

Kansas Statewide Operating Plan

Between

UNITED STATES DEPARTMENT OF THE INTERIOR

NATIONAL PARK SERVICE

Midwest Region

BUREAU OF LAND MANAGEMENT

Colorado State Office

BUREAU OF INDIAN AFFAIRS

Southern Plains Region

UNITED STATES FISH AND WILDLIFE SERVICE

Mountain Prairie Region

UNITED STATES DEPARTMENT OF AGRICULTURE

FOREST SERVICE

Rocky Mountain Region

STATE OF KANSAS

Kansas State University, Kansas Forest Service

This Operating Plan is hereby made and entered into by and between the parties pursuant to the Master Cooperative Wildland Fire Management and Stafford Act Response Agreement (Agreement) signed and dated May of 2018. This Operating Plan, inclusive of any referenced attachments or exhibits, is tiered to the Agreement. A formal modification to the Agreement is unnecessary, but shall not contradict the Agreement.

All portions of this Operating Plan should be addressed. State if any item is not applicable, but do not remove the item. **To facilitate review of this Operating Plan, do not change the format or delete sections.** Items may be added as necessary to each of the sections.

I. PURPOSE

This is a Statewide Operating Plan applicable to all signatory parties within state of Kansas. Its purpose is to address statewide issues affecting cooperation, interagency working relationships and protocols, financial arrangements, sharing of resources, and joint activities/projects. The Rocky Mountain Area and Pueblo Interagency Dispatch Center Mobilization Guides are considered part of this Operating Plan.

II. RECITALS

Stafford Act responses and related National Response Framework activities will be accomplished utilizing established dispatch coordination concepts. Situation and damage assessment information will be transmitted through established fire suppression intelligence channels.

Jurisdictional Agencies are responsible for all planning documents, i.e. land use, resource and fire management plans and decision support documents, for a unit's wildland fire and fuels management program.

Protecting Agencies implement the actions documented and directed by the appropriate planning documents and decision support documents for initial and extended attack on wildfire incidents. They provide the supervision and support including operational oversight, direction and logistical support to Incident Management Teams.

III. INTERAGENCY COOPERATION

A. Interagency Dispatch Centers: The [Pueblo Interagency Dispatch Center](#) Annual Operating plan contains information on the following items:

- a. Purpose and Overview
- b. Administrative Oversight/Structure
 - i. Executive Board
 - ii. Operations Group
- c. Dispatch Organization
 - i. Staffing
- d. Roles and Responsibilities
 - i. Center Manager
 - ii. Assistant Center Manager(s)
 - iii. Others (as applicable)
- e. Dispatch Services
 - i. Initial and Extended Attack
 - ii. Mobilization, Demobilization and Support
 - iii. Aviation
 - iv. Prescribed Fire (if applicable)
 - v. All Hazard (law Enforcement, Natural Disaster, etc, as appropriate)
- f. Funding
 - i. Cost Sharing between participating agencies for the operations and maintenance of the dispatch center
 - ii. Financial plan (attach as Appendix)

Geographic Area Coordination Centers: The Federal Agencies signatory to this Agreement will coordinate fire management activities and/or services and resource movements through the [Rocky Mountain Geographic Area Coordination Center](#) as outlined in Geographic Area Mobilization Guide on federal land.

Dispatch protocol for interagency resources: IA dispatches will be made through the local dispatch centers for all agencies. For large fire incidents, Federal Agencies will submit an S-209 as soon as possible to the Pueblo Interagency Dispatch Center, and KFS will be encouraged to submit S-209 reports on all large incidents occurring on state and private land.

B. Interagency Resources:

- Identify funding and staffing of joint resources and facilities commensurate with each Agency's use.
- Identify the process by which additional preparedness resources requests will be coordinated.
- If applicable, cite the operating plan for management of Incident Management Teams and where it is available. **NOT APPLICABLE**
- Supplemental Fire Department Resources (if applicable) **NOT APPLICABLE**

- Signatory agencies to this plan will operate under the concepts defined in the Department of Homeland Security’s National Incident Management System (NIMS) and National Wildfire Coordinating Group (NWCG) guidance.
 - Should an extended fire attack occur, all participating agencies will provide an agency administrator or representative to participate in the development of the incident objective, strategies, and provide the necessary Delegations of Authority. Agreements will be developed to clarify jurisdictional relationships and define roles and responsibilities among local, State, tribal, and Federal fire protection entities, based on their level of responsibility.
 - Kansas Forest Service (KFS): By statute, KFS is given the authority to provide assistance for the prevention and suppression of forest, brush and grassland fires in non-federal areas of the state except within the boundaries of incorporated cities. KFS will assist all Federal Agencies in identifying endangered species habitat, research natural areas, archeological sites, riparian areas and others as documented.
 - United States Department of Agriculture-Forest Service (USFS): The USFS is responsible for all management activities on National Forest and grasslands. For this Operating Plan, the primary role of the USFS is wildland fire management, with the protection of human life as the first priority. When life safety has been established, subsequent priorities will be the preservation of property, human health and safety, and the suppression costs. The USFS will identify endangered species habit, archeological sites, riparian areas, and other sites for which they will be the lead agency, and under which USFS maintains responsibility.
 - United States Department of the Interior-National Park Service (NPS): The NPS is responsible for all wildland fire management activities on National Park lands. All NPS lands will utilize local resources for initial attack on NPS lands. The park superintendent will work with the local resource representative to control wildfire and preserve park value. Dispatching will be handled by going through local dispatch centers as per local fire departments’ protocol. The USFWS Fire Management Officer (FMO), by agreement, will be the FMO for all NPS land in Kansas.
 - United States Department of the Interior-Bureau of Indian Affairs (BIA): The BIA is responsible for all wildland fire management activities on BIA land. The BIA supports closest forces concept for initial attack within BIA boundaries. The initial attack IC must coordinate with the BIA Duty Office for the Appropriate Management Response decision.
 - United States Department of the Interior-US Fish and Wildlife Service (USFWS): The US Fish and Wildlife Service (USFWS) is responsible for all wildland fire management activities on USFWS refuges in Kansas. USFWS supports closest forces concept for initial attack within USFWS boundaries.
- C. Standards:** It is the goal of the agencies signatory to this Agreement to achieve common standards within all agency’s best interest, recognizing differing agency missions and mandates. Each signatory to this Agreement recognizes that other agency standards are reasonable, prudent, and acceptable. This clause is not intended to affect the jurisdictional agency’s land management standards.
- D. Supplemental Fire Department Resources: NOT APPLICABLE**
- Identify any Supplemental Fire Department Resources that may be mobilized **NOT APPLICABLE**
 - Identify hourly compensation rates for any Supplemental Fire Department Resources, as instructed in “Rate Determination” clause of Exhibit G. **NOT APPLICABLE**

E. (insert other items, as applicable).-NOT APPLICABLE

IV. PREPAREDNESS

A. Protection Planning: By January 1 of each year, Kansas Interagency Wildfire Council will determine efficiencies and document decisions regarding acquisition of protection services and reciprocal assistance. Identify placement of crews, engines, air tankers, helicopters, fixed and aerial detection, regulated use, closures, and other joint fire control efforts.

B. Protection Areas and Boundaries: Refer to Interagency Resources

C. Methods of Fire Protection and Suppression:

- As deemed appropriate, the USFS, DOI and Rural Fire Districts may, by agreement, establish reciprocal initial attack zones for lands of intermingled or adjoining protection responsibility. Within such zones, an assisting agency will take initial attack action in support of the protecting agency. Under no circumstances will assisting agencies be required to deplete local resources in order to honor a mutual aid request. The protecting agency will not be required to reimburse the assisting agency for costs incurred following the initial dispatch of any ground resources to the fire for the duration of the mutual aid period. The mutual aid period and distances, will be documented in the appropriate Mutual Aid Agreement. Resources exceeding the mutual aid period will be billed retroactively for the full period from the time of initial dispatch.
- **Acquisition of Services:** Identify areas for reimbursable (cooperative), exchange (offset) or contract (fee basis) fire protection services. Method used to establish fee or rate of exchange. Terms and conditions. Work to be done by Protecting Agency and its responsibilities.
 - The protecting agency may request fire suppression resources of others for its protection work, including prescribed fire projects. Such resources are to be paid for by the Protecting Agency (See: Billing Procedures).

D. Joint Projects and Project Plans: List or reference joint cooperative projects.

These projects may involve such activities as prescribed fire/fuels management, preparedness, fire analysis/planning, rehabilitation, training, prevention, public affairs, and other beneficial efforts in support of interagency fire management. Implementation of such projects will require a separate, local agreement, or other appropriate written document, executed by the authorized signatories of the involved parties. This may include a Supplemental Project Agreement, as in Exhibit I of the Statewide Master Agreement or other written document.

The signatories to this agreement may jointly conduct cooperative projects, within their authority and as authorized by law, to maintain or improve their fire management activities and/or service.

E. Fire Prevention: The KFS and the Federal Agencies agree to cooperate in the development and implementation of fire prevention/education/mitigation programs. All signatories encourage Rural Fire Departments to develop and implement a fire prevention/ education/mitigation program and will cooperate with them in this effort.

F. Public Use Restrictions: Fire restrictions and closures will be issued and lifted at the discretion

of the jurisdictional agency, based on weather, fuel moisture, local burning regulation, and other local policy procedures. Parties to this operating plan will strive to coordinate restrictions when mutually beneficial to the agencies involved and may be documented within local AOPs.

G. Burning Permits: Document procedures where applicable, which may include burning permits, fire restrictions and burn bans.

H. Prescribed Fire (Planned Ignitions) and Fuels Management: Identify planned projects. The signatories to this operating plan agree to cooperate, as requested for the purposes of performing prescribed fire or other fuels management work. Conditions of the assistance and details related to reimbursement will be agreed to and documented through the project or financial plan process if required.

I. Smoke Management: Within their authorities, the signatories to this agreement agree to cooperate in smoke management efforts.

J. Structure Protection: The operational role of the federal agencies as partners in the wildland urban interface are wildland firefighting, hazard reduction, cooperative prevention, education, and technical assistance. Structural fire suppression is the responsibility of tribal, state, or local governments. Federal agencies and KFS may assist with exterior structural fire protection activities under each agency's authority. Refer to the Interagency Standards for Fire and Aviation Operations for the following agencies:

- NPS: Chapter 3, page 81
- FWS: Chapter 4, not notated in the Red Book
- USFS: Chapter 5, page 123

K. Personal Protective Equipment (PPE): For Rural Fire Departments, PPE requirements will be defined within local jurisdictions. For rural fire personnel assisting federal agencies, appropriate fire retardant wildland PPE will be required as outlined in NFPA 1977. All federal agency fire line personnel, including those involved in initial attack during the mutual aid period, shall be equipped with personal protective equipment that meets standards identified in the Interagency Standards for Fire and Aviation Operations – NFES 2724 (Red Book) Chapter 7, including hard hat, eye protection, Nomex shirt and trousers, leather gloves, leather boots with lug soles (minimum 8 inch high) and a fire shelter.

V. OPERATIONS

A. Fire Notifications:

- Specify notification procedures and timelines.
- Establish timeframes when final Fire Reports will be sent to jurisdictional agencies.
- Describe the level of communication required with neighboring jurisdictions regarding the management of all wildland fires, especially those with multiple objectives.

Response to Wildland Fire by Federal Agency and KFS personnel: Response will be based on ecological, social, economic and legal consequences of the fire. The appropriate response is dictated by: circumstances under which the fire started, likely consequence to firefighter/public welfare and safety and natural/cultural resources to be protected.

B. Boundary Line Fires: In situations where a fire on one jurisdiction has a likelihood to impact a neighboring jurisdiction, the host jurisdiction will notify the neighboring jurisdiction of the potential for the fire to cross boundary lines. The impacted jurisdictions will coordinate response

actions, resource needs, and cost. Boundary fire jurisdictions will enter into negotiated unified command whenever appropriate.

C. Independent Action on Lands Protected by Another Agency: Independent action can be taken by any agency that is party to this plan, especially in cases of an imminent need to protect life and/or property. The agency taking action should notify the jurisdictional agency that they have taken action on lands protected by that agency. If the responding agency is notified that their actions conflict with any special management concerns, they should coordinate the response need to protect those considerations while providing for public and firefighter safety.

D. Response to Wildland Fire:

1. Special Management Considerations:

Response will be based on ecological, social, economic and legal consequences of the fire. The appropriate response is dictated by: circumstances under which the fire started, likely consequence to firefighter/public welfare and safety and natural/cultural resources to be protected.

E. Decision Process: A Decision Support System and document of management decisions in response to wildland fire will be utilized by all agencies. As per the National Federal Wildland Fire Management Policy 2009, wildland fire can be managed for multiple objectives. Federal Agencies will use the Wildland Fire Decision Support System (WFDSS). On non-Federal land, the jurisdictional agency will be allowed to use its discretion to determine the better approach on a case by case basis.

F. Cooperation: The jurisdictional agency for any fire that could impact multiple jurisdictions will provide the potentially impacted jurisdictions with the opportunity to enter into discussions relating to establishing strategy and tactics to balance preventing the fire crossing boundaries with other objectives and priorities. When fires do cross jurisdictions, all impacted jurisdictions will cooperate to develop joint objectives and priorities to mitigate the impacts of the fire.

G. Communication: Communications should occur prior to fire seasons and during the early stages of wildland fires. Agencies managing fires, especially those with multiple objectives, should consider: firefighter and public safety, predicted weather conditions, resource drawdown, proximity to values at risk, smoke, current and anticipated fire activity and time of season. Neighboring jurisdictions should provide prompt notification to agencies when concerns exist about fires that are managed strategically and have the potential to impact adjacent jurisdictions. These communications should involve all jurisdictions that could become involved in fires that might cross jurisdictional lines and/or could involve management with multiple objectives.

H. Cost efficiency: Jurisdictions will identify conditions under which cost efficiency may dictate where suppression strategies and tactical actions are taken (i.e., it may be more cost effective to put the containment line along an open grassland than along a mid-slope in timber). Points to consider include loss and benefit to land, values at risk, resource, social and political values, and existing legal statutes.

I. Delegation of Authority: Unless otherwise written, the party having jurisdiction will also provide the necessary Delegation of Authority. Unless otherwise written, the party having jurisdiction will also provide the necessary Delegation of Authority.

J. Preservation of Evidence: Evidence will be preserved in accordance with applicable Agency regulations and policies.

K. Escaped Prescribed Fires: Wildfire resulting from escaped prescribed fires that were ignited by, managed at the direction of, under the supervision of a signatory to this Agreement shall be the responsibility of the jurisdictional agency or the agency having written delegation authority. Unless otherwise agreed, all suppression costs are the responsibility of the initial jurisdictional agency or the agency having written delegation authority. The signatories to this Operating Plan will not hold each other responsible under this clause for escaped prescribed fires originating on private land, or on state or federal lands not protected by one of the signatories to this agreement.

If a signatory to this Operating Plan conducts a cooperative prescribed fire, the responsibility for suppression costs, should it escape, shall be the responsibility of the agency who manages said property, providing negligence is not determined.

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

The use and reimbursement for resources when responding under the Stafford Act shall be governed by the provisions contained in Exhibit H in the Statewide Master Agreement. Federal agencies will release resources as soon as activities allow for safe maintenance of the incident and its return to local jurisdiction.

M. Wildland Fire Threatening Structures: Any fire service entity or resource may take action to prevent a wildland fire from reaching a structure, depending upon the location of the wildland fire and the chosen management strategy. Structural fire suppression is the responsibility of tribal or local government/rural fire departments. KFS and federal agencies may assist with exterior structural protection activities within the limits of their agencies policies. During wildfire incidents, development and implementation of structure protection plans and coordination with the jurisdictional agency is a responsibility of the local government/rural fire department.

N. Cost Recovery: The authorized representatives of affected agencies will attempt to reach mutual agreement, as soon as possible after a fire start, on the strategy that will be used to recover suppression costs and damages from the individuals liable for such costs and damages. Such strategy may alter interagency billing procedures, timing and content as otherwise provided in this agreement. Any agency may independently pursue civil actions against individuals to recover suppression costs and damages. In those cases where costs have been recovered from an individual, reimbursement of initial attack, as well as suppression costs to the extent included in the recovery, will be made to the agency taking reciprocal action.

Assuming the jurisdictional agency has requested assistance, total indirect and direct costs incurred by KFS will be borne by the jurisdictional agency at the point of ignition unless respective agencies enter into an incident specific cost share agreement.

VI. USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES

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

Examples of cost-sharing methodologies may include, but are not limited to, the following:

- When a wildland fire that is being managed for multiple objectives spreads to a neighboring jurisdiction because of strategic decisions, and in a location where fire is not wanted, the managing jurisdiction may be responsible for wildfire suppression costs.
 - In those situations where weather, fuels or fire behavior of the wildland fire precludes stopping at jurisdiction boundaries, cost-share methodologies may include, but are not limited to:
 - a. each jurisdiction pays for its own resources – fire suppression efforts are primarily on jurisdictional responsibility lands,
 - b. each jurisdiction pays for its own resources – services rendered approximate the percentage of jurisdictional responsibility, but not necessarily performed on those lands,
 - c. cost share by percentage of ownership,
 - d. cost is apportioned by geographic division or percent of effort. Examples of geographic divisions are: Divisions A and B (using a map as an attachment); privately owned property with structures; or specific locations such as campgrounds,
 - e. reconciliation of daily costs (for larger, multi-day incidents). This method relies upon daily agreed to costs, using Incident Action Plans or other means to determine multi-Agency contributions. Reimbursements must be followed up by a final bill.
- B. Training:** Whenever possible, all agencies will coordinate training opportunities, schedules, and locations in order to facilitate the greatest opportunity for meeting the training needs of all agencies.
- C. Communication Systems:** Identify specific radio frequencies, computer system access, data transmission lines, communication sites, and communications equipment shared between Parties. Access to systems and facilities will be approved only by agency authorized personnel and in accordance with agency laws, regulations and policies governing security of systems and facilities.
- a. All parties this Operating Plan will share radio frequencies as needed to conduct emergency operations. No signatory to this Operating Plan will use, or authorize others to use, another agency's radio frequencies for routine day-to-day operations.
- Rural fire districts and their agents are granted permission to use federal radio frequencies, if needed, to assure safety of the operation for the duration of an incident. All agencies signatory to this plan have authorization to transmit and receive on assigned Air-to-Ground and Ground-to-Ground narrow band frequencies during wildfire incidents.
- D. Fire Weather Systems:** Specify maintenance, use and management, if any.

- a. Rocky Mountain Area Predictive Services (RMAPS) and the National Weather Service (NWS) provide a variety of products that are designed to support strategic and tactical decisions. Specifically, RMAPS products such as the 7-Day Significant Fire Potential Outlook, Web-Based Multimedia Briefing, 30-Day Significant Fire Potential Outlook and Seasonal Outlooks are designed to support long-term strategic decisions at the local, GACC and national levels. These outlooks can be found at: <https://gacc.nifc.gov/rmcc/>
- b. NWS products are designed for tactical decision support. These products include (but are not limited to), Fire Weather Forecasts, Spot Forecasts and Smoke Management Forecasts. Specific office locations and products can be found at: <http://www.weather.gov/>
- c. The latest edition of Rocky Mountain Annual Operating Plan between Land Agencies and the National Weather Service can be found at: <https://gacc.nifc.gov/rmcc/>

E. Incident Meteorological (IMET) Services: Describe the procedures for requesting and obtaining IMET services from the National Weather Service. The procedures shall be made in accordance with the provisions of the Interagency Agreement for Meteorological and Other Technical Services (IMET Agreement), and shall not conflict with the procedures of the Mobilization Guides. Reimbursement and expenditures for IMET Services shall follow the procedures detailed within the IMET Agreement.

F. Aviation Operations:

- a. Aircraft used must be DOI/USFS carded for use on fires where federal resources are being used or where federal land is involved. Aircraft use may be considered as mutual aid asset. Outside of Mutual Aid, costs for aircraft should be the responsibility of the entity, on which jurisdiction the aviation resources are used, unless negotiated otherwise in cost share agreements prior to deployment. Any arrangements should be documented in an appropriate Cost Share agreement (See Master Agreement Cost Share Template Exhibit C).
- b. Aviation Ordering: Currently only federal agencies will order federally carded aviation resources. The federal agency placing the order, through the PIDC will do so following the Rocky Mountain Mobilization Guide direction and other agency specific protocol for ordering air assets. Non-federally carded aviation assets may be requested by rural fire departments to suppress fire on non-federal land. These requests shall follow pre-established safety and communication guidelines.

G. (Insert other items, as applicable, or indicate N/A). **NOT APPLICABLE**

VII. BILLING PROCEDURES (Refer to Exhibit D of the Kansas Master Coop Agreement - Reimbursable Billings and Payments)

A. Suppression Billing:

Federal Billing Procedures: Federal Agencies will not bill each other for fire suppression support. Federal agencies will submit bills for their reimbursable costs to the State whenever Kansas, a County or local fire protection district is the protecting Agency and a billing is appropriate.

State Billing Procedures: When one of the states is the Supporting Agency and the fire is within the state of Kansas, the state will bill the Protecting Agency for reimbursable costs when a billing is appropriate. Anytime the state responds to a Federal Agency outside of Kansas, the State will bill all applicable costs to the jurisdictional federal agency or agencies. When the State of Kansas responds to a state fire outside of Kansas, Kansas will submit their billings to the US Forest Service.

1) Billing information:

<p>USDA Forest Service – Region 2 Attn: Carol Robinson 1617 Cole Blvd. Bldg. 17 Golden, CO 80401 Phone: 303-275-5316 Fax: Cell: 720-357-2744 Email: crobinson@fs.fed.us</p>	<p>Bureau of Indian Affairs Attn: Brian Tonihka Southern Plains Region PO Box 368 Anadarko, OK 73005 Phone: 405-247-6673 Fax: Cell: 405-933-0532 Email: brian.tonihka@bia.gov</p>
<p>National Park Service Attention-Christine Peters National Park Service Incident Business Lead National Interagency Fire Center, 3833 South Development Road; Boise, ID 83705. christine_peters@nps.gov,</p>	<p>US Fish and Wildlife Service Attn: Mike Haydon, Fire Admin Officer 134 Union Blvd., Suite 300 Lakewood, CO 80228 Phone: 303-236-4359 Fax: 303-236-4792 Email: Michael_Haydon@fws.gov</p>
<p>Bureau of Land Management Attn: Serena Wicka Budget/Incident Business Program Analyst 2850 Youngfield Street Lakewood, CO 80215 Phone: (303) 239-3958 Fax: (303) 239-3811 Email: swicka@blm.gov</p>	<p>Kansas Forest Service Attn: Aimee Hawkes 2610 Claflin Road Manhattan, KS 66502 Phone: (785) 532-3302 Fax: (785) 532-3305 Email: aimeeh2@ksu.edu DUNS: 92-977-3554</p>

- 2) **Billing Time Frames** – It is clearly and respectfully understood that all agencies have specific and differing business rules and deadlines. All signatory parties agree to clearly convey those rules and deadlines early in the process so as to promote timely and respectful responses and attendance to cost recovery efforts. Final itemized invoices should be submitted to the reimbursing agency within two (2) years of the suppression action.
- 3) **Indirect Cost Rates** - For rates greater than 10% and less than 25%, the payment recipient shall maintain documentation to support the rate. Documentation may include, but is not limited to, accounting records, audit results, cost allocation plan, letter of indirect cost rate approval from an independent accounting firm, or other federal agency approved rate notice applicable to agreements.

For a rate greater than 25%, the federal agency may require that the payment recipient request a federally approved rate from the payment recipient's cognizant audit agency no later than 3 months after the effective date of the agreement. The payment recipient will be reimbursed for indirect costs at the rate reflected in the agreement until the rate is formalized in the negotiated indirect cost rate (NICRA) at which time, reimbursements for prior indirect costs may be subject to adjustment. (Refer to Kansas Statewide Master Agreement Exhibit D, Section VI. Reimbursable Costs - Indirect Costs)

- 4) **Contested Billings:** Written notice that a bill is contested will be mailed to the billing Party within 60 days of issuance of the final bill and will fully explain the contested items. Contested items will be resolved not later than 60 days following receipt of the written notice. The uncontested portion of the bill will be paid and a new bill will be issued for the contested amount.
- 5) **Obligations:** For year-end obligation purposes, the Federal Agencies will submit unpaid obligation figures to the State by June 1st. The State will submit unpaid obligation figures to the Federal Agencies by September 1st for the current billing year. All obligations will be submitted by incident name, date, incident number and federal job code and **override code**.
- 6) **Billing Content:** Bills will contain at a minimum:
 - Cooperator name, address, phone number and agency financial contact
 - Invoice or bill number
 - Current Kansas Forest Service Schedule of Charges
 - Agreement number
 - Resource order number
 - Inclusive dates
 - Name of incident and incident number
 - Location and jurisdictional unit
 - Appropriate incident number and agency job code
 - Summary cost reports generated by the agency to support the billing Applicable cost share agreement(s)
 - Signature and title of agency official

Cost source documents will not be required unless summary cost data is disputed or needed to fulfill review requirements (e.g. FEMA fire), or for determining allowable costs under a cost-share agreement. Summary cost data will include, but is not limited to, a list of personnel expenses including base, overtime, benefits and travel and a listing by vendor name and amount spent for supplies and services procured.

- 7) **Electronic Funds Transfer (EFT) Payments:** Notwithstanding any other provision of law, effective January 2, 1999, US Treasury Regulation, Money and Finance at 31 CFR 208.3 requires that federal payments are to be made by EFT unless waived in accordance with specific

circumstances set forth in 31 CFR 208.4. In order to receive EFT payments, the payment recipient shall register in System for Award Management (SAM) and are required to validate their information in SAM once per year. The payment recipient is also required to have a Data Universal Numbering System (DUNS) number. The DUNS number is assigned by Dun & Bradstreet, Inc. (D&B) to identify unique business entities. For more information, refer to www.sam.gov

8) Non-Billable Items: The following items are NOT considered billable by the agencies:

- Agency overhead personnel performing agency specific duties and not assigned to the incident
- Non-expendable accountable property
- Agency specific Burned Area Emergency Rehabilitation (BAER) beyond suppression damage rehab
- Mutual aid costs unless otherwise stipulated in a cost share agreement.

9) Billable and Shareable Items: There are associated costs, not on resource orders, that both State and Federal Agencies incur in providing resources to an incident. Personnel, equipment, supplies or services provided by a supporting agency and essential to filling the resource order, which are necessary and reasonable, shall be considered as reimbursable. While, on the surface, they are not ordered by and for the incident, they are necessary to mobilize ordered resources or acquire services for the incident and are valid charges (i.e. mobilization of crews, equipment contractors, etc.). These associated costs that are a result of the incident are considered to be an added cost to the agency. While these activities may not be documented on a resource order, they will be billed using agency specific financial system reports.

Examples include but are not limited to:

- **Dispatcher:** performing dispatch activity in support of the incident.
- **Airtanker personnel:** includes personnel working in support of the incident.
- **Warehouse personnel:** includes local and regional cache/service center personnel performing activity in support of the incident.
- **Mobilization centers:** includes personnel performing activities within a mob center in support of the incident. These mobilization centers are established by agencies to support the incident.
- **Transportation cost:** includes personnel performing activities in support of the incident or mobilization centers. This may also include salaries, mileage, and lodging/per diem.

B. Fee Based Services – billings will be in accordance with separate written agreement or contract(s).

C. Non-Suppression Billings:

As described in this Operating Plan, the parties may jointly conduct cooperative projects and/or share resources to carry out non-suppression activities in support of interagency fire management. These joint projects or activities may involve sharing of costs and/or a transfer of funds between the parties involved, at which time a separate, local agreement, procurement, or other appropriate written document will be required. Billing will be defined under the terms of that document.

D. Stafford Act Billings

- 1) Refer to Exhibit H of the Master Coop Agreement – Use of and Reimbursement for Shared Resources in Stafford Act Response Actions

2) Billing time frames – Provide contact information and process required for any written request for extensions beyond timeframes established in Exhibit H.

I. GENERAL PROVISIONS

A. Principal Contacts: Refer to Exhibit B of Master Coop Agreement – Principal Contacts.

B. Personnel Policy: NOT APPLICABLE See Exhibit XX – Supplemental Fire Department Resources. List personnel to be mobilized under the terms of that Exhibit by name, position(s), and identified as Single Resource. While on assignment, these individuals are **XXFD** employees and the **XXFD** will be reimbursed for their actual costs.

C. Modification: Modifications within the scope of this Operating Plan shall be made by mutual consent of the Parties, through the issuance of a written modification signed and dated by all Parties prior to any changes being performed. Any Party shall have the right to terminate their participation under this Operating Plan by providing one year advance written notice to the other Parties.

D. Annual Review: This operating plan will be reviewed annually, prior to January 1, representatives of the KFS and federal agencies will review matters of mutual concern. This operating plan will then be updated as needed through a modification.

E. Duration of Operating Plan: This Operating Plan is executed as of the date of last signature and remains in effect for five years from the date of the last signature, unless modified or superseded.

If the current Master Coop Agreement is superseded by a new Agreement, this Operating Plan may remain in effect to the extent that it does not conflict with provisions of the new Agreement, but only until such time that all activities and conditions can be incorporated into a new Operating Plan.

F. Previous Instruments Superseded: List, as applicable.

G. Authorized Representatives: By signature below, all signatories to this Operating Plan certify that the individuals listed in this document are authorized to act in their respective areas for matters related to this Operating Plan.

H. Kansas Contractual Provisions: The provisions found in Contractual Provisions Attachment (form DA-146a, *rev. 6-12*), which is attached hereto, are hereby incorporated in this contract and made a part hereof.

III. REVIEW AND SIGNATURES

The Geographic Area Operating Plan will be approved by the signatory State and Federal RMCG member agencies.


The Statewide Operating Plans will be approved by the signatory State and Federal RMCG members. Unit Administrators will have the responsibility for developing and approving sub-geographic area operating plans.

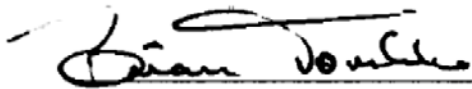
Each signatory agency may have policies/procedures for entering into agreements (including this Operating Plan) that require additional review by attorneys, agreement specialists, or contracting officers.



Date 5/4/2018
Associate Vice President for Research, Kansas State University


Date 5-4-2018
State Forester, Kansas State University


Date 5/8/18
Chief of Fire and Aviation, USDI National Park Service, Midwest Region


Date 5/8/2018
Fire Management Officer, USDI Fish & Wildlife, Mountain Prairie Region


Date 5/29/18
Fire Management Officer, USDI Bureau of Indian Affairs, Southern Plains Region


Date 5/16/18
Fire Management Officer, USDI Bureau of Land Management, Colorado State Office


Date 5/8/18
Regional Forester, USDA Forest Service, Rocky Mountain Region

Kansas State University's Contractual Provisions Attachment

State of Kansas

Department of Administration
DA-146a (Rev. 06-12)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of ___, 20_.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
 2. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
 3. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
- Contractor agrees to comply with all federal anti-discrimination laws.
4. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
 5. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
 6. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
 7. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self- insurance" fund to protect against any such loss or damage.
 8. **Information:** **No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.**
 9. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
 10. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.