FDACS CONTRACT #

012705

ANNUAL OPERATING PLAN TO THE COOPERATIVE AGREEMENT

BETWEEN

STATE OF FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, FLORIDA FOREST SERVICE

AND

U. S. FOREST SERVICE, NATIONAL FORESTS IN FLORIDA

C. Y. 2017

This operating plan provides information and specific details needed for support of the Cooperative Fire Protection Agreement between the Florida Forest Service, and the U. S. Forest Service. This plan applies to state and private lands within the state of Florida protected by the Florida Forest Service, and National Forest lands administered by the National Forests in Florida as described in the master Cooperative Fire Control Agreement.

The authority for this plan is provided by the master Cooperative Agreement enacted by the above parties on January 26, 2017.

It is the intent of both agencies to cooperate as closely as possible in all aspects of fire and emergency management within the state of Florida.

INTERAGENCY COOPERATION

Facilities

A. Interagency Dispatch Centers

- The State of Florida and the NF's in Florida have separate dispatch centers located across Florida.
- The Florida Interagency Coordination Center is staffed with employees from the National Forests in Florida, Florida Forest Service and US Fish and Wildlife Service. The Assistant Center Manager position staffed by the Florida Forest Service is funded through additional State Fire Assistance funding from the US Forest Service Regional Office to the Florida Forest Service for this purpose.
- The participating agencies recognize that the Florida Interagency Coordination Center (FICC) has responsibility for coordinating federal interagency fire management activities and planning across the State of Florida. Whereas each participating agency will dispatch its own resources across the state throughout its own jurisdictional lands and report major changes in resource availability to FICC, any dispatches outside the state will be ordered and received through FICC with the following possible exceptions: State Compact Agreement resources being ordered or filled through the Florida Forest Service. Initial Attack resources may be shared between different agencies on a local geographic level according to pre-arranged agreements (see Operations). Initial attack resources may be shared with different administrative units of the same agency on the local level, but when

these cross state jurisdictions, FICC will be notified within 24 hours of these dispatches.

B. Other Fire Control and Related Facilities

- The Eddy and Olustee Towers will be available for staffing by the State. The NF's in FL will provide telephone and utilities and will bear responsibility for all materials and supplies for maintenance and repair of the tower.
- The Lake City Tanker Base will be operated and managed by the NF's in Florida with the understanding that the aircraft and personnel at the base are available for support to wildland fire incidents throughout the State of Florida by all natural resource management agencies.
- The warehouse and attached office at the John Bethea Forest Headquarters are available for use during fire emergencies by the agencies participating in this agreement.
- The Florida Forest Service and the NF's in Florida will bear the costs of staffing lookout towers (Olustee and Eddy) and aerial detection as needed (in accordance with readiness level plans for routine patrol); and a fixed retardant base at Lake City and will consider this as offsetting service to each other.

Driver's License

Florida Forest Service personnel will hold appropriate operating licenses to meet state and federal laws. Employees of the Florida Forest Service may operate Federal Agency vehicles provided that operators meet the current operating guidelines and training requirements of the Florida Forest Service, which meets USFS standards.

Driver and equipment operators will hold appropriate operating licenses to meet State and Federal Laws. Employees of Parties to this Agreement may operate each other's vehicles provided that the operator meets the current operating guidelines and training required of their own Party. Therefore, a Forest Service-issued government motor vehicle operator's identification card is not required for state and local firefighters. This applies to current state and local agency personnel working as an Administratively Determined (AD) employee.

Safety Standards

Within Florida, each Agency party to this Agreement will follow its respective safety standards. On Federal Agency incidents outside Florida, NWCG safety standards shall be followed. The Florida Forest Service will adhere to their respective safety standards in carrying out mission assignments within the State of Florida.

Mobilization Plans

Mobilization plans are maintained by each Agency party to this Agreement. Specific information may be obtained on request. Any Florida Forest Service employee or any emergency responder who is trained and carded by the Florida Forest Service, dispatched to an incident outside Florida will be certified by the Florida Forest Service to meet the national qualification standards set forth by the NWCG qualification system (310-1).

Out-of-State Assignments and Other Federal Assignments

Requests for FFS personnel or other non-Federal firefighters managed by the FFS, or other state resources, will come through the National Forests in Florida Coordination Center Manager

(through the Florida Interagency Coordination Center in Tallahassee) to the Florida Forest Service Fire Chief or Assistant Chief through the designated State OIC (Officer-in-charge).

These provisions will apply:

1. The Florida Forest Service will operate a crew mobilization center as these resources are requested for National mobilization. The U.S. Forest Service will reimburse the state for cost associated with operating the center; to include travel to and from the appropriate jet port, meals, and lodging.

2. Hand crews provided by the FFS for out-of-state assignment will be limited to a maximum detail length of 14 days excluding travel (not to exceed 4 additional days).

3. Any Florida Forest Service employee (either as an AD, state employee, or Florida Forest Service carded emergency responder) dispatched outside the State of Florida shall be limited to a maximum of 14 days on incident plus up to 2 days travel to and 2 days travel from the incident. Florida Forest Service equipment may remain physically on an out-of-state incident for longer periods of time if approved by the Florida Forest Service but staffing for the equipment will adhere to the 14-day limitation. Any extensions will follow national procedures and will be approved by the Forest Protection Fire Chief or his designee.

4. State personnel are assigned emergency duties under provisions of the current Pay Plan for Emergency Firefighters, U.S. Department of Agriculture, Forest Service (FSH 5109.34, NWCG Handbook 2). New rates will become applicable immediately each year upon release.

5. The FFS may, at their discretion, send FFS paid personnel on Federal emergency assignments as State of Florida personnel and bill the U. S. Forest Service for the actual cost. Personnel on assignment as State of Florida personnel shall be paid in accordance with the State of Florida pay plan including fringe benefits. The FFS will notify the Florida Interagency Coordination Center when personnel are working as State of Florida personnel; otherwise, the personnel will be considered as Administratively Determined Personnel and paid in accordance with the AD Pay Plan. Changing of pay plans shall not occur during an assignment.

6. Incident Management Teams, hand crews, helicopter modules, and engine crews or strike teams may consist of Administratively Determined (AD) personnel, state personnel, or combination of both. These resources shall all be paid within the confines of a single pay plan. Any deviation from this policy must be approved by the Chief of Forest Protection prior to deployment.

(a) Rates of pay for crew personnel are as follows and as listed in the current pay plan for emergencyfirefighters by AD classification. The minimum for these positions are listed below.

Crew Boss	AD-F
Assistant Crew Boss	AD-E
Squad Boss	AD-D or -E
Crew Member	AD-C

Minimum for T2IA Crews also includes:

Faller	AD-D or -F

(b) Other positions will be classified per the Interagency Fire Business Handbook and paid the current rate as provided by the NWCG Incident Business Practices Working Team. New AD rates will become effective each year upon receipt by the Florida Coordination Center.

(c) Crews will be 20 persons organized as a Crew Boss, Assistant Crew Boss, three 6-person squads with a designated squad boss. If the FFS requests that a Crew Representative be assigned for the duration of the assignment the crew size will be reduced to 19 with no assistant crew boss.

(d) All non-federal resources obtained through the state shall meet the NWCG Wildland Fire Qualifications Guide 310-1 for the fire position they are to hold, including fitness score. They must have in their possession a current Incident Qualifications Card (Red card) issued by the Florida Forest Service.

(e) Florida FOREST SERVICE will issue each crew member, prior to departing, the following equipment: (USFS will provide equipment and support as needed).

1 Personal gear pack (red bag)
1 Field Pack, firefighter
3 Fire shirts
3 Fire Pants
1 Fire shelter with carrying case
1 Head Lamp
1 Pair of goggles
1 Pair of leather work gloves
2 Quart canteens with carrying cases

In addition to the above, each squad boss will be issued 1 pocket first aid kit, and each crew boss will be issued one belt type first aid kit. Each crew will be issued 4 programmable portable radios.

PREPAREDNESS

Protection Planning

The NF's in Florida shall make Florida Forest Service personnel aware of the pre-planned initial attack plans and policies included in its Fire Management Action Plans (FMAP). This can be done through cooperator meetings, one-on-one contacts or by providing Florida Forest Service personnel copies of the Fire Management Action Plans. In turn, FFS personnel will make Federal Agency personnel aware of Florida Forest Service resources and policies.

Each local field unit of the Agencies party to this Agreement will have annual cooperator meetings so that all agencies will know what resources are available, procedures to use, etc. Key emergency contact lists for the Federal Agencies and the Florida Forest Service will be provided to each agency with updates as changes in personnel or contact information occurs.

Protection Areas and Boundaries

Maps of protection and boundary areas are available from each Agency party to this Agreement and are not included in this document. They are displayed in Florida Forest Service and Federal Agency Dispatch Centers.

Mutual Threat Zones

The Agencies party to this Agreement agrees to define Mutual Threat Zones along the boundaries of the Federal Agency lands in the state. A Mutual Threat Zone is defined as a geographical area between two or more jurisdictions onto which representatives from these jurisdictions would respond on initial attack. Due to the complexities of boundary locations and maintaining detailed maps on these Mutual Threat Zones, Agencies party to this Agreement agree to define the Mutual Threat Zone as 3 miles on either side of the Federal Agency boundaries.

The established mutual threat zone does not change the normal responsibilities of the Agencies party to this Agreement. The Florida Forest Service, State of Florida is primarily responsible for suppressing fires on non-federal land. The Federal Agency is primarily responsible for suppressing fires on federal land. The Agencies party to this Agreement have no legislated responsibility for structural fire suppression; however, agencies party to this document place high priority on the protection of lives and structures endangered by wildland fires.

When a fire is reported on lands outside the mutual threat zones and not under the jurisdiction of the agency receiving the report, the agency receiving the fire report will notify the agency with jurisdictional responsibility that a fire has occurred. The agency with jurisdictional responsibility will dispatch appropriate fire control resources to the fire or may request assistance from the agency that reported the fire. Requested assistance provided will be reimbursable by the agency having jurisdictional responsibility.

Mutual Aid

Mutual Aid is any form of free direct assistance from one fire agency in support of another during an emergency, based upon a pre-arrangement between the agencies involved. If the agency having jurisdictional authority requests continued assistance from the initial attack

agency, suppression costs are reimbursable after the first 24 contiguous hours from the time that the first resources arrive at the incident. If the jurisdictional agency cannot be contacted by the responding agency, suppression action will be continued by the responding agency with reasonable and necessary suppression costs reimbursed by the jurisdictional agency for suppression action taken. All costs incurred after the initial attack period (not to exceed 24 contiguous hours) are reimbursable unless agreed to in writing by the Director of FFS and the agency administrator for the Federal Agency that has jurisdictional responsibility.

The Florida Forest Service's initial attack forces will be the crew (temporary or permanent personnel) and equipment normally available within the county where the wildland fire occurs. These forces are considered to be initial attack resources for use in the mutual threat zones, and are non-reimbursable for the first 24 hours. This does not include aerial resources that were requested by agency of jurisdiction.

Protection, Firefighting Equipment and Facilities Available for Cooperative Use
The Agencies party to this Agreement may loan to each other, without charge, fire suppression and related equipment and facilities as needed and if available. The borrowing agency shall be responsible for normal maintenance and any repairs made necessary by the borrowing agency's use. The borrowing agency should bear any costs related to shipping or handling for securing loaned equipment.

Acquisition of Services
Significant cooperator resources being ordered between Florida Forest Service and Federal Agencies will be considered for reimbursement of services. Documented resource orders and appropriate time/equipment/aircraft use forms will be used to construct reimbursement charges for extended attack fires. Aircraft used on initial attack operations and other specialized initial attack resources may also be reimbursed, particularly if they are high cost items or if mobilization costs are significant. Reimbursement rates are contained in the Southern Area Mobilization Guide. Personnel and equipment reimbursements will be at the rates currently published by the state. The rates provided in the Southern Area Mobilization Guide should be regarded as examples only and subject to change. It will be the protecting (providing) agency's responsibility to submit the billing for reimbursement for all cooperator agency resources to the responsible official of the benefiting agency.

Joint Projects and Project Plans
It will be the responsibility of agency administrators to document joint cooperative projects, including objectives, roles of each agency, and financial plans.

Fire Prevention Policies
The Agencies party to this Agreement will have periodic planning sessions to coordinate prevention efforts. Meetings should be held when deemed to be necessary. They will determine the most effective and efficient ways to carry out the various prevention plans. This should be carried out at the local field level with support and direction from area offices.

The Federal Agency Supervisors and the Director, Florida Forest Service or their designated representatives will coordinate the dissemination of Cooperative Forest Fire Prevention materials

such as press releases, TV and radio spots, etc., prior to fire season to avoid duplication of efforts. Fire Prevention Education Teams may be formed to facilitate the education of the public on the various aspects of Fire Prevention.

The Agencies party to this Agreement will develop a joint plan for utilizing Community Protection Funds grant money adjacent to federal lands.

Burning Authorization Procedures

Issuing Burning Authorizations

The Florida Forest Service administers the burning authorization program.

Burning Bans and Closure Orders

The Agencies party to this Agreement will implement and enforce respective closure orders and bans on outdoor burning as empowered by laws and regulations. Before taking such action, Agencies party to this Agreement will determine the seriousness of the situation and will exercise every reasonable effort to ensure coordinated, simultaneous action. During an outdoor burning ban, portable gas stoves in undeveloped Federal Agency areas and campfires in fireplaces or grills within the Federal Agency developed campgrounds may be permissible.

Prescribed Fire and Fuels Management

All parties to this agreement will notify the adjoining agencies of planned prescribed fire projects, and will assist each other with prescribed fire projects as their agency policy allows.

Smoke Management

The Florida Forest Service's smoke management plan will be followed by all agencies party to this Document.

Training

Each agency should coordinate and cooperate with making emergency response training available to each other. Cost should be kept to a minimum as related to lodging, meals, and supplies needed for the training session. The State produces an eighteen-month training calendar starting January 1st of each year and evaluated in November of each year. This training calendar is available on the internet. The Florida Forest Service will provide periodic billing to the National Forests in Florida, Fire Management Officer.

Communication Systems

Each party will notify the other of any additional frequencies acquired by either agency or changes in frequencies that effects fire operations. Approvals for use by the other party will be documented in a letter as per FCC regulations.

In addition to sharing frequencies and equipment as provided for in the master agreement, the National Forests in Florida has located a repeater on the FFS's Eddy Tower site. The guidelines displayed below will apply to the Eddy Tower repeater and any additional electronic equipment that either party may add.

The purpose of this paragraph is to establish items and conditions for an agency to install radio base station equipment, remote weather stations, or other mutually agreed electronic equipment at a site owned by the other agency.

- The requesting agency will be responsible for the installation and maintenance of their equipment installed at the site and will pay all costs associated with the installation, operation, and maintenance of the equipment.
- Each Agency agrees to :
  - Abide by the instructions received from the appropriate Agency Communications Manager or program Manager of the site owner with respect to equipment installation.
  - Eliminate any interference with communications or operation of the site owner that result from the installation of the additional equipment. If such interference cannot be eliminated to the satisfaction of the site owner, the installing Agency shall promptly terminate use of the site and remove its equipment within ninety days of receipt of written notification from the site owner.
  - Specific electronics equipment and associated equipment will be mutually agreed to on a case by case basis.

Fire Weather Systems

The NF's in Florida and Florida Forest Service maintain several automated fire weather stations. Agencies party to this Agreement will be responsible for the upkeep and maintenance of its respective stations as well as establishing the stations in the Weather Information Management System (WIMS) at Kansas City.

The Agencies party to this Agreement make mutual use of each other's automated stations for suppression and prescribed fire. It is a mutual benefit for the Florida Forest Service to be covered under the USFS agreement. Because of the importance of having these stations monitoring forest conditions year round, mutual assistance can be provided and extended as time permits in order to assure their continued operation. Interagency assistance is available on request.

This facilitates the ability to care for and maintain the Florida Forest Service fire danger weather stations as well as the management and archiving of each station's weather data. For station maintenance the Florida Forest Service's Remote Automated Weather Station (RAWS) Manager will work directly and annually with the USFS National RAWS Coordinator. This will be specifically accomplished through the National Interagency Fire Center Collection Agreement. For weather data management the Florida Forest Service Fire Danger Manager will work with the Weather Information Management System (WIMS) and the USFS WIMS Washington Office Support Group.

It is the intention of the Agencies party to this Agreement to coordinate fully on prescribed burning activities. This coordination requires that Agencies party to this Agreement have access to National Weather Service spot forecasts and to utilize the NWS generated NFDRS Point Forecasts.

The Florida Forest Service has multiple Fire RAWS units. To request use of one or more the Federal Agency will submit a resource order request for accountability purposes.

Public Information Policy

It is the intent of the Agencies party to this Agreement to fully cooperate in seeking out media opportunities associated with fire suppression and prevention activities in Florida. The purpose of this effort is to fully inform the public of the risks associated with wildfires and the roles and cooperative efforts of the Agencies party to this Agreement in fighting wildfires and protecting life and property.

1. In ongoing contacts with media, Agencies party to this Agreement will continue to clarify the different agency contributions to fire suppression and other emergency responses to natural disasters.

2. A news release letterhead will be used that reflects all of the participating agencies in the interagency Fire Dispatch Center. To the extent feasible, this interagency letterhead will be used for all news releases issued by the Fire Dispatch Centers, including those distributed electronically.

3. Develop and agree on standard guidelines to be used in dealing with the media in the event of major injuries or fatalities on fires or other incidents. These guidelines will be distributed among personnel responsible for media contacts and front line and fire dispatch personnel.

4. Develop and agree on standard guidelines for the distribution of news releases associated with fires and other incidents. Each agency will pursue opportunities for cooperation in distributing news releases, relying on each other's media contact networks and geographic locations.

5. In general, opportunities will be pursued for joint cooperation on news releases, including, but not limited to fire prevention messages as well as cooperative efforts in fire suppression.

6. When multiple agencies are involved in a joint fire suppression activity or other incident, or when a news release by one agency is likely to have a direct impact on the other agency, either issue a joint news release, or as a minimum, coordinate in advance the content and timing of releases. A joint information center (JIC) is recommended for longer duration, critically sensitive, or a large scale incident involving multiple jurisdictions.

7. For other news releases, provide courtesy copies of news releases to other agency.

8. When crews are being dispatched through the interagency fire dispatch center, seek out media opportunities to cover crews leaving and returning. Provide Information Officers at airports or other staging areas to facilitate media coverage. When appropriate, seek out spokespersons of the Agencies party to this Agreement to interact with media on site.

OPERATIONS

Fire Notifications
Agencies will notify protecting agency of any fires detected on such agency's lands as quickly as possible. This includes false alarm and natural out fires as well as fires responded to. The reporting agency will provide adequate information to meet the protecting agency's standards for fire reporting.

Boundary Line Fires
Fires within mutual threat zones may be responded to by either agency's resources. Responders should respect pre-suppression plans, SOPs, and fire management objectives established in the protecting agency's guiding documents (FMP, FLMP, etc.). Agency administrators or their designated representatives must be notified as quickly as possible in order to ensure resource advisors and fire resources are assigned to assist the responding agency.

Law Enforcement
Agencies party to this Agreement will coordinate with the other to render mutual assistance in law enforcement activities, the gathering of evidence and in actual court prosecutions to the fullest extent practicable in accordance with the following protocols:

- On fires that start on Federal Agency property and burn entirely on federal property, the Federal Agency will investigate and charge suspects.
- On fires that burn on private and federal property, the Agencies party to this Agreement will consult on the investigation and determine which agency will charge any suspects.
- On fires that stay entirely on non-federal lands (even when the Florida Forest Service or Federal Agency provides assistance due to the threat to National Forest System lands) the Florida Forest Service will investigate with the assistance of the Federal Agency with the State charging the suspects.
- Responding agencies will do everything within their ability to locate and protect the origin of all fires so that cause may be properly investigated and determined. Responding agency will assist with all fire investigations to the extent possible.

Planned and Unplanned Ignitions
When a wildfire or escaped prescribed burn spreads to a neighboring jurisdiction because of strategic decisions, and in a location where fire is not wanted, the managing jurisdiction shall be responsible for wildfire suppression costs.

Land Management Considerations
USFS: The use of Minimal Impact Suppression Tactics (MIST) shall be used on all wilderness areas. No mechanized equipment (chainsaws, leaf blowers, dozers, etc.) will be used except by approval of Forest Supervisor.

Unless otherwise agreed, the Jurisdictional Agency will provide an Agency representative with appropriate environmental technical expertise to advise a Protecting Agency of any special management considerations that may influence suppression action. The cost of these individuals shall be paid by the Jurisdictional Agency, or the incident. The Incident Commander will incorporate special management considerations into the incident planning process, subject to the

delegation of authority.

Delegation of Authority
The local unit's Agency Administrator will delegate responsibility to any incoming Incident Command Team according to their agency's policies. This delegation will specify the scope of the incoming IC's responsibilities and identify values to protect, resources available, and special considerations for managing the incident, as well as Agency Representatives and Resource Advisors. They will specify whether or not the incoming IC will have Initial Attack Responsibility for additional wildland fires within the agency's jurisdiction. Copies of the FMP, FLMP and other agency documents will be made available to the incoming team.

Designation of Authorized Agency Representatives
The representatives authorized to sign this annual action plan are:

NF's in Florida: Forest Supervisor, National Forests in Florida

Florida Forest Service: Director, Florida Forest Service and
Director of Administration, Department of Agriculture

USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES

Reimbursement of Costs and Services for Fire Emergencies
Persons having express authority to incur expenditures under this provision are:

NF's in Florida	
Forest Supervisor	District Ranger
Fire Management Staff Officer	Fire Management Officer
Coordination Center Manager	

Florida Forest Service	
Director	Assistant Director
Fire Chief / Operations Chief	Deputy Operations Chief
Center Manager	District Manager
Operations Administrator	Aviation Manager
Fire Resource Manager	State Officer-In-Charge (OIC)

Applicable rates for the following items will be the rate that is currently in use at the time of dispatch.

- Emergency Firefighter (AD) rates as found in the current Incident Business Management Handbook.
- Equipment rates as found in the current Southern Area Mobilization Guide.
- Aircraft rates as found in the current Southern Area Mobilization Guide.

Reimbursable Services
Reimbursable in-state services will be rendered only at the request of the other agency. Out-of-state reimbursable services will be rendered at the request of the designated officials in the Agencies party to this Agreement. In all cases, personnel salaries for Agencies party to this Agreement will include the costs of retirement, Social Security, health insurance and other similar costs that the respective Agency is normally responsible for paying. The salary rates, including all of these additional costs, will be those current at the time of the rendered services. Overtime will be paid per state policy (non-exempt and exempt).

The personnel of Agencies party to this Agreement will complete, maintain, and provide daily documentation on all incidents. This will include at a minimum, unit logs, and daily time reports showing hours worked and equipment use records for equipment showing hours/mileage operated. Additional forms may be required depending on incident requirements.

Non-Wildland Fire Emergencies
Both agencies are heavily involved in emergencies other than wildland fire. Either agency may request assistance from the other for non-wildland fire emergencies (hurricanes, floods, etc.) When such assistance is provided, the sending agency will invoice the receiving agency for those resources as appropriate. In case of a request for assistance on a federally declared non-wildland fire emergency, the state will respond and be reimbursed relative to the criteria set forth in the Stafford Act referenced in the Cooperative Agreement. Current established rates for fire suppression equipment and personnel will be used. State employees may also be hired as Administratively Determined (AD) Employees at the discretion of the federal agency.

Equipment – Out of State Dispatching
When the Federal Agency needs the services of the Florida Forest Service's tractor/plow/hauling units, engine units, or any other equipment, supplies or personnel outside of the state, the NFs in Florida Dispatcher in Tallahassee shall make the request through the Florida Forest Service's Tallahassee State Office. Reimbursement for these services will be through the same procedures under this Agreement as for in-state reimbursable services.

Bills for Federal Agency assistance to the State shall be sent to:
Florida Forest Service
3125 Conner Boulevard, Room 157 MS C-15
Tallahassee, Florida 32399-1650

Payments to the Forest Service shall be made to:
USDA Forest Service
C/O Citibank
P.O. Box 301550
Los Angeles, CA 90030-1550

The Federal Agency shall bill the Florida Forest Service within 120 days after return from detail, but in situations involving large incidents or cost share agreements it will be necessary to delay billing until all costs have been collected and verified. If a continuing federal incident is in progress, the Federal Agency shall furnish an estimate of costs by June 15. When the Federal Agency participates on State incidents under this reimbursable part of the Agreement, the State will pay all expenses such as salaries, overtime, per diem, travel, etc at the current Federal Agency rates.

For Agencies party to this Agreement, backup documents will be kept for auditing purposes on file at the respective office making payments for services. Documents such as Emergency Firefighter Time Reports showing hours worked, Agency's time reports for time worked on home units during the same pay period, Equipment Use Records, Flight Use Invoices, etc., will be retained per prescribed regulations.

Fire Suppression Billings

Provide as a minimum on each invoice/bill:

- Cooperator name, address, phone number, and agency financial contact
- Invoice or bill number
- Agreement number
- Incident name and number
- Dates of the incident covered by the billing
- Location and jurisdictional unit
- Appropriate incident number (FFS code or Forest Service P-code/override)
- Summary cost data for the amount being billed. Use incident generated cost information or standard generated cost reports generated by the Agency to support the billing whenever possible
- Copy of Resource Order

Generally cost source documents will not be required unless summary cost data is disputed or another agency requires source documents (i.e. FEMA). Summary cost data will include, but not be limited to, a list of personnel expenses including base, overtime and travel and a listing by vendor name and amount spent for supplies and services procured. If available, also include a list of resource unit numbers or Agency equivalent covered by the billing.

Contested Billings

Written notice that a bill is contested will be mailed to the billing Agency 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.

Obligations

For year-end obligation purposes, the Federal Agency will submit unpaid obligation figures to the Florida Forest Service by June 1. The Florida Forest Service will submit unpaid obligation figures to the Federal Agencies by September 1 for the current billing year. Incident name, date, incident number and federal job code and override code will be submitted for all obligations.

Fee Basis Acquisition of Services
Annual Statewide plans and procurement documents will establish billing procedures for Fee Basis Protection Services. An indirect cost rate will not be assessed.

Non-Suppression (e.g., Fuels Treatment) Billings
The Agencies party to this Agreement may bill for activities not related to fire suppression within their authorities. For example, within existing legal authorities, this may include reimbursement to states for expenses incurred in accepting dispatches in response to non-wildfire emergencies. Billing arrangements for such activities will be documented on procurement documents or project plans and an indirect cost rate will be assessed. Provisions described above also apply to these billings. Billings will outline services performed and include a copy of, or reference, the applicable operating plan if available.

Interagency Air Operations - In State
General

Prior to initiating requests for any Florida Forest Service aircraft, the Federal Agency will ensure that an imminent threat exists to life and property and that no similar service from the private sector is reasonably available to meet the threat.

Requests for aircraft assistance for in-state incidents will be made through the appropriate Florida Forest Service office or State Officer in Charge and the FICC Dispatcher.

Reimbursable costs for personnel, equipment, and aircraft are the applicable rates on file with each respective Agency party to this Agreement and are the current rates at time of use.

Reimbursement for air tanker drops will be for actual flying time to and from fires and retardant costs (at current contract rate). When the receiving Agency specifically requests the relocation of aircraft then the receiving Agency will pay ferry flight costs.

Air Tankers - USFS Portable Air Tanker Bases (PATB) – either National Contract or USFS owned will be ordered through FICC. If requested by the Florida Forest Service, all associated costs will be borne by the FFS and will be the responsibility of the FFS until returned.

Patrol/Detection/Lead Plane Aircraft (NF's in Florida & FFS)
USFS or Florida Forest Service airplanes may be assigned to ongoing fires.

Federal Agencies may utilize State-owned aircraft for resource management, incidents and administrative flights by requesting it through the Florida Forest Service. The plane nearest the need will be used when possible.

The requesting agency shall reimburse the providing agency for actual personnel costs for each mission and for actual State per diem or other expenses related to travel away from the home base of the aircraft, including the travel costs of replacement flight crews. Flight hour rates will be reimbursed at the rate applicable at the time of use (outside routine detection).

Helicopters (FFS & NF's in Florida)
State Helicopters
Operating costs for flight time for these helicopters will be the rates applicable at the time of use. The Federal Agency shall reimburse the Florida Forest Service for services to include flight time as well as personnel and equipment costs, State per diem and other expenses related to travel away from the home base, including the travel costs of replacement flight crews.

USFS Helicopters
Owned or contracted helicopters are stationed at various locations throughout the state. Reimbursement for services will include personnel and equipment costs.

Interagency Air Operations - out-of-state
When the Federal Agency needs the services of any Florida Forest Service owned aircraft outside the State, the FICC Dispatcher in Tallahassee shall make the request through the Florida Forest Service's Tallahassee State office. All costs associated with the rendered services will be reimbursable.

Initial Attack

In Mutual Threat Zones
When Agencies party to this Agreement have resources available, they may take initial attack on fires within the mutual threat zone. This may be based on the closest force concept if the fire managers involved from each agency agree on the actions to be taken. When an agency makes the initial attack on a fire that would normally be considered the primary responsibility of the other agency, the agency primarily responsible will take over the fire as soon as possible after initial attack. These forces are considered to be initial attack resources for use in the mutual threat zones, and are non-reimbursable for the initial attack period (first contiguous 24 hours). This does not include pick-up firefighters or any aerial resources that were requested by agency of jurisdiction.

Outside Mutual Threat Zone
Agencies party to this Agreement will make an appropriate management response to all wildland fires. They may take an immediate initial attack action on any fire it discovers, irrespective of jurisdictional responsibility. Fires will be immediately reported to the agency having jurisdiction. The jurisdictional agency will dispatch resources to replace the initial attack resources or may request continued assistance. If the agency having jurisdictional authority requests continued assistance from the initial attack agency, suppression costs are reimbursable. If the jurisdictional agency cannot be contacted by the responding agency, suppression action will be continued by the responding agency and shall be reimbursed by the jurisdictional agency for suppression action taken.

Joint Jurisdictional Fires
Joint Jurisdiction Fires are those fires burning on two or more jurisdictions and which start outside of the mutual threat zone, burn beyond the mutual threat zone, or require suppression action beyond the initial attack period (first contiguous 24 hours) within the mutual threat zone. Except for non-reimbursable initial attack resources specified previously, costs shall be apportioned by acreage burned within each agency's jurisdiction or another method agreeable to both agencies.

The agency that has borne more than its apportioned share of the costs shall bill the other agency for the difference between its expended costs and its apportioned share of total costs. To the extent practicable, the agencies shall agree on the resources needed to meet overall suppression objectives. However, this does not preclude one of the Agencies committing additional resources to meet its needs, in which event, that agency shall bear the cost of that added resource.

Joint Jurisdiction Fire Procedures on Extended Attack Incidents
The Florida Multi-Agency Coordinating Group (FMAC) organization may be used when it is more effective and efficient to coordinate the ordering and assignment of wildland fire suppression resources. Some examples of when Agencies party to this agreement establish the group are:

- Joint fires burning on lands where Agencies party to this Agreement have responsibility.
- Agencies party to this Agreement have significant values at risk.
- Significant resources committed by Agencies party to this Agreement.

- Critical resources are scarce.

The decision to use or initiate the FMAC organization will be discussed between Florida Forest Service's Director and the NF's in FL Forest Supervisor.

The Florida MAC Group Operations Guide will be used in establishing the FMAC Group. Mission, Authorities, and Organization are outlined in the Guide.

Staffing Schedules
Staffing Guides or schedules for Agencies party to this Agreement are on file with each respective agency.

Electronic Funds Transfer (EFT)
The Florida Forest Service shall designate a financial institution or an authorized payment agent through which a federal payment may be made in accordance with U.S. Treasury Regulations, Money, and Finance at 31 CFR 208. This CFR requires that federal payments are to be made by EFT to the maximum extent possible. A waiver may be requested and payments received by check by certifying in writing that one of the following situations apply:

- The payment recipient does not have an account at a financial institution.
- EFT creates a financial hardship because direct deposit will cost the payment recipient more than receiving the check.
- The payment recipient has a physical or mental disability, or a geographic, language, or literacy barrier.

In order to receive EFT payments, the Florida Forest Service shall register in the Central Contractor Registry (CCR) at www.ccr.gov and follow the instructions on line. For assistance, contact the CCR Assistance Center at 888-227-2423 or 269-961-4725.

SIGNATURES

U.S. FOREST SERVICE
NATIONAL FORESTS IN FLORIDA

Kelly Russell

Kelly Russell
Forest Supervisor

Date: _____

This agreement has been reviewed
and approved for format and authority.

JOANN MCGEE
FS Agreements Specialist

Date: 1/27/2017

FLORIDA DEPT. OF AGRICULTURE
AND CONSUMER SERVICES
FLORIDA FOREST SERVICE

JAMES R. KARELS
Director

Date: 2/3/17

JOEY B. HICKS
Director of Administration

Date: 2.9.17

LIST OF APPENDICES

Appendix A	Florida Forest Service Contact List
Appendix B	National Forests in Florida Contact List

LIST OF ADDENDUMS

Addendum A	Unified Air Operations, Helicopter Availability, and Base Support
Addendum B	Air Tanker Support
Addendum C	FICC Support

ADDENDUM A
of
COOPERATIVE FIRE PROTECTION AGREEMENT

between

THE STATE OF FLORIDA, FLORIDA FOREST SERVICE

and

THE U. S. FOREST SERVICE, NATIONAL FORESTS IN FLORIDA

The following is the cost share agreement between the above-mentioned agencies as it was negotiated for the following fire suppression activity and is considered a statewide agreement;

ACTIVITY: UNIFIED AIR OPERATIONS SUPPORT, HELICOPTER AVAILABILITY & BASE SUPPORT

SITE: FLORIDA INTERAGENCY COORDINATION CENTER, TALLAHASSEE AIRPORT & VARIOUS LOCATIONS THROUGHOUT THE STATE

INCIDENT NUMBERS:

Incident numbers and codes will he assigned as needed on an annual basis.
A unique accounting code will be assigned for cost tracking purposes.

STARTING DATE: January 1, 2017

JURISDICTIONS: U.S. FOREST SERVICE-NATIONAL FORESTS IN FLORIDA
STATE OF FLORIDA, FLORIDA FOREST SERVICE

COMMAND STRUCTURE: Critical fire situations in Florida dictate that certain actions are taken in preparation for the pending and current wildland lire situations. This will necessitate the creation of a Unified Air Operations Group at the Florida Interagency Coordination Center to support the command decisions made by the two agencies and to support operations with rotor wing aircraft at various locations in the state.

EFFECTIVE DATES: January 1, 2017 through December 31, 2017.

This addendum was prepared under the following guidelines;

1. In accordance with the Cooperative Fire Protection Agreement between the U.S. Forest Service, National Forests in Florida and the State of Florida, Florida Forest Service.

2. All costs originating from orders placed by and for this activity that can be reasonably obtained and recorded for the cost-share period will be included in this agreement and will be shared on the basis of the agency representative's mutual agreement.

3. Cost for nonexpendable property purchases by each agency will be charged directly to that agency and will not be shared.

4. Cost incurred by cooperators engaged in joint fire suppression activities will not be included as part of this cost-share agreement.

5. Agency specific costs that do not contribute directly to this joint activity will not be shared.

6. Responsibility for tort claim costs or compensation for injury costs will not be part of this agreement. Responsibility for these costs will be determined outside of this agreement. Costs incurred for the resolution of tort claims may be included in the cost settlement. Compensation for injury costs will be part of the overall administrative cost.

7. Non-suppression rehabilitation costs are the responsibility of the jurisdictional agency and will not be shared.

8. Each agency's share of the total costs for this joint activity is based on the judgment of the Agency Administrators representing each agency and is based on recognizing that there are certain costs to be incurred in the establishment of air operation activities: support; helicopter bases; and that there is a preparedness element as well as a suppression element in protecting wildlands from wildfire. The Unified Air Operations Group is assigned the responsibility of coordinating the utilization of assigned aircraft and when appropriate will assign helicopters to various locations throughout the State of Florida. It is recognized that certain costs will be incurred whether the rotorcraft are utilized or assigned to an ongoing incident. The cost of unified air operations, air support, and rotorcraft availability will be shared equally for the first $150,000 of incurred costs. After that all air operation costs will be shared based on the utilization of all assigned helicopters during the unified command period. Agency Administrators will meet at the conclusion of the fire season and determine the percentage for the distribution of the costs. Only those aircraft and personnel assigned and dispatched through the Unified Air Operations Group will be considered in the cost calculations. National Guard helicopters, personnel, and support will not be considered in this calculation.

9. The parties to this agreement will meet annually when accounting records are complete to determine the total costs for each agency. Costs from this activity will be consolidated with the other cost share activities in the state. The billing, when paid, will result in each agency sharing overall incident costs as herein agreed.

10. The parties agree to use best business practices and be mindful of cost containment with emergency response operations and activities.

11. This agreement for this activity may be terminated by either party with 60 days advance notice but is intended to provide a working relationship for the suppression of wildland fires in the State of Florida.

12. Activation of this activity will be done by mutual agreement by the designated representatives of each agency.

The apportionment of costs for this activity is based upon the judgments of the agency representatives responsible for costs.

ADDENDUM B
of
COOPERATIVE FIRE PROTECTION AGREEMENT

between

THE STATE OF FLORIDA, FLORIDA FOREST SERVICE

and

THE U. S. FOREST SERVICE,
NATIONAL FORESTS IN FLORIDA

The following is the cost share agreement between the above-mentioned agencies as it was negotiated for the following fire suppression activity and is considered a statewide agreement:

ACTIVITY: FLORIDA PORTABLE AIR TANKER BASE SUPPORT

SITE: VARIOUS AIR TANKER BASE SITES THROUGHOUT THE STATE OF FLORIDA

INCIDENT NUMBERS:

Incident numbers and codes will be assigned as needed on an annual basis.
Each base will have a unique number assigned for cost tracking purposes.

STARTING DATE: January 1, 2017

JURISDICTIONS: U.S. FOREST SERVICE-NATIONAL FORESTS IN FLORIDA
STATE OF FLORIDA, FLORIDA FOREST SERVICE

COMMAND STRUCTURE: Critical fire situations in Florida warrant the assignment of aerial resources and accompanying support resources. A joint decision has been made to assign air tankers to strategic sites throughout the state. The cost of the support personnel, their travel, and incidental expenses will he charged to each site.

EFFECTIVE DATES: January 1, 2017 through December 31, 2017.

This addendum was prepared under the following guidelines:

1. In accordance with the Cooperative Fire Protection Agreement between the U.S. Forest Service, National Forests in Florida and the State of Florida, Florida Forest Service.

2. All costs originating from orders placed by and for this activity that can be reasonably obtained and recorded for the cost-share period will be included in this agreement and will be shared on the basis of the agency representative's mutual agreement.

3. Cost for nonexpendable property purchases by each agency will be charged directly to that agency and will not be shared.

4. Cost incurred by cooperators not engaged in joint fire suppression activities will not be included as part of this cost-share agreement.

5. Agency specific costs that do not contribute directly to this joint activity will not be shared.

6. Responsibility for tort claim costs or compensation for injury costs will not be part of this agreement. Responsibility for these costs will be determined outside of this agreement. Costs incurred for the resolution of tort claims may be included in the cost settlement. Compensation for injury costs will be part of the overall administrative cost.

7. Non-suppression rehabilitation costs are the responsibility of the jurisdictional agency and will not be shared.

8. Each agency's share of the total costs for this joint activity is based on the judgment of the Agency Administrators representing each agency and is based on recognizing that there are certain up-front costs to be incurred in the establishment of a tanker base and that there is a preparedness element as well as a suppression element in protecting wildlands from wildfire. Establishment and operation of portable air tanker bases carries considerable up-front costs regardless of who uses the base or if they are used at all. It is the mutual agreement of the parties to this agreement to share the up-front costs and operational costs for the first $144,340.00 equally. That cost will be $144,340.00 until it is mutually revised. This estimated cost will be revised annually to reflect the changes in the Consumer Price Index (CPI). —Costs above the first $144,340.00 will be distributed based on the proportion of product (gallons) delivered to state and federal incidents. Attachment 1 lists some of the potential sites for a portable tanker base.

9. The parties to this agreement will meet annually when accounting records are complete to determine the total costs for each agency. Costs from this activity will be consolidated with the other cost share activities in the state. The U. S. Forest Service will represent all federal land management agencies. The billing, when paid, will result in each agency sharing overall incident costs as herein agreed.

10. The parties agree to use best business practices and he mindful of cost containment with emergency response operations and activities.

11. This agreement for this activity may be terminated by either party with 60 days advance notice but is intended to provide a working relationship for the suppression or wildland fires in the State of Florida.

12. Attachment 1 may be revised by mutual agreement at any time deemed appropriate by the parties to this agreement.

13. Activation of each site will be done by mutual agreement by the designated representatives of each agency. Once a site is activated for a fire season it is considered open for the fire season and any costs for reopening a site where operations have been suspended will be added to the total cost of the site for the season.

This apportionment of costs for this activity is based upon the judgment of the agency representatives responsible for costs.

ATTACHMENT 1
to Addendum B

FLORIDA PORTABLE AIR TANKER SUPPORT

CY 2013 to CY 2017

Potential Base Sites

Brooksville

Melbourne

Ocala

Punta Gorda

Distribution is based on an initial estimated operation cost of $144,340.00 for thirty days. Estimate is based on a model that established costs for 2006 at $133,336.00.

ADDENDUM C
of
COOPERATIVE FIRE PROTECTIONAGREEMENT

between

THE STATE OF FLORIDA, FLORIDA FOREST SERVICE

and

THE U. S. FOREST SERVICE, NATIONAL FORESTS IN FLORIDA

The following is the cost share agreement between the above-mentioned agencies as it was negotiated for the following fire suppression and non-fire emergency response activities and is considered a statewide agreement:

ACTIVITY: FLORIDA INTERAGENCY COORDINATION CENTER SUPPORT

SITE: FLORIDA INTERAGENCY COORDINATION CENTER, TALLAHASSEE AIRPORT AND FLORIDA FOREST SERVICE OPERATIONS CENTER, TALLAHASSEE STATE OFFICE

INCIDENT NUMBERS:

Incident numbers and codes will be assigned as needed on an annual basis.
A unique accounting code will be assigned for cost tracking purposes.

STARTING DATE: January *1, 2017*

JURISDICTIONS: U.S. FOREST SERVICE-NATIONAL FORESTS IN FLORIDA
STATE OF FLORIDA, FLORIDA FOREST SERVICE

COMMAND STRUCTURE: Critical fire and non-fire emergency situations in Florida dictate that certain actions be taken in preparation for the pending and current emergency conditions. This may necessitate the creation of a FMAC group to support the command decisions made by the two agencies.

EFFECTIVE DATES: January 1, 2017 through December 31, 2017

This addendum was prepared under the following guidelines:

1. In accordance with the Cooperative Fire Protection Agreement between the U. S. Forest Service, National Forests in Florida and the State of Florida, Florida Forest Service.

2. All costs originating from orders placed by and for this activity that can be reasonably obtained and recorded for the cost-share period will be included in this agreement and will be shared on the basis of the agency representative's mutual agreement.

3. Cost for nonexpendable property purchases by each agency will be charged directly to that agency and will not be shared.

4. Cost incurred by cooperators not engaged in joint fire suppression or non-fire emergency response activities will not be included as part of this cost-share agreement.

5. Agency specific costs that do not contribute directly to this joint activity will not be shared.

6. Responsibility for tort claim costs or compensation for injury costs will not be part of this agreement. Responsibility for these costs will be determined outside of this agreement. Costs incurred for the resolution of tort claims may be included in the cost settlement. Compensation for injury costs will be part of the overall administrative cost.

7. Non-suppression rehabilitation costs are the responsibility of the jurisdictional agency and will not be shared.

8. Each agency's share of the total costs for this joint activity is based on the judgment of the Agency Administrators representing each agency and is based on recognizing that there are certain costs to be incurred in the establishment of FMAC activities and there is a preparedness element as well as a suppression element in protecting wildlands from wildfire. The FMAC Group has the responsibility of coordinating and ordering resources for wildland fire and non-fire emergency activities. It has the additional responsibility of directing an expanded dispatch organization when it becomes necessary to increase resource ordering capabilities. Total fire suppression and non-fire emergency response costs supported by the expanded FMAC Group operation will be used as a basis for negotiating a final shared percent as determined by the Agency Administrators. Fire suppression and non-fire emergency response costs supported by other Federal or State entities outside of the FMAC operation will not be included in the cost distribution calculation. Tracking costs for this will begin with the initiation of the Florida Multi-Agency Coordination Group and will terminate when the Florida Multi-Agency Coordination Group is released from their responsibilities.

9. The parties to this agreement will meet annually when accounting records are complete to determine the total costs for each agency. Costs from this activity will be consolidated with the other cost share activities in the state. The U. S. Forest Service will represent all federal land management agencies. The billing, when paid, will result in each agency sharing overall incident costs as herein agreed.

10. The Parties agree to use best business practices and be mindful of cost containment with emergency response operations and activities.

11. This agreement for this activity may be terminated by either party with 60 days advance notice but is intended to provide a working relationship for the suppression of wildland fires in the State of Florida.

12. Activation of this activity will be done by mutual agreement by the designated representatives of each agency.

This apportionment of costs for this activity is based upon the judgments of the agency representatives responsible for costs.