

2015 ALASKA
MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT
AND STAFFORD ACT RESPONSE AGREEMENT

Between

UNITED STATES DEPARTMENT OF THE INTERIOR

BUREAU OF INDIAN AFFAIRS

Alaska Region

Agreement # SE00440006

DUNS No. 070395728

BUREAU OF LAND MANAGEMENT

Alaska State Office

Agreement # BLM MOU AK-2015-002

DUNS No. 062740881

U.S. FISH AND WILDLIFE SERVICE

Alaska Region

Agreement # AK-2015-FM-0001

DUNS No. 151157950

NATIONAL PARK SERVICE

Alaska Region

Agreement # P15AC01011

DUNS No. 618156384

UNITED STATES DEPARTMENT OF AGRICULTURE

U.S. FOREST SERVICE

Alaska Region

Agreement # 15-FI-11100100-016

DUNS No. 929332484

STATE OF ALASKA

DEPARTMENT OF NATURAL RESOURCES

Agreement # MI-15-014

DUNS No. 103328576

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AUTHORITIES

Alaska National Interest Lands Conservation Act of December 2, 1980 (94 Stat. 2371; 16 U.S.C. Ch. 51)
Alaska Native Claims Settlement Act of December 18, 1971 (85 Stat. 688; 43 U.S.C. 1601)
Alaska Statutes 41.15.010 – 41.15.170
Bureau of Indian Affairs Act, as amended (67 STAT. 495;16 U.S.C.1b)
Cooperative Forestry Assistance Act of July 1, 1978, as amended (16 U.S.C. 2101-2114, PL95-313)
Cooperative Funds Act of June 30, 1914 (16 U.S.C. 498 as amended by PL 104-107)
Cooperative Funds and Deposits Act of Dec 12, 1975 (P.L. 94 148, 16 U.S.C. 565 A1 – A3)
Department of the Interior Manual, Part 620: Wildland Fire Management (620 DM 2)
Department of the Interior and Related Agencies Appropriations Act, 1999, as included in P.L. 105-277, section 101(e)
Department of the Interior and Related Agencies Appropriations Acts
Disaster Relief Act of May 22, 1974 (42 U.S.C. 5121 as amended)
Economy Act of June 30, 1932 (31 U.S.C., 1535 as amended, PL 97-258 and 98-216)
Food, Conservation, and Energy Act of 2008 (Pub. L. 110–234, H.R. 2419, 122 Stat. 923)
Federal Land Policy and Management Act of Oct. 21, 1976 (P.L.94 579; 43 U.S.C.)
Granger-Thye Act of April 24, 1950 (16 U.S.C., Sec 572)
Homeland Security Act of 2002 (H.R. 5005-8)
Homeland Security Presidential Directive-5
National Forest Management Act of 1976 (16 U.S.C. 1600)
National Indian Forest Resources Management Act (P.L. 101-630, Title III)
National Park Service Act, as amended (67 Stat. 495; 16 U.S.C. 1b)
National Wildlife Refuge Administration Act of 1966 (16 U.S.C. 668dd-668ee, 80 Stat. 927, as amended)
National Wildlife Refuge System Improvement Act of 1997 (P.L. 105-57)
NPS Organic Act (16 U.S.C.1)
Post-Katrina Emergency Management Reform Act of 2006. (P.L 109-295, 120 Stat. 1355)
Protection Act of September 20, 1922 (42 Stat. 857; 16 U.S.C. 594)
Reciprocal Fire Protection Act of May 27, 1955, as amended (69 Stat. 66; 42 U.S.C. 1856 A, PL 84-46)
Robert T. Stafford Disaster Relief and Emergency Assistance Act (P.L. 93-288)
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
Taylor Grazing Act of June 28, 1934 (48 Stat. 1269; 43 U.S.C. 315)
Tribal Self-Governance Act of 1994 (P.L. 103-413; 25 U.S.C. 458aa et seq)
Watershed Restoration and Enhancement Act of 1998 (P.L. 105-77)
Fish and Wildlife Coordination Act (16 USSC 661)
Intergovernmental Personnel Act (5 U.S.C. 3371 & 3372)

PURPOSE

The purpose of this Master Cooperative Wildland Fire Management Agreement (hereinafter called this Agreement) is to document the commitment of the Parties to this Agreement to improve efficiency by facilitating the coordination and exchange of personnel, equipment, supplies, services, and funds among the Parties to this Agreement in sustaining wildland fire management activities, such as prevention, preparedness, communication and education, fuels treatment and hazard mitigation, fire planning, response strategies, tactics and alternatives, suppression and post-fire rehabilitation and restoration. It will also be the basis from which the United States Department of the Interior (DOI) agencies implement *DOI Manual 620 (620 DM)* and for United States Department of Agriculture Forest Service (USFS) to implement *Forest Service Manual 5100*.

This Agreement does not supersede individual agency policies and requirements. Where available, the unit fire management plans should be used in conjunction with this agreement and its associated annual operating plan to reference supplemental fire management information applicable to that unit.

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

The Parties to this Agreement are:

- The State of Alaska, Department of Natural Resources, hereinafter called “DNR”; and
- The United States Department of Agriculture Forest Service, Alaska Region (Region 10), hereinafter called “USFS”; and
- The DOI, Bureau of Indian Affairs, Alaska Region, hereinafter called “BIA”; and
- The DOI, Bureau of Land Management, Alaska, hereinafter called “BLM” and the Bureau of Land Management, Alaska Fire Service, hereinafter called “AFS”; and
- The DOI, Fish and Wildlife Service, Alaska Region (Region 7), hereinafter called “FWS”; and
- The DOI, National Park Service, Alaska Region, hereinafter called “NPS.”

The USFS, BIA, BLM including AFS, FWS, and NPS may hereinafter be jointly called the "Federal Agencies." The Federal Agencies and DNR will hereinafter be referred to as the "Parties to this Agreement."

TERMINOLOGY, EXHIBITS, AND SUPPLEMENTS

1. Terminology:

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 attached as *Exhibit A: Glossary of Terms*. Acronyms used herein are defined in *Exhibit J: Acronyms*. The hierarchy of terminology will be those defined in law, those defined in policy, those defined in this Agreement and then all other agency and interagency documentation.

The applicable definitions for the responses to wildland fire or the Stafford Act correspond to the *National Wildfire Coordinating Group (NWCG) Glossary of Wildland Fire Terminology*, found on the NWCG web-page (<http://www.nwcg.gov/>, or by direct link at <http://www.nwcg.gov/pms/pubs/glossary/index.htm>), and the Stafford Act Response terminology available in *Exhibit I: Stafford Act Glossary of Terms* and at the FEMA NRF Resource Center glossary (<http://www.fema.gov/pdf/emergency/nrf/nrf-glossary.pdf>).

2. Incorporation of exhibits into Agreement:

The following exhibits are hereby incorporated into this Agreement:

Exhibit A	Glossary of Terms
Exhibit B	Points of Contact
Exhibit C	Alaska Statewide Annual Operating Plan (AOP) Incorporated by reference into AOP: <ul style="list-style-type: none">• Alaska Interagency Mobilization Guide (AIMG)• Alaska Interagency Wildland Fire Management Plan (AIWFMP)
Exhibit D	Reimbursable Billings and Payments
Exhibit E	Sample Project and Financial Plan
Exhibit F	Sample Cost Share Agreement with Instructions
Exhibit G	Supplemental Fire Department Resources Template (Currently not applicable in Alaska)
Exhibit H	Use of and Reimbursement for Shared Resources in Stafford Act Response Actions
Exhibit I	Stafford Act Glossary of Terms
Exhibit J	Acronyms

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:

Supplements to this Agreement, AOPs, 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.

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

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

a) This Agreement

This Agreement applies statewide to all signatories and serves as the basis for interagency relationships. The DNR Commissioner and the Alaska directors of the Federal Agencies are the signatories on behalf of their agency and administrative units.

b) Alaska Statewide Annual Operating Plan (Statewide AOP)

Exhibit C: Alaska Statewide Annual Operating Plan further defines statewide interagency working relationships, roles, responsibilities, standards, and expectations. It provides for a consistent approach to fire operations with the primary intention of providing cost-effective suppression services and minimizing unnecessary duplication. It addresses issues affecting cooperation, protocols, financial arrangement and joint activities. The *AIWFMP* and the *AIMG* are incorporated by reference into *Exhibit C: Alaska Statewide Annual Operating Plan*. It will be updated annually to address issues and concerns.

c) Administrative Unit Fire Management Plans (UFMP)

The UFMP references and cites agency and unit fire management policies. It addresses the unit's enabling legislation and purpose, includes a summary of the significant resources and values of the unit, and identifies, in broad programmatic terms, the direction found in the land and resource management plans, such as goals, objectives, standards, guidelines, and/or desired future condition(s) as they pertain to fire management. The UFMP is the primary reference for decision support documentation for an incident on that unit.

PERIOD OF PERFORMANCE

1. Commencement/Expiration:

The term of this Agreement shall commence on the dates Parties sign below and shall remain in effect for five years from that date or until replaced.

2. Modifications:

Modifications within the scope of this Agreement shall be made by mutual consent of the Parties to the Agreement, by the issuance of a written modification, signed and dated by all Parties to the Agreement, prior to any changes being performed. No Party is obligated to fund any changes not properly approved in advance.

3. Termination:

Any party to the Agreement shall have the right to terminate its participation under this Agreement by providing one-year advance written notice to the other Parties.

4. Annual Review:

If deemed necessary, prior to March 15 the Parties to this Agreement will meet and review matters of mutual concern. AOPs, at all levels, will be reviewed annually and, if necessary, revised.

5. Previous Agreements Superseded:

This Agreement supersedes the following:

- 2005 BLM-NPS Intra-agency Agreement BLM No. LB1062000, NPS No. F9915060002
- 2006 BLM-FWS Memorandum of Agreement BLM No. 2006-10, FWS No. 701816K414
- 2006 Intra-agency BLM-BIA Agreement BLM NO. LBI062011, BIA No. 6E00440038
- 2007 Interagency Cooperative Fire Protection Agreement between the USFS and AFS, USFS No. 07FI-11100200-002, BLM No. LAI-010008
- 2007 Interagency Cooperative Fire Protection Agreement between the USFS and DNR, USFS No. 07CA-111001000-006, DNR No. AKDF 07 0003
- 2010 Alaska Master Cooperative Wildland Fire Management and Stafford Act Response Agreement

Existing supplemental agreements and operating plans may 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 or plans can be incorporated into geographic, statewide, or sub-geographic area operating plans provided for under this Agreement.

RECITALS

1. Intermingled or Adjacent Lands:

Lands for which the DNR is statutorily responsible for wildland fire protection in Alaska, 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. Parties to this Agreement:

The Parties to this Agreement maintain fire protection and/or fire management organizations.

3. Coordinated Efforts:

It is to the mutual advantage of the Parties to this Agreement to coordinate efforts for the prevention, detection and response to wildfires, fuels management, suppression, non-wildland fire emergencies (as authorized), and cooperative projects for resource and protection objectives in and adjacent to their areas of responsibility, and to limit duplication and improve efficiency and effectiveness.

The Parties agree that wildland fire protection services are best managed by designation of defined protection areas with the primary intention of providing cost effective suppression services and minimizing unnecessary duplication of suppression systems (620 DM 2.4). Each of the protection areas will have an assigned agency that provides operational and tactical oversight.

4. State Resource Availability:

It is the intent of the Parties to this Agreement that the DNR and their cooperating 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. Federal Resource Availability:

It is the intent of the Parties to this Agreement that federal resources be available to assist in fire management activities on all state, municipal and private lands the DNR is responsible to protect.

6. National Interagency Agreement for Wildland Fire Management:

The USFS, BLM, BIA, NPS, and FWS have entered into a national Interagency Agreement for Wildland Fire Management to cooperate in all aspects of fire management.

7. Local Resource Availability:

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:

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.

NRF activities will be accomplished utilizing established dispatch coordination concepts. Situation and damage assessment information will be transmitted through established fire suppression intelligence channels. Some state and local resources are limited by statute to wildland fire response, requiring the governor to specifically approve mobilization outside of their state for non-fire emergencies. State emergency declarations and responses for all hazard and non-Stafford Act responses are outside the scope of this agreement.

9. Responsibilities:

The Responsibilities of the Parties to this Agreement will be identified further in Exhibit C: Alaska Statewide Annual Operating Plan and shall be distinguished as follows:

a) Jurisdictional Agency:

The Jurisdictional Agency is the agency having overall land and resource management responsibility for a specific geographical or functional area as provided by federal or state law. Under no circumstances may a Jurisdictional Agency abdicate legal responsibilities as provided by federal or state law.

“Nothing herein relieves agency administrators of the responsibility and accountability for activities occurring on their respective land.” (620 DM 2.4A)

“Each agency will continue to use its delegated authority for the application of wildland fire management activities such as planning, education and prevention, use of prescribed fire, establishing emergency suppression strategies, and setting emergency suppression priorities for wildland suppression organizations on respective agency lands.” (620 DM 2.4C)

The Jurisdictional Agencies are:

- For the Tongass and the Chugach National Forests, the USFS is the Jurisdictional Agency.
- For DOI-administered lands, Jurisdictional Agencies are BIA, BLM, FWS, and NPS.
- For State, private and municipal lands, the DNR is the Jurisdictional Agency. (*DNR Department Order 113*)

For Alaska Regional and Village Native Corporation lands conveyed under Alaska Native Claims Settlement Act, the Native Corporation who has the surface rights is the Jurisdictional Agency; however, when necessary, AFS may act as the Jurisdictional Agency representative for those Native Corporation lands.

b) Protecting Agency:

The Protecting Agency is the agency responsible for providing and coordinating safe, cost-effective emergency wildland fire suppression services within a specific geographical area pursuant to its responsibility as specified and provided by law, policy, or this Agreement. Suppression is defined as a management action intended to protect identified values from a fire, extinguish a fire, or alter a fire's direction of spread.

The Protecting Agencies are divided into geographic units that are responsible for all wildfire suppression services and other - services as provided by this agreement within that

geographic unit: the DNR units are called “Areas”; the AFS units are “Zones” and the USFS units are “Forests”.

Under this Agreement, each Protecting Agency agrees to act as an agent of the other within their Protection Area and this Agreement delegates the authority for each agency to provide wildland fire protections services to all the jurisdictional agencies within their Protection Area. Protection Areas are addressed in Clause 19 of this agreement. The agencies accountable for compliance and performance of the delegated authority for wildland fire protection services under this Agreement are the AFS, DNR and USFS. The Protecting Agencies’ inherent responsibilities are based on the following:

The DNR has the responsibility, pursuant to *Alaska Statute (AS) 41.15.010*, to provide protection from wildland fire and other destructive agents, commensurate with the values at risk, on land that is owned privately, by the state, or by a municipality. *Statute 41.15.030 (a)* authorizes the commissioner to enter into protection contracts.

The AFS has the responsibility, pursuant to *620 DM 2.4*, to provide safe, cost-effective emergency wildland fire suppression services in support of land, natural and cultural resource management plans on DOI administered land and on those lands that require protection under the *Alaska Native Claims Settlement Act, as amended (43 U.S.C.1620(e))*. In addition, by agreement, AFS provides wildland fire and fuels management services on specified lands to the U.S. Army-Alaska.

The USFS has the responsibility, pursuant to the *Organic Administration Act, June 4, 1897 (16 U.S.C. 551)*, for wildland fire management on all lands administered by the Tongass and Chugach National Forests.

Structure fires and fires contained within dumps are the responsibility of local fire departments and are outside the scope of this Agreement.

c) Supporting Agency:

Any agency or entity, including agencies and entities not party to this agreement, which provides suppression or other support and resource assistance to a Protecting Agency.

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):

The Alaska Wildland Fire Coordinating Group (AWFCG) group provides coordination and recommendations for all interagency fire management activities in Alaska. Membership, procedures, and guidelines are documented in the *AWFCG Memorandum of Understanding and Standard Operating Procedures* available at <http://fire.ak.blm.gov/administration/awfcg.php>

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

The Alaska Multi-Agency Coordination Group (AMAC) provides a forum to discuss actions to be taken to ensure that an adequate number of resources are available to meet anticipated needs and to allocate those resources most efficiently. When activated and as warranted, the AMAC is tasked with the following: incident prioritization; resource allocation; coordination of state and federal disaster responses; political interfaces; media and agency information; anticipation of future resource needs; and the identification and resolution of issues. The *AMAC Operations Handbook* is available at <http://fire.ak.blm.gov/administration/mac.php>

c) DOI Alaska Fire Committee:

This committee is comprised of regional fire management staff from the DOI agencies and is responsible for coordinating the DOI's implementation of the National Fire Plan, national policy, Departmental policy, and evolving legislative mandates in Alaska with regard to wildland fire.

11. National Incident Management System (NIMS):

The Parties to this Agreement will operate under the concepts defined in the National Incident Management System (NIMS). In implementing these concepts, Parties to this Agreement will be expected to follow the National Wildfire Coordinating Group's (NWCG) minimum standards as defined in the *Wildland Fire Qualifications Systems Guide (PMS-310)* available at <http://www.nwcg.gov/pms/docs/docs.htm>. NWCG recognizes the ability of cooperating agencies at the local level to jointly define and accept each other's qualifications for initial attack, extended attack, fire operations, and prescribed fire. These NWCG minimum standards are 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.

12. Annual Operating Plans (AOP):

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:

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:

Agency administrators for the Jurisdictional and Protecting Agencies will approve the initial AOPs developed by the local fire management staff. For example, an AOP developed by the Jurisdictional Agency administrative unit Fire Management Officer(FMO) and the Protecting Agency FMO would be reviewed and approved by the Jurisdictional Agency administrator(s), the AFS Manager, the DNR Chief of Fire and Aviation, and, when USFS lands are affected, the appropriate level USFS agency administrator i.e. Southeast Alaska. UFMPs may be incorporated by reference into the Zone/Area/Forest AOPs. Terms and conditions in Area/Zone/Forest AOPs may not conflict with *Exhibit C: Alaska Statewide Annual Operating Plan*.

c) Project Plans:

Project plans with multi-agency participation that are developed for specific non-suppression, fire related 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 related Clause 21 Joint Projects and Project Plans:).

13. Interagency Fire Dispatch Centers:

The Parties to this Agreement may agree to maintain, support, and participate in Interagency Fire Dispatch Centers, as appropriate.

Staffing, funding, and level of participation will be agreed to by the affected Parties to this Agreement and documented in AOPs and/or appropriate mobilization guides.

14. Alaska Interagency Coordination Center:

The Parties to this Agreement recognize the Alaska Interagency Coordination Center (AICC) in Fairbanks, as the Geographic Area Coordination Center for Alaska. The AICC will be the interagency focal point for coordinating the mobilization of resources for wildland fire and other incidents throughout Alaska and nationally with the exception of resources mobilized under the authority of the Northwest Compact and internal movement of agency resources related to agency-specific missions. Guidance for internal agency movement of resources is contained in *Exhibit C: Alaska Statewide Annual Operating Plan*.

15. Interagency Resources:

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.

To the extent practical, additional preparedness and severity requests will be coordinated as identified in Exhibit C: Alaska Statewide Annual Operating Plan.

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. 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:

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:

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.

Assigned personnel will function under the Protecting Agency's health and safety, and air operations procedural policies unless the agency's policies of assigned personnel are more stringent. In that case, the more stringent agency's policies will be followed by that individual. Written exemptions may exist and will be addressed in *Exhibit C: Alaska Statewide Annual Operating Plan*. When safety issues, concerns, or questions develop, an agency subject matter expert will be contacted for resolution.

Exhibit C: Alaska Statewide Annual Operating Plan addresses standards for non-agency resources. Aviation operation protocols and standards are addressed in Clause 45 of that AOP.

Alaska interagency standards are also addressed in the *AIMG* and the *AIWFMP*.

PREPAREDNESS

18. Protection Planning:

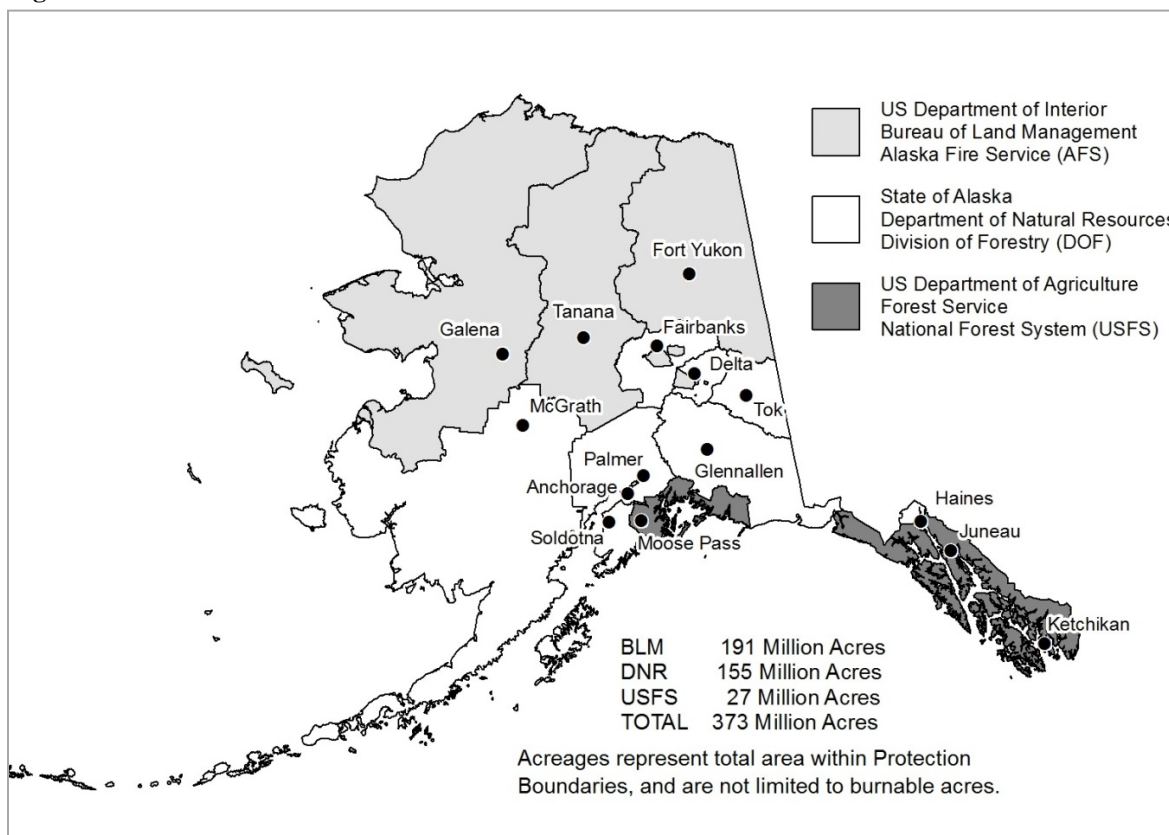
Jurisdictional and Protecting Agencies will review management option designations as defined in the *AIWFMP*. Changes are submitted through the AWFCG procedures found at <http://fire.ak.blm.gov/administration/awfcg.php>.

19. Protection Areas and Boundaries:

Protection areas have been mutually agreed upon and authorized by this Agreement. The AFS-DNR-USFS boundaries are delineated in the map atlas maintained by AICC and electronically available through the AFS. In general, AFS provides wildland fire suppression services to all jurisdictional agencies north of the Alaska Range; DNR provides those services south of the Alaska Range, southwest Alaska and the Haines Area; the USFS furnishes wildland fire suppression services on the Kenai Peninsula within the Chugach National Forest boundary and southeast Alaska with the exception of the Haines Area. The Annette Island Reserve (Metlakatla Indian Reserve) is outside the scope of this agreement. **Figure A** below depicts Alaska Protection Areas.

Changes to the AFS-DNR-USFS boundaries may be made at the recommendation of the Protecting and Jurisdictional Agency representatives. The process is defined in *Exhibit C: Alaska Statewide Annual Operating Plan*.

Figure A: Alaska Protection Areas



20. Methods of Fire Protection and Suppression:

This Agreement authorizes each Protecting Agency to act as an agent of the other within their Protection Area per the delegated authority as stated in the Recitals in this Agreement.

21. Joint Projects and Project Plans:

The Parties 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 AOPs, 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.

Project plans may be executed by agency administrators of Parties to this Agreement and billed according to the criteria in Exhibit C: Alaska Statewide Annual Operating Plan, Exhibit D Reimbursable Billings and Payments, Exhibit E Sample Project and Financial Plan, and/or agency-specific required documents.

22. Fire Prevention:

The Parties 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 documented in AOPs, or project plans. Specific fire prevention plans should be developed by local interagency fire management personnel. The Parties to this Agreement may pool resources and share costs; details related to reimbursement will be agreed to and documented in the AOP or project plans. Unit administrators are encouraged to participate in local fire prevention cooperatives, organizations, or groups, where applicable.

23. Public Use Restrictions:

Guidelines for implementing restrictions and closures shall be established in Exhibit C: Alaska Statewide Annual Operating Plan.

24. Burning Permits:

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:

Fuels projects are funded, planned, conducted and reported based on individual agency policy. When the opportunity arises, the Parties to this Agreement agree to cooperate in the development and implementation of prescribed fire and fuels management programs. Any Party to this Agreement may provide assistance to another Party 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. Any instrument processed under this clause shall be in accordance with each Party's applicable laws, regulations, and policy requirements.

26. Smoke Management:

Within their authorities, the Parties to this Agreement agree to cooperate in smoke management efforts for wildfires and prescribed fires. Additional direction is found in *Exhibit C: Alaska Statewide Annual Operating Plan*.

OPERATIONS

27. Closest Forces Concept:

Dispatching of initial attack suppression resources uses the closest available and appropriate resource as determined by the Protecting Agency FMO. This dispatch procedure applies to all responding Jurisdictional or Protecting Agency resources. The Protecting Agency retains operational control of the incident.

28. Fire Notifications:

When a Jurisdictional Agency discovers a fire, they will promptly notify the appropriate Protecting Agency. Likewise, Protecting Agencies will promptly inform Jurisdictional Agencies of fires occurring on or threatening their lands. Notification standards are listed in the *AIWFMP* and *Exhibit C: Alaska Statewide Annual Operating Plan*.

29. Protection Area 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. When location of the fire has been established, the Protecting Agencies will determine which has operational control.

30. Independent Actions:

Normally all fires will be suppressed by the Protecting Agency but there may be instances where the Jurisdictional Agency may discover a fire and take immediate actions. In such instances, the Party taking action will promptly notify the Protecting Agency to identify what other resources are en route and ensure mitigation of safety issues. The Protecting Agency retains operational control of the incident.

31. Escaped Prescribed Fires:

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:

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.

All fire suppression actions conducted on lands of another Party shall be consistent with that Party's fire management plan/policy and the terms of this Agreement. A "Special Management

Considerations” section in the *AIWFMP* and the *UFMP*, addressing resources and other management concerns, will be used by Jurisdictional Agency unit administrators to identify areas of special management consideration, and to communicate appropriate fire strategic objectives and constraints in firefighting tactical techniques i.e. use of retardant or dozers to the Protecting Agency.

The Jurisdictional Agency may provide an agency representative or appropriate environmental technical specialist to advise the Protecting Agency of any special management considerations that may influence suppression actions. The Incident Commander will incorporate special management considerations into the incident planning process.

The Parties to this Agreement recognize that, as in the *Guidance for Implementation of Federal Wildland Fire Management Policy (2009)*, the *AIWFMP*, and Unit FMPs, a wildland fire may concurrently be managed for one or more objectives. Objectives can change as the fire spreads across the landscape, affected by changes in environmental conditions, human influence, and institutional factors. Some portions of a wildland fire may receive a protection objective while other portions are managed for resource objectives, and those portions and objectives may change over the duration of the event. All affected Parties should be involved in developing the strategic objectives.

33. Delegation of Authority:

Delegations of Authority will be jointly developed by the Jurisdictional and Protecting Agencies and will document procedures and criteria that specify direction, authority, and financial management guidelines to Incident Commanders.

This Agreement will serve as the Delegation of Authority from the Jurisdictional Agencies to the Protecting Agencies to implement initial response activities in accordance with the *AIWFMP*. Incident Commanders for fires of Type 3 complexity and above will receive a written delegation that has been jointly signed by Jurisdictional and Protecting Agencies. When the Jurisdictional Agency, the Protecting Agency, and the employing agency of the Incident Commander are one and the same, a written delegation for Type 3 incidents is optional.

34. 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. 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:

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:

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:

Consideration must be given to the health and safety of personnel when assigned to fires. The Parties to this Agreement agree that Incident Commanders will release initial response resources to their primary responsibilities as soon as priorities allow or unless otherwise agreed to by the home unit of the initial response resources. Incident Commanders shall adhere to work/rest policies specified within the Incident Business Management Handbooks and the National Interagency Mobilization Guide.

38. Fire Suppression and Cost Share Agreements:

The cost recovery and billing criteria for in-State fires are defined in Exhibit C: Alaska Statewide Annual Operating Plan and Exhibit D: Reimbursable Billings and Payments.

a) Federal Billings by Incident:

Federal agency billing procedures are carried out pursuant to the national Interagency Agreement for Fire Management between the BLM, BIA, NPS, FWS, and the USFS. These procedures are available in the *National Interagency Mobilization Guide, Chapter 40*. The agencies will submit bills for their reimbursable costs as described in *Exhibit C: Alaska Statewide Annual Operating Plan* and *Exhibit D: Reimbursable Billings and Payments*.

b) DNR Billings by Incident:

DNR will bill AFS and the USFS for reimbursable costs as described in Exhibit C: Alaska Statewide Annual Operating Plan and Exhibit D: Reimbursable Billings and Payments.

39. Procurement:

Each party will abide by their own procurement regulations.

40. Licensing:

Drivers and equipment operators will hold appropriate licenses to meet state and federal laws and employing agency regulations and policies. Employees of the Parties to this Agreement may operate each other's vehicles provided the driver is qualified by the current operating guidelines and training requirements of their own Agency, and upon approval by the owning Agency. Driving and operating equipment will be for official purposes only.

41. Text Messaging While Driving

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:

The Parties 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.

43. Technology Systems:

The Parties to this Agreement may mutually agree to allow one another the use of the various technology systems and their components including computer system access, data transmission lines, and communication sites when there is a mutual benefit to the Parties to this Agreement. Separate interagency agreements exist for sharing of radio frequencies. See *Exhibit C: Alaska Statewide Annual Operating Plan* for additional direction regarding radio frequency sharing and site maintenance.

44. Fire Weather Systems:

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:

The Parties to this Agreement agree to cooperate in use of aviation resources to foster effective and efficient use of aircraft and personnel. All aviation activities shall be conducted in accordance with each agency's aviation rules, policies and directives. For interagency missions defined as missions with employees from two or more agencies on the aircraft, the standards of the agency with the most stringent rules, policies and directive apply.

46. Billing Procedures:

See Exhibit C: Alaska Statewide Annual Operating Plan and Exhibit D Reimbursable Billings and Payments.

47. Trespass Cost Recovery:

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:

The use and reimbursement for resources when responding under the Stafford Act shall be governed by the provisions contained in *Exhibit C: Alaska Statewide Annual Operating Plan*, *Exhibit D Reimbursable Billings and Payments*, and *Exhibit H Use of and Reimbursement for Shared Resources in Stafford Act Response Actions*.

GENERAL PROVISIONS

49. Personnel Policy:

Employees of the Parties to this Agreement shall be subject to the personnel rules, laws and regulations of their respective agencies.

50. Supplemental Fire Department Resources:

CURRENTLY NOT APPLICABLE IN ALASKA

51. Mutual Sharing of Information:

Subject to applicable state and federal rules and regulations, including the Privacy Act, Parties to this Agreement may furnish to each other, or otherwise make available upon request, maps, documents, GIS data, instructions, records, and reports. These may include, but are not limited to, fire reports, qualification records, and investigation reports as either Party considers necessary in connection with the Agreement.

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:

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:

When an accident involving equipment or personnel occurs, the agency with operational control of the incident will notify the employing agencies and initiate an investigation based on established threshold listed in *Exhibit C: Alaska Statewide Annual Operating Plan*. Reference the *Interagency Standards for Fire and Fire Aviation Operations* and employing agency policies for current procedures.

54. 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. Parties to this Agreement will meet to determine a cost recovery process.

55. Waiver of Claims:

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:

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:

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.

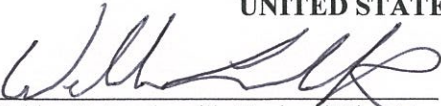
58. Authorized Representatives:

By signature below, each Party to this Agreement certifies that the individuals listed in this document are authorized to act in their respective agencies for matters related to this Agreement.

SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have executed this Master Cooperative Wildland Fire Management and Stafford Act Response Agreement as of the date of signature of the Party's authorized representative.

UNITED STATES DEPARTMENT OF THE INTERIOR



Weldon B. Loudermilk, Regional Director
Bureau of Indian Affairs, Alaska Region

Date: 6-1-15



Bud C. Cribley, State Director, Alaska
Bureau of Land Management

Date: 6/12/15




BIA Contracting Officer

Date: 05/22/15

N/A - JSL

BLM Contracting Officer

Date: _____



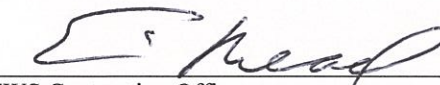
Geoffrey L. Haskett, Regional Director
Fish and Wildlife Service, Alaska Region

Date: 6/5/15



Herbert C. Frost, Ph.D., Regional Director
National Park Service, Alaska Region

Date: 6/5/2015



FWS Contracting Officer

Date: 6/5/2015



NPS Contracting Officer

Date: 01/5/2015

UNITED STATES DEPARTMENT OF AGRICULTURE



Beth G. Pendleton, Regional Forester
United States Forest Service, Region 10

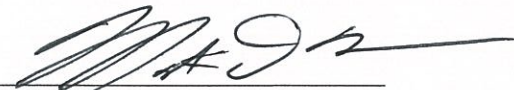
Date: 6/8/15



Agreements Coordinator

Date: 6/10/15

STATE OF ALASKA DEPARTMENT OF NATURAL RESOURCES



Mark D. Myers, Commissioner

Date: 6-2-2015

N/A

Agreements Coordinator

Date: _____

Exhibit A. Glossary of Terms

NWCG Glossary is extensive and a recommended reference fire terminology; that glossary can be found at: <http://www.nwcg.gov/pms/pubs/glossary/index.htm>. The list below is specific to this Agreement.

Administrative Costs: (AKA Indirect or Overhead Costs): 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.

Agency Administrator: Managing officer of an agency, division thereof, or jurisdiction.

Agency Crew: A crew composed predominantly of regular employees from a single agency. For example: a crew of Forest Service employees.

Agency General Information : Available internally to agencies but covered by Freedom of Information Act (FOIA) exemptions.

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 Sensitive Information: Available internally to agency personnel on a need to know basis and covered by FOIA exemptions.

Agency Very Sensitive Information: Covered by FOIA exemption category 7 and available only to individually authorized agency personnel.

Alaska Fire Service (AFS): The AFS has the responsibility, pursuant to 620 DM 2.4, to provide safe, cost-effective emergency wildland fire suppression services in support of land, natural and cultural resource management plans on DOI administered land and on those lands that require protection under the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1620(e)). In addition, by agreement, AFS provides wildland fire and fuels management services on specified lands to the U.S. Army-Alaska.

Alaska Interagency Coordination Center (AICC): The AICC will be the interagency focal point for coordinating the mobilization of resources for wildland fire and other incidents throughout Alaska and nationally.

Alaska Interagency Wildland Fire Management Plan (AIWFMP): The interagency plan and reference for wildland fire operational information in Alaska.

Alaska Multi-Agency Coordination Group (AMAC): AMAC provides a forum to discuss actions to be taken to ensure that an adequate number of resources are available to meet anticipated needs and to allocate those resources most efficiently. When activated and as warranted, AMAC is tasked with the following: incident prioritization; resource allocation; coordination of state and federal disaster responses; political interfaces; media and agency information; anticipation of future resource needs; and the identification and resolution of issues.

Alaska National Interest Lands Conservation Act 1980 (ANILCA): The act that transferred approximately 100 million acres from BLM-managed to National Park Service and U.S. Fish and Wildlife management.

Alaska Native Claims Settlement Act 1971 (ANCSA): The act provided Alaska Natives with 44 million acres of land. It also set up a system of regional corporations to administer the settlement.

Alaska Statehood Act 1959: The act that made Alaska the 49th state and conveyed 104 million acres of public domain land to state ownership.

Alaska Statewide Annual Operating Plan (AOP): The Alaska Statewide AOP tiers to the Alaska Master Cooperative Wildland Fire Management and Stafford Act Response Agreement and further defines statewide interagency working relationships, roles, responsibilities, standards and expectations. It provides for a consistent approach to fire operations with the primary intention of providing cost-effective suppression services and minimizing unnecessary duplication. It addresses issues affecting cooperation, protocols, financial arrangements and joint activities. The *Alaska Interagency Wildland Fire Management Plan (AIWFMP)* and the *Alaska Interagency Mobilization Guide (AIMG)* are incorporated into the Statewide AOP by reference. It will be updated annually to address issues and concerns.

Alaska Wildland Fire Coordinating Group (AWFCG): AWFCG provides coordination and recommendations for all interagency fire management activities in Alaska. Membership, procedures, and guidelines are documented in the AWFCG MOU and Standard Operating Procedures.

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

Canadian Forest Fire Danger Rating System (CFFDRS): The model used to systematically evaluate burning conditions in Alaska.

Closest Forces Concept: Dispatching of initial attack suppression resources uses the closest available and appropriate resource as determined by the Protecting Agency FMO regardless of which agency the resources belong, and regardless of which agency has protection responsibility.

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

Delegations of Authority: Delegations of Authority will be jointly developed by the jurisdictional and protecting agencies and will document procedures and criteria that specify direction, authority, and financial management guidelines to Incident Commanders.

Department of the Interior (DOI) Alaska Fire Committee: This committee is comprised of regional fire management staff from the DOI agencies and is responsible for coordinating the DOI's implementation of the National Fire Plan, national policy, Departmental policy, and evolving legislative mandates in Alaska with regard to wildland fire.

Division of Forestry (DOF): The organizational section of the Alaska Department of Natural Resources responsible for wildland fire suppression on state, municipal and private lands.

Emergency Firefighter (EFF) Crew: A crew composed of firefighters hired as needed.

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

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.

Fiscally Responsible Agency: AFS is fiscally responsible for the costs of wildfires on DOI-administered lands and Alaska Native lands conveyed under Alaska Native Claims Settlement Act 1971; DNR is fiscally responsible for the costs of wildfires on State, private and municipal lands; USFS is the responsible party for costs incurred on national forest lands and Alaska Native land in southeast Alaska.

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.

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

Interagency Crew: A crew composed predominantly of regular employees from several agencies. For example, a crew composed of three National Park Service personnel, seven Fish and Wildlife Service personnel, and ten Forest Service personnel.

Interim Conveyance: Lands approved for conveyance to the Native corporations and a document of interim conveyance issued. This document is used for conveyance until survey has been accomplished and a patent issued. After lands have been interim conveyed (IC) they are administered and managed by the Native Corporation.

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

Management Option: A fire management classification assigned by jurisdictional agency that determines the initial response to a wildfire. Responses range from full fire suppression to managing fires for resource benefits.

Native Allotments: Prior to the passage of the Alaska Native Claims Settlement Act, any Indian, Aleut, or Eskimo of full or mixed blood who resides in and is a Native of Alaska, who is head of a family or twenty-one years of age can be allotted land not to exceed 160 acres of non-mineral land. The selected land can consist of up to four parcels of land. The allotted land shall be deemed the homestead of the allottee and their heirs in perpetuity, and shall be inalienable and nontaxable until otherwise provided by Congress. Allotment applications on record, if not appealed or in conflict with other land selections, were administratively approved by ANILCA. The BIA has a trust responsibility for the Native allottee so long as the allotment remains in restricted status.

Native Corporation, Regional: An Alaska Native Regional Corporation, established under the laws of the State of Alaska in accordance with the provisions of ANCSA. The State of Alaska has been divided into twelve Native Regional Corporations with a thirteenth formed for Alaska Natives who live outside of Alaska. Regional Corporations receive all subsurface rights of lands acquired by Village Corporations within their region. They also receive the surface and subsurface rights of lands conveyed to the region.

Native Corporation, Village: An Alaskan Native Village Corporation, organized under the laws of the State of Alaska as a business for profit or nonprofit corporation to hold, invest, manage and/or distribute lands, property, funds and other rights and assets for and on behalf of a native village in accordance with the terms of ANCSA. Village Corporations receive ownership of the surface estate on the land conveyed to them. The Village Corporation entitlement varies from three to seven townships, depending on their population as of 1970.

Native-Selected: Lands withdrawn for Native selection under ANCSA and selected by Native village or regional corporations.

Operational Control: The act of providing safe, cost effective emergency wildland fire suppression services that includes initiating, conducting, or terminating all phases of wildfire suppression oversight, supervision, operations, coordination, logistical support, and reporting.

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. Preparedness 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 intentionally ignited by management actions in accordance with applicable laws, policies, and regulations to meet specific objectives.

Prevention: Activities directed at reducing the incidence of fires, including public education, open burning enforcement, personal contact and the fuels management.

Procurement Documents: Agency specific financial obligation documents.

Protecting or Protection Agency: The agency responsible for providing and coordinating safe, cost- effective emergency wildland fire suppression services within a specific geographical area pursuant to its responsibility as specified and provided by law, policy, contract, or cooperative agreement.

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

Protection Area: That area for which a single protecting agency has the primary responsibility to provide the full range of wildland fire suppression services.

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

Releasable Information: Information available to the general public.

Regional Corporation: see Native Corporation

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.

Severity funding: The purpose of severity funding is to improve suppression response capability when there is 1) potential for abnormally severe fire behavior or 2) fire occurrence outside of the normal fire season.

State-Selected: Land selected by the State under the Alaska Statehood Act for possible future conveyance.

Statewide Shared Tactical Resources: Smokejumpers, aerial supervision modules, air attack, lead planes and air tankers.

Supplemental Fire Department Resources: Overhead tied to a local fire department generally by agreement who are mobilized primarily for response to incidents/wildland fires outside of their district or mutual aid zone. They are not a permanent part of the local fire organization and are not required to attend scheduled training, meetings, etc. of the department staff.

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

Suppression: A management action intended to protect identified values from a fire, extinguish a fire, or alter a fire's direction of spread.

Surveillance: The systematic process of collecting, recording or mapping the fuels, topography, weather, fire behavior and location of values to be protected to provide Protecting or Jurisdictional agencies the information necessary to make appropriate suppression action decisions on wildland fires.

Third Party: A municipal or rural fire district, volunteer fire department 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.

Trusted User: Any BLM employee, authorized contractor employee, or other authorized person conducting official government business on government owned and approved government equipment. **Unit Administrator:** The individual assigned administrative responsibilities for an established organizational unit.

Unit Fire Management Plan (UFMP): The UFMP references and cites agency and unit fire management policies. It addresses the unit's enabling legislation and purpose, includes a summary of the significant resources and values of the unit, and identifies, in broad programmatic terms, the direction found in the land and resource management plans, such as goals, objectives, standards, guidelines, and/or desired future condition(s) as they pertain to fire management. The UFMP is the primary reference for decision support documentation for an incident on that unit.

Untrusted User: A non-BLM employee, unauthorized contractor employee, or other unauthorized person.

Village Corporation: See Native Corporation

Wildfire: Unplanned ignition of a wildland fire (such as a fire caused by lightning, volcanoes, unauthorized and accidental human-caused fires) and escaped prescribed fires. (See unplanned ignition and escaped prescribed fire).

Wildland Fire: Any non-structure fire that occurs in vegetation or natural fuels. Wildland fire includes prescribed fire and wildfire.

Exhibit B. Points of Contact

The principal contacts for this Master Cooperative Wildland Fire Management and Stafford Act Response Agreement and Alaska Statewide Annual Operating Plan are:

Tom Kurth
 Chief of Fire and Aviation
 Alaska Department of Natural Resources
 3700 Airport Way
 Fairbanks, AK 99709-4699
 Work Phone: (907) 451-2675

Keith Kahklen
 Manager, Natural Resources and Fire Management
 Bureau of Indian Affairs
 PO Box 25520
 Juneau, AK 99802-5520
 Work Phone: (907) 586-7404

Kent Slaughter
 Manager, Alaska Fire Service
 Bureau of Land Management
 PO Box 35005
 Fairbanks, AK 99703-0005
 Work Phone: (907) 356-5506

Doug Alexander
 Regional Fire Management Coordinator
 U. S. Fish & Wildlife Service
 1011 East Tudor Rd. MS 238
 Anchorage, AK 99503
 Work Phone: (907) 786-3497

Dan Warthin
 Regional Fire Management Officer
 National Park Service
 240 W. 5th Ave.
 Anchorage, AK 99501
 Work Phone: (907) 644-3409

David Summer
 Director of Fire and Aviation
 U. S. Forest Service
 1220 Southwest Third Ave.
 Portland, OR 97206
 Work Phone: (503) 808-2143

Additional contacts for items within this Agreement

Reference the Alaska Interagency Mobilization Guide directory for address and phone numbers for

- Alaska Interagency Coordination Center
- Interagency Fire Dispatch Centers.
- Jurisdictional Agency Regional Offices
- Jurisdictional Agency Administrative Units
- Protection Agency Zone, Area, and Forest Offices
- Office of Aviation Services.

<i>Group</i>	<i>Title</i>	<i>Contact</i>	<i>Phone</i>
AICC Situation Report	Intelligence Coordinator	GaBriella Branson	907-356-5671
Alaska Multi-Agency Coordinating Group (AMAC)	Coordinator	Ray Crowe	907-356-5677
Alaska Wildland Fire Coordinating Group (AWFCG)	Chair Vice-Chair	Sue Rodman Tom Hudson	907-267-2274 907-240-1208
Aviation Operations	AFS DNR USFS	Gary Baumgartner Steve Elwell Aaron Schoolcraft	907-356-5523 907-761-6271 503-808-2359

Group	Title	Contact	Phone
AWFCG Alaska Interagency Fire Training and Qualifications Committee	Chair	Doug Gibbs	907-356-5630
Billing Procedures	AFS DNR USFS R6/R10 Incident Business Coordinator	Bev Fronterhouse Karlyn Herrera Brenda Johnson	907-356-5591 907-269-8477 503-808-6319
Daily Statewide Tactical Meeting (fire operations leads)	AFS DNR	Dave Whitmer Robert Schmoll	907-356-5642 907-356-5850
FEMA Fire Mgmt Assistance Grants	AFS Chief, Division of Fire Operations	Dave Whitmer	907-356-5642
Fire Medic Program	Coordinator	Jon Thomas	907-356-5869
Fire Weather Annual Operating Plan	AICC Meteorologist	Sharon Alden/ Heidi Strader	907-356-5691
Incident Information: Jurisdictional	NPS Regional Office FWS Regional Office	Morgan Warthin Doug Alexander	907-644-3418 907-786-3497
Incident Information - Operational	Protecting Agencies Fire Information Office	AFS Mel Slater DNR Tim Mowry	907-356-5511 907-356-5512
Integrated Fire Management (IFM)	DNR Strategic Planner	K.T. Pyne	907-356-5858
Known Sites Database (KSD) Access	AFS KSD Steward	Gary Schmunk	907-356-5593
NRF ESF# 4 Contact	USFS	Tom Hudson	907-743-9458
NRF ESF # 4 Operational Lead	AICC	Ray Crowe	907-356-5677
Notification of fire on US Army-Alaska managed lands	AFS Military FMO	Russ Long	907-356-5875
Notification of fires affecting Native Allotments	BIA Regional GIS Specialist BIA Alaska Manager, Natural Resources and Fire Management	Kristine Kosnik Keith Kahklen	907-586-7149 907-586-7618
Notification of fires in AFS protection on State, private or municipal lands	DNR Fire Operations Forester	Robert Schmoll	907-356-5850
Notification of fires in USFS protection on State, private or municipal lands	DNR Coastal Region & Southern SE Area Northern SE Area Forester	Robert Schmoll Roy Josephson	907-356-5850 907-766-2120
Notification of fires on Alaska Native and DOI lands in DNR Protection	North of AK Range - AFS Military FMO South of AK Range- AFS South Zone FMO	Russ Long Ben Seifert	907-356-5875 907-822-7317
Red Cross Points of Contact (Outside established boroughs)	AFS DNR	Dave Whitmer Robert Schmoll	907-356-5642 907-356-5850
WFSS Geographic Editors	FWS/AFS FWS (Alternate) NPS BLM DNR BIA BIA	Peter Butteri Doug Alexander Brian Sorbel Tom St Clair K.T. Pyne John Barborinas Reeve Armstrong	907-356-5874 907-786-3497 907-644-3413 907-474-2226 907-356-5858 970-563-4571 720 484-3203
WFSS Additional Agency-specific POCs	USFS DNR	Tom Hudson Judy Reese	907-743-9458 907-262-4124
When activated by AICC or agency, WFSS Analysis Requests	DNR Fuels Specialist	Robert Ziel	907-356-5673 or 906-869-3355

Exhibit C. Alaska Statewide Annual Operating Plan

Alaska Statewide Annual Operating Plan included separately.

Exhibit D. Reimbursable Billings and Payments

The following criteria and procedures will be used for billing between the Parties to this Agreement.

A. Miscellaneous Assistance and Annual Fixed Costs

The Parties to this Agreement may bill for activities not related to fire suppression within their legal authorities. Preparedness costs, fair sharing for interagency dispatch center costs, office expenses, RAWs maintenance, technology systems expenses and other costs will be billed as directed in the *Exhibit C Alaska Statewide Annual Operating Plan (AOP)* of and, in accordance with, this Master Agreement and other existing agreements.

Reimbursable costs incurred for project and other miscellaneous assistance between Parties to this Agreement will also be billed as directed in *Exhibit C* or as agreed upon in the project plan.

Billings will outline services performed and include necessary documentation or reference.

B. Suppression and Non-Specific Suppression Support Billings

The Forest Service (USFS), Bureau of Land Management (BLM) and BLM Alaska Fire Service (AFS), Bureau of Indian Affairs (BIA), National Park Service (NPS), and Fish and Wildlife Service (FWS) will not bill each other for suppression costs as directed in the National Interagency Agreement for Fire Management. A copy of that agreement is in Chapter 40 of the *National Interagency Mobilization Guide* available at <http://www.nifc.gov/nicc/mobguide/index.html>.

AFS is fiscally responsible for the costs of wildfires on DOI-administered lands and Alaska Native lands conveyed under Alaska Native Claims Settlement Act 1971; DNR is fiscally responsible for the costs of wildfires on State, private and municipal lands; USFS is the responsible party for costs incurred on national forest lands and Alaska Native land in southeast Alaska. A formal Bill for Collection will be issued by billing agencies to the paying agency as described below and in the Statewide AOP Clause 44. Parties to this Agreement shall utilize the process below.

1. DOI & USFS Billings

Federal agencies will submit bills for their reimbursable costs to the DNR whenever the DNR is the agency fiscally responsible. (Reference the *Statewide AOP* Clause 38.) Billing and payment due dates are listed in the *Statewide AOP* in Clause 46.

2. DNR Billings

a. DNR as the Protecting Agency

When DNR is the protecting agency for lands on which AFS is fiscally responsible, DNR will bill AFS for costs under the terms in the *Statewide AOP* Clause 38.

b. DNR as the Supporting Agency

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

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

Costs incurred by federal or state agencies attributed to severity assignments will be billed individually or charged to the ordering agency. Severity assignments are reimbursable under the national Interagency Agreement for Fire Management.

D. Billing Content

1. Preliminary Accounting Report

The following documents will be available to support the Preliminary Accounting Report for Suppression and Non-Specific Suppression Support.

- List of individual fires by fire number, final acreage, acres burned by management option and jurisdictional agency(s), detailed finance reports, and total cost.
- Individual fire reports with narratives and a detailed map of the scale 1:63,360 (one inch to the mile) U.S.G.S. base, of all fires.

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

The AOP includes the billing addresses in Clause 46. Each billing agency will provide the paying agency, at a minimum, the following information on each invoice/bill:

- Agency, address, phone number, and agency financial contact,
- Invoice or bill number
- Agreement number
- Incident name
- Appropriate incident number (DNR code, Fire Code or Forest Service P-code/override) or tracking code.
- Summary cost data for the amount being billed and standard cost reports. When requested, other supplemental data may be provided by the agencies to support the billing.

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

The Overhead Assessment Rate for the applicable billing agency's costs will be used as defined in AOP Clause 46.

E. Billing Time Frames

Agencies will submit invoices by the dates identified in the *Statewide AOP* Clause 46

The DNR fiscal year runs from July 1 to June 30 and the federal fiscal year runs from October 1 through September 30. All billing agencies will submit an estimate of costs, to the paying agency before the end of the fiscal year for paying agency, for obligation purposes as listed in the *Statewide AOP*.

F. Debt Management

Agency procedures will be followed for overpayments and delinquent billings per the *Debt Collection Improvement Act of 1996 (DCIA)* and pertinent Alaska State Statutes.

G. Payment Due

Whenever this Agreement provides for billing, the agency receiving the bill has an obligation to pay in accordance with the terms listed in the *AOP* or in the Bill of Collection. Once bills are received by the paying agency, payment will be made in accordance with that agency's payment processes. Billing and payment due dates are listed in the Clause 46 of the *AOP*.

Written notice that a bill is contested will be mailed to the billing Agency within 180 days of issuance of the preliminary bill for collection and will fully explain the contested items. Contested items will be resolved and costs not included in the preliminary billing will be added prior to final billing.

H. Electronic Funds Transfer

The *Debt Collection Improvement Act of 1996 (DCIA)* mandates that Federal payments be made by Electronic Funds Transfer unless waived in accordance with specific circumstances set forth in *31 CFR 208.4*. *31 CFR 208.2* provides what constitutes federal payments.

I. Third Party Payments

The use of third party payments is prohibited. Payment remittance is limited to signatories identified herein.

J. Review Procedures

The protecting agencies FMOs conduct a review of billing information for incidents that incur costs of \$25,000 or more or any line item that warrants review. Findings that are inconsistent with the normal or accepted way of doing business will be reconciled on a case by case basis. Any decision to further examine records will be on a case by case basis.

K. Reimbursable Assistance Expense

Costs incurred as the result of an incident and documented are reimbursable in accordance with the provisions of *OMB Circular A-87*.

These include, but are not limited to the following:

- Agency costs for salary and benefits including premium pay if and when it is earned according to the policies, laws and rules governing the employees of the supporting agency.
- Agency costs for transportation including, but not limited to, airline fees, vehicle rental fees, fuel and oil, and agency established mileage fees.
- Agency costs for per diem and lodging of resources assigned to the incident when such services are not supplied by the incident.
- Additional support dispatching services requested through a resource order.
- Operating supplies for equipment assigned to the incident, such as fuel, oil and equipment repairs, as described within clause #37.
- Usage costs of agency equipment in support of the incident.
- Aircraft, airport fees, and retardant costs.
- Agency-owned equipment lost, or damaged, by the supporting agency accompanied by the appropriate agency source documentation to include insurance deductible paid, as described within clauses #37 and #49.
- Charges from the DNR for DNR cooperator resources, such as the National Guard and county and local resources.
- Cost or replacement of reasonable and prudent supplies expended in support of the incident. What is reasonable and prudent is determined by the protecting and/or jurisdictional agency or the fire team within the limits of their delegated authority or identified in the current *IBMH*.
- Contracted services and equipment.

Exhibit E. Sample Project and Financial Plan

SUPPLEMENTAL NUMBER _____

I. INTRODUCTION

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

List authorizing law (Examples: Reciprocal Fire Protection Act, 42 U.S.C. 1856 or Cooperative Funds and Deposits Act, PL 94-148).

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

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

V. SUPERVISION AND TECHNICAL OVERSIGHT

VI. REIMBURSEMENT

Describe any relevant reimbursement and billing procedures, including to whom to send payment 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 Parties, 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

Exhibit F. Sample Cost Share Agreement with Instructions

INSTRUCTIONS – SUPPLEMENTAL FIRE SUPPRESSION AND COST SHARE AGREEMENT

Each of the numbered instructions below corresponds 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, additional sheets or addendums may be added. 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.

A Master Cooperative Wildland Fire Management Agreement exists between all major wildland fire protection agencies in the Alaska Geographic Area. This agreement authorizes general mutual aid, including reciprocal and cooperative fire protection services elaborated upon in local annual operating plans. Other cooperative agreements exist between fire management agencies that authorize fire management services between Agencies at the sub-geographic level. The objective of the Supplemental Fire Suppression and Cost Share Agreement is to establish and document the cost sharing and basic organizational structure in response to specific fires.

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

1. List the fire name agreed upon by Parties involved.
2. Give the origin or best estimate of origin location.
3. Estimate the size at the time of the Supplemental Agreement.
4. List the Parties involved in fire suppression operations, and respective agency fire numbers.
5. List the date and time that the agreement is in effect. That time could be prior to or following the time that negotiations are made for the agreement.
6. Check the appropriate command structure for the fire. Definitions:
 - UNIFIED COMMAND – A method for all Agencies with jurisdictional responsibility to contribute to determining the overall objectives for the incident; interagency ICS team structure.
 - SINGLE COMMAND STRUCTURE – One Agency manages the incident with liaison and concurrence of objectives from other involved Agencies.
7. List the appropriate personnel filling ICS positions on the fire.
8. List any special conditions or resource objectives, i.e., dozer restrictions, mechanized restrictions, bald eagle nest, high value plantation. Operational responsibility for the fire will be defined in this section (if appropriate). Respond to this item only if Agency forces have specific segments of the fire. This information will not determine cost responsibility, unless specified in Item 11. Examples are: Divisions A and B; all structural protection areas; specific campground.
9. List the Agency having legal responsibility for structural protection, and any pertinent control information or contacts.

10. List operation conditions or directions pertaining specifically to: air operations, base camp and food service, and fire investigation. Costs pertaining to these decisions shall be documented in Item #10.
11. Fire suppression costs shall be determined from the information supplied in this item. There are several ways to determine the best cost share mix. A, B, and C are typically used on smaller, less complex incidents on lands with similar values and uses; D and E on larger, more complex incidents, such as those with both wildland urban interface and wildlands:
 - A. Each Agency pays for its own resources – fire suppression efforts are primarily on jurisdictional responsibility lands.
 - B. Each Agency pays for its own resources – services rendered approximate the percentage of jurisdictional responsibility, but not necessarily performed on those lands.
 - C. Cost share by percentage of ownership or Agency jurisdictional responsibility.
 - D. Cost is apportioned by geographic division or by percent of effort. Examples of geographic divisions are: Divisions A and B (using a map as an attachment); privately owned property with structures; or specific locations such as campgrounds.
 - E. Reconciliation of daily estimates (for larger, multi-day incidents). This method relies upon daily agreed to cost estimates, using Incident Action Plans or other means to determine multi-Agency contributions. Reimbursements can be made upon estimates instead of actual bill receipts.

The following are not reimbursable:

- Responsibility for tort claims or compensation for injury costs.
- Non suppression rehabilitation costs are the responsibility of the jurisdictional Agency.
- Non-expendable property purchases will be the responsibility of the Agency making the purchase.
- Support costs (i.e. office dispatchers, warehouse workers, etc.), unless they are charging to an emergency code assigned to the incident.

The cost centers that should be considered in this agreement:

- Fireline Resources: Dozers, engines, fallers, transports, water tenders, hand crews, line overhead.
- Fire Camp Operations and Support: Overhead, buses, camp crews, communications, food, refrigerator units, showers, toilets, water trucks, cache supplies, rescue/med, camp facility.
- Air Support: Helicopters, (with support) air tankers.
- Cost apportionment by period (i.e. state mobilization or conflagration, Fire Management Assistance Grant declaration, additional jurisdictional involvement).

12. List any specific conditions relative to this agreement, such as: dispatch procedures, one Agency representing another, notifications, incident information, coordinated intelligence, etc.
13. Signatures of authorized personnel.
14. List any attachments to the agreement. Give the date of the last revision or former Supplemental Agreement for the same fire.

COST SHARE 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 Cooperative Wildland Fire Management Agreement or (list other agreement and number) between the Agencies listed.

1. Fire Name: _____ Origin Date _____ Time ____

2. Origin: Latitude ___ Longitude_____

3. Estimated Size _____ Acres at the time of this agreement.

4. Parties to this Agreement:

Agency _____ Fire # _____ Accounting Code _____

Agency _____ Fire # _____ Accounting Code _____

Agency _____ Fire # _____ Accounting Code _____

5. This agreement becomes effective on: _____ at _____ and remains in effect until amended or terminated.

6. Overall direction of this incident will be by () Unified Command, or by () Single Command Structure.

7. Identify below personnel filling the following positions:

Position Name(s)

Incident Commander

8. Suppression action will be subject to the following special conditions and land management considerations:

9. Geographic responsibility (if appropriate) by Agency is defined as follows:

Agency _____ Geographic Responsibility _____

Agency _____ Geographic Responsibility _____

Agency _____ Geographic Responsibility _____

Agency _____ Geographic Responsibility _____

The Agency responsible for structural protection will be: _____

10. Special operational conditions agreed to (include as appropriate Air operations, base camp, food service, fire investigation, security, etc.) List cost share information in Item #11:

11. Fire Suppression COSTS will be divided between Agencies as described:

Cost Centers:	Agency:	Agency:	Agency:

12. Other conditions relative to this agreement (Notifications, incident information, etc):

13.

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

Exhibit G. Supplemental Fire Department Resources Template

NOT APPLICABLE IN ALASKA FOR 2015

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

- 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 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. Each Federal agency is responsible for submitting their own billings to FEMA for reimbursement, after the primary agency has reviewed their requests 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 Administrator or the (FEMA) Regional Administrator in the emergency or major disaster.
 - c) Cost of work, services, and materials procured under contract for the purposes of providing assistance directed by the (FEMA) Associate Administrator or the Regional Administrator.
 - 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 Administrator or the (FEMA) Regional Administrator 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:

 - 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 Administrator or the (FEMA) Regional Administrator 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 Administrator or the Regional Administrator.
- 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.

Other costs submitted by an agency with written justification or otherwise agreed to in writing by the (FEMA) Associate Administrator or the (FEMA) Regional Administrator and the agency.

Note: In order to meet FEMA’s policies regarding mission assignments and timely billing, all State and local resources dispatched to a FEMA incident under a valid state or local cooperative/interagency agreement must submit invoices for reimbursement no later than 90 days after control of the incident to the appropriate federal agency. Any invoices not submitted within this timeframe are subject to non-payment. Extensions beyond 90 days for invoice submittal must be presented in writing to the reimbursing agency. Annual Operating Plans will include contact information for written requests for extensions. Absent a written extension of time granted by the reimbursing agency, the final itemized bill must be submitted to the reimbursing agency within 90 days of the all hazard action.

- 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 (State/Tribe) receives its procurement authority from its own laws, and is therefore not subject to Federal procurement laws. Whenever the (State/Tribe) is responsible for the management of an incident (including an incident within the Direct Protection Area of a Federal Agency), the (State/Tribe) will comply with (State/Tribe) 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

Incident Billings:

- a. When (State/Tribe) is the supporting agency and the incident is **within** the (State/Tribe), the (State/Tribe) will bill the jurisdictional Federal Agency. When the (State/Tribe) is the supporting agency and the incident is **outside** the (State/Tribe)'s jurisdiction, the (State/Tribe) submits its billing to the Primary Federal Agency.
- b. Agencies will share their respective individual incident Resource Order numbers for cross referencing purposes, if requested.
- c. Billing Estimates/Timeframes: On incidents where costs are incurred pursuant to Annual Operating Plans, the billing Party shall submit a bill or estimate for reimbursement as soon as possible, but not later than **90** days after the incident is controlled. Extensions beyond **90** days for invoice submittal must be presented in writing to the reimbursing agency. Annual Operating Plans will include contact information for written requests for extensions. Absent a written extension of time granted by the reimbursing agency, the final itemized bill must be submitted to the reimbursing agency within **90** days of the **all hazard** action.
- d. For obligation purposes, the Federal Agencies will submit unpaid obligational figures to the (State/Tribe) by (to be determined by individual State/Tribe fiscal year). The (State/Tribe) 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.
- e. 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/Tribe) incident assistance may include administrative overhead, not to exceed the predetermined (State/Tribe) indirect cost rate negotiated annually with the cognizant Federal Agency for the (State/Tribe) (OMB Circular A-87).

8. Billing Addresses:

All bills for services provided to the (State/Tribe) will be mailed to the following address for payment:

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:

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

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

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

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

- 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.

Exhibit I. Stafford Act Glossary of Terms

When the following terms are used in the context of a Stafford Act response under this Agreement, or in the Annual 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.

Annual 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, which 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.

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, 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 on-scene 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 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 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 annual operating plans.

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

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

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.

Exhibit J. Acronyms

AFS	Bureau of Land Management, Alaska Fire Service
AICC	Alaska Interagency Coordination Center
AIMG	Alaska Interagency Mobilization Guide
AIWFMP	Alaska Interagency Wildland Fire Management Plan
AMAC	Alaska Multi-Agency Coordination Group
AMD	Aviation Management Directorate
AOP	Annual Operating Plan
AS	Alaska Statute
AWFCG	Alaska Wildland Fire Coordinating Group
BIA	DOI, Bureau of Indian Affairs
BLM	DOI, Bureau of Land Management
DCIA	Debt Collection Improvement Act of 1996
DEC	Alaska Department of Environmental Conservation
DHS	United States Department of Homeland Security
DM	DOI, Department Manual
DNR	State of Alaska, Department of Natural Resources
DOI	United States Department of the Interior
EFF	Emergency Fire Fighter
FEMA	DHS, Federal Emergency Management Agency
FMAGP	Fire Management Assistance Grant Program
FMO	Fire Management Officer
FOIA	Freedom of Information Act
FWS	DOI, Fish and Wildlife Service
GIS	Geographic Information System
IBMH	Incident Business Management Handbook
IMT	Incident Management Team
IRWIN	Integrated Reporting of Wildland-fire Information
JIC	Joint Information Center
MAC	Multi-Agency Coordination Group
MOU	Memorandum of Understanding
NIMS	National Incident Management System
NPS	DOI, National Park Service
NRF	National Response Framework

NWCG	National Wildfire Coordinating Group
RAWS	Remote Area Weather Station
ROSS	Resource Order and Statusing System
SLC	State Logistics Center
UFMP	Administrative Unit Fire Management Plan
USDA	United States Department of Agriculture
USFS	United States Department of Agriculture Forest Service
WFDSS	Wildland Fire Decision Support System