

EXHIBIT F

Supplemental Agreement for Cooperative Use of Prescribed Fire

I. INTRODUCTION

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

This Supplemental Agreement shall terminate upon the termination of CFMA.

II. PURPOSES OF THE SUPPLEMENTAL AGREEMENT

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

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

This Supplemental Agreement also provides a mandatory template for the Project Specific Agreement and Operating Plan for the Agencies' use in performing prescribed fire or other fuels management related projects as provided for in Provisions 23 and 27 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 US Environmental Protection Agency (EPA) relative to smoke management, and the California and Nevada Smoke and Air Committee (CANSAC), as well as the specific provisions or requirements included in the agency specific burn plan.

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

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 Provision 54 (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.

ATTACHMENT 1

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

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

Project Agreement NUMBER _____

Between

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

UNITED STATES DEPARTMENT OF INTERIOR

[Add Agency]

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

[Add Region 5, 6 or 4]

And

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

I. SCOPE AND DURATION

The description of this specific local project is to:

[Add general description of the project]

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

II. PRINCIPAL CONTACTS

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

State Program Contact	State Administrative Contact
Name (individual/program) Agency Address Telephone e-mail address	Name (individual/program) Agency Address Telephone e-mail address
Federal Program Contact	Federal Administrative Contact
Name (individual/program) Agency Address Telephone e-mail address	Name (individual/program) Agency Address Telephone e-mail address

III. DETAILED PROJECT DESCRIPTION

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

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

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

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

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

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

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

- A. Describe the specific duties and tasks to be performed including those (any) assigned to each specific agency. Identify desired end results.
- B. Identify tools and equipment needed and who will supply them.
- C. Identify size of crew and who will be providing transportation.
- D. Identify needed specific contingency resources
- E. Other

IV. SUPERVISION AND TECHNICAL OVERSIGHT

Agencies will utilize and adhere to their current approved burn plan formats, policies, and personnel qualification systems. Agencies agree to accept the prescribed fire qualifications of personnel from other Agencies consistent with NWCG 310-1.

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

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

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

In the event a prescribed fire escapes and becomes a wildfire, the qualified prescribed fire Burn Boss, prescribed fire manager, or Incident Commander (IC) shall serve as the wildfire Incident Commander until such time as relieved by a qualified Incident Commander designated by the agency with jurisdiction.

Prescribed burn personnel and their roles for this local project are: (list here)

Escaped Prescribed Fires: Prior to ignition, the responsibility for wildfire suppression costs, management, and incident command for multi-jurisdictional cooperative joint prescribed fire operations, should the prescribed fire escape, shall be agreed upon and described in this Project Specific Agreement and Operating Plan.

An analysis of the benefits and risk components between the federal and non-federal land with the other components of the Prescribed Burn Plan will form the basis for the assignment of suppression cost responsibility and accountability. This analysis shall include binding approval of the appropriately authorized designated and named official from each agency involved.

Because State and Federal policies and definitions of what constitutes an escaped prescribed fire differ, document local agreement for this specific project of what will constitute an escape, and how it will be addressed/responded to here:

(Attach additional sheets as needed)

Unless more specifically described above, the qualified prescribed fire Burn Boss/Incident Commander shall declare a prescribed burning operation a wildfire when:

- A. the fire exceeds (burns outside) the area designated for burning in the prescribed burn plan within federal ownership, and the escape cannot be brought back into prescription within 24-hours using contingency resources, or
- B. the fire escapes or poses an immediate threat to land under ownership of a party not signatory to this Supplement, or other pre-existing agreement, and/or the fire behavior is such that assigned personnel and equipment cannot adequately maintain control.

Agency or Unit

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

[Name]
Grants and Agreements Specialist **or** Contracting Officer

DATE

2018-2023 CFMA