

April 17, 2009

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

Between

UNITED STATES DEPARTMENT OF THE INTERIOR

BUREAU OF LAND MANAGEMENT

Oregon and Washington
Agreement # OR-RFPA09-1001
DUNS No. 798067393

NATIONAL PARK SERVICE

Pacific West Region
Agreement # H8075-09-004
DUNS No. 092773134

BUREAU OF INDIAN AFFAIRS

Northwest Region
Agreement # AGP00770
DUNS No. 076425305

UNITED STATES FISH AND WILDLIFE SERVICE

Pacific Region
Agreement # 10132-9-H100A
DUNS No. 129285792

UNITED STATES DEPARTMENT OF AGRICULTURE

FOREST SERVICE

Pacific Northwest and Northern Regions
Agreement # NFS 09-FI-11062752-009
DUNS No. 929332484

STATE OF OREGON

Department of Forestry
Agreement # 809579808
DUNS No. 11895966

STATE OF WASHINGTON

Department of Natural Resources
Agreement # IAA 09-182
DUNS No. 808883474

COOS FOREST PROTECTIVE ASSOCIATION

DUNS No. 084417666

DOUGLAS FOREST PROTECTIVE ASSOCIATION

DUNS No. 076423482

WALKER RANGE FOREST PROTECTIVE ASSOCIATION

DUNS No. 624858064

April 17, 2009

By THE FOLLOWING AUTHORITIES:

Reciprocal Fire Protection Act of May 27, 1955, (69 Stat. 66; 42 U.S.C. 1856) (Federal Agencies)
Economy Act of June 30, 1932, (31 U.S.C., 1535 as amended) (Federal Agencies)
Disaster Relief Act of May 22, 1974, (42 U.S.C. 5121 as amended) (Federal Agencies)
Robert T. Stafford Disaster Relief and Emergency Assistance Act (P.L. 93-288) (Federal Agencies)
Homeland Security Act of 2002 (H.R. 5005-8)
Homeland Security Presidential Directive-5 (HSPD-5)
Watershed Restoration and Enhancement Act of 1998, P.L. 105-277, as amended by P.L. 109-54 (FS)
Consolidated Security, Disaster Assistance, and Continuing Appropriations Act, 2009 (Continuing Resolution, P.L. 110-329, Sept. 30, 2008; 122 Stat. 3574). (Federal Agencies)
National Indian Forest Resources Management Act (P.L. 101-630, Title III) (Interior Agencies)
Taylor Grazing Act of June 28, 1934, (48 Stat. 1269; 43 U.S.C. 315) (BLM, FS)
Granger-Thye Act of April 24, 1950, (16 U.S.C., Sec 572) (FS)
Cooperative Funds and Deposits Act of Dec 12, 1975, (P.L. 94-148, 16 U.S.C. 565) (FS)
Cooperative Forestry Assistance Act of July 1, 1978, as amended (16 U.S.C. 2101) (FS)
Cooperative Funds Act of June 30, 1914, (16 U.S.C. 498) (FS)
Department of the Interior and Related Agencies Appropriations Act, 1999, as included in P.L. 105-277, section 101(e);
Federal Land Policy and Management Act of Oct. 21, 1976, (P.L.94-579; 43 U.S.C.)(BLM)
NPS Organic Act (16 U.S.C.1) (NPS)
National Wildlife Refuge Administration Act of 1966 (16 U.S.C. 668dd-668ee, 80 Stat. 927, as amended) (FWS)
National Wildlife Refuge System Improvement Act of 1997 (P.L. 105-57) (FWS)
RCW 76.04 Washington State Forest Protection Act (DNR)
ORS Chapter 401, 477 and 526 (ODF)

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I. PURPOSE

The purpose of this Master Cooperative Wildland Fire Management Agreement (hereinafter called the Agreement) is to document the commitment of the Agencies to this Agreement to improve efficiency by facilitating the coordination and exchange of personnel, equipment, supplies, services, and funds among the Agencies to this Agreement.

[NOTE: The underlined text in this agreement is applicable only to coordination of Stafford Act responses through this agreement.]

In addition to improving efficiency in addressing wildland fire, this agreement facilitates improved coordination regarding other incidents. The Nation's domestic incident management landscape changed dramatically following the terrorist attacks of September 11, 2001. Today's threat environment includes not only the traditional spectrum of manmade and natural hazards – wildland and urban fires, floods, oil spills, hazardous materials releases, transportation accidents, earthquakes, hurricanes, tornadoes, pandemics, designated special events requiring security, and disruptions to the Nation's energy and information technology infrastructure – but also the deadly and devastating terrorist arsenal of chemical, biological, radiological, nuclear and high-yield explosive weapons. Pre-planning through this agreement will enable better use of shared response to these types of situations.

The National Response Plan (NRP) applies to all Federal departments and agencies that may be requested to provide assistance or conduct operations during Presidential/Stafford Act declared disasters. These disasters also require a coordinated response by an appropriate combination of State and Tribal entities, along with the Agencies. This agreement documents the commitment of the Parties to provide cooperation, resources, and support to the Secretary of Homeland Security in the implementation of the NRP, as appropriate and consistent with their own authorities and responsibilities. Wildland fires and non-wildland emergencies or disasters that are **Presidentially-declared emergencies and disasters under the Stafford Act are covered under this Agreement.**

The Agencies to this Agreement are:

The State of Oregon, hereinafter called Oregon or when referred jointly with other states in this agreement called the "States"; and

The State of Washington, hereinafter called Washington or when referred jointly with other states in this agreement called the "States"; and

The United States Department of Agriculture Forest Service, Pacific Northwest and Northern Regions; hereinafter called the "USFS"; and

The United States Department of the Interior, National Park Service, Pacific West Region, hereinafter called the "NPS"; and

The United States Department of the Interior, Fish and Wildlife Service, Pacific Region, hereinafter called "FWS"; and

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The United States Department of the Interior, Bureau of Indian Affairs, Northwest Regional Office, hereinafter called the "BIA"; and

The United States Department of the Interior, Bureau of Land Management, Oregon and Washington State Office, hereinafter called the "BLM" and

The Coos Forest Protective Association, and

The Douglas Forest Protective Association, and

The Walker Range Forest Protective Association, hereinafter when jointly referred to with Coos and Douglas, called the "Associations". For the purposes of this Agreement, Oregon shall represent the Associations.

The USFS, NPS, FWS, BIA, and the BLM may hereinafter be jointly called the "Federal Agencies."

The Federal Agencies, States, and other entities signatory to this Agreement will hereinafter be referred to as the "Agencies to this Agreement."

Words and phrases used herein may have different meanings or interpretations for different readers. To establish a "common" understanding, words and phrases as used herein are defined in the Glossary of Wildland Fire Terminology found on the "Publications" page of the National Wildfire Coordinating Group web-page (www.NWCG.gov, or by direct link at <http://www.nwcg.gov/pms/pubs/glossary/index.htm>) and in the Glossary attached as Exhibit A.

Incorporation of exhibits into agreement

The following exhibits are hereby incorporated into this Agreement (Note that Exhibits G and H relate only to Stafford Act responses):

	Contents
A	Glossary of Terms
B	Principal Contacts
C	A sample Operating plan (OP) Outline Guide
D	Reimbursable Billings and Payments
E	A sample Project and Financial Plan
F	A sample Cost Share Agreement
G	<u>Use and Reimbursement for Stafford Act Shared Resources</u>
H	<u>Glossary of Terms for Stafford Act Response</u>

Exhibits to this Agreement may be revised upon request of the Agencies through execution of the Northwest Operating Plan (OP). The latest revision of any Exhibit will automatically be incorporated into this Agreement without necessitating a formal modification as defined in Agreement Provision #49.

Acknowledgement of supplements to the agreement

Supplements to this Agreement, OPs, Project and Financial Plans, and Cost Share Agreements will further describe working relationships, financial arrangements, and joint activities not otherwise specified under the terms of this Agreement.

Hierarchy and precedence for agreements, exhibits, etc.

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Any inconsistencies in this Agreement and attachments thereto shall be resolved by giving precedence in the following order:

- A. This Agreement
- B. Northwest Geographic Area Operating Plan
- C. Exhibits to this Agreement
- D. Sub-Geographic or Local Operating Plan
- E. Project and Financial Plan

II. RECITALS

1. Lands for which the States are responsible for wildland fire protection in Oregon and Washington, and the lands for which the respective Federal Agencies are responsible, are intermingled or adjacent in some areas, and wildland fires on these intermingled or adjacent lands may present a threat to the lands of the other;
2. The Agencies to this Agreement maintain fire protection and fire management organizations;
3. It is to the mutual advantage of the Agencies to this Agreement to coordinate efforts for the prevention, detection, and suppression of wildfires, fuels management, use of wildland fire, non wildland fire emergencies (as authorized), and cooperative projects for resource protection in and adjacent to their areas of responsibility, and to limit duplication and improve efficiency and effectiveness;
4. It is the intent of the Agencies to this Agreement that State and Associations' resources be available to assist in fire management activities on all federal lands, and on other lands upon which the Federal Agencies are responsible to protect;
5. It is the intent of the Agencies to this Agreement that federal resources be available to assist in fire management activities on all state and private lands the States and Associations are responsible to protect; and the USFS, BLM, BIA, NPS, and FWS have entered into a national Interagency Agreement for Fire Management to cooperate in all aspects of fire management.
6. It is to the benefit of all federal, state and local agencies to coordinate assistance and operations during Presidential/Stafford Act declared disasters under The National Response Plan (NRP). This agreement documents the commitment of the Parties to provide cooperation, resources, and support to the Secretary of Homeland Security in the implementation of the NRP, as appropriate and consistent with their own authorities and responsibilities.

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

III. INTERAGENCY COOPERATION

7. **Pacific Northwest Wildfire Coordinating Group (PNWCG):** This group shall provide coordination and recommendations for all interagency fire management activities in Oregon and Washington. Membership, procedures, and guidelines will be agreed to and documented in the PNWCG Charter.
8. **National Incident Management System:** The Agencies to this Agreement will operate under the concepts defined in the Department of Homeland Security's (DHS) *National Incident Management System* (NIMS). In implementing these concepts, Agencies to this Agreement will be expected to follow the National Wildfire Coordinating Group's (NWCG) National Interagency Incident Management System (NIIMS) minimum standards as defined in the *Wildland Fire Qualifications Systems Guide* (PMS-310). These NWCG minimum standards are DHS NIMS compliant. The following NIMS concepts will be followed as they are implemented: Incident Command System (ICS), qualifications system, training system, the management of publications, and participating in the review, exchange and transfer of technology as appropriate for providing qualified resources, and for the management of incidents covered by this Agreement.
9. **Operating Plans:** Operating plans will be developed at the Geographic, State, or sub-geographic area (local) level and will tier to this Agreement (see Exhibit C, Operating Plan Outline Guide). Operating plans will be reviewed annually and modified as needed. The following operating plans are listed in descending order of precedence:

A. Pacific Northwest Geographic Area Operating Plans (Northwest Operating Plan)

Pacific Northwest Geographic Area Operating Plans will address issues affecting Geographic Area-wide cooperation. The Northwest Operating Plan will be approved by the signatory State and Federal PNWCG member agencies.

The Northwest Mobilization Guide will be identified as, and be considered, part of the Geographic Area Operating plan.

B. Statewide Operating Plans

Statewide Operating Plans will address issues affecting statewide cooperation. The Statewide Operating Plans will be approved by the signatory State and Federal PNWCG members.

The Statewide Mobilization Guides will be identified as, and considered part of the Statewide Operating Plans.

C. Sub-Geographic Operating Plans

Sub-geographic area operating plans will be developed that outline the details of this Agreement for sub-geographical areas. Unit Administrators will have the responsibility for developing and approving sub-geographic area operating plans. Unless superseded by the Geographic Area or Statewide Operating Plans, sub-geographic area operating plans will apply.

D. Project Plans

Project plans are plans developed for specific non-suppression, fire related projects. Such projects will be documented in local agreements, or other appropriate written documents. Documentation will include the objectives, specific authorizing law, role of each Agency, and each Agency's share of cost (see Clause 18 for more details and Exhibit E for a Supplemental Project Plan template).

10. **Interagency Dispatch Centers:** The Agencies to this Agreement agree to maintain, support, and participate in Interagency Dispatch Centers, as appropriate. Staffing, funding, and level of participation will be agreed to by the affected Agencies to this Agreement and documented in operating plans and/or appropriate mobilization guides.
11. **Northwest Coordination Center:** The Agencies to this Agreement recognize the Northwest Coordination Center in Portland, Oregon, as the Geographic Area Coordination Center (GACC) for the Northwest Geographic Area. The Agencies to this Agreement will coordinate fire management activities and resource movements through the Geographic Area Coordination Center as appropriate. Agencies to this Agreement are not precluded from independent movement of resources.
12. **Interagency Resources:** Interagency funding, staffing, and utilization of resources and facilities will be pursued by the Agencies to this Agreement whenever an interagency approach is appropriate and cost effective. Shared staffing and funding will be commensurate with each Agency's use of resources, will be agreed to and documented in local operating plans, and will be subject to the availability of appropriations.

To the extent practical, additional preparedness resource requests will be coordinated. The coordination process will be identified in the operating plan.

Local interagency incident management teams (IMTs) are managed by local geographic boards. PNWCG will provide oversight for interagency incident management team geographic boards (or Steering Committees). Local geographic boards will establish charters for management, and document major decisions in local operating plans.

13. **Standards:** It is the goal of the Agencies to this Agreement to achieve common standards within the Agencies' best interest, recognizing differing agency missions and mandates. Each Agency 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. Refer to the Northwest Geographic Area Operating plan for Specific direction on individual resources.

IV.PREPAREDNESS

14. **Definition of Responsibilities:** The Agencies to this Agreement shall be distinguished as follows:

Jurisdictional Agency - The Agency having overall land and resource management and/or protection responsibility for a specific geographical or functional area as provided by federal or state law. Under no circumstances will a jurisdictional Agency abdicate legal responsibilities as provided by federal, state or local law.

Protecting Agency - The Agency responsible for providing direct incident management and services to a given area pursuant to its jurisdictional responsibility or as specified by federal or state law, contract or agreement. .

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

15. **Protection Planning:** Annually, before April 15, sub-geographic area Unit Administrators will determine efficiencies to be gained from reciprocal assistance and acquisition of protection services. Operating plans will document decisions. Plans should be reviewed and agreement reached concerning such items as placement of crews, engines, air tankers, helicopters, fixed and aerial detection, regulated use, closures and other joint fire suppression efforts.

16. **Protection Areas and Boundaries:** Protection areas, as defined by boundaries, will be mapped and or described, and made a part of operating plans.

17. **Methods of Fire Protection and Suppression:** One agency may provide fire protection services on lands under the jurisdiction of another, within their authority and as authorized by law. The following are different methods to provide those services:

- A. **Reciprocal (Mutual Aid) Fire Protection:** As deemed appropriate, the Agencies may, by agreement in OPs, establish reciprocal initial attack zones for lands of intermingled or adjoining protection responsibility. Within such zones, a Supporting Agency will, upon request or voluntarily, take initial attack action in support of the Protecting Agency.

The Protecting Agency will not be required to reimburse the Supporting Agency for costs incurred following the initial dispatch of any ground resources to the fire for the duration of the mutual aid period, unless specifically stated by contract or agreement. The length of the mutual aid period should not exceed 24 hours, unless specifically stated by agreement or contract, and will be documented in the OP.

- B. **Reimbursable (Cooperative) Fire Protection:** The Protecting Agency may request suppression resources of other Agencies for its protection work. Such resources shall be paid for by the Protecting Agency. *See Exhibit D regarding Reimbursable Billings and Payments.*

- C. **Exchange (Offset) Fire Protection:** Agencies may exchange responsibility for fire protection for lands under their jurisdiction. The rate of exchange will be based upon comparable cost, acreage involved, complexity, and other factors as appropriate and mutually agreed to by the Agencies. Exchange zones will be documented in OPs. If an imbalance exists, the Protecting Agency will bill the Jurisdictional Agency for the difference.

When a Protecting Agency takes suppression action on lands it protects for the Jurisdictional Agency, and the Jurisdictional Agency is requested to assist, the Protecting Agency will reimburse the Jurisdictional Agency for their assistance. The exception is if the parties involved are Federal Agencies. The National Agreement between the Department of the Interior Agencies and the USDA Forest Service states that the parties agree not to bill each other for suppression services.

D. **Contract (Fee Basis) Fire Protection:** For an agreed upon fee, one Agency may assume fire protection responsibilities on lands under the jurisdiction of another Agency. The terms and conditions of such arrangements must be included in OPs.

18. **Joint Projects and Project Plans:** The Agencies to this Agreement may jointly conduct cooperative projects, within their authority and as authorized by law, to maintain or improve their fire management services and activities. These projects may involve such activities as prescribed fire/fuels management, pre-suppression, fire analysis/planning, rehabilitation, training, prevention, public affairs, and other beneficial efforts. Such projects will be documented in local operating plans, or other appropriate written documents, referencing the appropriate authority. Documentation will include the objectives, role of each Agency, and each Agency's share of costs.

See Exhibit E for the Supplemental Project Plan template. Project Plan billing should be conducted in accordance with Exhibit D (Reimbursable Billings and Payments) and Exhibit E.

19. **Fire Prevention:** The Agencies to this Agreement agree to cooperate in the development and implementation of fire prevention programs. Unit Administrators will assure that fire prevention goals and activities are planned at local levels and are addressed in operating plans. Specific fire prevention plans should be developed by local interagency fire management personnel. The Agencies to this Agreement may pool resources and share costs. Unit Administrators are encouraged to participate in local fire prevention cooperatives, organizations, or groups, where applicable.

20. **Public Use Restrictions:** Guidelines for implementing restrictions and closures shall be established by a separate Memorandum of Understanding and in the Northwest Geographic Area Operating plan.

21. **Burning Permits:** Burning permit procedures, where applicable, will be included in local operating plans. If authorized by State and Federal law, federal employees or their agents may be granted authority by the States to issue burn permits when it is determined to be in their mutual interest.
22. **Prescribed Fire and Fuel Management:** The Agencies to this Agreement agree to cooperate in the development and implementation of prescribed fire and fuels management programs, whose primary intent is to reduce fire hazards.

Any Agency to this Agreement may provide assistance to another Agency to this Agreement as requested and agreed to 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 procurement or project plan process (see Exhibit E, Supplemental Project Plan)

Any instrument processed under this clause shall be in accordance with each agency's applicable laws, regulations, and policy requirements.

23. **Smoke Management:** Within their authorities, the Agencies to this Agreement agree to cooperate in smoke management programs.

V. OPERATIONS

For Stafford Act responses, procedures and requirements established in the National Response Plan shall be utilized by Agencies to this Agreement to authorize and accomplish any required response or support tasks. Mobilization activities will be accomplished utilizing established dispatch coordination concepts per the current National Interagency Mobilization Guide. See Appendix G

24. **Closest Forces Concept:** The guiding principle for dispatch of initial attack suppression resources is to use the closest available resource regardless of which Agency the resources belong, and regardless of which Agency has protection responsibility.
25. **Fire Notifications:** Each Agency will promptly notify the appropriate protecting Agency of fires burning on or threatening lands for which that Agency has protection responsibility. Likewise, protecting Agencies will promptly inform jurisdictional agencies whenever they take action on fires for which the protecting Agency is responsible. Fire reports will be sent to jurisdictional agencies within 30 days after a fire is declared out.
26. **Boundary Line Fires:** A boundary line fire, as defined in Exhibit A, Glossary of Terms, will be the initial attack responsibility of the protecting Agencies on either side of the boundary. Neither Agency will assume the other Agency is aware of the fire or that the other Agency will take action. Each Agency will make every reasonable effort to communicate with the other concerning the fire. The most qualified individual of the Protecting Agency, arriving first on the fire, will act as Incident Commander. When protecting agencies have arrived, the agencies will mutually agree to the designation of an Incident Command organization.

27. **Independent Action:** Except as otherwise limited in operating plans, nothing herein shall prohibit any Agency, on its own initiative, from going upon lands known to be protected by another Agency to this Agreement to engage in suppression of wildfires, when such fires are a threat to lands that are that Agency's protection responsibility. In such instances, the Agency taking action will promptly notify the Protecting Agency. Independent actions will be commensurate with the Jurisdictional Agencies land management considerations.
28. **Escaped Planned Ignitions (Prescribed Fires):** Wildland fire resulting from escaped prescribed fires that were ignited by, managed at the direction of, or under the supervision of the Agencies to this Agreement shall be the responsibility of the Jurisdictional Agency. Unless otherwise agreed, all suppression costs are the responsibility of the Jurisdictional Agency. The Agencies to this Agreement will not hold each other responsible under this clause for escaped prescribed fires originating on private land, or on state or federal lands not protected by one of the Agencies to this Agreement.

If the Agencies to this Agreement conduct a cooperative prescribed fire, the responsibility for suppression costs, should it escape, shall be agreed upon and documented in the project plan.

29. **Management Response for Unplanned Ignitions:** All fire suppression action conducted on lands of another Agency shall be consistent with that Agency's fire suppression policy and the terms of this Agreement. Potential risk, damage, and suppression costs to neighboring jurisdictions will be considered when determining appropriate management response.

The responsibility for suppression costs shall be agreed upon and documented in the Supplemental Fire Suppression and Cost Share Agreement. Refer to the Northwest Geographic Area Operating Plan for typical scenarios.

A "Special Management Considerations" section in the OP, addressing resources and other management concerns, will be used by unit administrators of the Agencies to identify areas of special management consideration, and to communicate appropriate fire management actions and any restrictions in firefighting tactical techniques to an Incident Commander. Responsibility for suppression costs with respect to application of special management considerations shall be documented in the Local OP.

Unless otherwise agreed, the Jurisdictional Agency will provide an Agency representative or appropriate environmental technical specialist 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. The Incident Commander will incorporate special management considerations into the incident planning process, subject to the delegation of authority.

30. **Delegation of Authority:** Operating plans will document procedures and criteria for Unit Administrators to specify direction, authority, and financial management guidelines to Incident Commanders for large incidents.

31. **Preservation of Evidence:** As initial action is taken on a fire, the initial attack forces will preserve information and evidence pertaining to the origin and cause of the fire. Protecting and jurisdictional agencies shall render mutual assistance in the gathering of evidence to the fullest extent practicable. Affected Agencies will meet to determine an investigation process.
32. **Incident Advisors:** Unless otherwise agreed, the jurisdictional Party may provide advisors, such as resource advisors or incident business advisors, to advise the protecting Party of any conditions that may influence suppression action. Any conditions identified by the advisors will be used in the planning process, subject to the delegation of authority

VI. USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES

The Use and Reimbursement for resources when responding under the Stafford Act, shall be governed by the provisions contained in Exhibit G.

33. **Appropriated Fund Limitation:** Nothing herein shall be considered as obligating the Agencies to this Agreement to expend funds, or as involving the United States, the States of Oregon and Washington, or the other agencies in any contract or other obligation for the future payment of money in excess of or in advance of appropriated funds available for payment to meet the commitments of this Agreement and modifications thereto, except as specifically authorized by law.
34. **Protective Associations:** For the purposes of this Agreement, Washington Department of Natural Resources does not recognize the Coos Forest Protective Association, the Douglas Forest Protective Association, and the Walker Range Forest Protective Association as Parties to this Agreement, and makes no commitment to them.
35. **Duration of Assignments:** Consideration must be given to the health and safety of personnel when assigned to fires. The Agencies to this Agreement agree that Incident Commanders will release suppression resources to their primary responsibilities as soon as priorities allow. Incident Commanders shall adhere to work/rest policies of respective responding Agencies.
36. **Supplemental Fire Suppression and Cost Share Agreement:** Whenever multiple jurisdictions are affected due to the placement of a fire, it is mandatory to develop and implement a Supplemental Fire Suppression and Cost Share Agreement. Acceptable forms of the cost share mix include those listed in item #10 of Exhibit F, Supplemental Fire Suppression and Cost Share Agreement. Except as otherwise provided by Clauses 27 (Independent Action), and 43 (Billing Procedures), a supplemental fire suppression and cost share agreement will be approved by the responsible Unit Administrators (as defined in Exhibit A, Glossary of Terms) or their authorized representatives when the incident involves lands of more than one Protecting Agency (see Clause 26, Boundary Line Fires, and Exhibit F, Supplemental Fire Suppression and Cost Share Agreement).

A Supplemental Fire Suppression and Cost Share Agreement, in order to document cost sharing, may be used for temporary support functions or facilities established during periods of high fire danger or activity.
37. **Procurement:** At the time of the incident, the affected agencies will determine the appropriate procurement procedures that will be utilized.
38. **Loaned Equipment and Supplies:** Equipment and supplies, (i.e. commonly used fire cache

items such as pumps, hoses, nozzles, etc.) loaned to another Agency shall become the responsibility of that Agency, and shall be returned in the same condition as when received, reasonable wear and tear excepted. As determined by the loaning agency, the receiving Agency will repair or reimburse for damages in excess of reasonable wear and tear and will replace or reimburse for items lost, destroyed, or expended.

39. **Licensing:** Drivers and equipment operators will hold appropriate operating licenses to meet state and federal laws. Employees of the agencies to this Agreement may operate each other's vehicles provided the operator is qualified by the current operating guidelines and training requirements of their own Agency. Driving will be for official purposes only.
40. **Training:** The Agencies to this Agreement will cooperate to assure that training needs are provided that will produce safe and effective fire management and aviation programs. The intent is to champion high quality training, to minimize training costs by sharing resources, and to standardize training.
41. **Communication Systems:** The Agencies to this Agreement may mutually agree to allow one another the use of communications systems such as radio frequencies, computer system access, data transmission lines, and communication sites when there is a mutual benefit to the agencies. Such agreement shall be approved only by Agency authorized personnel.
42. **Fire Weather Systems:** The Agencies to this Agreement will cooperate in the gathering, processing, and use of fire weather data, including the purchase of compatible sensing systems and the joint use of computer software. The Agencies to this Agreement will jointly evaluate and agree to any deletions or additions to the system. National Fire Danger Rating System (NFDRS) is the common and agreed upon fire danger rating system for the Northwest Geographic Area.
43. **Fire Detection Systems:** The Agencies to this Agreement may cooperate in planning and implementing fire detection systems for the mutual benefit of all agencies.
44. **Aviation Operations:** The Agencies to this Agreement agree to cooperate in use of aviation resources to foster effective and efficient use of aircraft and personnel. (Refer to the Northwest Geographic Area Operating Plan for specific direction in the use of aircraft.)
45. **Billing Procedures:** (Specifics detailed in Exhibit D, Reimbursable Billings and Payments)
46. **Cost Recovery:** Authority to recover suppression costs and damages from individuals causing a fire varies depending on contracts, agreements, permits and applicable laws. The Authorized Representatives of affected agencies will attempt to reach mutual agreement as soon as possible after a fire 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. The agencies will fully cooperate with each other to the fullest extent practicable in the investigation of the origin and cause of the fire and in the cost recovery process. 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.

VII. GENERAL PROVISIONS

47. **Personnel Policy:** Employees of the Agencies to this Agreement shall be subject to the personnel rules, laws and regulations of their respective agencies
48. **Mutual Sharing of Information:** Subject to applicable state and federal laws and regulations, including the Privacy Act, agencies to this Agreement may furnish to each other, or otherwise make available upon request, such maps, documents, GIS data, instructions, records, and reports including, but not limited to, fire reports, employment records, and investigation reports as either Agency considers necessary in connection with the Agreement.
49. **Accident Investigations:** When an accident occurs involving the equipment or personnel of a Supporting Agency, the Protecting Agency shall immediately notify the jurisdictional and Supporting Agencies. As soon as practical, the Protecting Agency shall initiate an investigation of the accident. The investigation shall be conducted by a team made up of representatives from affected Agencies, as appropriate.
50. **Purchaser, Contractor, Operator, Permittee, Etc., Fires:** The Protecting Agency will notify the Jurisdictional Agency of any fire suspected to have been caused by a purchaser, contractor, operator or permittee, etc., of the Jurisdictional Agency as soon as it becomes aware of the situation. The Protecting Agency will be responsible for management of the fire under the provisions of this Agreement. Agencies will meet to determine a cost recovery process as outlined in Clause 46.
51. **Waiver:** It is mutually agreed that the Agencies to this Agreement shall each be responsible for their own losses arising out of the performance of this Agreement and each Agency hereby waives any claim against any other Agency for any loss, damage, personal injury, or death of the Agency, or its employees or agents, occurring as a consequence of the performance of this Agreement; provided, this provision shall not relieve any Agency from responsibility for claims of third parties for losses for which the Agency is otherwise legally liable. Third party claims will be processed by the Protecting Agency.

The Stafford Act shall govern liability issues arising with regard to response actions under that Act.

52. **Modifications:** Modifications within the scope of this Agreement shall be made by mutual consent of the Agencies, by the issuance of a written modification, signed and dated by all Agencies, prior to any changes being performed. No Agency is obligated to fund any changes not properly approved in advance.
53. **Annual Review:** If deemed necessary, prior to April 15 representatives of the States and Federal Agencies will meet and review matters of mutual concern. Operating plans, at all levels, will be reviewed annually. If necessary, operating plans will be revised.
54. **Previous Agreements Superseded:** This Agreement supersedes the following:

Master Cooperative Wildland Fire Management Agreement signed and dated April 13, 2004.

Existing agreements and operating plans remain in effect to the extent that they do not conflict with the provisions of this Agreement, but only until such time that all activities and conditions covered by those agreements can be incorporated into operating plans provided for under this Agreement, and not later than six months from the date of the last signature.

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55. **Duration of Agreement:** The term of this Agreement shall commence on the date the last Agency signs below and shall remain in effect for five years from that date.

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

56. **Authorized Representatives:** By signature below, all signatories to this agreement certify that the individuals (Agency Representative, Agency Administrator, Unit Administrator) listed in this document are authorized to act in their respective areas for matters related to this Agreement.

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IN WITNESS WHEREOF, the Agencies hereto have executed this Cooperative Wildland Fire Management Agreement as of the last date written below

USDI FISH AND WILDLIFE SERVICE
PACIFIC REGION

_____/s/_____
Regional Director
Date: April 6, 2009 _____

_____/s/_____
Contracting Officer FWS-19072
Date: April 6, 2009 _____

USDI BUREAU OF LAND MANAGEMENT
OREGON AND WASHINGTON STATE OFFICE

_____/s/_____
State Director
Date: March 31, 2009 _____

_____/s/_____
Contracting Officer

Date: March 26, 2009 _____

USDA FOREST SERVICE
PACIFIC NORTHWEST REGION

_____/s/_____
Regional Forester
Date: March 30, 2009 _____

_____/s/_____
Grants and Agreements Specialist
Date: March 30, 2009 _____

USDA FOREST SERVICE
NORTHERN REGION

_____/s/_____
Regional Forester
Date: April 17, 2009 _____

_____/s/_____
Grants and Agreements Specialist
Date: April 17, 2009 _____

COOS FOREST PROTECTIVE ASSN.

_____/s/_____
District Manager
Date: April 7, 2009 _____

WALKER RANGE FOREST PROTECTIVE ASSN

_____/s/_____
District Manager

USDI NATIONAL PARK SERVICE
PACIFIC WEST REGION

_____/s/_____
Regional Director
Date: April 8, 2009 _____

_____/s/_____
Contracting Officer
Date: April 8, 2009 _____

USDI BUREAU OF INDIAN AFFAIRS
NORTHWEST REGION

_____/s/_____
Regional Director
Date: March 25, 2009 _____

_____/s/_____
Contracting Officer

Date: March 30, 2009 _____

STATE OF OREGON
Department of Forestry

_____/s/_____
State Forester
Date: April 14, 2009 _____

_____/N/A_____
Agreements Coordinator
Date: _____

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

_____/s/_____
State Forester
Date: March 31, 2009 _____

_____/s/_____
Approved as to Form: Asst. Attorney General
Date: February 9, 2009 _____

DOUGLAS FOREST PROTECTIVE ASSN.

_____/s/_____
District Manager
Date: April 6, 2009 _____

**MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AGREEMENT
GLOSSARY OF TERMS
EXHIBIT A**

Note that terms relating to Stafford Act responses are found in a separate glossary, Exhibit H.

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

Agency Administrator: Officials who are signatories to this Agreement, as follows: Bureau of Land Management, State Director; Forest Service, Regional Forester; BIA, Regional Director; National Park Service, Regional Director; Fish and Wildlife Service, Regional Director, State of Oregon, Oregon State Forester; State of Washington, Department of Natural Resources, State Forester, or Coos, Douglas, or Walker Range Protective Association, District Manager.

Boundary Line Fire: Fire occurrences on lands of intermingled and/or adjoining protection responsibilities.

Closest Forces Concept: Dispatch of the closest available initial attack suppression resources regardless of which agency they belong to, and regardless of which agency has protection responsibility.

Escaped Fire: A fire which has exceeded, or is expected to exceed, initial attack capabilities or prescription.

Fee Basis Acquisition of Services: One agency provides fire management services on the lands under the jurisdiction of another and payment is provided for the service. For a given fee, one agency can become the Protecting Agency for the other. The fee (or cost) is the price for the work agreed to be performed on each acre of land.

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

Geographic Area Coordination Center (GACC): The physical location of an interagency, regional operation center for the effective coordination, mobilization and demobilization of emergency management resources.

Indirect Cost: A fixed percentage rate as determined by a process provided for in the Indirect Cost Negotiation Agreement as in Office of Management and Budget (OMB) Circular A-87, to recover those costs that cannot be directly charged to the project. The rate will be specified in the Annual Statewide Operating Plan.

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

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

Interagency: Involvement of two or more agencies to this Agreement.

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Jurisdictional Agency: The Agency having land and resource management and/or protection responsibility for a specific geographical or functional area as provided by federal, state or local law.

Northwest Geographic Area: The lands in Oregon and Washington managed and/or protected by the Agencies to this Agreement.

Offset: Exchange of fire management services in specific locations that are anticipated to be approximately equal value between Agencies.

Operating Plan – Geographic Area: A plan which will include all Geographic Area considerations. This will be developed at the Geographic Area level and approved by the Coordinating Group member agencies.

Operating Plan - Statewide: A plan which will include all statewide considerations. This will be developed at the state level and approved by affected federal, tribal, state and local Coordinating Group member agencies.

Operating Plan – Local Sub-geographic Area: A plan generated at a local sub-geographic level and authorized by Unit Administrators for implementing the Master Cooperative Wildland Fire Management Agreement in their respective areas of responsibilities.

Preparedness: Activities that lead to a safe, efficient, and cost effective fire management program in support of land and resource management objectives through appropriate planning and coordination. Includes training and placement of personnel, planning, procuring and maintaining equipment, development of fire defense improvements, and maintaining cooperative arrangements with other Parties.

Prescribed Fire: Any fire ignited by management actions to meet specific objectives.

Prevention: Activities directed at reducing the incidence of fires, including public education, law enforcement, personal contact and the reduction of fuel hazards (fuels management).

Procurement Documents: Agency specific financial obligation documents.

Protecting Agency: The Agency responsible for providing direct incident management and services to a given area pursuant to its jurisdictional responsibility or as specified and provided by federal or state law, contract or agreement.

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

Protection Area: That area for which a particular fire protection organization has the primary responsibility for attacking an uncontrolled fire and for directing the suppression actions.

Protection Boundaries: The exterior perimeter of an area within which a specified fire agency has assumed a degree of responsibility for wildland fire control.

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

Reciprocal Fire Suppression: Reciprocal fire suppression is the act of helping the Protecting Agency, at no cost for the first 24 hours or by written agreement, to suppress wildfires. Reciprocity is attained by agreeing among agencies regarding the kind, location and numbers of firefighting resources which will

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automatically be made available as part of the initial response to a wildfire, regardless of the Protecting Agency. The kind, locations, and numbers of resources which constitute reciprocity are defined in or through local operating plans. Reciprocity may be thought of as the implementing mechanism of the closest forces concept.

Reimbursable Costs: All costs associated with operations and support ordered on a resource order or project plan by or for an incident or project within the provisions of this Agreement. Such costs may include, but are not limited to, the following:

- Agency costs for transportation, salary, benefits, overtime, and per diem of individuals assigned to the incident or project.
- Additional support dispatching, warehousing or transportation services supporting a resource order.
- Cost of equipment in support of the incident, contract equipment costs and operating costs for agency equipment.
- Operating expenses for equipment assigned to the incident such as fuel, oil, and equipment repairs.
- Aircraft, airport fees, and retardant and other fire chemical costs.
- Agency-owned equipment and supplies lost, damaged, or expended by the Supporting Agency.
- Cost of reasonable and prudent supplies expended in support of the incident.
- Charges from the state-provided resources such as inmate crews, National Guard resources, and county and local resources.
- Indirect costs will be applied on state and federal non-suppression projects.

Supplemental Fire Suppression and Cost Share Agreement: A document prepared to distribute costs on a multi-jurisdictional incident (see Exhibit F).

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

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

Third Party: A municipal or rural fire district or state fire marshal that does not have a local agreement with a federal agency but is formally recognized by their respective state and has entered into a local agreement with the state for fire management services.

Unit Administrator: The individual assigned administrative responsibilities for an established organizational unit, such as Forest Supervisor for the Forest Service, District Manager for the Bureau of Land Management, Agency Superintendent for the Bureau of Indian Affairs, Park Superintendent for the National Park Service, and Refuge Manager (Project Leader) for Fish and Wildlife Service, Region Manager for State of Washington Department of Natural Resources, District Forester for State of Oregon Department of Forestry, and District Manager, Coos, Douglas, or Walker Range Protective Association.

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

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is to put the fire out.

Wildland Fire Use: The application of the appropriate management response to naturally ignited wildland fires to accomplish specific resource management objectives in predefined designated areas outlined in Fire Management Plans.

Wildland Fire: Any non-structure fire, that occurs in the wildland. Three distinct types of wildland fire have been defined and include **wildfire, wildland fire use** and **prescribed fire**.

Principal Contacts

Exhibit B.

G. PRINCIPAL PROJECT CONTACTS. The principal project contacts for this instrument are as follows. These points of contact will review this Agreement at least annually.

Bureau of Land Management
Brenda Johnson
Oregon State Office
P.O. Box 2965
Portland, Oregon 97208
Phone: 503-808-6139

U.S. Fish and Wildlife Service
Brett Fay
Bureau of Indian Affairs
John Szulc
911 NE 11th
Portland, Oregon 97230
Phone: 503-231-6797
FAX: 503-231-6774
E-Mail: john.szulc@bia.gov

U.S. Fish and Wildlife Service
Phone: 503-872-2756
FAX:
E-Mail: Brett_Fay@fws.gov

Washington Department of Natural Resources
Joe Shramek
PO Box 47037
Olympia, Washington 98504
Phone: 360-902-1781, Fax: 360-902-1781
Email: joe.shramek@dnr.wa.gov

National Park Service
Berkeley Yoshida
Hawaii Volcanoes National Park
PO Box 52
Hawaii Volcanoes, Hawaii 96718
Phone: 808-985-6100
FAX:
E-Mail: Berkeley_Yoshida@nps.gov

Forest Service
Barbara Kennedy
Pacific Northwest Region
PO Box 3623
Portland, Oregon 97208
Phone: 503-808-2323
FAX: 503-808-6799
E-Mail: bkennedy@fs.fed.us

Oregon Department of Forestry/ Associations
Jim Walker
2600 State Street, Bldg D
Salem, Oregon 97310
Phone: 503-945-7437
FAX: 503-945-7464
Email: jwalker@odf.state.or.us

MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AGREEMENT

EXHIBIT C

OPERATING PLAN OUTLINE GUIDE

PREAMBLE

This operating plan is prepared pursuant to the Master Cooperative Wildland Fire Management and Stafford Act Response Agreement signed and dated ____.

Refer to the Northwest Geographic Area Operating Plan for guidelines when developing local operating plans.

This operating plan supersedes:
(List applicable local agreements and Operating Plans.)

INTERAGENCY COOPERATION

Interagency Dispatch Centers: Specify staffing, funding and level of participation agreed to.

Interagency Resources: Identify funding and staffing of joint resources commensurate with each Agency's use.

PREPAREDNESS

Protection Planning: Determine and document efficiencies from acquisition of protection services and reciprocal assistance. Include preparedness plan.

Protection Areas and Boundaries: Identify areas (map and/or describe).

Reciprocal Fire Assistance: Document reciprocal initial attack zones. Identify placement of crews, engines, air tankers, helicopters, fixed and aerial detection, regulated use, closures, and other joint fire control efforts.

Acquisition of Services: Identify areas for reimbursable, offset or fee basis services. Method used to establish fee or rate of exchange. Terms and conditions. Work to be done by Protecting Agency and its responsibilities.

Joint Projects and Project Plans: Document joint cooperative projects including objectives, role of each Agency, and financial plan.

Fire Prevention Policies: Identify goals, activities, resources and cost sharing.

Public Use Restrictions: Implementation procedures

Burning Permit Procedures:

Prescribed Fire and Fuels Management: Include notification procedures.

Smoke Management:

OPERATIONS

Fire Notifications: Specify notification procedures.

Boundary Line Fires: Specify notification procedures.

Independent Action on Lands Protected by Another Agency: Discuss any special land management considerations that affect independent action initial attack. Describe areas, if any, where there are exceptions to this clause and state reasons.

Land Management Considerations: Identify areas where there are special suppression considerations and describe.

Delegation of Authority: Describe procedures (delegation of authority, etc.) that local Unit Administrators will use to inform Incident Commanders.

Resource Advisors:

USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES

Training: Identify training needs, schedules, billing arrangements, agreed to sharing of resources. Refer to Clause 18 (Joint Projects and Project Plans) regarding needed project plans.

Communication Systems: Identify specific radio frequencies, computer system access, data transmission lines, communication sites, and communications equipment shared between Agencies.

Fire Weather Systems: Specify maintenance, use and management, if any.

Fire Detection Systems: Specify maintenance, use, and management, if any.

Aviation Operations: Identify and document any local aviation agreements.

Financial Plan:

Billing Procedures:

Fire Suppression Billings: List jurisdictional unit, if different than identified in the Northwest Mobilization Guide. 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,
- Appropriate incident number (State code or Federal Fire Code)
- 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.

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 may include, but not be limited to, a list of personnel expenses including base, overtime and travel and a listing by vendor name and amount

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spent for supplies and services procured. If available, also include a list of resource order request numbers covered by the billing.

Electronic Funds Transfer (EFT): States 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, which 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:

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

In order to receive EFT payments, the States 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.

Fee Basis Protection Billings: Identify billing procedures for fee basis.

Billing address

Specify indirect cost rate.

Third Party Cost Recovery: Procedures for determining a cost recovery process will be in the Statewide Operating Plan. Investigation process is determined locally.

SIGNATURES

Agency Administrator

Agency

Date: _____

Agency Administrator

Agency

Date: _____

Reimbursable Billings and Payments

Exhibit D

A) Suppression Billings

1. **Federal Billings:** Federal Agencies will not bill each other for fire suppression support. Federal Agencies will submit bills for their reimbursable costs to the Associations or States whenever state agencies are the Protecting Agency and a billing is appropriate.
2. **State or Association Billings:** When one of the States or Associations is the Supporting Agency and the fire is within the State of Oregon or Washington, the State or Agency will bill the Protecting Agency for reimbursable costs when a billing is appropriate. Anytime the States respond to a Federal Agency fire outside of Oregon or Washington, the State will bill all applicable costs to the Forest Service. Operating plans will include billing location information.
3. **Billing Estimates and Time Frames:** Each Agency will notify the respective administrative headquarters of any reimbursable claims that they intend to make and will strive to provide an estimate of the amount involved within 60 days in each reimbursable action. Absent a written extension of time granted by the reimbursing agency, the final itemized claim should be submitted to the reimbursing agency within 120 days of the suppression action.

B) Electronic Funds Transfer (EFT): The States 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, which 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:

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

In order to receive EFT payments, the States 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.

C) Billing Content: Bills will contain, at a minimum

- Cooperator name, address, phone number and agency financial contact
- Invoice or bill number
- Agreement number
- Inclusive dates
- Name of incident and incident number
- Appropriate incident number and State and Federal accounting code
- Summary cost reports generated by the Agency to support the billing, including applicable cost share agreements. (See Exhibit B, Operating Plan Outline Guide, for

suggested additional details.)

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 may include, but not 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. Billings for fire suppression assistance may include reimbursable costs (see Exhibit A, Glossary), but will not be assessed indirect cost rates. Federal Agencies will not bill each other for indirect costs for preparedness activities.

D) Payment Due: Whenever this Agreement provides for billing, the agency receiving the bill has an obligation to pay in accordance with the terms of this Agreement. Absent any provisions to the contrary in this Agreement, all bills will be paid in accordance with the paying Agency's prompt payment procedures.

- i. 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.
- ii. Obligations:** For year-end obligation purposes, the Federal Agencies will submit unpaid obligation figures to the State as requested. The State will submit unpaid obligation figures to the Federal Agencies by September 1, for the current billing year. All obligations will be submitted by incident name, date, incident number and federal accounting code.

E) Fee Basis Acquisition of Services:

Annual Statewide or local operating plans and procurement documents will establish billing procedures for Fee Basis Protection Services. An indirect cost rate will not be assessed if paid with suppression funds.

F) Non-Suppression (e.g., Fuels Treatment) Billings:

The Agencies 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 (see Exhibit E) 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.

G) Third Party Payments:

Third parties may be utilized for fire management services by the Agencies to this Agreement, when agreed to by the affected agencies. Resource orders for third parties' personnel and equipment will be made through and tracked by the parent state. To receive payment for services rendered, the third party will submit all billing invoices to their parent state. Each invoice shall contain a "remit to address" and a "tax ID" number. All third party invoices will be sent to the parent state within 120 days of completion of the fire management services, unless a written request for an extension has been granted by the State. For federal fire management services, the third party shall comply with the above stated billing requirements. The State, after ensuring that

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the conditions of the local agreement have been complied with, may submit the invoice to the appropriate federal agency and request that payment is made directly to the third party. Upon receipt of the invoice from the state, the federal agency may make payment as requested

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Supplemental Project Plan

EXHIBIT E

**SUPPLEMENTAL NUMBER _____
TO MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AGREEMENT**

PROJECT AND FINANCIAL PLAN

Note to user: This template provides an example of the documentation needed to prepare and execute a Project Plan under the Master Agreement. Projects involving only Federal agencies will be documented using a different agreement format (e.g., NPS IGO; USFS AD-672, etc.).

I. INTRODUCTION

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

List law(s) authorizing this Project Plan (see legal authority listing on page 2 of Master Agreement and your Agreements Specialist). Legal authority will vary depending on the nature of the project and the signatories involved. Additional mandatory provisions, unique to the parties involved, may be required that are not found in this template or in the Master Agreement under which this Project Plan is executed.

II. SCOPE AND DURATION

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

III. PRINCIPAL CONTACTS

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

Name
Agency and Unit
Address
Telephone
FAX

IV. DETAILED PROJECT DESCRIPTION

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

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V. SUPERVISION AND TECHNICAL OVERSIGHT

VI. REIMBURSEMENT

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

VII. FINANCIAL PLAN

List which Agency is reimbursing the other and detail items to be reimbursed. If this is a Cost Share Supplemental Project Plan, list all Agencies, contributions, cash, non-cash, and in-kind. Include: salaries, travel, supplies, equipment use, indirect cost, project total, estimated reimbursement, and job code to be charged. Reimbursement shall be made only for actual expenses incurred, not to exceed the estimated total reimbursement. Itemized documentation in support of all expenses is required.

VIII. SIGNATURES

Unit Administrator

Date

Agency

Unit Administrator

Date

Agency

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**SUPPLEMENTAL FIRE SUPPRESSION
AND COST SHARE AGREEMENT
EXHIBIT F
INSTRUCTIONS - SUPPLEMENTAL FIRE SUPPRESSION AGREEMENT
TO THE MASTER COOPERATIVE AGREEMENT**

Numbered instructions correspond to form items that require further explanation. Supplemental agreements will be numbered consecutively following the original (#1) for each fire. Supplements may be added at any time. Where insufficient room is available for necessary information, an additional page shall be used for additions. Small revisions to this agreement may be completed on a single page, describing the change to the original agreement, and obtaining new signatures from those involved.

Master Cooperative Agreements exist between all major wildland fire protection agencies in the Pacific Northwest. These agreements authorize general mutual aid, including reciprocal and cooperative fire protection services elaborated upon in local annual operating plans. A SUPPLEMENTAL FIRE SUPPRESSION AGREEMENT is required when cooperative fire suppression action goes beyond initial attack or whenever there is a need for one. The objective of the Supplemental Agreement is to establish and document the cost proration and basic organizational structure of specific fires.

Supplemental Fire Suppression Agreements will be negotiated on-the-ground. A Supplemental Agreement is necessary 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 Jurisdictional Agency on the fire are responsible for completing and signing the agreement.

Communicate with IMT Finance/Office Manager to make sure cost share is implementable.

1. List the fire name agreed upon by agencies involved.
2. Give the origin or best estimate of origin location by legal description.
3. Estimate the size AT THE TIME OF THE SUPPLEMENTAL AGREEMENT.
4. List the agencies involved in fire suppression operations, and respective agency fire numbers (OR-VAD-000012). Also include the FireCode and/or "P" and/or "N" numbers for federal agencies. There may be more than one number, be sure to capture all numbers for future reference.
5. List the DATE and TIME that the agreement becomes effective. Subsequent supplements could be effective prior to or following previous supplements.
6. Special conditions or land management objectives do not belong in the cost share agreement. They should be identified in the Delegation of Authority and/or WFSA.
 - A. Identify Each Agency that has geographical and/or financial responsibility.
 - B. Identify if the incident is one fire or a complex of multiple fires and on which jurisdictional lands are involved.

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- C. Identify which Agency(s) have responsibility for payment processing of costs incurred.
7. Agency fire suppression costs will be determined from the information supplied in this item. There are several ways to determine the best cost share mix, and multiple factors that affect the mix. Annual operation plans will be developed with consideration of suppression response strategies that would be appropriate to adequately protect each others jurisdictional interests. The plan to resolve adjacency issues will be documented in local operating plans and on maps attached to the plans (sometimes known as the rind concept). These preseason plans will guide the development of supplemental fireline agreements if multi-jurisdictional fires occur in the area. The following list describes methods for consideration:
- A. Each Agency Pays for Their Own Resources – This is typically done when fire suppression efforts are primarily on jurisdictional responsibility lands, i.e., State resources on land protected by State and federal resources on federally protected land. A Supplemental Fire Suppression Agreement is not necessary in this situation.
- B. Checkerboard Lands – Each agency pays for its own resources regardless of jurisdictional responsibility. This type of agreement is used primarily when the jurisdiction responsibility is such that it would be difficult to divide ownership, i.e., checkerboard lands. In this scenario, the fire line may be divided into 2 divisions and State takes responsibility for 1 division and another agency takes the other division. Each agency pays for their own resources regardless of which jurisdictional lands they are working on. Usually initial attack beyond 24 hrs.
- C. Percent of Acreage – Each agency pays a percentage of the total costs based on the percent of total acres burned for each jurisdictional responsibility. This method is typically not the preferred method to calculate cost share because the type of suppression efforts on differing lands can be very different, i.e., dozer line versus hand line versus retardant drop. The acreage split could be calculated on the final fire acreage.
- D. Percent of Effort – Each agency pays a percentage of the total costs based on the percent of effort for a fire. In this scenario, division splits should occur at jurisdictional responsibility changes when possible. At the end of each day, operations should determine the percent of effort. For example, if 60 percent of the ground resources worked on land protected by State, 60 percent of ground effort was on land protected by the State, 60% of the total cost of ground resources for that day will be charged to State. The cost will be based on COST or State cost estimates as agreed by representatives for each agency. Air resource costs can be handled in the same manner but do NOT calculate ground and air resources together. Keep each a separate percent of effort calculation. Incident support costs will be charged at \$125/person/day¹ to the agency who is not managing the incident based on the number of resources identified in the corrected and approved IAP.
- E. Actual cost by Protection responsibility – Each agency pays for the actual resources on land protected by the agency. In this scenario, operation assignment splits should occur at

¹ The Oregon State Fire Marshal will provide the number of personnel on the incident per day. Incident support costs will be 50% of the per person per day cost negotiated for those resources that arrive after 1200 on the day of mobilization and/or leave prior to 1200 on the day of demobilization.

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jurisdictional responsibility changes when possible. At the end of each shift, operations should verify the resources that actually worked on each division. The Incident Action Plan (IAP) should then be updated and signed by a representative from each agency. If a resource should work on more than one division during a shift, the resource will be considered to be assigned to the division where they worked the majority of their shift. Incident support costs will be charged at \$125/person/day* to the agency who is not managing the incident based on the number of resources identified in the corrected and approved IAP.

As not all agencies are able to determine actual costs, it is acceptable to use Region 6 Chapter 80 rates as the established costs for overhead, equipment, etc. and apportion the water/retardant drops on a percentage basis and apply that percentage to the total actual costs of aircraft.

For all of these methods, it is recommended that incident action plans be reviewed and approved. Costs should be reviewed and reconciled daily. In some instances, reimbursements can be made upon estimates instead of actual bill receipts. Check with agency representative to determine specific agency policy.

Reimbursable costs that should be addressed include costs associated with operations and support ordered on a resource order by or for an incident. Such costs may include but are not limited to:

- Costs for transportation, salary, benefits, overtime, and per diem of individuals assigned to the incident
- Cost of equipment in support of the incident
- Operating costs for support equipment such as fuel for camp generators
- Aircraft, airport fees, and retardant costs
- Agency-owned equipment and supplies lost, damaged, or expended
- Cost of reasonable and prudent supplies expended in support of the incident
- Charges for state controlled resources such as inmate crews, National Guard Resources, and county and local resources

Items that are not normally included in cost share and remain the responsibility of the Jurisdictional Agency are:

- Rehabilitation costs
- Non-expendable property
- Tort and accident claims
- Trainees
- Additional support dispatching, warehousing, or transportation services supporting a resource order
- Agency specific work (e.g. loads of gravel for a USFS road in route to fire)

For each item, indicate the specific documentation and/or process for allocating costs.

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Examples:

- Ground Resources will be identified by jurisdictional responsibility by the Operations Section on each corrected IAP and signed by all Agencies.
- Air costs will be shared by the daily percent of effort on jurisdictional responsibility as identified by the Air Ops with the exception of ODF air tankers which are used and paid for by ODF. Recon flights will be allocated by percent of acreage flown for each jurisdiction.
- Incident support costs will be allocated based on resources identified on corrected and signed IAP as state jurisdictional, responsibility, and charged \$125 per person per day.
- Rehab will be 100% responsibility of FS on FS land.
- Non-expendable property is 100% responsibility of Agency who orders it.
- Trainees are 100% responsibility of Agency until person is qualified.
- Initial Attack resources will be paid by the Agency who ordered the resource.

8. Identify the documentation required for each Agency as it relates to financial documents.

Example:

- ODF requires copies of all Cost Share Agreements, Daily COST reports, copy of approved IAPs for cost allocation tracking spreadsheet(s), and an original invoice from the USFS.

9. No input needed.

10. Signatures of authorized personnel. List any attachments to the agreement. Give the date of the last revision or former Supplemental Agreement for the same fire.

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Supplement # _____

SUPPLEMENTAL FIRE SUPPRESSION AGREEMENT
TO THE MASTER COOPERATIVE AGREEMENT

The purpose of this agreement is to provide for a coordinated cooperative fire suppression operation on this fire and to describe the cost divisions. This agreement is a supplement to the master agreement between the agencies listed.

- 1. Fire Name _____ Origin Date _____ Time _____
- 2. Origin: _____ Range _____ Section _____
Township _____
- 3. Estimated _____ Acres at the time of this agreement
Size _____
- 4. Agency _____ Fire # _____
Agency _____ Fire # _____
Agency _____ Fire # _____

5. This agreement becomes effective on: _____ at _____ and remains in effect until amended, terminated, or multi-jurisdictional action ceases.

6. Suppression action will be subject to the special conditions or Land Management Objectives identified in the Agency Delegation of Authority and/or Wildland Fire Situation Analysis (WFSA):

6a. Geographic/Financial responsibility (if appropriate) by Agency is defined as follows:
(supplement with a map)

_____ is responsible for the wildland fire suppression to directly protect State and _____ private protected lands within _____.

_____ is responsible for wildland fire suppression on _____ lands.

_____ is responsible for wildland fire suppression on _____ lands.

_____ is responsible for wildland fire suppression on _____ lands through an offset protection agreement.

_____ is responsible for structural protection. (Should be local fire department or State Mob or Oregon State Fire Marshal).

6b. This incident _____ fires
consists of _____ on _____

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lands, _____ lands, and _____ lands.

6c. The paying agents are as follows:

7. Suppression costs will be divided by parties on method as described:

Initial Attack: _____

Ground Resources: _____

Air Costs: _____

Incident Support Costs: _____

Rehab: _____

Non-Expendable Property: _____

Trainees: _____

8. Documents required by each Agency are defined as follows:

9. It is recognized that each agency has different safety standards, HR policies, and tort and accident policy requirements. All employees will meet their own agency standards, regardless of location on the fire.

_____	_____	_____	_____
Agency	Agency	Agency	Agency
_____	_____	_____	_____
Signature	Signature	Signature	Signature
_____	_____	_____	_____

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Title/Date

Title/Date

Title/Date

Title/Date

List of Attachments (if any):
(For Example - MAP)

**USE OF AND REIMBURSEMENT FOR SHARED RESOURCES IN STAFFORD ACT
RESPONSE ACTIONS**

Exhibit G

1. Stafford Act Declarations: Transfers performed for this Agreement are under the Disaster Relief Act, 42 U.S.C. § 5147. This Agreement is automatically incorporated by reference into any Resource Order that is issued under it, constituting a binding obligation. The billings, inclusive of copies of this Agreement, the Mission Assignment and subsequent Resource Order(s), and expenditure documentation, will define the specific services, supplied goods and costs (by sub-object class code) for each order, and subsequent obligation and payment.

Reimbursement payments for all-hazard incident response activities will be accomplished by submission of billings, which are inclusive of copies of the Resource Orders that reflect the Mission Assignment-requested services and goods, and the expenditure back-up documentation, to the primary Emergency Support Function (ESF) agency (i.e. the agency to issue the mission assignment or sub-tasking). The primary ESF agency will review, approve the documentation, and return to the sub-tasked agency for forwarding to FEMA for reimbursement.

2. Federal Reimbursable Assistance: Federal Reimbursable Assistance resources must be requested by the primary ESF Federal agency or supplied through established dispatch systems and must be recorded by the Mission Assignment and subsequent Resource Order process. Resources not documented in this manner are not reimbursable. Funds to cover eligible expenses will be provided through and limited by reimbursement from FEMA. Expenditures eligible for reimbursement for Federal Agencies in accordance with 44 CFR 206, subpart A, section 206.8 paragraph c include:

- a) Overtime, travel and per diem of permanent Federal agency personnel.
- b) Wages, travel and per diem of temporary Federal agency personnel assigned solely to performance of services directed by the (FEMA) Associate Director or the (FEMA) Regional Director in the major disaster.
- c) Cost of work, services, and materials procured under contract for the purposes of providing assistance directed by the (FEMA) Associate Director or the Regional Director.
- d) Cost of materials, equipment, and supplies (including transportation, repair and maintenance) from regular stocks used in providing directed assistance.
- e) All costs incurred which are paid from trust, revolving, or other funds and whose reimbursement is required by law.
- f) Other costs submitted by an agency with written justification or otherwise agreed to in writing by the (FEMA) Associate Director or the (FEMA) Regional Director and the agency.

3. State/Tribe Reimbursement Process: State/Tribe Reimbursement refers to those resources that are to be reimbursed by the primary ESF Federal agency. State/Tribe Reimbursement resources must be requested by the primary ESF Federal agency or supplied through established dispatch systems and must be recorded by the Mission Assignment and subsequent Resource Order process. Resources not documented in this manner are not reimbursable. Funds to cover eligible expenses will be provided through and limited by reimbursement from FEMA. Expenditures eligible for reimbursement include:

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- a) Wages, overtime, travel and per diem of State/Tribal personnel.
- b) Wages, travel and per diem of temporary State/Tribal personnel assigned solely to performance of services directed by the (FEMA) Associate Director or the (FEMA) Regional Director in the major disaster.
- c) Cost of work, services, and materials procured under contract for the purposes of providing assistance directed by the (FEMA) Associate Director or the Regional Director.
- d) Cost of materials, equipment, and supplies (including transportation, repair and maintenance) from regular stocks used in providing directed assistance.
- e) All costs incurred which are paid from trust, revolving, or other funds and whose reimbursement is required by law.
- f) Other costs submitted by an agency with written justification or otherwise agreed to in writing by the (FEMA) Associate Director or the (FEMA) Regional Director and the agency.

4. Duration of Assignments: Consideration must be given to the health and safety of personnel when assigned to incidents. Parties agree that Incident Commanders will release resources to their primary responsibilities as soon as priorities allow. Incident Commanders shall also adhere to rest and rotation policies of respective responding agencies. Mobilization activities shall be accomplished utilizing established dispatch coordination concepts per the current National Interagency Mobilization Guide.

5. Procurement: The States and Associations receive their procurement authority from its own laws, and is therefore not subject to Federal procurement laws. Whenever the States or Associations are responsible for the management of an incident (including an incident within the Direct Protection Area of a Federal Agency), the States or Associations will comply with States or Associations laws and regulations covering procurement. Procurement costs by one Party in support of another that are reasonable and prudent may be charged back to the Protecting Agency. All property procured under a Mission Assignment becomes the property of FEMA.

6. Loaned Equipment: Equipment loaned by one Party to another shall become the responsibility of the borrower, and shall be returned in the same condition as when received, reasonable wear and tear excepted. The borrower will repair or reimburse for damages in excess of normal wear and tear and will replace or reimburse items lost or destroyed.

7. Billing Procedures

A. Incident Billings:

1. When the State is the supporting agency and the incident is **within** Oregon or Washington, the State will bill the jurisdictional Federal Agency. When the State is the supporting agency and the incident is **outside** Oregon or Washington's jurisdiction, the State submits its billing to the Primary Federal Agency.
2. Agencies will share their respective individual incident Resource Order Request numbers for cross referencing purposes, if requested.
3. Billing Estimates/Timeframes: On incidents where costs are incurred pursuant to Operating plans, the billing Party shall submit a bill or estimate for reimbursement as soon as possible, but not later than 180 days after the incident is controlled. If the total

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cost is not known at the time of initial billing, a partial bill, so identified, may be submitted. A final bill, so identified, will be issued within 270 days after control of the incident. After the final billing has been sent, and if additional costs are identified, a supplemental billing may be issued if agreeable to applicable Parties.

For obligation purposes, the Federal Agencies will submit unpaid obligational figures to the State by (to be determined by individual State/Tribe fiscal year). The State will submit unpaid obligational figures to the appropriate Federal Agency by September 1 for the previous Federal fiscal year. All obligations will be submitted by incident name, date, mission assignment number (MA), and federal job code.

4. Billing Content: Bills will be identified by incident name, date, MA, location, jurisdictional unit, and supported by documentation to include but not limited to: separate invoice by MA; list of personnel expenses including base, overtime, and travel; and supplies/services procured by vendor name and dollar amount. Billings for State incident assistance may include administrative overhead, not to exceed the predetermined State indirect cost rate negotiated annually with the cognizant Federal Agency for the State (OMB Circular A-87).

8. Billing Addresses

All bills for services provided to Oregon will be mailed to the following address for payment:

<u>Oregon Department of Forestry</u>
<u>Protection Program, Bldg D</u>
<u>2600 State Street</u>
<u>Salem, OR 97310</u>

All bills for services provided to Washington will be mailed to the following address for payment:

<u>Washington Department of Natural Resources</u>
<u>Judie Cline, Assistant Division Manager</u>
<u>Resource Protection Division</u>
<u>PO Box 47037</u>
<u>Olympia, WA 98504</u>

All bills for services provided to the Forest Service and all Federal and State units not party to this Agreement will be mailed to the following address:

<u>Albuquerque Service Center</u>
<u>101 B Sun Avenue NE</u>
<u>Albuquerque, New Mexico 87109</u>
<u>Phone: 877-372-7248</u>
<u>Fax: 866-816-9532</u>

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All bills for services provided to the Department of the Interior/BLM will be mailed to:

<u>Bureau of Land Management</u>
<u>Brenda Johnson</u>
<u>PO Box 2965</u>
<u>Portland, OR 97208</u>

All bills for services provided to the Department of the Interior/NPS will be mailed to:

<u>Hawaii Volcanoes National Park</u>
<u>Berkeley Yoshida</u>
<u>PO Box 52</u>
<u>Hawaii Volcanoes, HI 96718</u>

All bills for services provided to the Department of the Interior/BIA will be mailed to:

<u>Bureau of Indian Affairs</u>
<u>Northwest Regional Office</u>
<u>Attention: Cory Winnie</u>
<u>911 NE 11th Avenue</u>
<u>Portland, Oregon 97232</u>

All bills for services provided to the Department of the Interior/Fish and Wildlife Service will be mailed to:

<u>US Fish and Wildlife Service</u>
<u>Pam Ensley</u>
<u>911 NE 11th Avenue</u>
<u>Portland, Oregon 97232</u>

9. Payment Due Dates: All bills will have a payment due date 60 days after the date of issuance. If payment cannot be made before the 60 days expire, then a 30-day extension, with oral or written justification, may be requested.

10. Disputed 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 area of dispute. Contested items will be resolved not later than 60 days following receipt of written notice. The uncontested portion of the bill will be paid and a new bill will be issued for the contested amount.

11. Payments: Payments will refer to the bill number and incident name and will be sent to the appropriate billing address.

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GLOSSARY OF TERMS FOR STAFFORD ACT RESPONSE
Exhibit H

When the following terms are used in the context of a Stafford Act response under this Agreement, or in the Operating plan, such terms will have the meanings stated below. Many of these terms are defined in the National Emergency Response Plan and/or the Interagency Incident Business Management Handbook.

Administrative Costs (Charges): Any expenses not charged directly to a program, project, or incident. They include general overhead personnel and administrative services. For the state, the administrative charge is identified as those charges and expenses used to determine the "indirect rate". All activities that can be identified and charged to specific projects, and not excluded elsewhere in this agreement, are considered direct costs and may be billed with proper documentation.

Agency: A division of government with a specific function offering a particular kind of assistance. In ICS, agencies are defined either as jurisdictional (having statutory responsibility for incident management) or as assisting or cooperating (providing resources or other assistance).

Agency Administrator: Agency officials who are signatory to this agreement.

Agency Representative: A person assigned by a primary, assisting, or cooperating Federal, State, local, or tribal government agency or private entity that has been delegated authority to make decisions affecting that agency's or organization's participation in incident management activities following appropriate consultation with the leadership of that agency.

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

Area Command (Unified Area Command): An organization established (1) to oversee the management of multiple incidents that are each being handled by an ICS organization or (2) to oversee the management of large or multiple incidents to which several Incident Management Teams have been assigned. Area Command has the responsibility to set overall strategy and priorities, allocate critical resources according to priorities, ensure that incidents are properly managed, and ensure that objectives are met and strategies followed. Area Command becomes Unified Area Command when incidents are multijurisdictional. Area Command may be established at an Emergency Operations Center (EOC) facility or at some location other than an ICP.

Catastrophic Incident: Any natural or manmade incident, including terrorism, that results in extraordinary levels of mass casualties, damage, or disruption severely affecting the population, infrastructure, environment, economy, national morale, and/or government functions. A catastrophic event could result in sustained national impacts over a prolonged period of time; almost immediately exceeds resources normally available to State, local, tribal, and private-sector authorities in the impacted area; and significantly interrupts governmental operations and emergency services to such an extent that national security could be threatened. All catastrophic events are Incidents of National Significance.

Chain of Command: A series of command, control, executive, or management positions in hierarchical order of authority.

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Cyber: Pertaining to computers and their support systems, such as servers, routers, and switches, that support critical infrastructure.

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

Direct Protection Area: That area which, by law or identified or authorized pursuant to the terms of this Agreement, is provided protection by the Parties. This may include land protected under exchange or payment for protection.

Disaster: See Major Disaster.

Emergency: As defined by the Stafford Act, an emergency is “any occasion or instance for which, in the determination of the President, Federal assistance is needed to supplement State and local efforts and capabilities to save lives and to protect property and public health and safety, or to lessen or avert the threat of a catastrophe in any part of the United States.”

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

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

Federal: Of or pertaining to the Federal Government of the United States of America.

First Responder: Local and nongovernmental police, fire, and emergency personnel who in the early stages of an incident are responsible for the protection and preservation of life, property, evidence, and the environment, including emergency response providers as defined in section 2 of the Homeland Security Act of 2002 (6 U.S.C. 101), as well as emergency management, public health, clinical care, public works, and other skilled support personnel (such as equipment operators) who provide immediate support services during prevention, response, and recovery operations. First responders may include personnel from Federal, State, local, tribal, or nongovernmental organizations.

Hazard: Something that is potentially dangerous or harmful, often the root cause of an unwanted outcome.

Hazard Mitigation: Any cost-effective measure which will reduce the potential for damage to a facility from a disaster event.

Hazardous Material: For the purposes of ESF #1, hazardous material is a substance or material,

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including a hazardous substance, that has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce, and which has been so designated (see 49 CFR 171.8). For the purposes of ESF #10 and the Oil and Hazardous Materials Incident Annex, the term is intended to mean hazardous substances, pollutants, and contaminants as defined by the NCP.

Incident Command System (ICS): A standardized onscene emergency management construct specifically designed to provide for the adoption of an integrated organizational structure that reflects the complexity and demands of single or multiple incidents, without being hindered by jurisdictional boundaries. ICS is the combination of facilities, equipment, personnel, procedures, and communications operating with a common organizational structure, designed to aid in the management of resources during incidents. ICS is used for all kinds of emergencies and is applicable to small as well as large and complex incidents. ICS is used by various jurisdictions and functional agencies, both public and private, or organized field-level incident management operations.

Incident Commander (IC): The individual responsible for all incident activities, including the development of strategies and tactics and the ordering and release of resources. The IC has overall authority and responsibility for conducting incident operations and is responsible for the management of all incident operations at the incident site.

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

Incident Mitigation: Actions taken during an incident designed to minimize impacts or contain the damages to property or the environment.

Incident of National Significance: Based on criteria established in HSPD-5 (paragraph 4), an actual or potential high-impact event that requires a coordinated and effective response by and appropriate combination of Federal, State, local, tribal, nongovernmental, and/or private-sector entities in order to save lives and minimize damage, and provide the basis for long-term community recovery and mitigation activities.

Infrastructure: The manmade physical systems, assets, projects, and structures, publicly and/or privately owned, that are used by or provide benefit to the public. Examples of infrastructure include utilities, bridges, levees, drinking water systems, electrical systems, communications systems, dams, sewage systems, and roads.

Initial Response: Resources initially committed to an incident.

In-Kind Donations: Donations other than cash (usually materials or professional services) for disaster survivors.

Local Government: A county, municipality, city, town, township, local public authority, school district, special district, intrastate district, council of governments (regardless of whether the council of governments is incorporated as a nonprofit corporation under State law), regional or interstate government entity, or agency or instrumentality of a local government; an Indian tribe or authorized tribal organization or, in Alaska, a Native Village or Alaska Regional Native Corporation; or a rural

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community, unincorporated town or village, or other public entity. (As defined in section 2(10) of the Homeland Security Act of 2002, Public Law 107-296, 116 Stat. 2135, et seq. (2002).)

Major Disaster: As defined by the Stafford Act, any natural catastrophe (including any hurricane, tornado, storm, high water, wind-driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, or drought) or, regardless of cause, any fire, flood, or explosion, in any part of the United States, which in the determination of the President causes damage of sufficient severity and magnitude to warrant major disaster assistance under this act to supplement the efforts and available resources of States, local governments, and disaster relief organizations in alleviating the damage, loss, hardship, or suffering caused thereby.

Mission Assignment: The vehicle used by DHS/EPR/FEMA to support Federal operations in a Stafford Act major disaster or emergency declaration. It orders immediate, short-term emergency response assistance when an applicable State or local government is overwhelmed by the event and lacks the capability to perform, or contract for, the necessary work.

Mitigation: Activities designed to reduce or eliminate risks to persons or property or to lessen the actual or potential effects or consequences of an incident. Mitigation measures may be implemented prior to, during, or after an incident. Mitigation measures are often developed in accordance with lessons learned from prior incidents. Mitigation involves ongoing actions to reduce exposure to, probability of, or potential loss from hazards. Measures may include zoning and building codes, floodplain buyouts, and analysis of hazard-related data to determine where it is safe to build or locate temporary facilities. Mitigation can include efforts to educate governments, businesses, and the public on measures they can take to reduce loss and injury.

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

Move-Up and Cover: Identifies a relocation of incident resources from their established location to a temporary location to provide protection coverage for an initial attack response area.

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

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

National: Of a nationwide character, including the Federal, State, local, and tribal aspects of governance and policy.

National Incident Management System (NIMS): A system mandated by HSPD-5 that provides a consistent, nationwide approach for Federal, State, local, and tribal governments; the private sector; and NGOs to work effectively and efficiently together to prepare for, respond to, and recover from domestic incidents, regardless of cause, size, or complexity. To provide for interoperability and compatibility

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among Federal, State, local, and tribal capabilities, the NIMS includes a core set of concepts, principles, and terminology. HSPD-5 identifies these as the ICS; multiagency coordination systems; training; identification and management of resources (including systems for classifying types of resources); qualification and certification; and the collection, tracking, and reporting of incident information and incident resources.

Natural Resources: Natural resources include land, fish, wildlife, domesticated animals, plants, biota, and water. Water means salt and fresh water, surface and ground water, including water used for drinking, irrigation, aquaculture, and recreational purposes, as well as in its capacity as fish and wildlife habitat, including coral reef ecosystems as defined in 16 U.S.C. 64501. Land means soil, surface and subsurface minerals, and other terrestrial features.

Nongovernmental Organization (NGO): A nonprofit entity that is based on interests of its members, individuals, or institutions and that is not created by a government, but may work cooperatively with government. Such organizations serve a public purpose, not a private benefit. Examples of NGOs include faith-based charity organizations and the American Red Cross.

Overhead Costs: Indirect administrative costs that cannot be readily identified with specifically financed programs and functions.

Party: Entities that are signatory to this Agreement.

Preparedness: The range of deliberate, critical tasks and activities necessary to build, sustain, and improve the operational capability to prevent, protect against, respond to, and recover from domestic incidents. Preparedness is a continuous process involving efforts at all levels of government and between government and private-sector and nongovernmental organizations to identify threats, determine vulnerabilities, and identify required resources.

Prevention: Actions taken to avoid an incident or to intervene to stop an incident from occurring. Prevention involves actions taken to protect lives and property. It involves applying intelligence and other information to a range of activities that may include such countermeasures as deterrence operations; heightened inspections; improved surveillance and security operations; investigations to determine the full nature and source of the threat; public health and agricultural surveillance and testing processes; immunizations, isolation, or quarantine; and, as appropriate, specific law enforcement operations aimed at deterring, preempting, interdicting, or disrupting illegal activity and apprehending potential perpetrators and bringing them to justice.

Private Sector: Organizations and entities that are not part of any governmental structure, including for-profit and not-for-profit organizations, formal and informal structures, commerce and industry, private emergency response organizations, and private voluntary organizations.

Protection Area Maps: Official maps of the operating plans.

Protection Boundaries: Mutually agreed upon boundaries which identify areas of direct incident protection responsibility and are shown on maps in the operating plans.

Public Health: Protection, safety, improvement, and interconnections of health and disease prevention

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among people, domestic animals and wildlife.

Recovery: The development, coordination, and execution of service- and site-restoration plans for impacted communities and the reconstitution of government operations and services through individual, private-sector, nongovernmental, and public assistance programs that: identify needs and define resources; provide housing and promote restoration; address long-term care and treatment of affected persons; implement additional measures for community restoration; incorporate mitigation measures and techniques, as feasible; evaluate the incident to identify lessons learned; and develop initiatives to mitigate the effects of future incidents.

Reimbursable (Assistance by Hire): Incident resources that will be paid for by the requesting Protecting Agency per the conditions of this Agreement and its operating plans. Excludes Mutual Aid.

Resources: Personnel and major items of equipment, supplies, and facilities available or potentially available for assignment to incident operations and for which status is maintained. Resources are described by kind and type and may be used in operational support or supervisory capacities at an incident or at an EOC.

Response: Activities that address the short-term, direct effects of an incident. Response includes immediate actions to save lives, protect property, and meet basic human needs. Response also includes the execution of emergency operations plans and of incident mitigation activities designed to limit the loss of life, personal injury, property damage, and other unfavorable outcomes. As indicated by the situation, response activities include: applying intelligence and other information to lessen the effects or consequences of an incident; increased security operations; continuing investigations into the nature and source of the threat; ongoing public health and agricultural surveillance and testing processes; immunizations, isolation, or quarantine; and specific law enforcement operations aimed at preempting, interdicting, or disrupting illegal activity, and apprehending actual perpetrators and bringing them to justice.

State: Any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, and any possession of the United States. (As defined in section 2(14) of the Homeland Security Act of 2002, Public Law 107-296, 116 Stat. 2135, et seq. (2002).)

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

Sub-Object Class Code: Detailed codes used by the Federal Government to record its financial transactions according to the nature of services provided or received when obligations are first incurred.

Telecommunications: The transmission, emission, or reception of voice and/or data through any medium by wire, radio, other electrical electromagnetic, or optical means. Telecommunications includes all aspects of transmitting information.

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Terrorism: Any activity that (1) involves an act that (a) is dangerous to human life or potentially destructive of critical infrastructure or key resources; and (b) is a violation of the criminal laws of the United States or of any State or other subdivision of the United States; and (2) appears to be intended (a) to intimidate or coerce a civilian population; (b) to influence the policy of a government by intimidation or coercion; or (c) to affect the conduct of a government by mass destruction, assassination, or kidnapping.

Threat: An indication of possible violence, harm, or danger.

Transportation Management: Transportation prioritizing, ordering, sourcing, and acquisition; timephasing plans; fleet management; and movement coordination and tracking.

Tribe: Any Indian tribe, band, nation, or other organized group or community, including any Alaskan Native Village as defined in or established pursuant to the Alaskan Native Claims Settlement Act (85 Stat. 688) [43 U.S.C.A. and 1601 et seq.], that is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians.

Unified Command: An application of ICS used when there is more than one agency with incident jurisdiction or when incidents cross political jurisdictions. Agencies work together through the designated members of the Unified Command to establish their designated Incident Commanders at a single ICP and to establish a common set of objectives and strategies and a single Incident Action Plan.

Unit Administrator (Line Officer): The individual assigned administrative responsibilities for an established organizational unit, such as Forest Supervisors or District Rangers for the Forest Service, District Manager for the Bureau of Land Management, Area Forester, District Forester, or State Forester as designated for the State Forest Service, Agency Superintendent for the Bureau of Indian Affairs, Park Superintendent for the National Park Service, and Refuge Manager (Project Leader) for Fish and Wildlife Service. May also include a County Commissioner at the local level.

United States: The term "United States," when used in a geographic sense, means any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, any possession of the United States, and any waters within the jurisdiction of the United States. (As defined in section 2(16) of the Homeland Security Act of 2002, Public Law 107-296, 116 Stat. 2135, et seq. (2002).)

Volunteer: Any individual accepted to perform services by an agency that has authority to accept volunteer services when the individual performs services without promise, expectation, or receipt of compensation for services performed. (See, for example, 16 U.S.C. § 742f(c) and 29 CFR § 553.101.)

Weapon of Mass Destruction (WMD): As defined in Title 18, U.S.C. § 2332a: (1) any explosive, incendiary, or poison gas, bomb, grenade, rocket having a propellant charge of more than 4 ounces, or missile having an explosive or incendiary charge of more than one-quarter ounce, or mine or similar device; (2) any weapon that is designed or intended to cause death or serious bodily injury through the release, dissemination, or impact of toxic or poisonous chemicals or their precursors; (3) any weapon involving a disease organism; or (4) any weapon that is designed to release radiation or radioactivity at a level dangerous to human life.

April 17, 2009