

ALASKA
MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT
AND STAFFORD ACT RESPONSE AGREEMENT
SUMMARY OF CHANGES FROM 2010 TO 2015

Generated new Agreement #s for all Agencies

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AUTHORITIES

Additional Authorities:

Department of the Interior Manual, Part 620: Wildland Fire Management (620 DM 2)

Department of the Interior and Related Agencies Appropriations Acts

Food, Conservation, and Energy Act of 2008 (Pub. L. 110–234, H.R. 2419, 122 Stat. 923)

National Forest Management Act of 1976 (16 U.S.C. 1600)

Post-Katrina Emergency Management Reform Act of 2006. (P.L 109-295, 120 Stat. 1355)

Service First, Section 330 of the Department of the Interior and Related Agencies Appropriations Act of 2001, Pub. L. 106-291, 114 Stat. 996, 43 U.S.C. sec. 1701 note, as amended

Tribal Self-Governance Act of 1994 (P.L. 103-413; 25 U.S.C. 458aa et seq)

PURPOSE

Minor changes to the following paragraphs based on new MA template:

*In addition to improving efficiency in addressing wildland fire management activities, this agreement facilitates improved coordination regarding other incidents. The National Response Framework (NRF) applies to all Federal departments and agencies that may be requested to provide assistance or conduct operations during all-hazard events. However, this agreement **ONLY** covers all-hazard events that are, or may become, declared as emergencies or major disasters that occur under the auspices of a Presidential Declaration of Emergency or Major Disaster under the Stafford Act, which may include wildland fire management and non-wildland emergencies or major disasters. These events also require a coordinated response by an appropriate combination of State and Tribal entities, along with the Federal Agencies.*

This Agreement documents the commitment of the Parties to provide cooperation, resources, and support to the Secretary of Homeland Security and Administrator of the Federal Emergency Management Agency (FEMA) in the implementation of the NRF, as appropriate and consistent with their own authorities and responsibilities.

PARTIES TO THE AGREEMENT

No changes.

TERMINOLOGY, EXHIBITS, AND SUPPLEMENTS

1. Terminology:

Acronyms moved to Exhibit J.

2. Incorporation of exhibits into Agreement:

Added Exhibit J: Acronyms

Added the following paragraph from new MA template:

Several of the referenced exhibits (E, F, G, and H) are intended to be used as templates and as such completion and/or execution of those exhibits do not require formal modification to this Agreement. Also, as necessary, the parties may introduce new or revised exhibits at the geographic, statewide, or sub-geographic areas as a component of the Operating Plans without

necessitating a formal modification to this Agreement, so long as they do not conflict with the provisions of this Agreement.

3. Acknowledgement of supplements to the agreement:

No change.

4. Hierarchy and precedence for agreements, exhibits, operating plans, etc.:

No change.

PERIOD OF PERFORMANCE

Period of Performance header added and clauses reorganized per new MA template.

1. Commencement/Expiration:

Clause was titled "Duration"

2. Modifications:

No changes.

3. Termination:

New clause. Moved language from Commencement/Expiration clause.

4. Annual Review:

No changes.

5. Previous Agreements Superseded:

Added previous Master Agreement to list:

- 2010 Alaska Master Cooperative Wildland Fire Management and Stafford Act Response Agreement

RECITALS

1. Intermingled or Adjacent Lands:

No changes.

2. Parties to this Agreement:

No changes.

3. Coordinated Efforts:

No changes.

4. State Resource Availability:

No changes.

5. Federal Resource Availability:

No changes.

6. National Interagency Agreement for Wildland Fire Management:

Corrected 2010 formatting – moved to separate clause.

7. Local Resource Availability:

Minor language change per new MA template:

It is noted that local fire resources are often mobilized within a state pursuant to a separate state MOU or agreement with local fire departments or fire organizations, with reimbursement handled according to the terms detailed within that MOU or agreement.

8. Stafford Act Responses:

Minor language change per new MA template:

It is expected that all federal, state and local agencies will coordinate assistance and operations during Stafford Act responses by following the procedures and requirements established in the National Response Framework (NRF). This agreement documents the commitment of the Parties to provide cooperation, resources, and support to the Secretary of Homeland Security and Administrator of the Federal Emergency Management Agency (FEMA) in the implementation of the NRF, as appropriate and consistent with their own authorities and responsibilities.

9. Responsibilities:

No changes.

a) Jurisdictional Agency:

Added per new MA template:

Under no circumstances may a Jurisdictional Agency abdicate legal responsibilities as provided by federal or state law.

b) Protecting Agency:

Standardized to “Protecting Agency.” Replaced “Protection Agency” everywhere except Glossary where both references are maintained.

c) Supporting Agency:

Added from new MA template.

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

INTERAGENCY COOPERATION

10. Coordinating Groups:

a) Alaska Wildland Fire Coordinating Group (AWFCG):

No changes.

b) Alaska Multi-agency Coordination Group (AMAC):

No changes.

c) DOI Alaska Fire Committee:

No changes.

11. National Incident Management System (NIMS):

Removed NIIMS reference.

12. Annual Operating Plans (AOP):

Minor language changes:

A statewide Annual Operating Plan (Exhibit C) has been developed for Alaska and tiers to this Agreement. Zone/Area/Forest AOPs may be developed that tier to Exhibit C: Alaska Statewide Annual Operating Plan. The following AOPs are listed in descending order of precedence:

a) Alaska Statewide Annual Operating Plan:

Minor language changes:

Exhibit C: Alaska Statewide Annual Operating Plan addresses issues affecting statewide cooperation and fiscal obligations. The Alaska Interagency Mobilization Guide (AIMG) and the Alaska Interagency Wildland Fire Management Plan (AIWFMP) are incorporated by reference into Exhibit C: Alaska Statewide Annual Operating Plan.

The signatories to the original 2010 Alaska Statewide AOP were the DNR Commissioner and the Alaska directors of the Federal Agencies. Since that time and for the duration of this Agreement, the AFS Manager, DNR Chief of Fire and Aviation, the BIA Regional Fire Management Officer, the FWS Regional Fire Management Coordinator, the NPS Regional Fire Management Officer and the USFS Regional Fire Director are signatories to the Alaska Statewide AOP.

b) Zone/Area/Forest/local Jurisdictional Units Annual Operating Plans:

No changes.

c) Project Plans:

No changes.

13. Interagency Fire Dispatch Centers:

No changes.

14. Alaska Interagency Coordination Center:

No changes.

15. Interagency Resources:

Minor language changes from new MA template:

Interagency funding, staffing, and use of resources and facilities will be pursued by the Parties to this Agreement whenever an interagency approach is determined to be cost effective and in the best interest of the Parties. Shared staffing and funding will be negotiated by the Parties and documented in AOPs, and will be subject to the availability of appropriations.

Clarified:

The Alaska Interagency Type 1 and 2 Incident Management Teams (IMTs) are managed by the AWFCG through the Operations Committee at National Preparedness Levels 1 through 3. The National Multi-Agency Coordination Group may manage these resources at National Preparedness Levels 4 and 5.

Moved here from Miscellaneous Assistance clause that has been removed from new MA template:

The Parties to this Agreement may provide each other with miscellaneous incidental assistance that may not be identified elsewhere in this Agreement. Such assistance may include the use of personnel, equipment, facilities, aircraft, and miscellaneous resource and support services.

16. State to State Response:

New clause from new MA template:

Should a State Party to this Agreement intend to use the assistance of the Forest Service to seek State reimbursement for amounts expended for resources and services provided to another State for the management and suppression of wildfire, that State shall agree to meet the obligations and requirements, including any reasonable administrative fees, as agreed upon by the State and the Forest Service and detailed in Exhibit D: Reimbursable Billings and Payments. Should a State Party to this Agreement intend to use the assistance of the Forest Service to accept the reimbursement amounts expended for resources and services provided from another State, and have the Forest Service pay that amount to the State seeking reimbursement, that State shall agree to meet the associated reimbursement obligations and requirements, including any reasonable administrative fees, as agreed upon by the State and the Forest Service, and detailed in Exhibit D: Reimbursable Billings and Payments.

17. Standards:

Minor language changes:

The Parties to this Agreement desire to achieve common standards within the Parties' best interest, recognizing differing agency missions and mandates. Each Party to this Agreement recognizes that other Parties' standards are reasonable, prudent, and acceptable. This clause does not affect the Jurisdictional Agency's land management standards.

PREPAREDNESS

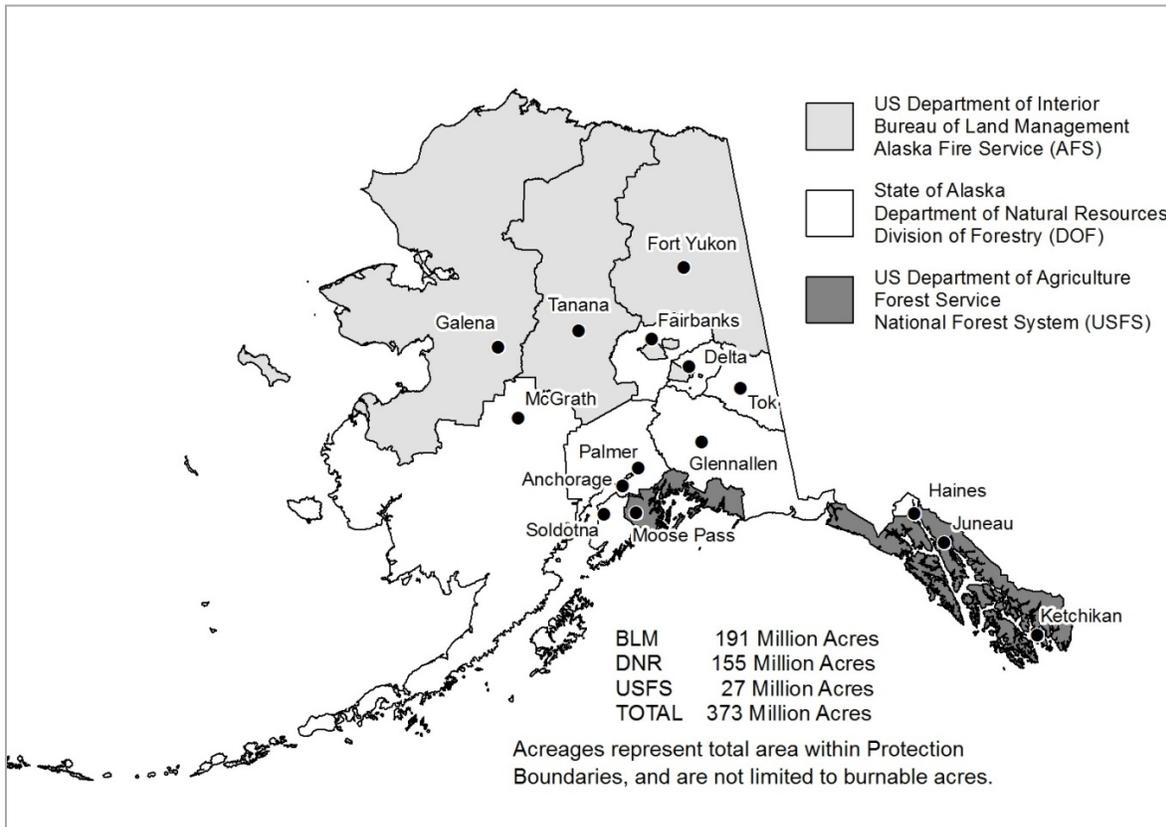
18. Protection Planning:

No changes.

19. Protection Areas and Boundaries:

Minor changes to Figure A. Removed line between McGrath Area and Alaska Peninsula and added Acreage disclaimer:

Figure A: Alaska Protection Areas



20. Methods of Fire Protection and Suppression:

No changes.

21. Joint Projects and Project Plans:

No changes.

22. Fire Prevention:

No changes.

23. Public Use Restrictions:

No changes.

24. Burning Permits:

Minor language changes:

Open debris burn permit procedures are included in Exhibit C: Alaska Statewide Annual Operating Plan. The burn permit program is managed by the DNR for specific activities and locations.

For prescribed fires, the Parties to this Agreement will comply with Alaska Department of Environmental Conservation (DEC) regulations. Additional direction is found in Exhibit C: Alaska Statewide Annual Operating Plan clauses 24 and 26.

25. Prescribed Fire and Fuels Management:

No changes.

26. Smoke Management:

No changes.

OPERATIONS

27. Closest Forces Concept:

No changes.

28. Fire Notifications:

No changes.

29. Protection Area Boundary Line Fires:

No changes.

30. Independent Actions:

No changes.

31. Escaped Prescribed Fires:

New language adapted from new MA template:

*Wildfires resulting from escaped prescribed fires that were ignited by, managed at the direction of, or under the supervision of one of the Parties to this Agreement shall be the responsibility of the Jurisdictional Agency. If the Parties to this Agreement jointly conduct or manage a prescribed fire, the responsibility for suppression costs, should it escape, shall be agreed upon and documented in the Project Plan. **All suppression costs and associated damages are the responsibility of the Fiscally Responsible Agency unless otherwise agreed.** The Parties 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 Parties to this Agreement.*

32. Response to Wildland Fire:

Following paragraph moved from “Priorities” clause that has been removed from new MA template:

The protection of human life is the single, overriding suppression priority. Setting priorities among protecting human communities and community infrastructure, other property and

improvements, and natural and cultural resources will be done based on the values to be protected, human health and safety, and the costs of protection.

33. Delegation of Authority:

No changes.

34. Preservation of Evidence:

New language to align with policy:

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. Protection agencies are responsible to perform cause and determination findings on all fires. Investigations beyond cause and determination and all ensuing legal actions are the responsibility of the jurisdictional agency. Additional direction is found in Exhibit C: Alaska Statewide Annual Operating Plan.

35. Stafford Act Responses:

Minor language changes per new MA template:

For Stafford Act responses, procedures and requirements established in the National Response Framework (NRF) shall be used by Parties to this Agreement to authorize and accomplish any required response or support tasks. Any Party requesting support pursuant to a Stafford Act response shall issue written instructions and funding limitations to any Party providing cooperation, resources or support. Mobilization activities will be accomplished using established dispatch coordination concepts pursuant to the current National Interagency Mobilization Guide.

USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES

36. Appropriated Fund Limitation:

Minor language changes per new MA template:

Nothing in this Agreement shall require the Parties to this Agreement to obligate or expend funds, or require the United States, the State of (insert state(s)), or the other Parties to this Agreement to enter into 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.

37. Length of Assignments:

No changes.

38. Fire Suppression and Cost Share Agreements:

No changes.

39. Procurement:

No changes.

40. Licensing:

Minor grammatical changes.

41. Text Messaging While Driving

New clause from new MA template:

In accordance with Executive Order (EO) 13513, Federal Leadership on Reducing Text Messaging While Driving, any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, or contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

42. Training:

No changes.

43. Technology Systems:

Minor language change recognizes that individual frequencies are not identified in AOP:

See Exhibit C: Alaska Statewide Annual Operating Plan for additional direction regarding radio frequency sharing and site maintenance.

44. Fire Weather Systems:

Language changes to recognize use of CFFDRS and National IMET Agreement:

The Parties 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. All such use shall be in accordance with applicable Federal, State, and local laws, software and other applicable licenses. The Parties to this Agreement will jointly evaluate and agree to any deletions or additions to the system. The common and agreed upon fire danger rating system for the Alaska Geographic Area is the Canadian Forest Fire Danger Rating System (CFFDRS).

The Parties to this Agreement agree to cooperate and coordinate the utilization of Incident Meteorologist (IMET) services to support responses to wildfires, as described within the Interagency Agreement for Meteorological and Other Technical Services (IMET Agreement) between the National Weather Service (NWS) and the federal Wildland Fire Agencies. The Parties shall follow the provisions described in the IMET Agreement, along with the procedures detailed within Exhibit C: Alaska Statewide Annual Operating Plan.

45. Aviation Operations:

No changes.

46. Billing Procedures:

No changes.

47. Trespass Cost Recovery:

Revised language from new MA template:

Authority to recover suppression costs and damages from those responsible for causing a fire varies depending on contracts, agreements, permits and applicable laws. As soon as possible

after a fire, the Authorized Representatives of affected Parties will attempt to reach mutual agreement on the strategy that will be used to recover suppression costs and damages from the individuals responsible for such costs and damages. If possible, all costs should be determined prior to the initiation of cost recovery efforts. Such strategy may alter interagency billing procedures, timing and content as otherwise provided in this Agreement. Any Party may independently pursue civil actions against individuals to recover suppression costs and damages, though adequate notice should be provided the other Parties to the Agreement. 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 Party taking reciprocal action.

48. Stafford Act Use and Reimbursement:

No changes.

GENERAL PROVISIONS

49. Personnel Policy:

No changes.

50. Supplemental Fire Department Resources:

CURRENTLY NOT APPLICABLE IN ALASKA

51. Mutual Sharing of Information:

Moved the following paragraph from “Fire/Incident Information” clause that has been removed from the new MA template:

Parties to this Agreement will coordinate and cooperate in developing and releasing appropriate incident information and educational materials to the public and the media.

52. Record Retention:

New clause from new MA template:

All records related to this Agreement should be retained by the Parties in accordance with agency regulations and policies, but no less than 5 years. If any litigation, claim, negotiation, audit or other action involving the records has been started by a Party to the agreement, that Party should provide notification to any other Party to the agreement of the need to retain records until the litigation, claim, negotiation, audit or other action is resolved.

53. Accident Investigations:

No changes.

54. Purchaser, Contractor, Operator, Permittee, Etc., Fires:

No changes.

55. Waiver of Claims:

Revised language from new MA template:

Parties to the Agreement shall each be responsible for their own losses arising out of the performance of this Agreement, and each Party hereby waives any claim against any other Party for loss or damage of its property and/or personal injury or death of its employees or agents occurring as a consequence of the performance of this Agreement; provided, this provision shall

not relieve any Party from responsibility for claims from third parties for losses for which the Party is otherwise legally liable. This waiver does not extend to ordinary expenses incurred as part of the cost of the fire (gloves, fuses, hose, etc.). This provision pertains to claims between the respective State and Federal Agencies and does not pertain to claims advanced by third parties.

Claims requesting compensation for property loss or damage, personal injury, or death resulting from the negligence or other wrongful acts of employees performing under this Agreement will be received by the jurisdictional agency and forwarded to the hiring, or home agency of the allegedly negligent employee for processing. Employee claims for loss of or damage to personal property must be submitted to the Jurisdictional Agency and then forwarded to the hiring, or home agency of the employee for processing in accordance with the hiring agency's administrative procedures.

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

56. Equipment, Supplies, Cache Items:

Revised language from new MA template:

There is recognition that wildland fire suppression will often involve the use of equipment, supplies and cache items. Equipment, supplies and cache items checked out (such as pumps, hoses, nozzles, etc.), or supplied by one Party and received by another Party, shall become the responsibility of the receiving/supporting Party. Equipment, supplies and cache items shall be returned in the same condition as when received, reasonable wear and tear excepted.

Notwithstanding the general Waiver of Claims clause, the parties agree that the Receiving/supporting Party shall repair or reimburse for damage in excess of reasonable wear and tear, and shall replace or reimburse items lost or destroyed, except for damage occurring as a result of negligence by the receiving/supporting Party. The receiving/supporting party will replace or reimburse for items lost, destroyed, or expended with items of like or similar standard from the fire cache or supply unit on the incident, or via an authorization for replacement using a unique request number. Insurance or other reimbursement options should be pursued, if such options are available, prior to replacement or reimbursement for lost, stolen or destroyed items.

57. Transported Equipment:

New clause from new MA template:

Equipment transported or operated by Supporting Agency personnel in transit to or from an incident is considered under the control of the Supporting Agency. When arrangements are made with a transportation service provider to deliver equipment, the party making arrangements for the transportation should ensure that the transportation service provider will be responsible for all loss and damage to equipment or supplies consigned on the bill of lading.

58. Authorized Representatives:

No changes.

SIGNATURES

Updated signatories.

Exhibit A. Glossary of Terms

Minor Glossary updates.

Exhibit B. Points of Contact

Updated contacts.

Exhibit C. Alaska Statewide Annual Operating Plan

2015 Alaska Statewide Annual Operating Plan included separately.

Exhibit D. Reimbursable Billings and Payments

A. Miscellaneous Assistance and Annual Fixed Costs

No changes.

B. Suppression and Non-Specific Suppression Support Billings

1. DOI & USFS Billings

No changes.

2. DNR Billings

a. DNR as the Protecting Agency

No changes.

b. DNR as the Supporting Agency

Clarified:

When the DNR is the supporting agency and the fire is within Alaska, the DNR will bill the AFS or the USFS for reimbursable costs, according to the terms listed in Statewide AOP Clause 38. When the DNR responds to incidents outside of Alaska, the DNR will bill as indicated in the Statewide AOP Clause 46.e .

3. DOI Agencies and DNR Billing Procedures

Clarified:

The AFS, BIA, FWS, and NPS may recover costs for their participation on incidents which DNR is fiscally responsible for suppression costs and other DNR fire-related support. Each agency will directly bill DNR, establish billing thresholds, and adhere to the dates AFS and DNR have established for billing and payments as listed in the Statewide AOP Clause 46.

The billing criteria for incidents are addressed in the Statewide AOP Clause 38.

C. Severity

No changes.

D. Billing Content

1. Preliminary Accounting Report

Clarified:

Agencies exchange backup documentation supporting preliminary accounting reports automatically for line items in excess of \$25,000, or upon request for any line item in question.

2. Bill for Collection

Clarified:

Generally cost source documents will not be required unless line items exceed \$25K, summary cost data is disputed, or unless a specific agency regulation (trespass) or another agency (FEMA) requires cost source documents.

3. Overhead Assessment Rate

No changes.

E. Billing Time Frames

No changes.

F. Debt Management

No changes.

G. Payment Due

No changes.

H. Electronic Funds Transfer

No changes.

I. Third Party Payments

No changes.

J. Review Procedures

No changes.

K. Reimbursable Assistance Expense

No changes.

Exhibit E. Sample Project and Financial Plan

No changes.

Exhibit F. Sample Cost Share Agreement with Instructions

No changes.

Exhibit G. Supplemental Fire Department Resources Template

Removed template language and replaced with:

NOT APPLICABLE IN ALASKA FOR 2015

Exhibit H. Use of and Reimbursement for Shared Resources in Stafford Act Response Actions

No changes.

Exhibit I. Stafford Act Glossary of Terms

Updated with current FEMA Glossary. Minor changes.

Exhibit J. Acronyms

Moved to Exhibit J. Minor changes.