause area of the fire until appropriate investigative personnel arrive on scene. Each agency will document the action and the most likely general or statistical cause by completing its agency's wildland fire report (e.g., FSH 5109, CAL FIRE Handbook 7716). Each agency will submit a copy of the report to the agency with original jurisdiction within 14 days of the fire's start.

■ Civil or Criminal Case Potential

Each agency will notify the other within one week (7 calendar days) when there is potential for a criminal case and/or cost recovery on a fire occurring on lands under the jurisdiction of the other agency. All Federal agency personnel initiating criminal actions pursuant to their VFW or VFW-PO status will submit information necessary for the State Law Enforcement Report (LE-30). Likewise, the State will make annual reports of criminal actions it initiates for violations on FRA within State DPAs.

Enforcement data will be forwarded to the agency's respective unit or forest headquarters via channels identified in the Annual Operating Plan.

■ Conducting Fire Origin and Cause Determinations

Authorized Federal agency personnel will conduct an origin and cause determination of any wildfire originating in federal DPA. State agency personnel will 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. After consulting with each other, authorized Agency administrators will determine whether the agency with original jurisdiction needs to assume the full responsibility for the overall investigation.

II. Law Enforcement Specific Activities

The agency with DPA responsibility will conduct applicable law enforcement duties when state or federal law, and an agency's policy, allows and requires that the activity be conducted by a peace officer.

USFS LE personnel will perform law enforcement duties including conducting fire origin and cause determinations, and civil or criminal case potential notification on SRA within Federal DPA only when, USFS LE personnel have the requisite authority, jurisdiction, availability, and USFS LE personnel have been designated Voluntary Fire Warden-Peace Officer (VFW-PO) by the CAL FIRE Director.

The responsibilities for fire law enforcement activities on SRA within Federal DPA and on FRA in State DPA and agencies' intent will be identified in the local Annual Operating Plan. These activities will include, but are not limited to:

- Taking arrest or control actions related to a wildland fire investigation or forest and fire law regulation action.
- Fire investigation or forest and fire law regulation action that requires armed personnel.

Since these activities require VFW-PO designation from the State,³ Federal agencies will submit to the appropriate State Unit Chief the names of peace officers who are trained to perform the fire prevention activities for which VFW-PO designation is sought, no later than April 15th every year. The State Unit Chief will respond in writing with a list of the approved designees no later than May 15th every year. If peace officer status is required, but no peace officer is immediately available due to a prioritized

³ This is contingent on the statutory authority to provide reciprocal fire prevention law enforcement activities, currently provided under the following statutes: California Penal Code 830.2(g) (provides state agency peace officers with statewide jurisdiction); § 4156 (permits federal agency personnel to conduct fire prevention law enforcement activities on SRA in federal DPA if they have been designated as a Voluntary Fire Warden – Peace Officer; California Penal Code 830.8 (specifically empowers federal law enforcement officers and special agents designated as VFW-PO to enforce state forest and fire laws, except timber harvesting laws under the forest practice act. See e.g., the Cooperative Law Enforcement Agreement between Cal-Fire and the Pacific Southwest Region, Attachment 1, designating USFS LE personnel (officers and special agents) as VFW-POs.

operation, the agency with DPA responsibility shall immediately inform the agency with original jurisdiction, and provide an estimated time of the soonest a peace officer will be available for response.

Attachment 1
Cooperative Law Enforcement Agreement
Between the California Department of Forestry and Fire Protection
and the
Pacific Southwest Region of the USDA Forest Service

The Director (the "Director") of the California Department of Forestry and Fire Protection (the "Department") and the Pacific Southwest Region of the United States Department of Agriculture, Forest Service (the "Forest Service") enter into this Cooperative Law Enforcement Agreement ("Agreement"). California Penal Code § 830.37(c); California Public Resources Code § 4151; 16 U.S.C. §§ 551a, 553, and 559g(c); and 36 CFR § 211.3 provide the Director and the Forest Service authority to enter into this Agreement.

Whereas, the Director has responsibility for enforcing state forest and fire laws on the lands of California.

Whereas, the Forest Service has responsibility for administering, managing, and protecting National Forest System lands in California.

Whereas, California Public Resources Code § 4151 authorizes the Director to designate Forest Service Special Agents and Law Enforcement Officers as Voluntary Fire Wardens.

Whereas, California Public Resources Code § 4156 confers upon Voluntary Fire Wardens the power to enforce forest laws and regulations and state fire laws and regulations.

Whereas, the Director and the Forest Service agree that it is mutually beneficial for Forest Service Special Agents and Law Enforcement Officers to exercise the powers of a Voluntary Fire Warden. The Voluntary Fire Warden authority will help the Forest Service protect National Forest System lands and State Responsibility Area lands within the Forest Service's Direct Protection Area from wildland fire events and allow for more efficient enforcement of forest and fire laws. The Voluntary Fire Warden authority will also increase the coordination and collaboration between the Department and the Forest Service.

Therefore, the Director authorizes all Forest Service Special Agents and Law Enforcement Officers to exercise the powers of a Voluntary Fire Warden in the State of California. Forest Service Special Agents and Law Enforcement Officers who exercise the powers of a Voluntary Fire Warden may enforce forest laws and regulations and state fire laws and regulations on National Forest System lands and on State Responsibility Area lands within the Forest Service's Direct Protection Area when reasonably necessary to protect National Forest System lands. Forest Service Special Agents and Law Enforcement Officers who exercise the powers of a Voluntary Fire Warden may also perform fire origin and cause investigations on State Responsibility Area lands within the Forest Service's Direct Protection Area when reasonably necessary to protect National Forest System lands. This appointment is made with the following conditions:

1. Forest Service Special Agents and Law Enforcement Officers who exercise the powers of a Voluntary Fire Warden must meet the training requirements set forth in California Penal Code § 832.
2. The Director and the Department assume no liability for Forest Service Special Agents and Law Enforcement Officers who exercise the powers of a Voluntary Fire Warden.

This Agreement will remain in effect for 6 years from date of the last signature on this agreement and may be amended only upon the written mutual consent of the Director and the Forest Service Regional Special Agent-in-Charge. This Agreement may be terminated by either the Director or the Forest Service Regional Special Agent-in-Charge for any reason upon 30-days written notice or immediately upon showing of good cause.

The designated representative for the Department in this Agreement is the Director; the designated representative for the Forest Service is the Regional Special Agent-in-Charge. All notices concerning this Agreement will be sent to the Director and the Regional Special Agent-in-Charge.

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

EXHIBIT J

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: 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 Refuge Manager, State Unit Chief or designee, Fire Chief, Police Chief.

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

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

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.

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

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

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

California Wildfire Coordinating Group (CWCG): Executive level interagency committee made up of representatives from the USDA Forest Service, California Department of Forestry and Fire Protection,

USDI Bureau of Land Management, USDI National Park Service, USDI Bureau of Indian Affairs, USDI Fish and Wildlife Service, Contract Counties Representative, and California Office of Emergency Services.

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

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

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

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

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

Detection: The act or system of discovering and locating 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 the State or by the Federal Agencies. DPAs may include a mixture of state and federal responsibility areas

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

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 State and Federal Agency administrative level for the sharing of facilities, equipment, and support activities detailing the responsibilities and any financial obligations of the State and Federal Agency (ies) involved.

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

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

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

Fire Prevention: Activities such as public education, 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.

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.

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

Incident Command System (ICS): A standardized on-scene emergency management concept specifically designed to allow its user(s) to adopt an integrated organizational structure equal to the complexity and demands of single or multiple incidents, without being hindered by jurisdictional boundaries.

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. This position may have one or more deputies assigned from the same agency or from an assisting agency(s).

Incident Management Team (IMT): The Incident Commander and appropriate Command and General Staff personnel assigned to an incident.

Indirect Cost: See administrative costs.

Initial Attack: A planned response to a wildfire given the wildfire's potential fire behavior. The objective of initial attack is to stop the fire and put it out in a manner 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 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.

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 the State or Federal agency that has the DPA

responsibility, resulting in a dual fire protection situation. However, where the lands in the State are designated as Local Responsibility Area (LRA), as within cities and other classified unincorporated areas, all fire protection responsibility rests with the established local government entity.

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

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 system mandated by HSPD-5 that provides a consistent, nationwide approach for Federal, State, local, and tribal governments; the private sector; and NGOs to work effectively and efficiently together to prepare for, respond to, and recover from domestic incidents, regardless of cause, size, or complexity. To provide for interoperability and compatibility among Federal, State, local, and tribal capabilities, the NIMS includes a core set of concepts, principles, and terminology. HSPD-5 identifies these as the ICS; multi-agency coordination systems; training; identification and management of resources (including systems for classifying types of resources); qualification and certification; and the collection, tracking, and reporting of incident information and incident resources.

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.

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.

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

Prescribed Fire—is a wildland fire originating from a planned ignition to meet specific objectives identified in a written, approved, prescribed fire plan for which NEPA requirements (where applicable) have been met prior to ignition (see planned ignition).

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 fires, including public education, law enforcement, personal contact and the reduction of fuel hazards (fuels management).

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.

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.

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.

Structural Fire Protection: Fire suppression within a structure.

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

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

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.

Use of Wildland Fire: Wildland fire used to protect, maintain, and enhance resources and, as nearly as possible, be allowed to function in its natural ecological role. Use of fire will be based on approved Fire Management Plans

Wildfire: An unplanned, unwanted wildland fire including unauthorized human-caused fires, escaped wildland fire use events, escaped prescribed fire projects, and all other wildland fires where the objective is to put the fire out.

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: A general term describing any non-structure fire that occurs in vegetation and/or natural fuels including both prescribed fire and wildland fire.

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 - planned ignition.

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).