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. lb)

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: • 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:

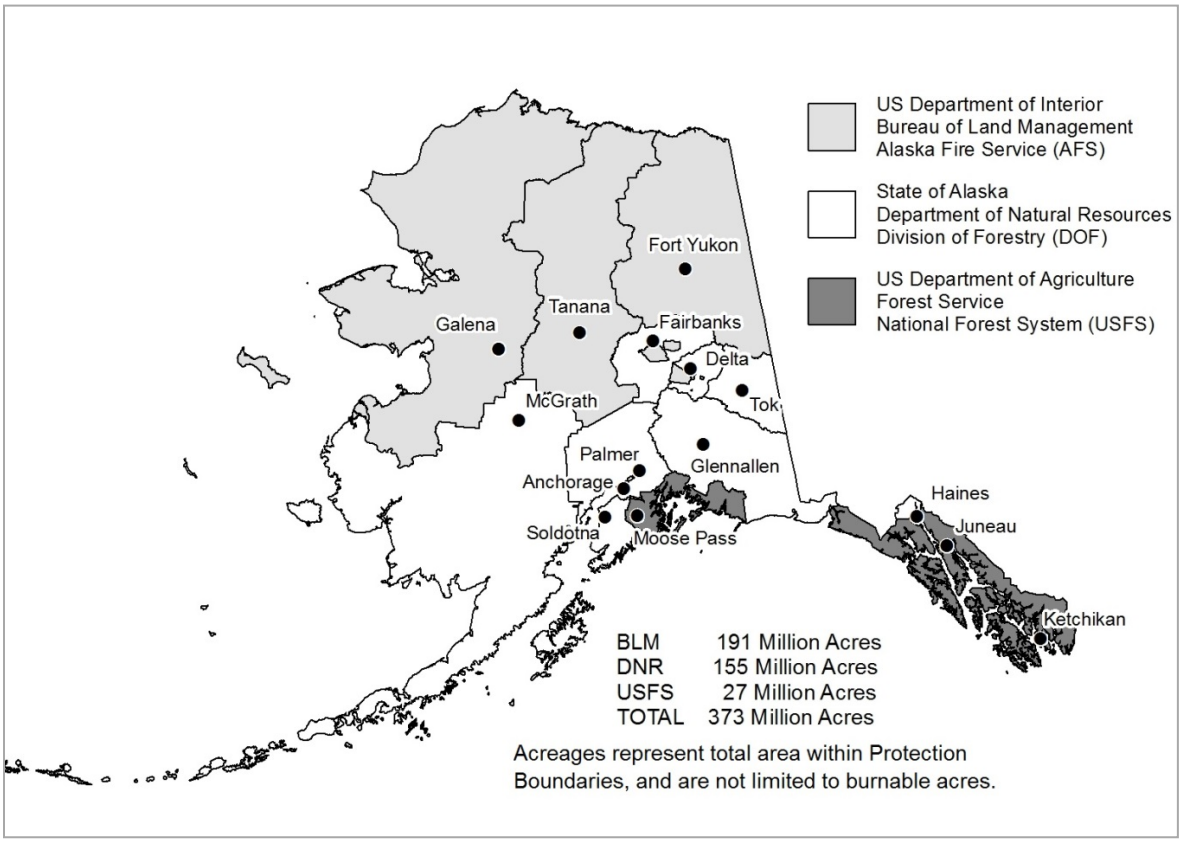
Jurisdictional and Protecting Agencies will review management option designations as defined in the *AIWFMP*. Changes are submitted through the AWFCG procedures found at http://fire.ak.blm.gov/administration/awfcg.php.

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 is 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, fusees, 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

Gerald Knox
BIA Contracting Officer

Date: 05/22/15

N/A - JBL
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

for FWS Contracting Officer

Date: 6/5/2015

Margaret H. Iki
NPS Contracting Officer

Date: 6/5/2015

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 (DOl) Alaska Fire Committee: This committee is comprised of regional fire management staff from the DOl agencies and is responsible for coordinating the DOl'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. 2016 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

Jason Dollard
Regional Fire Management Officer
Bureau of Indian Affairs
709 W. 9Th Street, Room 338A 25520
Juneau, AK 99801
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
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U. S. Fish & Wildlife Service
1011 East Tudor Rd. MS 238
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Work Phone: (907) 786-3497

Dan Warthin
Regional Fire Management Officer
National Park Service
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Anchorage, AK 99501
Work Phone: (907) 644-3409

Kevin Martin
Regional Director Fire, Fuels 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.

Group	***Title***	***Contact***	***Phone***
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	Tom Hudson Dean Brown	907-240-1208 907-269-8476
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	Steve Theisen	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 NPS RO (May – July detail) FWS Regional Office	Dan Warthin Jennifer Myslivy Doug Alexander	907-644-3409 907-644-3418 907-786-3497
Incident Information - Operational	Protecting Agencies Fire Information Office	AFS Elizabeth Ipsen 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 Regional Fire Management Officer	Jason Dollard Ed Morgan	907-586-7404 907-586-7315
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 & SE Area Forester	Robert Schmoll Greg Staunton	907-356-5850 907-225-3070
Notification of fires on Alaska Native and DOI lands in DNR Protection	AFS Military FMO (for TAS, DAS, FAS) AFS South Zone FMO (for SWS, KKS, MSS, CRS, HNS)	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
WFDSS Geographic Editors	FWS/AFS FWS (Alternate) NPS BLM DNR BIA BIA (Alternate)	Peter Butteri Doug Alexander Brian Sorbel Tom St Clair K.T. Pyne Jason Dollard Reeve Armstrong	907-356-5874 907-786-3497 907-644-3413 907-474-2226 907-356-5858 907-586-7404 720 484-3203
WFDSS Additional Agency-specific POCs	USFS DNR	Tom Hudson Judy Reese	907-743-9458 907-262-4124
When activated by AICC or agency, WFDSS Analysis Requests	DNR Fuels Specialist	Robert Ziel	907-356-5673 or 906-869-3355

ALASKA MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT

AND STAFFORD ACT RESPONSE AGREEMENT

EXHIBIT C:

2018 ALASKA STATEWIDE ANNUAL OPERATING PLAN

PREAMBLE

This *Alaska Statewide Annual Operating Plan (AOP)* is prepared pursuant to *the Master Cooperative Wildland Fire Management and Stafford Act Response Agreement*, hereinafter referred to as the *Master Agreement*, signed and dated in June 2015.

PURPOSE

This *Alaska Statewide AOP* is applicable to all signatory parties within the State of Alaska. It addresses issues affecting cooperation, interagency working relationships and protocols, financial arrangements, and joint activities. The *Alaska Interagency Mobilization Guide* (*AIMG*) and the *Alaska Interagency Wildland Fire Management Plan* (*AIWFMP*) are incorporated into this *AOP* by reference.

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PERIOD OF PERFORMANCE

1. COMMENCEMENT/EXPIRATION:

The term of this *Alaska Statewide AOP* shall commence on the dates Parties sign below and shall remain in effect for one year from that date or until replaced.

2. MODIFICATIONS:

Revisions or updates to this *Alaska Statewide AOP* are automatically incorporated into the *2015 Master Agreement* (https://fire.ak.blm.gov/administration/asma.php). Formal modification to the *Master Agreement* is not required for *AOP* revisions and updates to take effect.

3. TERMINATION:

Refer to *Master Agreement*.

4. ANNUAL REVIEW:

This *Alaska Statewide AOP* is reviewed annually, revised as needed, and signed by March 1. Master Agreement Exhibits are also reviewed and revised annually in conjunction with the AOP. The review will be scheduled and led by the Protecting Agencies and will include designated representatives of each of the signatories.

Other reviews will be conducted as needed or required by agency policy.

An After Action Review may be hosted by any Parties to this Agreement. The Interagency Fall Fire Review is scheduled annually to discuss issues and concerns.

5. PREVIOUS AOP SUPERSEDED:

This *2018 Alaska Statewide Annual Operating Plan* supersedes *the 2017Alaska Statewide Annual Operating Plan* as *Exhibit C* of the *Master Cooperative Wildland Fire Management and Stafford Act Response Agreement*.

RECITALS

1. INTERMINGLED OR ADJACENT LANDS:

Refer to *Master Agreement* (https://fire.ak.blm.gov/administration/asma.php).

2. PARTIES TO THIS AGREEMENT:

Refer to *Master Agreement* (https://fire.ak.blm.gov/administration/asma.php).

3. COORDINATED EFFORTS:

Refer to *Master Agreement* (https://fire.ak.blm.gov/administration/asma.php).

4. STATE RESOURCE AVAILABILITY:

Refer to *Master Agreement* (https://fire.ak.blm.gov/administration/asma.php).

5. FEDERAL RESOURCE AVAILABILITY:

Refer to *Master Agreement* (https://fire.ak.blm.gov/administration/asma.php).

6. NATIONAL INTERAGENCY AGREEMENT FOR WILDLAND FIRE MANAGEMENT:

Refer to *Master Agreement* (https://fire.ak.blm.gov/administration/asma.php).

7. LOCAL RESOURCE AVAILABILITY:

Refer to *Master Agreement* (https://fire.ak.blm.gov/administration/asma.php).

8. STAFFORD ACT RESPONSES:

Refer to *Master Agreement* (https://fire.ak.blm.gov/administration/asma.php).

9. RESPONSIBILITIES:

The Parties to this agreement are responsible for:

- Facilitating wildland fire management activities.
- Protecting the public, firefighters, and identified sites from wildfire.
- Providing opportunities to accomplish fire-related land-use and resource management objectives in a cost-efficient manner that is consistent with the policies of the United States Department of the Interior (DOI), the United States Department of Agriculture (USDA) and the Alaska DNR.

a. ALL PARTIES:

Because of their common interests, the Parties agree to the following:

1) The protection of human life is the single, overriding fire management priority. Setting additional priorities among protecting human communities and community infrastructure, other property and improvements, and natural and cultural resources will be done based on an evaluation of values to be protected, human health and safety, and the cost of protection.

2) All Parties will ensure their capability to provide safe, cost-effective fire management programs in support of land and resource management plans through appropriate planning, staffing, training, equipment, and management oversight.

3) All Parties will cooperate with each other, interested parties, and the public to prevent unauthorized ignition of wildfires.

4) All Parties will use compatible planning processes, training and qualification requirements, operational procedures, management option designations, and public education programs for all fire management activities.

5) All Parties will maintain membership in the Alaska Wildland Fire Coordinating Group (AWFCG). It is the responsibility of members to participate in the decision-making process and ensure their respective agencies are made aware of decisions that will affect them.

6) Agency administrators will ensure that their employees are trained, certified, and made available to participate in the wildland fire program locally, regionally, and nationally as the situation demands. Employees with operational, administrative, or other skills will support the wildland fire program.

7) As requested and based on availability of resources, any Party may provide assistance to another for planning and implementing prescribed fires and other fuels treatment projects.

8) All Parties will provide qualified personnel to participate in workgroups, committees, and training.

9) All Parties will support wildland fire research, identify research needs and priorities, provide personnel and logistical support for research projects, and assist with technology transfer and implementation of research results. (See **Clause 51.c**)

10) All Parties shall comply with statutes, laws, executive orders, and policies relating to nondiscrimination. These include, but are not limited to *Sections 119* and *504* of the *Rehabilitation Act of 1973 as amended*, which prohibits discrimination on the basis of race, color, religion, sex, age, national origin, marital status, familial status, sexual orientation, participation in any public assistance program, or disability. Pursuant to *41 CFR Ch. 60-1.4* all parties recognize that they are obliged to abide by and include the equal opportunity clause contained in the *Federal Executive Order 11246, Section 202*, in each of its government contracts, should there be contracts as a result of this agreement.

11) Issues or concerns between Jurisdictional and Protecting Agencies that are not resolvable at the local level should immediately be elevated to the appropriate Regional Fire Management Officer/Coordinator, the AFS Manager, the DNR Chief of Fire and Aviation, and/or the USFS R10 Fire Operations Specialist for discussion and adjudication. Lessons learned from this process should be included in the Interagency Fall Fire Review agenda.

b. JURISDICTIONAL AGENCIES:

Jurisdictional Agencies are responsible for all planning documents (i.e. land use, resource and fire management plans) for a unit's wildland fire and fuels management program. **Table 1** lists agencies with land management responsibilities in Alaska and their jurisdictions. **Attachment 5** describes jurisdictional responsibilities for the different types of Native lands in Alaska.

Table 1: Jurisdictional Agencies based on Ownership/Land Status

Jurisdictional Agency	*Ownership/Land Status*
Alaska Department of Natural Resources**	• **Alaska State managed lands including:** o State Parks, Forests, Mental Health, and other state lands o State Critical Habitat Areas, Range Areas, Refuges and Sanctuaries (joint w/Alaska Department of Fish and Game) o Lands "Tentatively Approved" for conveyance to the state o DNR lands permitted or leased to another entity † • **City, Borough and Municipality lands** • **Private fee simple lands**
Alaska Native Claims Settlement Act (ANCSA) Village and Regional Corporations (AFS may act as the Agency Administrator Representative, when necessary)	• **Patented or Interim Conveyed ANCSA Regional or Village Corporation lands** • **ANCSA lands permitted or leased to another entity †**
Bureau of Indian Affairs***	• **BIA managed lands including:** o Restricted Native Allotments (patented or certificated) o Annette Island Indian Reservation o Other federally-administered Indian trust lands
Bureau of Land Management	• **BLM managed lands including:** o National system of public lands as defined in Federal Land and Management Policy Act o National Conservation Areas o BLM Wild and Scenic Rivers o National Recreation Areas o National Petroleum Reserve-Alaska o BLM lands permitted or leased to another entity † o Native Allotment Applications (not yet patented or certificated) o ANCSA Regional or Village Corporation selected lands outside of National Parks, Wildlife Refuges, and Forests that are not conveyed o State selected lands outside of National Parks, Wildlife Refuges, and Forests that are not conveyed
National Park Service	• **NPS managed lands including:** o National Parks, Preserves, and Historical Parks o Aniakchak, Cape Krusenstern, & World War II Valor in the Pacific National Monuments o NPS Wild and Scenic Rivers o NPS lands permitted or leased to another entity † o ANCSA Regional or Village Corporation selected lands within National Parks, Preserves, Historical Parks, and Monuments that are not conveyed o State selected lands within National Parks, Preserves, Historical Parks, and Monuments that are not conveyed

Jurisdictional Agency	*Ownership/Land Status*
U.S. Fish and Wildlife Service	• **FWS managed lands including:** o National Wildlife Refuges o FWS Wild & Scenic Rivers o FWS lands permitted or leased to another entity † o ANCSA Regional or Village Corporation selected lands within National Wildlife Refuges that are not conveyed o State selected lands within National Wildlife Refuges that are not conveyed
U.S. Forest Service	• **USFS managed lands including:** o National Forests o Admiralty Island & Misty Fjords National Monuments o USFS lands permitted or leased to another entity † o ANCSA Regional or Village Corporation selected lands within National Forests that are not conveyed o State selected lands within National Forests that are not conveyed
Department of Defense Agencies* including: • U.S. Army • Missile Defense Agency • U.S. Air Force (USAF) • U.S. Navy	Each of these agencies is responsible for management of wildland fire on their own lands except where specific agreements exist.
Other Federal Agencies including (but not limited to): • U.S. Postal Service • U.S. Coast Guard • Federal Aviation Administration • General Services Administration • U.S. Public Health Service • National Oceanic and Atmospheric Administration	Each of these agencies is responsible for management of wildland fire on their own lands except where specific agreements exist. As of **March 2018,** there are no reimbursable arrangements in place beyond initial attack for lands in these jurisdictions.

* U.S. Army Alaska, Fort Wainwright Garrison (FWA) manages some lands in conjunction with the BLM. The AFS Military FMO works with FWA and BLM to determine Jurisdictional Agency for fires on these lands. As of March 2018 there are no reimbursable arrangements in place for military lands (including the Air Force or Army Corps of Engineers) outside of the Fort Wainwright Cantonment or lands co-managed with BLM.

**Under state statute, the State of Alaska, Department of Natural Resources, Division of Forestry maintains jurisdictional authority over private lands (excepting restricted Native Allotments, and Alaska Native Corporation lands conveyed under ANCSA). Private landowners may negotiate management option changes with the state.

***In some cases, BIA authority may be managed by a service contract provider. Jurisdictional authority for lands sold out of restricted status is based on the purchaser's status.

†Federal and state permits, leases, sales contracts and other documents that allow for private use of federal and state lands may contain information regarding wildfire protection levels and management option designation in the document or document's stipulations. Those designations are applicable to the lands and personal property located on those lands; the issuing jurisdictional agency is responsible for selecting the response management option.

Jurisdictional Agency Administrators will:

1) Ensure management actions taken by the Protecting Agency are compliant with unit plans and Jurisdictional Agency policy and are fiscally responsible.
2) Set strategic fire direction in Unit Fire Management Plans, WFDSS, and/or in the *AIWFMP*. Ensure *AIWFMP* management option designations are appropriate and reviewed annually. Identify general restrictions and constraints on their administrative units. Management option change procedures are addressed in the *AIWFMP*.
3) Annually review infrastructure, cultural sites, and natural resource areas within jurisdictional boundaries, and provide direction to the Protecting Agencies regarding protection priorities. Ensure that *AIWFMP* management options reflect these priorities, and that specific sites are included in the Alaska Known Sites Database when appropriate. (See **Clause 51.b.2)**.
4) Approve non-standard responses as defined in *AIWFMP* and record in an approved decision document.
5) Work collaboratively with Protecting Agency and other affected Jurisdictional Agencies and provide objectives and constraints to ensure land and resource management objectives are met and documented during the decision support process.
6) Assist with the development of incident decision documents, approve decisions, and complete periodic assessments that meet timeframes established in WFDSS.
7) Develop and jointly sign a Delegation of Authority to implement the Course of Action and Incident Objective(s) defined in the decision document when incident complexity is Type 3 and above.
8) Notify Protecting Agency of any special resource concerns. Assign, as the incident complexity warrants, an Agency Representative and/or Resource Advisor. BIA service contractor providers may serve as Resource Advisors for Native Allotments.
9) Participate in IMT meetings to discuss local issues, personnel, and facilities and establish a formal recognition of agency roles.
10) Collaborate with Protecting Agencies and IMTs regarding media releases.
11) Participate in IMT closeouts and contribute to the written evaluation of IMT performance in the implementation of the direction contained in the Delegation of Authority.
12) Investigate and pursue all legal actions that are deemed necessary for human-caused fires according to agency policy.
13) Provide written repair standards for wildfire suppression activity damage. Ensure suppression activities damage repair is completed satisfactorily by the Protecting Agency.
14) Determine the need for, develop, and manage Emergency Stabilization and Burned Area Rehabilitation activities.
15) Manage fire prevention and education programs.
16) Manage vegetation through hazardous fuels and habitat improvement programs.
17) Manage fire closure/restriction programs for agency lands and coordinate with interagency partners.

18) Keep Protecting Agency FMOs up to date on local invasive species issues and work with them to develop controls designed to prevent spread resulting from fire management activities.

19) Collaborate with Protecting Agency to analyze the appropriate management organization for an incident.

c. PROTECTING AGENCIES:

The Protecting Agencies in Alaska are the DNR, the BLM-AFS, and the USFS.

Protecting Agencies maintain and operate wildfire suppression organizations in Alaska with the primary intention of providing safe, cost-effective suppression services and minimizing unnecessary duplication of suppression systems. Suppression services include all management actions intended to protect identified values from a fire, extinguish a fire, or alter a fire's direction of spread. Management actions for the protection of identified values include, but are not limited to, surveillance, mapping, and on-site actions.

The Protecting Agencies will:

1) Implement the initial response to an incident, and notify the appropriate Jurisdictional Agency(ies) of any fire detected on or threatening agency lands in accordance with the *AIWFMP*.

2) Provide the operational control for suppression services in support of the Jurisdictional Agency's mission.

3) Provide fire detection coverage based on levels of lightning activity and human use, or at a Jurisdictional Agency's request.

4) Determine and document the location, management option, and cause of each incident.

5) Ensure that new fires are initiated in the dispatch system, and that the data are correctly exchanged with the Wildland Fire Decision Support System (WFDSS) through the Integrated Reporting of Wildland Fire Information (IRWIN) data exchange environment.

6) Collaborate with Jurisdictional Agency(ies) to analyze the appropriate management organization for an incident.

7) Assign an Incident Commander and an appropriate sized management organization for initial and extended responses.

8) Develop and jointly sign a Delegation of Authority to implement the decision document when the incident complexity is Type 3 or greater.

9) Provide supervision and support including oversight, direction, and logistical support for all wildfires.

10) Assign a Protecting Agency liaison to out-of-state IMT's.

11) Conduct initial IMT briefings - include representatives from affected Jurisdictional Agencies.

12) Conduct IMT closeouts and compile IMT evaluations, notes from the closeout, and the Incident Summary and forward to the Protecting Agencies' Chief of Fire Operations, affected Jurisdictional Agency(ies) and the AWFCG Chair and Executive Assistant.

13) Track incident costs and provide daily cost estimates to other Protecting and Jurisdictional Agencies.

14) Complete wildfire suppression activities damage repair in accordance with approved suppression repair plans in collaboration with the Jurisdictional Agency(ies). Ensure Jurisdictional Agency(ies) are informed of progress.

15) Keep Jurisdictional Agencies up to date on invasive species issues and work with them to develop controls designed to prevent spread resulting from fire management activities.

16) Fulfill interagency reporting requirements as directed in the AIMG and provide AICC with final fire reports for archiving and distribution to the affected Jurisdictional Agencies as described in **Clause 51.b.3)**. Submit fire acreage and perimeter data for display on the AICC website using AWFCG Geographic Information System (GIS) Committee protocols. Perimeters will be submitted for fires that escape initial attack in Full and Critical Management Option areas, and for all fires ten acres or greater. Submissions will include periodic acreage and perimeters for ongoing incidents as negotiated with the Jurisdictional Agency, and a final acreage and fire perimeter dataset for inclusion with the final fire report and the GIS Fire History dataset. Collaborate with Jurisdictional Agencies to acquire and validate data.

17) Provide fire surveillance updates including latest perimeter maps for ongoing fires as negotiated (i.e. every five days or defined within WFDSS) with the Jurisdictional Agencies.

18) Provide Jurisdictional Agencies with updated information on infrastructure and other sites collected during fire management actions in order to help ensure that the Alaska Known Sites Database is current. (See **Clause 51.b.2)**.

19) Provide wildland fire management related training to Jurisdictional and other Protecting Agencies employees, including emergency fire fighters, based on needs and available training space.

20) Collaborate with Jurisdictional Agencies and IMTs on media releases that provide fire statistics and on-going suppression/management actions on fires. Questions regarding Jurisdictional Agency policy or actions will be referred to the appropriate Jurisdictional Agency.

21) Communicate annual step-up and draw down plans to Jurisdictional Agencies. Discuss when resource levels and/or fire conditions have triggered step-up or draw down plans during daily tactical meeting.

22) Comply with Alaska Department of Fish and Game (ADF&G) stream-crossing permit requirements where necessary.

23) Ensure suppression operations comply with all ADF&G water-withdrawal permit requirements.

24) Complete prescribed fire reporting requirements for inclusion in daily GACC and National reporting systems.

d. SUPPORTING AGENCIES:

Refer to *Master Agreement* (https://fire.ak.blm.gov/administration/asma.php).

INTERAGENCY COOPERATION

10. COORDINATING GROUPS:

The AWFCG is responsible to review and update, as warranted, the *Alaska Interagency Wildland Fire Management Plan (AIWFMP)*. That plan and its appendices are available in Appendix B of the *Alaska Agency Administrator's Guide* (https://fire.ak.blm.gov/administration/aaguide.php).

The *AIWFMP* is incorporated by reference into this *Statewide AOP*. Its purpose is to promote a cooperative, consistent, cost-effective, interagency approach to wildland fire management and it is the interagency reference for wildfire operational information. It specifies direction for the response to a wildfire that is based on the management option designation and provides guidelines to Jurisdictional and Protecting Agencies for decision support direction as the complexity of a wildfire increases.

11. NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS):

Refer to *Master Agreement* (https://fire.ak.blm.gov/administration/asma.php).

12. ANNUAL OPERATING PLANS:

Zone/Area/Forest/local Jurisdictional Units AOPs may be developed and incorporated as attachments to this *AOP*. The format for all AOPs between parties who are signatory to the *Master Agreement* should be similar to this *Statewide AOP* and address local operating procedures. Signed AOPs should be submitted annually no later than May 1 to agency representatives listed below in **Clause 58**; USFS AOPs should be submitted to the Region 6/10 Incident Business Coordinator. AOPs are valid until a new AOP is signed and submitted.

13. INTERAGENCY FIRE DISPATCH CENTERS:

Interagency Fire Dispatch Centers by Protecting Agency are listed below in **Table 2.**

a. STAFFING

The interagency fire dispatch centers are staffed, funded, and supported by the Protecting Agencies responsible for the Zone, Area, or Forest in which they are located (**Table 2**)

Between May 1 and August 15, most interagency fire dispatch centers operate from 08:00 to 18:00 hours, seven days per week. Galena and Southwest Area are exceptions to the aforementioned dates. Protecting Agencies may choose to staff interagency fire dispatch centers beyond these dates if needed. Center hours will be extended as necessary. All interagency fire dispatch centers will have an after-hours and off season contact protocol identified in their dispatch plan.

Table 2: Alaska Dispatch Centers

Dispatch Center	*Location*	*Managing Agency*
Alaska Interagency Coordination Center	Fort Wainwright	BLM/AFS
State Logistics Center	Fairbanks	DNR
Anchorage Interagency Dispatch Center*	Anchorage	BLM
Upper Yukon / Tanana / Military Zone Dispatch Center	Fort Wainwright	BLM/AFS
Galena Zone Dispatch	Galena	BLM/AFS
Delta Area Dispatch	Delta Junction	DNR
Fairbanks Area Dispatch	Fairbanks	DNR
Kenai Interagency Dispatch Center	Soldotna	DNR
Mat-Su Area Dispatch	Palmer	DNR
Southwest (McGrath) Dispatch	McGrath	DNR
Tok Area Dispatch	Tok	DNR
Valdez-Copper River Area Dispatch	Glennallen	DNR
Chugach National Forest Dispatch	Anchorage	USFS
Tongass National Forest Dispatch	Ketchikan	USFS

*AICC serves as the dispatch center for AFS South Zone resources; Anchorage Interagency Dispatch Center (AIDC) (formerly a part of "AFS South Zone"), located in Anchorage, serves as the statewide dispatch center for resource aviation operations and does not function as a fire dispatch.

b. Resource Orders

Federal agencies work under a three-tier dispatch system. Orders flow from local dispatch centers to the AICC), then to the National Interagency Coordination Center (NICC). DNR dispatch works under a four-tier dispatch system; resource orders are placed from the area dispatch centers to the State Logistics Center (SLC); if SLC is unable to fill the resource request, the resource order is placed by SLC to AICC who, if unable to fill, places the order to NICC. Reference the AIMG for more specific information.

Resource orders for the Jurisdictional Agencies will be processed through their local Protecting Agency interagency fire dispatch center with the exception of DOI regional office orders that are processed by AICC.

Employees performing virtual (off-site i.e. Fire Behavior Analyst) incident assignments will be ordered through the standard dispatch ordering system. A charge code will be provided on the resource order. In the event that the employee is ordered to support multiple incidents or to work with a decision support center supporting multiple incidents, the employee will be provided multiple incident charge codes or a fire support code by the ordering unit or incident supervisor. See *NWCG Memo #13-2011* (http://www.nwcg.gov/sites/default/files/memos/eb-m-11-013.pdf).

Alaska personnel on their home unit and acting within the scope of their authority may charge to an incident without being assigned through a resource order.

14. ALASKA INTERAGENCY COORDINATION CENTER:

The AICC is the Geographic Area Coordination Center (GACC) and serves as the focal point for statewide tactical resource coordination, resource mobilization, logistics support, and predictive services for all state and federal agencies involved in wildland fire management and suppression in Alaska. AICC is located at the AFS facilities in Fairbanks; AFS provides office space and furniture, office equipment and supplies, and telecommunications, computers, network access and support to the GACC. AFS bills costs associated with these items to DNR in the Annual Fixed Costs Bill for Collection. Positions are staffed and funded by the employing agency as shown in **Table 3**.

Table 3: AICC Staffing and Funding 2018

Position	*Agency*	*Funded By*
Center Manager **Assistant Center Manager**	AFS USFS	AFS USFS/AFS
Logistics Coordinator	DNR	DNR
Intelligence Coordinator	DNR	DNR
Fire Weather Program Manager (job shared position)	NPS	NPS
Fire Behavior Specialist	AFS	AFS
Tactical Resources Coordinator	AFS	AFS
Logistics Dispatchers • **Overhead (2)** • **Aircraft (2)** • **Equipment (1)**	AFS	AFS
Intelligence Dispatchers (1)	AFS	AFS
Tactical Resources Dispatchers (3)	AFS	AFS

a. ALASKA INTERAGENCY MOBILIZATION GUIDE (AIMG)

The *AIMG* is a component of this Statewide AOP by reference. It is published annually by April 1, and is the reference guide for interagency mobilization. All changes should be submitted to AICC by March 1 using the Mobilization Guide Change Request Form (https://fire.ak.blm.gov/logdisp/aimg.php).

b. AICC WEBSITE

The AICC website (https://fire.ak.blm.gov/) is a comprehensive source of fire-related information. Website links to documents, webpages, and data include, but are not limited to Alaska and National situation reports and preparedness levels, current and historical fire map products and data, media releases, planned prescribed fires, incident management team and crew information and rotation lists, current weather forecasts, weather station data, Alaska fire and fuels information, and fire potential outlooks.

c. INTERNAL MOVEMENT OF JURISDICTIONAL AGENCY RESOURCES

Internal Jurisdictional Agency mobilization of agency resources within Alaska and to/from the Lower 48 is at the discretion and cost of that agency. These internal movements may be accomplished without the use or notification of AICC. However, use of standard dispatching procedures is recommended to facilitate tracking of resource use and availability while in Alaska.

If agency resources are charging to a fire code, use of ROSS and coordination with the Protecting Agency FMO is required with the exception of personnel on their home unit and acting within the scope of their authority. Charges included in cross billing must be supported by agency-approved documentation (resource orders, travel vouchers, OF-288, etc.).

15. INTERAGENCY RESOURCES:

Reference the AIMG for types, procedures, and protocols. All agencies' assigned personnel will function under the receiving agency's health, safety, and air operations procedural policies unless the sending agency's policies are more stringent, in which case the more stringent policies will be followed. When safety issues, concerns, or questions develop, agency subject matter experts will be contacted for resolution.

a. AVAILABILITY

During the fire season, as necessary, each Jurisdictional and Protecting Agency will determine what resources are available for initial response and/or incident assignments, notify the local Protecting Agency FMO, and status in ROSS. This information will be provided by the Protecting Agency FMOs to their representatives for the Daily Statewide Tactical Meeting. Area/Zone/Forest resource availability will be managed within the local Area/Zone/Forest.

b. STATEWIDE SHARED TACTICAL RESOURCES

Statewide-shared tactical resources include smokejumpers, aerial supervision modules, air attack, lead planes, and airtankers. The protocols for requesting and use of these resources are identified in the *AIMG*.

Requests for extended and weekend staffing will be processed by AICC and costs will be allocated to the agency making the request. These costs and the resulting support costs are included in the Bill for Collection for Suppression and Non-specific Suppression Support.

c. *STRATEGIC ALLOCATION OF TACTICAL RESOURCES*

During the fire season, as necessary, daily meetings include the DNR Statewide Preposition Conference Call, the AFS Tactical Meeting, the Daily Statewide Tactical Meeting, the Statewide Weather Briefing, and Area/Zone/Forest briefings. Each Protecting Agency will decide which resources will be made available for standby, pre-positioning, or commitment to an incident. The USFS Regional Fire Specialist will be the focal point for USFS resources. During the Daily Statewide Tactical Meeting (routinely attended by the DNR Fire Operations Forester, the AFS Chief, Division of Fire Operations, and the AICC Manager), the initial distribution of resources will be made. The location and status of the statewide-shared tactical resources will be conveyed to the Agencies and Interagency Fire Dispatch Centers via the teletype, the Daily Statewide Tactical Meeting, and/or Integrated Fire Management (IFM).

Considerations for resource distribution include:

- Use of all available in-state resources
- Ordering of additional resources from the Lower 48 or Canada
- Alaska and National Preparedness Levels
- Severity funding requests both agency-specific and interagency
- Draw-down and Step-up plans

Once the distribution of resources has been established, the priority for dispatch of these statewide tactical resources will be based on protection priorities as established in the *AIWFMP*. Strategic resource decisions determined by the Daily Statewide Tactical Meeting will be communicated to the Agencies and the Interagency Fire Dispatch Centers via the teletype and/or IFM.

d. *RESOURCE ALLOCATION PRIORITIES*

Under Alaska Preparedness Levels 1-3, the Protecting Agencies' fire operation leads set resource allocation priorities and preparedness levels; under Preparedness Levels 4 and 5, the Alaska Multi-agency Coordinating Group (AMAC) approves those priorities. Reference the *AMAC Handbook* (https://fire.ak.blm.gov/administration/mac.php) and Alaska Preparedness Levels in the *AIMG* (https://fire.ak.blm.gov/logdisp/aimg.php).

e. *MUTUAL SUPPORT*

The Protecting Agencies may request tactical resources from each other for initial response without processing a Resource Order. OF-288 time sheets will be completed and signed before tactical and/or support resources are released. If this is not possible, teletype or email approval of hours worked is acceptable. Jurisdictional Agency resources may respond based on a verbal request from the Protecting Agency but follow-up documentation including a Resource Order and approved Time Report is required.

Any non-Stafford Act, non-fire response request requires a Reimbursable Agreement be in place prior to filling a request. For the Department of the Interior Agencies see the 2014 U.S. Department of the Interior Memorandum of Agreement for Intra-Agency Support during Emergency Incidents (https://www.doi.gov/sites/doi.gov/files/migrated/emergency/upload/DOI-MOA-post-surname-FINAL-14JAN14.pdf).

f. EXTENDED STAFFING REQUESTS

All requests for extended staffing must be approved and a charge/reimbursable code assigned by the Protecting Agency FMO. The use of local Jurisdictional or Protecting Agency resources will be documented at the local dispatch level to support overtime authorizations and billing procedures and be provided to the regional fire management offices. A Resource Order is required for extended staffing by Jurisdictional Agency resources to support cost recovery billing by the Jurisdictional Agency (see **Clauses 38** and **46.f**).

g. SUPPLEMENTAL RESOURCE REQUESTS

Cost incurred for supplemental resource request mobilizations and assignments will be apportioned as decided at the Daily Statewide Tactical Meeting and included in the Bill for Collection for Suppression and Non-Specific Suppression Support. Any cost sharing for these supplemental resources will be documented on the Resource Orders through AICC (e.g., sharing a booster load of Smokejumpers between DNR and AFS, GACC Support, MAC Support).

h. SEVERITY FUNDING REQUESTS

Federal severity funding may be used to temporarily increase or extend seasonal firefighting staff and resources; provide for extended use of aircraft; additional aircraft and resources; and pay for standby and increased fire prevention activities. Additional information regarding federal severity funding is available from the National Interagency Fire Center (https://www.nifc.gov/policies/pol_severity_funding.html).

i. FIRE MEDIC PROGRAM

The Fire Medic Program is managed by the DNR Division of Forestry Safety Officer, and the AFS Safety and Occupational Health Specialist who serves as the program's Fire Medic Coordinator. The physician sponsor is the Medical Director of the program. The program's managing documents are the *Alaska Interagency Wildland Fire Medic Policy* and its appendices, including the Program's *Standard Operating Guidelines*. See the *AIMG* for Fire Medic ordering procedures. DNR provides the administrative support to process all hiring, payroll, worker's compensation, travel and other miscellaneous expenses associated with EFF Medics on fire assignments. AFS funds the Fire Medic Coordinator and is responsible for the program's management and operations.

The costs incurred for pre-season orientation training for Fire Medics (not including EFF wages) are divided equally between AFS and DNR. Pre-season replacement of expired kit items and restocking during the fire season are charged to individual incidents, when possible. When replacement costs are not charged to incidents, they are divided equally between AFS and DNR. Fire Medic expenses incurred on incident assignments are charged to that incident. The reimbursable costs for the Fire Medic Program are included in the Suppression and Non-Specific Support Bill for Collection. A complete cost accounting of the fire medic program including overhead, supplies, and training for non-incident related expenses will be provided to all agencies by September 30.

j. TYPE 2 EFF CREW MOBILIZATION

Type 2 EFF crews are managed as defined in the *Alaska Emergency Firefighter Type 2 Crew Management Guide* (https://fire.ak.blm.gov/logdisp/crews.php).

Mobilization of Type 2 EFF crews to the Lower 48 is an Alaskan priority. Parties to this Agreement will provide their resources for assignments as Crew Representatives, Interagency Resource Representatives, and Crew Administrative Representative.

k. INTERAGENCY AND AGENCY CREWS

Type 1, Type 2IA, and Type 2 interagency or agency crews will be used as available. By June 1, all Type 1 and Type 2IA crews should complete their annual training and/or certification requirements. For Type 1 crew certification requirements, reference the *Standards for Interagency Hot Shot Crew Operations* (https://www.fs.fed.us/fire/people/hotshots/ihc_stds.pdf); Type 2IA crews will meet *Interagency Standard for Fire and Fire Aviation Operations* (https://www.nifc.gov/policies/pol_ref_redbook.html) standards. See the *AIMG* for ordering procedures.

l. NATIONAL GUARD

The DNR will establish contacts and necessary agreements for National Guard assistance. All requests for National Guard resources will be processed by SLC.

m. NON-DNR STATE OF ALASKA RESOURCES

DNR will process requests for State of Alaska employees and ensure that reimbursable services agreements are in place. Costs are reimbursable to DNR and included with the Suppression and Non-Specific Suppression Support billings.

n. NON-NWCG FEDERAL AGENCY RESOURCES

AFS will process requests for non-NWCG Federal Agency employees and ensure that reimbursable services agreements are in place. Costs are reimbursable to AFS and included with the Suppression and Non-Specific Suppression Support billings.

o. ALASKA ORIENTATION BRIEFING

Lower 48 resources filling Resource Order requests for incident assignments in Alaska will have an Alaska Orientation Briefing package made available to them prior to deployment to Alaska.

p. MISCELLANEOUS ASSISTANCE

Agencies are accountable for tracking the expenditures charged for these activities. Where separate reimbursable agreements are necessary, establishing reimbursable agreements and charge codes pre-season is encouraged. Costs associated with this clause that are eligible for reimbursement using a Bill for Collection may be totaled and included as a separate line item in the Annual Fixed Costs billing. Each bill is subject to audit.

1) Meals and Lodging

AFS has lodging and dining facilities available on Fort Wainwright and in Galena. DOF operates a dining hall in McGrath.

Personnel filling fire Resource Orders are subsisted and sign for meals and lodging using an assigned charge code.

Personnel without fire resource orders using reimbursable agreements for meals or lodging must ensure that their agency has a reimbursable agreement and accompanying charge code in place prior to arrival.

Personnel intending to use a credit card for lodging expenses must confirm prior to arrival that their credit card will be accepted at the facility. Credit cards may be accepted for lodging at the AFS barracks on Fort Wainwright and Galena; credit cards are not accepted at AFS facilities for meals.

Personnel on resource orders will be given priority for lodging. Lodging for agency personnel not on a Resource Order is available on a case-by-case basis.

Cash is accepted at the AFS Barracks and AFS Dining Hall on Fort Wainwright. Barracks rates and cash meal prices are set annually.

2) AFS Facilities on Fort Wainwright

AFS provides office space and furniture, office equipment and supplies, telecommunications, computers, network access and support. Refer to **Attachment 1: Annual Fixed Costs.**

3) McGrath Facilities

The DNR is authorized to use the BLM's McGrath facilities and property as a fire preparedness facility and is billed for the maintenance of those facilities. A reimbursable code between AFS and DOF will be established prior to fire season.

16. STATE-TO-STATE RESPONSE:

Refer to **Clause 46** in this AOP, *Master Agreement Clause 16*, and *Exhibit D: Reimbursable Billings and Payments*.

17. 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. When safety issues, concerns, or questions develop, an Agency subject matter expert will be contacted for resolution.

The hiring or employing agencies are responsible for ensuring that local government or structure fire department personnel utilized on wildland fires are trained and qualified according to one or more of the following standards:

- *National Interagency Incident Management System Wildland Fire Qualification Guide* (National Wildland Fire Coordinating Group Publication 310-1), (https://www.nwcg.gov/publications/310-1)
- *Forest Service Fire and Aviation Management Qualifications Guide*, (USFS), (https://www.fs.fed.us/fire/publications/)
- *Wildland Training for Structural Firefighters*, (U.S. Fire Administration), (https://www.usfa.fema.gov/wui_toolkit/wui_training.html).

Each agency will provide coordination and payment of personnel and equipment, as needed, when local government or structure fire department resources are required within their respective Protection Areas. These costs may be reimbursable per terms of local agreements. Personnel and equipment of these departments will be utilized only in their areas of specialized expertise, jurisdiction, and qualification. Additional guidance is contained in the *AIMG*, the *AIWFMP*, and the *Interagency Standard for Fire and Fire Aviation Operations* (https://www.nifc.gov/policies/pol_ref_redbook.html).

PREPAREDNESS

18. PROTECTION PLANNING:

The Jurisdictional Agencies are responsible for setting the strategic fire direction.

Table 4: Due Dates and Protection Planning Tasks

Due Date	*Protection Planning Task*
December AWFCG Meeting	• AWFCG selects or affirms the Alaska Type 1 & 2 Incident Commanders for the upcoming fire season. (AWFCG SOP)
January AWFCG Meeting	• AWFCG review and update of AIWFMP. (AWFCG SOP) • Teletype hub at AFS is operational year round. (**Clause 43.c**) • Integrated Fire Management (IFM) system is operational year round. (**Clause 43.c**)
January 6	• ICAP Applications for Type 1 & 2 IMT members are due. IMT nomination procedures are located on the AICC Overhead page (https://fire.ak.blm.gov/logdisp/overhead.php/) under Logistics and Dispatch.
January 15	• Deadline for submitting ownership data to AFS GIS for inclusion in Alaska Wildland Fire Jurisdictions product.
Month of February	• AWFCG Operations Committee and Incident Commanders (Type 1&2) select IMT members, Trainees and Apprentices.
February 15	• Updated Federal and State of Alaska Geographic Area Supplements available with rates for Emergency Equipment Rental Agreements for upcoming fire season. (**Clause 39.c**).
March 1	• Deadline for submitting AIWFMP Management Option designation changes to AFS Fire Planners and AFS GIS per the Management Option Change Procedures available on the AWFCG webpage (https://fire.ak.blm.gov/administration/awfcg.php) under C. Documents. • Deadline for submitting protection area boundary changes to AFS Fire Planners and AFS GIS. (**Clause 18**) • Deadline for submitting fire perimeter updates to AFS GIS. (**Clause 51.b)** • Master Agreement reviewed; Alaska Statewide AOP updated by the signatories to this Agreement and signed by regional and statewide fire staffs. (**Clause 4**) • AIWFMP Annual Review completed • AIMG changes submitted to AICC. (**Clause 14.a**)
March 15	• Strategic Objectives and Management Requirements for each unit updated in WFDSS • IFM system annual updates completed • DNR desired RAWS operational dates to AFS (**Clause 44**)
April 1	• AIMG changes Completed. **(Clause 14.a)** • Historic Fire Perimeter file updated with prior year data and available from AFS (**Clause 51.b.1)** • Management Option data updated and available from AFS. (**Clause 0**) • Review existing known sites information and incorporate new sites into the Alaska Known Sites Database. • Alaska Wildland Fire Jurisdictions product updated and available from AFS for current year.

Due Date	*Protection Planning Task*
April 1- Aug 31	• Official State of Alaska Fire Season. • State Burning Permits required **(Clause 24)** • Principle operating period for Alaska Fire Weather Program (**Clause 44.b**)
April – 1st week	• IMTs, Agency Administrators and Fire Management Officers Spring Meeting. Alaska Team Standard Operating Guide finalized this week.
April 15	• DNR and AFS exchange information on their fueling services and vendors available for aircraft operations. (**Clause 45**)
May 1	• Area/Zone/Forest AOPs completed, reviewed, and signed, as needed. • DNR provides the list of aircraft that will routinely operate on AFS ramp on Ft. Wainwright to AFS Aviation. (**Clause 45**)
May 1 – Aug 15	• Dispatch Centers staffed 0800-1800 7 days per week with the exception of Galena and Southwest Area (**Clause 13.a**)
May 20	• Lightning Detection Network operational.
June 1	• All Alaska Type 1 and Type 2 IA crews have completed their annual training and/or certification requirements. (**Clause 15.j**)
October 2nd week	• Interagency Fall Fire Review (AWFCG SOP) • Type 1&2 Incident Commander ICAP applications are due. (IMT Application & Selection Process) • Initiate AOP & AIWFMP review process

19. Protection Areas and Management Option Boundaries:

Fire Protection Area and Management Option boundaries are maintained in the Digital Atlas for Alaska Wildland Fire Management Geospatial Data (See **Clause 51.b.2)**).

Protection Area boundary change procedures are described below in **Clause 51.b.2)c** and in **Attachment 3.**

Management Option change procedures are described in the AIWFMP.

20. Methods of Fire Protection and Suppression:

The Protecting Agencies will provide fire detection coverage based on levels of lightning activity and human use or at the Jurisdictional Agency's request.

Upon discovery, the Protecting Agency is responsible to determine, verify and document the incident location, the Jurisdictional Agency, management option, and cause, and implement the initial response. Notification procedures are addressed in the *AIWFMP* and **Clause 28** of this AOP.

21. Joint Projects and Project Plans:

Joint plans will be completed in accordance with agency policies. Costs allocations will be agreed upon and documented in the project plan.

Joint DNR-AFS project expenses are reimbursable; a project code will be assigned and used to track costs and expenses. These costs may be included in the bill for collection for Suppression or Non-Specific Suppression Support.

For DNR, DOI agencies or USFS projects, a reimbursable agreement, bill of collection, or a purchase request/order citing this agreement is to be used. (See *Master Agreement Exhibit E* for format)

Additional guidance for the federal agencies is contained in the *Interagency Standard for Fire and Fire Aviation Operations* (https://www.nifc.gov/policies/pol_ref_redbook.html) under Federal Agencies Assistance in the Fuels Management Chapter.

22. FIRE PREVENTION:

Fire prevention programs are agency-specific; communication, collaboration and cooperation among the agencies are encouraged. The AWFCG Wildland Fire Prevention and Education Committee provides an interagency forum for addressing statewide prevention issues. Alaska prevention brochures including Alaska Firewise and other educational materials are available on the AWFCG Committees webpage (https://fire.ak.blm.gov/administration/awfcg_committees.php).

23. PUBLIC USE RESTRICTIONS:

It is recognized that Jurisdictional Agencies in Alaska have varying authorities, terminology, and processes for issuing burn restrictions, suspensions, and/or closures. It is in the interest of all parties to this AOP to coordinate these actions closely in order to avoid providing the public with confusing and/or conflicting information.

Jurisdictional burn restrictions, suspensions, and/or closures should be posted to the Alaska Wildland Fire Information webpage (http://www.akfireinfo.com) to ensure that the public, as well as the Protecting Agency Public Affairs offices, are kept fully informed. When the AMAC is active, they may suggest and help coordinate the implementation of fire restrictions, suspensions, and closures.

a. FEDERAL RESTRICTIONS & CLOSURES

Federal Agency Administrators have the authority to restrict activity on federal lands within their jurisdiction in several ways, including:

- Restricting fire use in back-country (e.g., no cooking or warming fires outside developed sites);
- Restricting public use activities (e.g., back-country access, cancellation of permits, smoking restrictions);
- Restricting agency operations or contract activities (e.g., halting construction, blasting, chain saw use); and
- Totally or partially closing Agency lands to the public.

The extent of these federal restrictions/closures is limited by the jurisdictional authority of the issuer; they do not apply to private inholdings or adjacent non-federal or private lands.

b. STATE BURN PERMIT SUSPENSIONS AND BURN CLOSURES

Division of Forestry burn permit suspensions and burn closures are defined by State statute. They apply on State, borough, municipal, city, and private lands. Burn permit suspensions are typically issued for a Protection Area or portion thereof. State burn closures are issued by the Commissioner of Natural Resources or State Forester and require public notice to establish and rescind. Burn closures may apply to one or more ADF&G Game Management Units (http://www.adfg.alaska.gov/index.cfm?adfg=huntingmaps.alaskamaps) Additional information is available from the DNR Burn Permit webpage (https://dnr.alaska.gov/burn/).

c. OTHER RESTRICTIONS

Boroughs, municipalities and cities have the authority to restrict or close burning on their lands separate from State restrictions.

The Alaska Department of Environmental Conservation (ADEC) has the authority as specified in State statute (*18 AAC 50.065*) to call an air quality episode if the ambient air quality is expected to exceed the National Ambient Air Quality Standards (NAAQS). In the event that an air quality alert is issued, open burning is also prohibited. Beyond that, open burning is prohibited between November 1and March 31 in the wood smoke control and nonattainment areas in the Mendenhall Valley and Fairbanks North Star Borough. Additional information is available from the ADEC website (http://dec.alaska.gov/air/ap/Burn_infor.htm).

24. BURNING PERMITS:

All open burning, regardless of permit requirements, is subject year-round to State laws and regulations pertaining to burning practices (*Alaska Statute 41.15.010-41.15-170 and 11 AAC95 Article 6*). Penalties may apply for unsafe burning. Boroughs and municipalities may enforce additional, more stringent burning requirements within their boundaries.

a. DEBRIS BURNING

Permits are required to burn debris piles, mowed lawns, and fields of grasses or brush on State, private, or municipal lands during the fire season (April 1 to August 31). Burn permits are subject to burn restrictions and suspensions (this is distinct from public use restrictions identified above and applies only to those activities that require a burn permit under DNR regulations). Information on DNR burn permits and permit regulations is available from the DNR Burn Permit webpage (https://dnr.alaska.gov/burn/).

b. PRESCRIBED BURNING

Federal agencies and DNR agencies are exempt from DNR burn-permitting requirements if the project is covered under an agency approved Prescribed Fire Plan. All federal and state agencies and the public are required to follow the Alaska Department of Environmental Conservation (ADEC) permitting regulations for prescribed burning. ADEC issues Open Burn Approvals. Applications are available from the ADEC Air Permit Program webpage (http://dec.alaska.gov/air/ap/OpenBurn.htm). Information and regulations are available from the ADEC Open Burn Information webpage (http://dec.alaska.gov/air/ap/Burn_infor.htm). See **Clause 25** for more information.

25. PRESCRIBED FIRE AND FUELS MANAGEMENT:

Prescribed fires are planned, conducted and reported based on individual agency policy. Minimum requirements for Federal Agencies are described in the *Interagency Prescribed Fire Planning and Implementation Procedures Guide* (https://www.nwcg.gov/publications/484).

Ignition of prescribed fire is subject to restriction based on National and Alaska Preparedness Levels. (Reference *AIMG* for Alaska Preparedness Level information.)

During the fire season, it is the responsibility of the Jurisdictional Agency planning the burn to provide timely notification to and place orders with the Protecting Agency local Interagency Fire Dispatch Center and to adhere to the DEC open burn approval stipulations. The local Fire Dispatch Center will be notified daily of the location, planned ignition time, and planned acreage; the point and method of contact will be established; and the contingency forces identified including their location and point of contact. The Burn Boss is responsible to order and inform the contingency forces of any planned burning and ensure their availability. During the project, the Burn Boss will report each evening to the local Fire Dispatch Center acres burned so that the information may be included in the AICC Situation Report. If the project occurs when a local Fire Dispatch Center is seasonally closed, the above information will be transmitted to AICC for inclusion in the *AICC Situation Report*.

Billing procedures and charge codes will be established prior to orders being placed and included in the project plan as described in **Clause 21**. Extended hours for the Interagency Fire Dispatch Center will be negotiated prior to ignition. Costs may include required dispatch staffing beyond normal business hours, travel and transportation expenses, crew salaries, and other project expenses incurred by the Protecting Agency.

26. SMOKE MANAGEMENT:

Smoke assessments are the responsibility of both the Jurisdictional and Protecting Agencies. The need for air resource advisors is increasing and additional technical expertise for addressing air quality and health related issues may be available through ADEC.

The *Alaska Enhanced Smoke Management Plan for Planned Fire* (ESMP) (https://fire.ak.blm.gov/administration/awfcg_committees.php) was developed by ADEC in coordination with the AWFCG Air Quality Committee. The ESMP outlines the process and identifies issues that need to be addressed by ADEC and federal and state agencies or private landowners/corporations to help ensure that prescribed fire activities minimize smoke and air quality problems. The ESMP Appendices provide additional assistance for interagency sharing of information, the applicability and availability of current smoke management techniques, monitoring protocol, public education strategies, and emission reduction techniques.

The AWFCG-approved *Smoke Effects Mitigation and Public Health Protection Procedures* (https://fire.ak.blm.gov/administration/awfcg.php) provides direction on keeping the public informed about wildfire smoke. For current smoke information and forecast, regulations, advisories, and educational materials, refer to the DNR Burn Permit webpage (https://dnr.alaska.gov/burn/).

OPERATIONS

27. CLOSEST FORCES CONCEPT:

Reference the *Master Agreement Clauses 28 and 30*, and **Clause 32** below.

The Protecting Agency FMO is responsible to dispatch closest available and appropriate forces for initial response. The following also applies:

a. DNR DELTA AREA AUTHORITY FOR DONNELLY TRAINING AREA

For lands located in the Donnelly Training Area in Critical and Full Management Option areas, the Army Fire Chief or AFS Military Zone FMO may request initial response assistance directly from the DNR. All requested suppression costs incurred by DNR are reimbursable by AFS. The AFS Military FMO will be immediately notified of the request and response. The Fairbanks/Delta Area Forester and AFS Military FMO will negotiate extended response operations.

b. DNR MATSU AREA AUTHORITY FOR JOINT BASE ELMENDORF-RICHARDSON (JBER)

For lands managed by the U.S. Air Force at Joint Base Elmendorf-Richardson (JBER), the JBER Fire Chief may request initial response assistance directly from the DNR.

c. DNR FAIRBANKS AREA AUTHORITY FOR EIELSON AIR FORCE BASE AND CLEAR AIR FORCE STATION

For lands managed by the U.S. Air Force at Eielson and Clear, the appropriate Fire Chief may request initial response assistance directly from the DNR. As of March 2018, there are no reimbursable arrangements in place.

d. OTHER FEDERAL AND MILITARY LANDS WITH NO SUPPRESSION AGREEMENTS IN PLACE

As of March 2018, the only suppression agreement with the military in Alaska is the a memorandum of agreement and annual operating plan between BLM Alaska and the U.S. Army Garrison Fort Wainwright which specifies joint BLM/Army responsibilities for fire management on the Yukon and Donnelly training ranges. There are no reimbursable arrangements in place for other federal and military lands in Alaska, including the Fort Greely Missile Defense site.

28. FIRE NOTIFICATIONS:

Protecting Agencies are responsible for informing Jurisdictional Agencies when wildfires occur on or threaten their lands. Additional notification details, including notification contacts are described in the *AIWFMP*. (Reference *Exhibit B of the Master Agreement* for contact names and phone numbers)

29. PROTECTION AREA BOUNDARY LINE FIRES:

See *Master Agreement Clauses 19 and 29* and reference the notification procedures in the *AIWFMP* and those listed in **Clause 28** of this *AOP*.

30. INDEPENDENT ACTIONS:

The Protecting Agency retains operational control of the incident regardless of who is responding. Any Party taking action will promptly notify the Protecting Agency to identify resources en route or on-scene and ensure mitigation of safety issues. See **Clause 32** below.

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.

When a prescribed fire is declared a wildfire, the Protecting Agency FMO will assume operational control with the collaboration of Jurisdictional Agency, the Burn Boss, and the contingency IC. A wildfire number will be assigned and all wildfire management costs will be charged to that number. Decision support documentation is required regardless of fire cause. The acreage burned after the prescribed fire was declared a wildfire is reported as wildfire acreage in the final fire report. Reference **Clause 32** below for decision process requirements. As dictated by individual agency policy, the Jurisdictional Agency administrator is responsible for conducting the appropriate level of investigation when a prescribed fire is declared a wildfire.

32. RESPONSE TO WILDLAND FIRE:

The protection of human life is the single, overriding suppression priority. Setting additional priorities among protecting human communities and community infrastructure, other property and improvements, and natural and cultural resources will be done based on an evaluation of the values to be protected, human health and safety, and the costs of protection.

Operational control, as defined in *Exhibit A: Wildland Fire Glossary of Terms*, of wildfire incidents is the responsibility of the Protecting Agency. The Protecting Agency FMO will assign an Incident Commander and provide supervision and support including oversight, direction, and logistical support for wildfires. The Protecting Agency FMO will retain operational control of unstaffed fires. The Protecting Agency will be responsible for fulfilling daily interagency incident reporting requirements and will complete the final fire report, which will be provided to AICC for archiving and distribution to the affected Jurisdictional Agencies. Jurisdictional Agencies are responsible for all fire reporting required by internal agency policy. When requested, the Protecting Agency will provide digital photos (aerial preferred) to the Jurisdictional Agency for decision support documentation.

a. INITIAL RESPONSE

The Protecting Agencies will notify the appropriate Jurisdictional Agency(ies) of any fire threatening that agency's lands in accordance with the *AIWFMP* and **Clause 28** of this AOP. Response will be based on strategic direction provided by Jurisdictional Agency(ies) at the time of the incident or the management option designation. Procedures for non-standard responses are in the *AIWFMP*.

b. EVACUATIONS

Local authorities are responsible for evacuation procedures.

c. DECISION PROCESS

The Wildland Fire Decision Support System (WFDSS) is a web-based decision support system that provides a single dynamic documentation system for use beginning at the time of discovery and concluding when the fire is declared out. WFDSS allows the Agency Administrator to describe and analyze the fire situation, develop incident objectives and requirements, develop a course of action, evaluate relative risk, complete an organization assessment, document the rationale, and publish a decision.

A published decision documents:

- Incident management strategies which follow policy and approved Land/Resource Management Plans;
- Estimated costs for the duration of the incident;
- All affected jurisdictions that participated in the decision process and concurred with the strategies selected;
- That Agency Administrator(s) has reviewed and approved the decision; and
- The framework for the actions to be performed under the Delegation of Authority that authorizes an Incident Commander to operate on a specific unit(s).

Not all wildfires require published WFDSS decisions, and direction differs slightly between federal agencies. There is no mandate for the State of Alaska to publish a decision for fires in State Protection Areas that only affect lands within State jurisdiction (State, Municipal, Private). The AOP signatory agencies, including DOF, agree to collaborate in the publication of a decision when:

- A non-standard AIWFMP response is taken to a fire in a federal protection area, or lands within federal jurisdiction are affected by the fire.
- At the request of any of the protecting or jurisdictional agencies affected by the fire.

WFDSS direction for federal agencies is provided in Chapter 11 of the *2018 Interagency Standard for Fire and Fire Aviation Operations (Red Book)* https://www.nifc.gov/policies/pol_ref_redbook.html.

The jurisdictional agency at the point of origin is normally responsible for initiating the WFDSS decision process; however, any affected Jurisdictional or Protecting Agency may request that a decision be developed and published. All jurisdictions within the WFDSS Planning Area will be

given the opportunity to participate in the decision process. Decisions will support the strategic objectives defined by the participating Jurisdictional Agency(ies).

For all incidents:

- Public and firefighter safety issues are the primary considerations.
- If a WFDSS decision is initiated, the Protecting Agency will assist in the development of a Risk Management Assessment, course of action, and cost estimate. The Protecting Agency will authorize and provide oversight for all incident resources regardless of the complexity level.
- Additional operational guidelines and management considerations are contained in the *AIWFMP* and/or in Unit Fire Management Plans and will be included in the decision documentation in WFDSS.

Additional information regarding WFDSS is located in Appendix E of the *Alaska Agency Administrators Guide* (https://fire.ak.blm.gov/administration/wfdss.php).

d. Wildland Fire Decision Support System Approval Requirements

The Protecting Agency will develop and implement incident tactics based on verbal approval from the Jurisdictional Agency FMO or Agency Administrator while WFDSS approvals are being finalized.

WFDSS decisions document objectives and requirements, fiscal estimates, and a course of action for an incident. The decision-making process requires a collaborative effort by all of the agencies responsible for these components:

- Jurisdictional Agency(ies) are responsible for identifying values of concern, strategic objectives and management requirements based on their unique land and resource management priorities.
- The Fiscally Responsible Agency (AFS has fiscal approval authority for non-BLM DOI lands, Alaska Native Corporation lands, and Native Allotments) is responsible for providing cost oversight and direction.
- The Protecting Agency is responsible for developing an implementable, fiscally responsible course of action that meets objectives and complies with management requirements.

All Jurisdictional Agencies within the Planning Area (see **Table 1)** will be given the opportunity to participate in the decision process and approve the decision. In addition, the Fiscally Responsible Agency, and the Protecting Agency as described in Chapter 2 and Chapter 11 of the *Interagency Standards for Fire and Fire Aviation Operations* and in **Table 5** of this AOP will participate in the decision process and approve the decision.

Table 5: Alaska WFDSS Approval Authorities

Agency			Incident Cost Estimate[1]		
			Less Than $5 Million[1]	**$5 Million - $10 Million[1]**	**Greater Than $10 Million[1]**
Jurisdictional Agency	**Alaska State (includes private and municipal lands)**		Regional Forester	Regional Forester	Regional Forester
	BIA (Native Allotments)		BIA Agency Superintendent/ BIA Associate Regional Director[3]	BIA Regional Director[3]	BIA Regional Director[3]
	BLM		Field Office Manager[2]	Field Office Manager[2]	Field Office Manager[2]
	FWS		FWS Refuge Manager	FWS Refuge Manager[4]	FWS Refuge Manager[4]
	NPS		NPS Park Superintendent	NPS Park Superintendent [2]	NPS Park Superintendent [2]
	ANCSA Corporation		AFS FMO[7]	AFS Manager[7]	AFS Manager[7]
	Other Federal and Department of Defense		TBD[6]	TBD[6]	TBD[6]
	USFS	**Type 3,4,5 Incident**	District Ranger with Forest Supervisor oversight		
		Type 2 Incident	Forest Supervisor with Regional Forester oversight[5]		
		Type 1 Incident	Regional Forester with National oversight[5]		
Protecting Agency	**AFS Protection**		AFS FMO	AFS Manager	AFS Manager
	DOF Protection		Regional Forester	Regional Forester	Regional Forester
Fiscally Responsible Agency for ANCSA Corporation, Native Allotment, and BIA, FWS, NPS lands			AFS FMO[7]	AFS Manager[7]	AFS Manager[7]

[1]**NPS/FWS/BIA** – Cost estimate should be based on estimated final cost of the incident.

[2]**BLM/NPS** – District Managers/Park Superintendents will provide written notification to the state/regional and/or national director when an incident meets or exceeds federal combined expenditures of $5 million and/or $10 million in suppression costs, and more than 50% of the burned acres are managed by the BLM/NPS. Written notifications should be emailed with a cc to the Fire and Aviation Directorate Assistant Director/Chief, Branch of Wildland Fire.

[3]**BIA** – For fires costing less than $5 million WFDSS approval authority is delegated to the Agency Superintendent for lands within the Fairbanks Agency (Doyon Region). Outside of the Fairbanks Agency, decisions for fires costing less than $5 million will be approved by the Associate Regional Director.

[4]**FWS** – WFDSS approval authority in Alaska has been delegated to Refuge Mangers for all fires. The R7 Chief of Refuges will be notified when combined federal expenditures exceed $5 million, and the R7 Chief of Refuges and National Director will be notified when combined federal expenditures exceed $10 million.

[5]**FS-** This authority may be delegated to the next lower level if the line officer at the lower next level meets Line Officer wildfire response certification requirements.

[6]**Other Federal and Department of Defense Agencies** As of March 2018, the only suppression agreement with the military in Alaska is the a memorandum of agreement and annual operating plan between BLM Alaska and the U.S. Army Garrison Fort Wainwright which specifies joint BLM/Army responsibilities for fire management on the Yukon and Donnelly training ranges. There are no reimbursable arrangements in place for other federal and military lands in Alaska, including the Fort Greely Missile Defense site.

[7]**ANCSA Corporations** – AFS retains fiscal and joint jurisdictional responsibility for ANCSA Corporation lands in USFS Protection although there is no mechanism for funds exchange between BLM and USFS.

e. FIRES WITH FEDERAL EMERGENCY MANAGEMENT AGENCY REIMBURSABLE EXPENSES

If an incident affects lands within State jurisdiction, expenditures may qualify for the Fire Management Assistance Grant Program (FMAG) under Federal Emergency Management Agency (FEMA). A new incident number/FireCode may be issued to track expenses during the FEMA qualifying period. This grant program is applicable to fires occurring on state and private lands (not including Native Allotments or Native Corporation lands) regardless of Protecting Agency. Reference **Clause 46** below for billing procedures and documentation requirements.

f. SURVEILLANCE AND MONITORING

Periodic surveillance/monitoring of unstaffed fires in order to evaluate fire behavior and threats will continue for the duration of the incident. Surveillance/monitoring frequency will be coordinated between the Protecting Agency and the Jurisdictional Agency; both agencies will notify the appropriate interagency fire dispatch center prior to departure of surveillance/monitoring flights.

Monitoring for fire effects and research purposes is at the Jurisdictional Agency's discretion. The Jurisdictional Agency will coordinate with the Protecting Agency FMO and notify the Interagency Fire Dispatch Center prior to departure of a monitoring flight over on-going incidents.

Flights, monitoring actions or visits to the wildfire, or within the vicinity of the fire, will be coordinated with the on-site Incident Commander and Protecting Area FMO.

g. AGENCY-SPECIFIC REPORTING REQUIREMENTS

Jurisdictional Agencies will follow internal agency requirements.

h. OVERWINTERING FIRES

All fires that are determined to have overwintered from a previous year ignition will be treated as a new start and receive a new fire number. Their cause will be recorded the same as the cause for the original fire. In order to facilitate tracking of overwintering fires, the following naming convention will be used:

Original fire name + Overwinter + Sequential number of this year's fires that have overwintered from the original start

(e.g, Timber Creek Overwinter 1, Timber Creek Overwinter 2, …)

i. INVASIVE SPECIES CONTROL

Agencies will cooperate through the AWFCG Invasive Species Task Group (ISTG) to develop and communicate strategies for preventing the introduction and spread of invasive species during fire operations. Strategies will address issues within the State, as well as issues involving movement of people and resources from outside the State by, including Alaska crews and resources returning from outside fire assignments.

Informational materials to support these strategies are being developed to ensure that firefighters understand the problems associated with invasive species in Alaska and reinforce the tactics necessary to prevent their spread including:

- Appropriate methods for cleaning clothing, boots, line-gear, and tools.
- Appropriate methods for washing equipment including trucks, engines, UTVs, pumps, hoses, and other water-handling equipment.
- Appropriate methods for disposal of plant/seed material after cleaning.
- Identification of invasive species and contacts for reporting.

The ISTG will share these materials through a variety of means including:

- IMT in-briefings.
- The Alaska Handy-Dandy.
- Alaska orientation videos.
- Agency websites.
- Instructions attached to resource orders.

In order to minimize the potential transmission of aquatic invasive species, water drafting or scooping aircraft and helicopter buckets will be washed either immediately prior to, or upon arrival at an established base (Fort Wainwright, Palmer, Tanacross, Delta, Kenai, McGrath, Galena) from the Lower 48 or Canada. Equipment washing guidance can be found in NWCG,s *Guide to Preventing Aquatic Invasive Species Transport by Wildland Fire Operations* (PMS 444) (https://www.nwcg.gov/publications/444). State and AFS Aviation Offices will maintain a log that documents the cleaning date and location.

Water delivery equipment (including aviation and ground based) should be rinsed between missions if sites containing known water-borne invasive species such as Elodea have been used as water sources. Additional information about Elodea in Alaska including maps of known infestations is available on the DNR Elodea webpage (http://plants.alaska.gov/invasives/elodea.htm).

Additional information regarding invasive species in Alaska is available from the Alaska Exotic Plants Information Clearinghouse (AKEPIC) website (http://accs.uaa.alaska.edu/invasive-species/non-native-plants/) and at the DNR Division of Agriculture website (http://plants.alaska.gov/invasives/index.htm).

j. POST-FIRE RESPONSE

Suppression Repair, Emergency Stabilization, and Rehabilitation activities are an integral part of wildfire incidents, but are planned, programmed, and funded separately from each other. Alaska Agency leads for post-fire response are identified in *Exhibit B* of the *Master Agreement*.

For DOI agencies, additional information is available in *620 DM 7* (http://elips.doi.gov/ELIPS/DocView.aspx?id=4445).

For USFS, additional information is available on the USFS BAER webpage (https://www.fs.fed.us/biology/watershed/burnareas/index.html).

For state agencies, additional information is available from the DNR Division of Mining, Land, and Water.

1) Fire Suppression Activity Damage Repair (Suppression Repair)

Suppression Repair targets damage to resources, lands, and facilities resulting from wildfire suppression actions, in contrast to damages resulting from the wildfire itself. Suppression repair is funded through the incident charge code. Protecting Agencies are responsible for completing suppression repair per each Jurisdictional Agency's written direction.

2) Emergency Stabilization (ES) a.k.a Burned Area Emergency Response (BAER)

Emergency Stabilization efforts are planned actions to stabilize and prevent unacceptable degradation to natural and cultural resources caused by a wildfire, to minimize threats to life or property resulting from the effects of a wildfire, or to repair/replace/construct physical improvements damaged by a wildfire that are necessary to prevent degradation of land or resources. DOI policy requires Emergency Stabilization plans to be completed within 28 calendar days of a fire's ignition date. All ES actions must be completed within 1 year and 21 days of the ignition date. ES is applicable on Federal, and Federal Indian Trust lands (including Native Allotments). Jurisdictional Agencies are responsible for planning and implementing post-fire assessments and ES projects per agency policy and funding. Contact agency lead for more information.

3) Burned Area Rehabilitation (BAR)

Burned Area Rehabilitation efforts are non-emergency projects undertaken within five years of a wildfire to repair or improve fire-damaged lands that are unlikely to recover to management-approved conditions; or to repair or replace minor assets damaged by fire. BAR is applicable on Federal and Federal Indian Trust lands (including Native Allotments). DOI BAR funding is divided among the DOI Bureaus based on the number of acres burned by wildfire in the US exclusive of Alaska. Each bureau submits projects through the National Fire Plan Operations and Reporting System (NFPORS) and prioritizes them within the bureau. USFS BAR efforts are funded through a separate process. Jurisdictional Agencies are responsible for planning and implementing post fire assessments and BAR projects per agency policy and funding.

4) Restoration

Restoration is the continuation of rehabilitation activities beyond the initial 5 years or the repair or replacement of major facilities damaged by the fire. Restoration is financed using non-emergency funding. Jurisdictional Agencies are responsible for planning and implementing restoration projects per agency policy and funding.

5) Emergency Stabilization and Rehabilitation on Non-Federal Lands

ES and BAR funding is generally only available for use on Federal and Federal Indian Trust lands (including Native Allotments). However, funding may be made available for non-federal lands (including ANCSA Native Corporations) through the Wyden Amendment when a "direct benefit" to federal lands can be demonstrated (e.g., preventative measures on non-federal lands designed to prevent degradation of nearby federal lands). In very limited situations, it might also be applied to hazard tree removal where significant federal land was involved or where a federal agency manages a right-of-way across non-federal lands.

Other options for funding emergency stabilization and rehabilitation actions on non-federal lands include:

- Natural Resources Conservation Service (NRCS) funding programs including the Emergency Stabilization and the Environmental Quality Incentives Program (EQIP) (https://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/programs/financial/eqip/).
- Emergency appropriations through the State of Alaska legislative process.
- FEMA Hazard Mitigation Grant Program (https://www.fema.gov/hazard-mitigation-grant-program) funding available following Presidential major disaster declarations.

33. DELEGATION OF AUTHORITY:

BLM requires that all Type 3, 4, and 5 Incident Commanders for fires affecting BLM lands receive a pre-season delegation from the State Director or appropriate District Manager. BLM-AFS will coordinate this process. For fires not on BLM lands, the *Master Agreement* and this AOP serve as the initial Delegation of Authority from Jurisdictional Agency Administrators to Type 4 and Type 5 Initial Attack Incident Commanders. A written Delegation of Authority, consistent with the *Master Agreement* and this AOP, will be jointly developed and signed by the affected Protecting and Jurisdictional Agency representatives when incident complexity increases to Type 3, 2, or 1.

Protecting and Jurisdictional Agencies will participate in IMT in-briefings to provide information on local issues, personnel, facilities and identify key representatives. The Protecting Agencies will authorize and provide oversight for incident resources regardless of the complexity level and will assign a liaison to out-of-state Type 1 & 2 IMTs. Jurisdictional Agencies may assign Resource Advisors and/or an Agency Administrator Representative.

The Protecting and Jurisdictional Agencies' staff will be notified of the location and time of the IMT in-briefings and closeouts in advance to promote attendance and allow for their travel time. Prior to the in-briefing, each agency will have the opportunity to contribute to the preparation of the Delegation of Authority. During the closeout, each agency may have the opportunity to contribute to the written evaluation of IMT's performance in the implementation of the direction contained in the Delegation of Authority. The Protecting Agency is responsible for compiling the final evaluation

documents, the closeout notes, and obtaining the Incident Summary. IMT evaluations, and minutes from the closeout or IMT Incident Summary will be forwarded to the Protecting Agencies' Chief of Fire Operations, and the AWFCG Chair and Executive Assistant for distribution to affected Jurisdictional Agency representatives. Lessons learned from the IMT debriefings will be included as an Interagency Fall Fire Review agenda item.

34. PRESERVATION OF EVIDENCE:

a. ORIGIN AND CAUSE DETERMINATION:

Protecting Agency and all other first responders are required to preserve information and evidence pertaining to the origin and cause of all fires to the extent practical. Protection agencies are responsible to perform origin and cause determination findings on all fires. Jurisdictional Agencies will be notified as soon as possible of all suspected human caused fires by the Protecting Agency.

b. FIRE INVESTIGATION:

Investigations and all ensuing legal actions beyond origin and cause determination are the responsibility of Jurisdictional Agencies. The Lead Investigating Agency is typically the Jurisdictional Agency at the point of origin; however, other affected Jurisdictional Agencies may also initiate investigations. The Lead Agency will notify all affected agencies immediately when the decision is made to pursue an investigation beyond origin and cause or seek cost recovery on an incident in order to proceed jointly and cooperatively if desired. When incidents affect multiple agencies lands, collections will be pursued jointly and cooperatively by each affected agency to the extent practical. Jurisdictional Agencies may request investigation support from the Protecting Agency subject to resource availability and appropriate regulations and agency limitations. Additional requirements may apply for some agencies, but all investigations will be performed by a qualified Wildland Fire Investigator (INVF). BLM strongly recommends that fire investigations on BLM lands be performed by INVFs that are federal employees, and that all criminal investigations are performed by Federal Law Enforcement Officers with INVF qualifications (*H9238-1, BLM Fire Trespass Handbook*).

35. STAFFORD ACT RESPONSES:

Under the Federal Emergency Management Agency's (FEMA) *National Response Framework (NRF), Emergency Support Function (ESF) #4 – Firefighting* provides Federal support for the detection and suppression of wildland, rural, and urban fires resulting from, or occurring coincidentally with, an all-hazard incident requiring a coordinated national response for assistance.

Under a pending *Stafford Act* Emergency or Major Disaster Declaration, *ESF 4* may be activated within the State of Alaska by FEMA Region X (Alaska, Idaho, Oregon, and Washington). Consistent with the *NRF*, the Forest Service will serve as the Coordinator and Primary Agency for *ESF 4* activities. Department of the Interior Agencies including BLM, BIA, NPS, and USFWS serve as Support Agencies under *ESF 4*. In addition, the *Stafford Act Subtitle B Section 621 (c) 1* (https://www.fema.gov/robert-t-stafford-disaster-relief-and-emergency-assistance-act-public-law-93-288-amended) allows for the mobilization of State resources. Complete documentation of *ESF 4* roles/responsibilities under the *NRF* is available from the National Preparedness Resource Library (https://www.fema.gov/national-preparedness-resource-library).

USE AND REIMBURSEMENT OF INTERAGENCY RESOURCES

36. APPROPRIATED FUND LIMITATION:

Refer to *Master Agreement* (https://fire.ak.blm.gov/administration/asma.php).

37. LENGTH OF ASSIGNMENTS:

Incident Commanders will release initial response resources, with the exception of smokejumpers, to their primary responsibilities as soon as priorities allow or unless otherwise agreed to by the home unit of the initial response resources. Smokejumpers will be released within 48 hours of their initial response unless otherwise negotiated. Days off policies are agency specific. Reference the AIMG (https://fire.ak.blm.gov/logdisp/aimg.php), the *National Interagency Mobilization Guide* (https://www.nifc.gov/nicc/mobguide/index.html), the *Interagency Incident Business Management Handbook* (https://www.nwcg.gov/publications/902) and the *DOF Alaska Incident Business Management Handbook* (http://forestry.alaska.gov/fire/aibmh).

38. FIRE SUPPRESSION AND COST SHARE AGREEMENTS:

Table 6 identifies the fiscally responsible party by jurisdiction. There is no mechanism for billing between federal agencies for expenses incurred on wildfires on federal lands per the *Interagency Agreement for Wildland Fire Management among the BLM, BIA, NPS, FWS and the USFS, FY2011-FY2015, Section VI.B.1.* (https://www.fs.fed.us/fire/ibp/). Therefore, BLM & AFS retain fiscal responsibility for DOI & ANCSA Corporation lands in USFS Protection although there is no mechanism for funds exchange between the agencies. This arrangement does not diminish the role of Jurisdictional Agency Administrators in providing incident cost oversight.

The default method for apportioning costs of in-state fires is based on the point of origin of the incident and the initial actions taken upon discovery. It is the intent of this procedure to attribute wildfire suppression costs to the agency who has taken the risk of allowing a fire to burn without suppression action, other than surveillance or site-specific protection, during the stages when it can be most easily suppressed. It is the responsibility of the Protecting Agencies to identify to the best of their ability the exact location of fires when first detected, document that location, implement the initial response based on the management option designation, and notify the Jurisdictional Agency.

BIA, FWS, NPS, and USFS may bill DNR to recover costs incurred in support of DNR for extended staffing requests and incident assignments. Costs must be documented on appropriate fiscal documents. (i.e. Resource Order, travel voucher, OF-288, CTR, fuel receipts) Billing will be processed by the respective regional offices.

For more details on the billing process, reference **Clause 46** of this *AOP* and *Exhibit D of the Master Agreement*.

Table 6: Wildland Fire Fiscal Responsibility by Jurisdiction

Jurisdictional Agency	*Fiscally Responsible Party*
USFS	U.S. Forest Service
BLM*	Bureau of Land Management
FWS, NPS, BIA (Federally administered Trust lands including Native Allotments, Reservations, and some Townsites)*	BLM - Alaska Fire Service
ANCSA Regional and Village Corporations*	BLM - Alaska Fire Service
Military and Other Federal lands	As of March 2018, the only suppression agreement with the military in Alaska is the a memorandum of agreement and annual operating plan between BLM Alaska and the U.S. Army Garrison Fort Wainwright which specifies joint BLM/Army responsibilities for fire management on the Yukon and Donnelly training ranges. There are no reimbursable arrangements in place for other federal and military lands in Alaska, including the Fort Greely Missile Defense site.
State, Municipal, and Private lands	Alaska Department of Natural Resources

*BLM & AFS retain fiscal responsibility for DOI & ANCSA Corporation lands in USFS Protection although there is no mechanism for funds exchange between BLM and USFS.

a. INCIDENT BILLING CRITERIA (AFS, DNR, AND USFS)

The default cost apportionment strategy for Alaska wildfires will be determined as follows:

- When the initial actions upon discovery are an effort to extinguish the wildfire, the costs will be apportioned based on jurisdictional acres burned and the associated responsible fiscal party(ies).
- When the initial action upon discovery is surveillance or site-specific protection, all costs incurred are attributed to the agency on whose land the wildfire originated and billed to the fiscally responsible party.
- Affected agency administrators may negotiate incident-specific cost apportionment agreements for any incident. All incident-specific cost apportionment agreements must be approved by the AFS Manager, DNR Chief of Fire and Aviation and/or the USFS Director of Fire, Fuels and Aviation. Copies of the Agreement will be:
    - Included with the Final Fire Report.
    - Provided to:
        - Federal and State Budget/Billing Offices
        - DOF Operations Forester
        - AICC Intelligence Desk

1) Billing Criteria for AIWFMP Non-standard Initial Response Fires

An incident-specific cost apportionment agreement should be considered for fires involving multiple jurisdictions that have received a non-standard initial response as defined in the *AIWFMP*. A fire originating in the Critical, Full, or Pre-conversion Modified Fire Management Option that is not immediately suppressed due to lack of resources or safety concerns may be a likely candidate for an incident-specific cost apportionment agreement. By default, non-standard initial responses will be apportioned as described in **Clause 38.a** above.

2) Billing Criteria for Fires that Merge

An incident-specific cost apportionment agreement should be considered for allocating costs between fires that involve multiple jurisdictions and have merged (burned together). See ICS-209 and agency final fire reports directions for reporting requirements and reference *NWCG Memo EB-M-11-014* (https://www.nwcg.gov/memos/eb-m-11-014) for additional considerations. By default, when wildfires merge, costs for each fire will be maintained independently and will be apportioned as described in **Clause 38.a** above.

3) Billing Criteria for Overwintering Fires

An incident-specific cost apportionment agreement should be considered for overwintering fires that are reported as originating on a different jurisdiction than the previous year.

4) Billing Criteria for Complexes

An incident-specific cost apportionment agreement should be considered for allocating costs between fires involving multiple jurisdictions that are managed as an Incident Complex. Only costs that cannot be reasonably attributed to an individual fire will be assigned to the Complex code unless otherwise directed in an incident-specific cost apportionment agreement. Incident costs charged to the Complex will be allocated to individual fires based the percentage of effort involved in managing individual fires. The allocation method employed will be documented in the incident-specific cost apportionment agreement

By default, when wildfires are assigned to a complex, costs for each fire within the complex will be apportioned as described in **Clause 38.a** above. By default, costs charged to the complex code will be allocated to individual fires prior to apportionment as follows:

$$FireTotal_x = FireCode_x + \left(ComplexCode * \frac{FireCode_x}{(FireCode_1 + FireCode_2 + FireCode_3 + \cdots + FireCode_n)}\right)$$

Where:

$\boldsymbol{FireTotal_x} = Total\ fire\ costs, including\ proportional\ share\ of\ complex\ code\ charges$

$\boldsymbol{FireCode_x} = Costs\ charged\ to\ individual\ fire\ codes$

$\boldsymbol{ComplexCode} = Costs\ charged\ to\ complex\ code$

$\boldsymbol{n} = number\ of\ fires\ in\ complex$

b. AUDITS

Each Protecting Agency shall be subject to audit for at least five (5) years after final payment. Audits shall be confined to those matters connected with the performance of the *Master Agreement* and the supporting Exhibits.

39. PROCUREMENT:

Fire business management and accountability for costs are the responsibility of the Protecting Agency managing the incident; Protecting Agencies will abide by their own agency procurement regulations. Pay rates and business practices are dependent on employing agency. Supply and Equipment purchases require supporting Resource Order numbers in order to be reimbursed.

a. HANDBOOKS

Each agency will follow their administrative regulations and procedures for management of fires within their established Protection Areas. DNR uses the *Alaska Incident Business Management Handbook* (http://forestry.alaska.gov/fire/aibmh.htm). AFS and USFS use the *Interagency Incident Business Management Handbook* (IBMH) (NFES 2160) (https://www.nwcg.gov/publications/902) and policy memorandums. BLM Alaska Supplemental Business Practices are available on the AICC Incident Business Management website (https://fire.ak.blm.gov/administration/IncidentBusinessManagement.php).

b. INCIDENT BUSINESS OVERSIGHT

For any Type 1 or Type 2 incident, the Protecting Agency is responsible to provide an administrative briefing to the IMT that addresses cost reporting, incident finance package, agency-specific requirements, and the role of the Incident Business Advisor. The Protecting and Jurisdictional Agencies will also provide oversight in regards to cost management, expenditure of funds, and agency procurement regulations, etc. Thresholds for assigning Incident Business Advisors and Large Fire Cost Reviews are contained in the *Interagency Standard for Fire and Fire Aviation Operations* (https://www.nifc.gov/policies/pol_ref_redbook.html).

c. EMERGENCY EQUIPMENT AGREEMENTS

The Federal and State of Alaska Geographic Area Supplements that list the rental rates are updated annually through joint effort between AFS and DNR, and are posted on the DNR Division of Forestry Equipment Hiring website (http://forestry.alaska.gov/equipment.htm) and the AFS internal website. USFS uses DNR rates for local agreements with cooperators.

Under current Federal regulations, EERAs must be incident-specific and supported by a resource order with a unique equipment number. All billing is contingent upon that resource order/equipment number. If the equipment is reassigned, the item must be closed out on the original EERA, a new resource order/equipment number assigned, and a new EERA agreement established and signed by the vendor.

d. PROPERTY LOSS OR DAMAGE

Personal property claims for loss or damage on an incident will be adjudicated and processed by the employee's (permanent/seasonal/casual/EFF) home agency in accordance with that agency's policy. The Protecting Agency managing the incident is responsible to document claims and forward them to the individual's home agency.

Tort Claims (third party claims) for loss/damage related to the incident will be adjudicated by the responsible Protecting Agency.

Contract Claims (emergency equipment rental or other agency contract/procurement agreement) will be adjudicated by the agency responsible for establishment and/or payment of the contract.

e. MEDICAL TRANSPORT, TREATMENT AND TRANSFER TO HOME UNIT

The Protecting Agency will facilitate medical treatment for all Employees/casuals assigned to incidents until they are released to their point of hire. The Hiring Unit facilitates medical treatment for employees and casuals once returned to Alaska upon release from Lower 48 incidents due to injury/illness. The responsible Dispatch Center will arrange travel within Alaska. Incidents notify the appropriate Dispatch Center of medical transport.

Dispatch Center is responsible to:

- Arrange transportation from incident to Fairbanks or Anchorage.
- Notify Injury Compensation Office of inbound medevac/transport including name of injured individual, time, method, and location of arrival.
- Provide Check-in/Check-out Point of Contact for Injury Compensation staff providing medevac/transport.
- Coordinate with the FMO and IC to determine if the medically released individual will be returned to the incident. Arrange appropriate travel arrangements (incident or point of hire) based on the decision.
- Notify the IC of individuals released directly to their point of hire and make appropriate travel arrangements.

Protecting Agency Injury Compensation Office is responsible to:

- Coordinate prompt medical treatment.
- Arrange for subsistence (food and lodging) if required.
- Ensure completion of appropriate injury compensation documents.
- Notify Dispatch Center when medevac/transport is complete. Communicate the location of injured employee.
- Notify Dispatch Center of Administrative Services staff return to duty or arrival home.
- Notify Dispatch Center of medical release to full duty or return to the point of hire.
- Notify and provide all documentation to appropriate Hiring Unit.

40. LICENSING:

Refer to *Master Agreement* (https://fire.ak.blm.gov/administration/asma.php).

41. TEXT MESSAGING WHILE DRIVING:

Refer to *Master Agreement* (https://fire.ak.blm.gov/administration/asma.php).

42. TRAINING:

The Parties to this Agreement participate and assist each other in interagency fire training through the AWFCG Alaska Interagency Fire Training and Qualifications Committee. This includes scheduling, cost sharing, tuition charges, course development, and course presentation. Agencies may provide housing and/or meals for students and instructors from other agencies through agreed upon means.

a. EMERGENCY FIRE FIGHTER (EFF/AD) TRAINING

EFF crews will be trained and receive physical fitness testing in accordance with the *Alaska Emergency Fire Fighter Crew Management Guide.* Protecting Agencies are responsible for training and physical fitness testing for EFF/AD and crews in their Protection Area.

EFF Crew Boss training will be conducted on an interagency basis on odd numbered years. EFF Crew Boss training is hosted by the AFS. Travel costs for instructors and trainees are the responsibility of their employing agency.

b. COOPERATOR TRAINING

NWCG Training may be provided to cooperators by the jurisdictional agency, the protecting agency, or the local fire department.

Non-agency firefighters will be certified by state or local fire departments, or private training providers approved by a Memorandum of Understanding (MOU) through their local GACC. Agencies will not assist in the administration, or sponsor the Work Capacity Test (WCT), as the certifying agency (Chapter 13, *Interagency Standard for Fire and Fire Aviation Operations* (https://www.nifc.gov/policies/pol_ref_redbook.html).

c. FIELD DELIVERABLE COURSES

Costs incurred for students who are participating in Field Deliverable courses including S-420 Command and General Staff will be charged to the incident hosting the course. Field deliverable courses will require a Support Resource Order for training within an incident. Course cadre will be ordered in their respective position. Cadre not identified by position will be ordered as Technical Specialists. Students will be ordered as Trainees in their respective trainee positions.

43. TECHNOLOGY SYSTEMS:

Jurisdictional and Protecting Agencies will collaborate on any proposed modifications or deletions to fire management databases or websites that affect their agency and provide each other the opportunity for comments.

AFS has provided BLM network access to DNR, NPS, FWS, and USFS employees stationed on Fort Wainwright. Guest logins to the BLM network are provided to personnel assigned to AFS facilities on Resource Orders.

NPS, FWS, USFS, and DNR may provide their employees based on Fort Wainwright with access to their agency network.

a. BLM NETWORK ACCESS

In order to facilitate the exchange of information, access to the BLM's network will be provided as needed. The following definitions have been used to establish the AFS Access Guidelines to providing a balance between user access and the protection of the network from known and potential security threats.

1) AFS Access Guidelines

- Unrestricted access to the BLM trusted network will be provided only to trusted users who have cleared the National Agency Check (NAC) and completed the requirements to initiate the NAC with written Inquiries (NACI). Personal Identity Investigation credentials will then be issued. Costs associated with the processing of the NAC and NACI will be the responsibility of the BLM.
- It is the responsibility of all agencies to ensure that only trusted users are afforded access to BLM's network.
- All users on BLM's trusted network will be granted full access to information in the Public Releasable and Agency General Information groupings.
- Access to information in the Agency Sensitive Information grouping will be granted by the host agency to specifically authorized employees and employee groups and to individually authorized contractor personnel.
- Access to information in the Agency Very Sensitive Information grouping (primarily law enforcement information) will be granted only to individually authorized personnel.
- Guests/Detailers may be provided with vouchers for AFS-GUEST WiFi access. An AFS sponsor (PFT, CS, or Temporary employee) is required for guest WiFi access.

2) Special Provisions

All personnel will comply with the Information Technology security policies established by BLM, the *Computer Security Act of 1987, OMB A-130, Appendix III* (https://a130.cio.gov/appendix3/), and the *Homeland Security Presidential Directive #12* (https://www.dhs.gov/homeland-security-presidential-directive-12).

b. GIS AND INFORMATION TECHNOLOGY APPLICATIONS

AFS agrees to maintain mutual use GIS files, databases and IT applications and servers for use and access by other agencies. AFS will collaborate with other agencies in the development of user requirements, files, databases, and applications.

Costs for application modifications specific to an agency's requirements will be determined on a project-by-project basis and billed to that agency as appropriate.

Any DNR contribution to the Interagency GIS and IT Mapping Application development and support is included as an Annual Fixed Cost. This support may include, but is not limited to: Known Sites, Fires, and Integrated Fire Management (IFM) layers, etc. The amount will be evaluated annually and listed in **Attachment 1**.

c. COMPUTER-AIDED DISPATCH SYSTEMS (CADS)

Two CADs are currently in use in Alaska. The Tongass National Forest does not currently use a CAD, and initiates fires within its protection area directly from FireCode.

1) Fire Beans

The Alaska Fire Service provides and maintains Fire Beans as the CAD for fires in Alaska Fire Service protection zones.

2) Integrated Fire Management (IFM)

DNR will provide and maintain the Integrated Fire Management (IFM) system as the CAD for fires in State and Chugach Forest Service protection. The IFM will be operational year-round and seasonal updates will be completed by April 1. Jurisdictional Agencies may be provided read-only access as requested.

IFM will provide real-time information within State and US Forest Service protection for fire managers:

- Available resources including air tankers, smokejumpers, helicopters, engines, and crews
- Active fires by Management Option and Jurisdictional Agency
- Summary of staffed fires by Area/Forest
- Daily Preparedness Levels and Staffing Plans
- BLAST – relevant radio logs filtered by agency, Jurisdictional Agency, and job type.

d. TELETYPE

The Parties to this Agreement will assume full responsibility for their portion of the teletype (TTY) network.

- AFS will provide and maintain the TTY hub at AFS. This hub will be operational year-round. Connections between this hub and the data communications equipment will be via TCP/IP or standard RS-232 connections. AFS will also provide and maintain the TTY software to run on computers with Windows operating system. This maintenance is limited to that necessary to maintain a reliable and functional system.
- The DNR will provide their own data circuit(s) accessing the DNR owned communication equipment at AFS; this will serve as the demarcation point between AFS and DNR circuits. DNR contributes funding to AFS to support the Teletype system and the costs are included in the Bill for Collection for Annual Fixed Costs.
- Any operational changes to the TTY system, including hardware and software, will be made on an interagency basis, with concurrence from both DNR and AFS.

e. COMMUNICATIONS

All agencies will adhere to all Federal Communication Commission and DOI Office of Telecommunication policy and internal agency rules and regulations pertinent to use of frequencies.

1) Radio Frequency Sharing

Each Protecting Agency Area/Zone/Forest has local frequencies on which they operate. The Interagency Fire Dispatch Centers for that Area/Zone/Forest are responsible for assigning and tracking incident frequencies, and all resources assigned to an incident are permitted to use assigned frequencies. The DNR and AFS have agreed to share assigned frequencies for the purpose of initial response, logistical support, preparedness, and administrative traffic on a non-interfering basis. DNR and USFS have a similar agreement. Additionally, AFS and DNR agree to make every effort to have the same channel line-up and radio configurations in their fire radios.

To facilitate interagency communications, there are interagency frequencies approved for use during an incident response. Contact the AICC Communications Coordinator (Reference the *AIMG* for information on how to request additional dedicated radio frequencies for use during extended response.)

All agencies will coordinate the deployment of equipment using frequency assignments with the principle licensee to avoid frequency/interference conflict. At Alaska Preparedness Level 4 & 5 or as fire activity warrants a statewide interagency Communications Coordinator is activated and assigned to the AICC.

Frequency sharing agreements between individual agencies exist outside of this agreement. One such agreement allows for the DNR and AFS to share frequencies. AFS has agreements in place with the DOI agencies that allows sharing of some frequencies. The AFS/DOI

Frequency Sharing Agreements do not permit use of these frequencies by other agencies without authorization of the owning agency or the AFS Chief, Branch of Communications.

2) Radio and RAWS Site Maintenance

For 2018 AFS will provide radio site preventive maintenance at six DNR sites in the McGrath area (Horn Mountain, Mount X, Cloudy Mountain, Beaver Mountain, Spike Mountain, and the McGrath station). DNR will adopt the Interior Telecommunications Coordinating Group (ITCG) radio equipment, shelters, solar panels, and batteries for all sites maintained by AFS. Existing shelters will remain in place providing they meet the OSHA standards for confined space.

Scheduled maintenance costs are billed under Annual Fixed Costs and may be offset by documented expenses incurred by DOF. Aviation, equipment, part and supplies for the unscheduled radio site and RAWS maintenance will also be included in the Bill for Collection for Annual Fixed Costs. AFS will advise DOF of these unplanned costs, where practicable, prior to the expenditure but at a minimum upon completion of the maintenance. No equipment will be purchased without the concurrence of DOF.

DOF will provide funding for an Electronic Mechanic's labor as negotiated and listed in Annual Fixed Costs (**Attachment 1**). This labor will include, program oversight, mission planning, technical assistance, field maintenance of radio and RAWS sites.

Communication site maintenance schedules and costs for AFS, NPS and FWS sites are determined under other agreements.

44. FIRE WEATHER SYSTEMS:

Predictive Services products are available on the AICC webpage (https://fire.ak.blm.gov/aicc.php). Fire Weather Index tables, maps, and hourly data are found on the Alaska Fire and Fuels website (https://akff.mesowest.org/). The principal operating period for the Alaska Fire Weather Program is April 1 through September 1.

a. FIRE WEATHER AOP

The *National Weather Service - AWFCG Fire Weather AOP* (https://www.weather.gov/media/arh/FireWxAOP_public.pdf) describes the roles, responsibilities, and operational procedures of the NWS, AFS, DOF, and the AWFCG membership in support of the Alaska Fire Weather Program, to ensure effective use of NWS fire weather products, and establish responsibilities of the Alaska Interagency Coordination Center (AICC) fire weather meteorologist.

b. OPERATIONAL GUIDELINES

April 1 through September 1 will be the principal operating period for the Alaska Fire Weather Program. Starting and ending dates are subject to the fire weather threat. The roles described in this Operating Plan are intended to be flexible and allow for changing conditions of personnel, workload, and weather hazards.

c. *INCIDENT METEOROLOGICAL SERVICES*

The provisions described in the Interagency Agreement for Meteorological and Other Technical Services (IMET Agreement) (https://www.weather.gov/media/gsp/fire/NC13/FINAL-AGREEMENT_9-28-2012.pdf), along with the procedures detailed within the *AIMG* will be followed for the use of Incident Meteorologist to support responses to wildfires.

d. *NATIONAL FIRE DANGER RATING SYSTEM REMOTE AUTOMATED WEATHER STATIONS (NFDRS-RAWS)*

Alaska primarily uses the Canadian Forest Fire Danger Rating System Fire Weather Index (CFFDRS-FWI) tool for determining fire danger. Though RAWS stations are maintained to the national NFDRS standards, and station data is kept current in the Weather Information Management System (WIMS) for use with NFDRS-RAWS in the Wildland Fire Decision Support System (WFDSS), this is not the tool of choice. The goal is to produce an accurate assessment of the wildland fire potential across all units to support planning and implementation of Alaska's fire management program.

CFFDRS-FWI indices will be calculated through the University of Utah's MesoWest program for the Alaska Fire and Fuels (AKFF) website (https://akff.mesowest.org/). This will allow indices to be calculated at nearly double the number of stations across the state as non-RAWS sites are incorporated. This webpage will run separately from NFDRS calculations made within WIMS. CFFDRS calculations will no longer be made on the AICC Webpage, but will solely be on the AKFF site.

e. *ROLES AND RESPONSIBILITIES*

Table 7 identifies Points of Contact, roles, and responsibilities for weather data collection and archiving in Alaska. Points of Contact will work with affected agencies and individuals to ensure that weather data is properly collected and archived.

Table 7: Alaska Weather Data Collection and Archiving Process

Task	Responsible Party & Description
NFDRS-RAWS Equipment Maintenance[1,2,3]	As defined in the *Interior Telecommunications Coordinating Group (ITCG) – Alaska Agreement*.
NFDRS-RAWS Site Maintenance	**The Owning Agency** will work with the **local Protecting Agency unit** to determine most efficient way to maintain the vegetation at the NFDRS-RAWS location to meet NFDRS standards.
WIMS Station Catalog	**The Protecting Agency** will update the station catalog to include green-up date and freeze-up date including ensuring the location information is correct. **Predictive Services** will assist as needed.
WIMS Weather Observation Input	**The Protecting Agency** will confirm (automatic stations) or enter (manual stations) daily weather observations.
WIMS Oversight and Review	**Predictive Services** will routinely review the weather observations and station functionality to ensure data is captured. Any edits completed in the AFS Weather Database by Predictive Services will also be completed in WIMS. In addition, if Predictive Services detects any station outages, they will work with the ITCG to obtain that data on the site maintenance. Predictive Services will maintain the Access Control list in WIMS for all agencies.
AKFF CFFDRS Data	**Predictive Services** will be the point of contact with University of Utah MesoWest regarding any issues with the Alaska Fire and Fuels website and FWI calculations.
NFDRS-RAWS Performance and Data Review	**Predictive Services** will be the interagency point of contact for NFDRS-RAWS performance and data review

[1]The DNR will coordinate with AFS on scheduled maintenance and establish desired operational dates for NFDRS-RAWS sites, and communicate them to AFS by March 1 of each year. The DOI apportions the cost for NFDRS-RAWS maintenance through the Interior Telecommunications Coordinating Group AOP and those costs, excluding labor (see **Clause 43.e.2)** are included in the Bill for Collection for Annual Fixed Costs.

[2]The DOI will calibrate and maintain the below identified DNR NFDRS-RAWS sites: Bentalit, Chatanika, T-Lake, Stoney River, Telida, Willow, Ninilchik, Salcha, Goodpaster, Paxson, Flat, Homer, Chitina, Angel Creek, George Creek, Tok River Valley, Big Lake, Gold King, Skilak Guard, Chistochina, and Point MacKenzie, Girdwood, Rabbit Creek, Campbell Creek and Eagle River. The USFS is responsible for the operation and maintenance of NFDRS-RAWS located within the Tongass and Chugach National Forests.

[3]NFDRS-RAWS schedules for NPS and FWS stations are determined by those agencies and may be maintained by other agencies under other agreements.

f. AUTOMATIC LIGHTNING DETECTION NETWORK

The AFS is responsible for the installation, maintenance, and operation of the statewide automatic lightning detection network. Data from this network is available to all agencies on the AICC website (https://fire.ak.blm.gov/maps.php) and is provided at no charge to federal agencies as part of the wildland fire suppression services designated to AFS in *620 DM 5*. DNR contributes funding to AFS to support this network and those expenses are included in the Bill for Collection for Annual Fixed Costs. The target date for the system to be operational will be May 20 annually.

45. AVIATION OPERATIONS:

For information on the mobilization, use, management and the various types of aircraft available, refer to the *AIMG*. By April 15 each year, the AFS, NPS, FWS, USFS, and DNR provide each other with aviation operations information that includes fueling services and vendors available.

a. AVIATION SITE MANAGEMENT

All aircraft will be operated under the terms of agreement for aircraft operations currently in effect between the site operator and the runway owner.

b. PILOT AND AIRCRAFT CERTIFICATION

Pilots and aircraft transporting federal personnel must be certified (carded) by either the Office of Aviation Services (OAS) or the USFS. *Federal Aviation Regulations Part 121* and *Part 135* apply to certain commercial charters where OAS or USFS certification is not required.

c. AVIATION MISSION STANDARDS

- Interagency missions are defined as missions with both federal and state employees assigned to the aircraft operation, regardless of which agency is managing the incident or aircraft. All interagency missions will comply with the more stringent policies and will meet Interagency Aviation Safety and Personal Protective Equipment standards. Employees are responsible for ensuring that their agency requirements have been met.
- When a mission is under the operational control of the DNR and only DNR employees are assigned, DNR policies are applicable.
- For guidance regarding the use of the non-federally approved airtankers under the operational control of the DNR, refer to National MAC's *Guidelines for the Use of Tactical Aviation Resources, Appendix 7* (https://www.nifc.gov/nicc/administrative/nmac/strategy/NMAC_Apx_7_Aviation_Resource_Management.pdf).
- All federal contract and agency pilots will comply with the interagency pilot duty/days off standard listed in the in the *Interagency Standard for Fire and Fire Aviation Operations* (https://www.nifc.gov/policies/pol_ref_redbook.html).
- All fuel delivery systems will meet agency safety standards and will comply with whichever standard is more stringent. Both AFS and DNR will provide aircraft servicing at their ramps on a reimbursable basis.

d. TEMPORARY FLIGHT RESTRICTIONS NOTIFICATIONS

When a Temporary Flight Restriction (TFR) is issued for an incident, Jurisdictional Agencies that may be impacted by the TFR should be notified by the Protecting Agency

e. SANITIZING AIRCRAFT WATER DELIVERY SYSTEMS

In order to minimize the potential transmission of aquatic invasive species, water drafting or scooping aircraft and helicopter buckets will be washed either immediately prior to, or upon arrival at an established base (Fort Wainwright, Palmer, Tanacross, Delta, Kenai, McGrath, Galena) from the Lower 48 or Canada. Power washing with clean water at a temperature of 140 degrees Fahrenheit or greater is required. State and AFS Aviation Offices will maintain a log that documents the cleaning date and location.

Water delivery equipment should be rinsed between missions if sites containing known water-borne invasive species such as Elodea have been used as water sources. Additional information about Elodea in Alaska including maps of known infestations is available on the DNR Elodea webpage (http://plants.alaska.gov/invasives/elodea.htm).

f. CANADIAN AVIATION RESOURCES

Canadian resources may be ordered by DNR under the terms of the Northwest Wildland Fire Protection Agreement (Northwest Compact). While in Alaska, those resources must remain under the operational control of DNR unless inspected and certified by the appropriate federal agency.

g. AIRTANKER BASES

Airtankers may load retardant at any airtanker base on a reimbursable basis. DNR contracted airtankers loaded at AFS airtanker bases will be loaded to the specifications of the DNR contract.

The application of suppression chemicals will follow the guidelines in the *Interagency Standard for Fire and Fire Aviation Operations* (https://www.nifc.gov/policies/pol_ref_redbook.html).

Pilots will be fully briefed by base personnel and are required to abide by all base rules and runway regulations while operating on these bases.

h. FT. WAINWRIGHT AIRCRAFT OPERATIONS

All pilots will be fully briefed by the responsible AFS personnel on the use of the AFS ramp and the U.S. Army-Alaska's runway. Pilots will comply with all applicable restrictions, requirements, and regulations.

Air traffic procedures published for Ladd Army Airfield will govern all aviation operations conducted at the AFS ramp.

All proposed structures, buildings, or any changes to the real property must be in compliance with the AFS site plan and U.S. Army-Alaska requirements, and be pre-approved by the AFS Manager.

AFS will:

- Provide ramp parking for fire-related aircraft and office space including telephone for the aviation related personnel temporarily assigned to perform fire-related duties in Alaska.
- Provide aircraft-related services as stipulated in AFS aviation contracts.
- Annually charge DNR for office space and telephones for DNR staff (pilots, Air Attack personnel, and retardant site staff stationed at Fort Wainwright) in the Bill for Collection for Annual Fixed Costs.

The DNR is authorized to use the AFS ramp on Ft. Wainwright throughout the fire season and is responsible to:

- Provide to AFS by May 15 annually, a list of all aircraft that routinely operate at the AFS ramp. The list will include aircraft type, vendor name, and aircraft tail number.
- Provide all logistical support requirements for their personnel associated with aircraft parked at the AFS ramp.
- Follow the current *AFS Standard Operating Procedures for the Management of Hazardous Materials and Hazardous Waste* to dispose of any hazardous materials and hazardous waste generated by DNR on Ft. Wainwright.

i. Fire Scene Aviation Organization and Communications

All tactical aviation resources will be dispatched and flight followed by the local Interagency Fire Dispatch Center when responding to an incident. All aircraft will utilize VHF Air-to-Air frequency 128.450 MHz unless otherwise indicated by their local Interagency Fire Dispatch Center.

For standard operating procedures for tactical aircraft flying over or near an incident, reference the *Interagency Aerial Supervision Guide* (https://www.fs.fed.us/fire/aviation/av_library/).

j. Non-Tactical Aviation Resources

All non-tactical fire aviation resources will coordinate flights with the local Interagency Fire Dispatch Center and, if present, with Air Attack (or other reconnaissance aircraft in the area) when flying over or near a fire. Dispatch will determine flight following protocols and relay information on aircraft currently in the fire area.

k. Unmanned Aerial Systems

The Parties to this Agreement agree to approve the use of Unmanned Aircraft Systems (UAS) in support of wildland fire incidents on all federal and State lands. The National Park Service requires incident-specific Park Superintendent approval prior to UAS use.

All UAS activities shall be conducted in accordance with each agency's aviation rules, policies, and directives. For interagency missions (defined as missions with aircraft from two or more agencies in the fire traffic area), the standards of the agency with the most stringent rules, policies and directive apply.

l. AERIAL MAPPING SERVICES

Ordering aerial mapping and infrared services is addressed in the *National Interagency Mobilization Guide* in the Infrared Aircraft section.

m. FORMS FOR AVIATION PAYMENT DOCUMENTATION

Each agency will use their own codes and forms for payment and documentation to log flight times for government and contract aircraft.

n. REIMBURSABLE AVIATION COSTS

The following costs will be compiled and apportioned. Eligible costs will be included in agencies' Suppression and Non-Specific Support billing.

- Agency personnel costs including standby, weekend staffing, extended staffing, preposition flights etc.
- Overtime for agency pilots and crewmembers.
- Aircraft without fire resource orders must ensure that their agency has a reimbursable agreement and accompanying charge code in place prior to fueling.
- Fuel and oil will be charged to the using agency code/incident number.
- Retardant costs are reimbursable at a per gallon rate.
- Use of agency aircraft as documented on *DNR Form 10-3133* or *OAS-23* and billed at the predetermined hourly flight rate. Flight hourly rates are determined by:
    - Contract and On-Call aircraft: current Contract Rate letter.
    - Aircraft Rental Agreement: current OAS Rental Aircraft Source List.
- Costs incurred for aircraft ordered from the Lower 48 or Canada as agreed and documented during the Daily Statewide Strategy Meeting and on the Resource Order.
- Aircraft availability and/or surcharges may be negotiated prior to the fire season. Costs will be included in the pre-season spreadsheet.
- Availability charges may apply to aircraft contract extension or severity requests.

46. BILLING PROCEDURES:

In addition to the information below, refer to **Attachment 1**, **Attachment 2**, and *Master Agreement Exhibit D*.

a. IN-STATE FIRES WITH FEMA REIMBURSABLE EXPENSES

- When the DNR has a fire that may qualify for Fire Management Application Grant (FMAG) assistance, DNR will provide a copy of FEMA *Form 90-58, Request for Fire Management Assistance Declaration* to the AFS Chief, Division of Fire Operations.
- The AFS, in exercising its responsibilities as the FEMA Principal Advisor, will prepare and submit FEMA *Form 90-32 Principal Advisor's Report* and coordinate all such action with DNR.
- DNR is notified by FEMA if the incident qualifies for a FMAG.
- When a fire is declared a FEMA incident, a duplicate fire package will be prepared by DNR. The duplicate fire package will contain daily Incident Action Plans, Resource Orders, and all financial records that pertain to the FEMA-qualifying period including but not limited to: timesheets (OF 288s) of all personnel charging to the incident, shift tickets, flight logs, invoices, contracts, inspection checklists, signed rental conditions and agreements, and Incident Cost and Reporting System data.
- All agencies agree to provide the DNR with all financial/payment data pertinent to the declared incident. This report will include but is not limited to travel, payroll, and vendors with amount paid. In addition, the agencies will provide copies of: any invoices paid and backup/source documentation for such invoices; shift tickets; additions or deductions; rental agreements, inspection checklists, signed rental conditions; and Resource Orders attributable to FEMA-qualifying period.
- The DNR agrees to reimburse the AFS, NPS, FWS, USFS and BIA for costs associated with the above normal workload of gathering source documentation to satisfy FEMA requirements.

b. JOINT PROJECTS AND PROJECT ASSISTANCE (FUELS)

DNR-AFS fuels projects are assigned a project code and the DNR and/or AFS reimbursement for expenses is included in the cross-billing for Suppression and Non- Specific Suppression Support. Joint projects involving other agencies require separate reimbursable agreements.

c. MEALS AND LODGING FOR RESOURCE ORDERED AND SUBSISTED PERSONNEL

Costs for meals and lodging for personnel being subsisted with Resource Order documentation are calculated and billed with the Suppression and Non-Specific Suppression Support Expenses.

Personnel are required to enter their payment code (i.e. charge code, fire code, reimbursable agreement code) when signing in at an agency dining facility. The cost charged for meals will be established annually for each location. Meals, including sack lunches that are ordered, regardless if they are consumed, will be billed to the charge code.

Lodging for personnel filling a Resource Order will be charged to the Resource Order charge code. Barracks rates are established annually.

d. ANNUAL FIXED COSTS

The DNR and AFS agree to bill for annual fixed costs as listed in **Attachment 1** and according to the dates in **Table 9**. No other agencies bill each other for Fixed Costs; the Administrative Overhead Rate does not apply to this billing.

e. SUPPRESSION AND NON-SPECIFIC SUPPRESSION SUPPORT

1) Federal Agency Billings to DNR

- Federal agencies will submit bills for their reimbursable costs to the DNR whenever the DNR is the fiscally responsible agency.

2) DNR Billings to Federal Agencies

a. DNR as Protecting Agency

- When the DNR is the protecting agency for lands on which AFS is fiscally responsible, the DNR will bill AFS for costs.

b. DNR as Supporting Agency

- For fires within Alaska where AFS is fiscally responsible and the DNR is a supporting agency, the DNR will bill AFS for reimbursable costs.
- For fires within Alaska where the USFS is fiscally responsible and the DNR is a supporting agency, the DNR will bill the USFS for reimbursable costs.
- For non-Stafford Act, non-Northwest Compact DOI fires outside of Alaska, the DNR will bill AFS for reimbursable costs.
- For non-Stafford Act, non-Northwest Compact USFS fires outside of Alaska, the DNR will bill the USFS for reimbursable costs.
- For non-Stafford Act, non-Northwest Compact, non-Federal fires outside of Alaska; the DNR will bill the USFS for reimbursable costs.
- For all Stafford Act responses to the Lower 48 under all the National Response Framework ESFs, the DNR will bill the USFS for reimbursable costs.
- For all mobilizations of resources under the terms Northwest Compact, the DNR will bill as specified in the Compact.

3) All Parties Billings

All Parties to this Agreement agree to:

- Bill for expenses as shown in **Attachment 2**, **Table 9** and **Table 10**.
- Adhere to the incident billing criteria listed in **Clause 38**.
- Bill for eligible aviation costs as listed in **Clause 45.n**.
- Incorporate project costs associated with **Clause 21**.
- Include suppression and non-specific suppression costs associated with equipment, supplies, meals, lodging, personnel salaries based on agency policy, overtime and travel, prepositioning, and the agreed upon percentage of supplemental resources expenses.
- Include agreed upon miscellaneous costs including, but not limited to those listed in **Clause 21**.
- Ensure a unique fire code is generated for all reimbursable incidents. Reimbursable incidents should not be included in ABCD Misc.
- Facilitate each other's financial management activities by cooperating with any additional requests for billings and cost estimates.
- Bill using the Bill for Collection Process.
- Comply with the billing and payment timelines identified in **Table 7** or **Table 8** as applicable.
- Follow the general directions in *Exhibit D* of the *Master Agreement*.

f. BIA, FWS, NPS Cost Recovery Process for DNR Incident Support

The BIA, FWS, and NPS may recover costs for their participation on incidents that DNR is fiscally responsible for suppression costs and other DNR fire-related support. These recoverable costs will be documented as outlined in this Agreement and as described in *Exhibit D* of the *Master Agreement*. These agencies will directly bill DNR, establish billing thresholds, and submit no later than the dates AFS and DNR have established for billing and payments. See **Table 9**, **Table 10**, and **Attachment 6**. Extension to billing dates may be negotiated.

g. Administrative Fees

A 10% administrative fee has been negotiated for calendar year 2018. This fee may be charged against each agency's Suppression and Non-Specific Support total. It applies to those agencies that are allowed to bill an administrative fee.

The USFS, FWS, NPS, BIA, and DOF agree that when billing each other this fee will not exceed an annual maximum of $350,000.

The BLM and DOF agree that when billing each other this fee will not exceed an annual maximum of $450,000.

h. BILLING DOCUMENTATION

Billing documents will include cost data, financial transaction registers and an Excel worksheet of the summary data by reciprocal accounting codes (fire codes) for the fire season being billed, and copies of payment documents (i.e. Invoices, rental agreements, etc.) for line items in excess of $25,000 (excluding labor) or other documentation as requested. All payments will be made by an electronic transfer of funds.

1) Requests for payments from AFS

All requests for payments from AFS will be mailed to:

Budget Analyst
Bureau of Land Management
Alaska Fire Service
P.O. Box 35005
Fort Wainwright, AK 99703-005

2) Requests for payments from DNR

All requests for payments from DNR will be mailed to:

Cross Billing Accountant
State of Alaska, Department of Natural Resources
Division of Forestry
101 Airport Road
Palmer, AK 99645

3) Requests for payments from USFS

Original requests for payments from the USFS will be mailed to the National Incident Business Office. Copies will be mailed to the Region 6/10 Incident Business Coordinator and the appropriate local Forest Office.

Table 8: USFS Billing Addresses

National Office (include original billing and supporting documents)	**Regional Office** (include copies of billing and supporting documents)	**Tongass National Forest** (include copies of billing and supporting documents)	**Chugach National Forest** (include copies of billing and supporting documents)
US Forest Service Incident Business 101 B Sun Ave., NE Albuquerque, NM 87109	US Forest Service R6/10 Incident Business Coordinator 1220 SW Third Ave Portland, OR 97204	US Forest Service Tongass National Forest 648 Mission St. Ketchikan, AK 99901	US Forest Service Chugach National Forest 161 East 1st Ave., Door 8 Anchorage, AK 99501

Table 9: AFS-USFS-DNR Billing Due Dates and Tasks for In-State Suppression and Non-specific Suppression Support

*Due Date**	*Billing Tasks*
April 1, 2018	DNR, AFS, and USFS provide each other with the preliminary cost spreadsheet for CY 2017 Suppression and Non-Specific Suppression Support.
May 15, 2018	DNR, AFS, and USFS submit the Bills for Collection to each other for the preliminary costs compiled for CY 2017 Suppression and Non-Specific Suppression Support.
June 15, 2018	Payments due to DNR, AFS, and USFS respectively for the preliminary costs for CY 2016 Suppression and Non-Specific Suppression Support.
July 1, 2018	AICC updates the list of CY 2018 fires with acreage breakdowns by percentage, management option, and actions taken to determine fiscal responsibility to DNR, USFS, AFS Budget Officer, NPS, FWS, and BIA.
August 1, 2018	AFS bills DNR for collection of the 2018 Annual Fixed Costs.
August 1, 2018	DNR bills AFS for collection of the 2018 Annual Fixed Costs.
August 15, 2018	AFS and USFS provide DNR with estimated CY 2018 costs for Suppression and Non-Specific Suppression Support for fires occurring before July 1, 2018.
September 15, 2018	DNR provides AFS and USFS with estimated CY 2018 costs for Suppression and Non-Specific Suppression Support for fires occurring before September 1, 2018.
September 30, 2018	AFS provides DNR with a complete cost accounting of the fire medic program including overhead, supplies, and training for non-incident related expenses.
November 1, 2018	AFS, DNR, and USFS exchange backup documentation for all line items exceeding $25,000 (excluding labor) for the CY 2017 Preliminary Billing. AFS and DNR may request backup for any other line items.
November 1, 2018	AICC updates the lists of CY 2018 fires with acreage breakdowns by percentage, management option, and actions taken to determine fiscal responsibility to DNR, USFS, AFS Budget Officer, NPS, FWS, and BIA.
December 1, 2018	AFS, DNR, and USFS will provide estimates, listed by incident number, of CY 2018 Suppression and Non-Specific Suppression Support cost-to-date to each other.
December 31, 2018	AFS, DNR, and USFS submit a final CY 2017 Suppression and Non-Specific Suppression Support billing.
February 15, 2019	Payment due for the final CY 2017 costs for Suppression and Non-Specific Suppression Support.

*Extensions to due dates may be negotiated by the Agencies.

Table 10: DNR-AFS-USFS Billing Due Dates and Tasks for Out-of-State Incidents

*Due Date**	*Billing Tasks*
April 1, 2018	DNR provides AFS and USFS with the preliminary cost spreadsheet for CY 2017 fire suppression costs.
May 15, 2018	DNR submits the Bills for Collection to AFS and USFS for the preliminary costs compiled for CY 2017 fire suppression support. Support documentation will be an electronic spreadsheet by DNR, USFS/AFS fire codes along with an electronic transaction register showing costs categories and individual names (e.g. employees, vendors).
June 15, 2018	Payments from AFS and USFS due to DNR for the CY 2017 preliminary fire suppression support costs.
September 15, 2018	DNR provides AFS and USFS with estimated CY 2018 fire suppression costs for fires occurring before September 1, 2018. Support documentation will be an electronic spreadsheet by DNR and AFS/USFS fire codes.
November 1, 2018	DNR provides backup payment documentation for all line items exceeding $25,000 (excluding labor) for the CY 2017 Preliminary Billing. AFS and USFS may request backup for any other line items.
December 1, 2018	DNR will provide AFS and USFS with estimated CY 2018 fire suppression costs to date. Support documentation will be an electronic spreadsheet by DNR and AFS/USFS fire codes.
December 31, 2018	DNR submits a final CY 2017 fire suppression cost billing to AFS and USFS.
February 15, 2019	Payment due from AFS and USFS for the final CY 2017 fire suppression cost billing.

*Extensions to due dates may be negotiated by the Agencies.

47. TRESPASS COST RECOVERY:

Copies of all reports and materials compiled or prepared in connection with establishing cause, extent, or potential liability for any fire or response incident shall be provided to all affected agencies. The Protecting Agency, upon request, will provide the Jurisdictional Agency with detailed costs to support trespass cases.

The statistics included in the final fire report will be used for litigation purposes.

48. STAFFORD ACT USE AND REIMBURSEMENT:

USFS reimburses DNR for expenses incurred by DNR resources and personnel including base pay, overtime, and travel. Refer to Master Agreement 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:

Refer to *Master Agreement* (https://fire.ak.blm.gov/administration/asma.php).

50. SUPPLEMENTAL FIRE DEPARTMENT RESOURCES:

CURRENTLY NOT APPLICABLE IN ALASKA

51. MUTUAL SHARING OF INFORMATION:

Sharing of information in Alaska is a collaborative effort between jurisdictional and Protecting Agencies. In the spirit of the National Cohesive Wildland Fire Strategy (https://www.forestsandrangelands.gov/strategy/documents/strategy/NationalActionPlan_20140423.pdf) and in this environment of collaboration, agencies respect each other's communication policies and practices.

The parties to this Agreement will mutually share information to serve the best interests of the Agencies and the public in accordance with Agency rules and regulations.

a. PUBLIC INFORMATION

Every effort should be made to distribute fire information to the public collaboratively and in in a timely manner. Multi-jurisdiction fire information needs and deliveries are negotiated and approved by the agency administrators and the Protecting Agency FMO and coordinated by the JIC, if activated.

1) Alaska Fire Information Websites

AFS hosts and maintains the AICC website (https://fire.ak.blm.gov/), a centralized source of information about wildland fire in Alaska for use by Agencies and the public. Inciweb and akfireinfo, as well as agency social media sites are also valuable online tools the Alaska interagency wildland fire community can use for their public information needs:

Inciweb (https://inciweb.nwcg.gov/)

Inciweb is best suited for complex fires that threaten villages and towns; fires that span jurisdictional boundaries; fires with political or public interest; or a group of fires within a single jurisdiction.

The Protecting Agency has the responsibility to initiate an Inciweb page. However, through negotiation this responsibility can be designated to the jurisdictional agency. The initiator will ensure that other appropriate agencies have access to the page and can update it. It is also important for involved agencies to collaboratively develop and act upon an Inciweb information plan that addresses how the page will be updated.

Akfireinfo (https://www.akfireinfo.com)

Akfireinfo is the primary platform for wildland fire information to the public because of its ease of use and reach to Alaskan audiences. Each Protecting and Jurisdictional Agency is allowed access to akfireinfo. Akfireinfo is a Word Press tool that operates as a blog and allows the public to subscribe to email updates. It optionally will also automatically populate both the DOF and AFS Twitter and Facebook pages. The Alaska Fire Service is the administrator of this site. Both the AFS public affairs specialist and DOF public information officer can grant access to the site.

Additional agency-specific public information websites include:

- DOF http://forestry.alaska.gov/fire/current.htm
- FWS-Alaska https://www.fws.gov/alaska/nwr/visitor/fire/index.htm
- NPS-Alaska https://www.nps.gov/locations/alaska/wildland-fire.htm

Social Media

Social media can be used to disseminate accurate fire information in a timely manner, quash rumors, and coordinate unified themes and messages. There are already established social media efforts at agencies that accomplish the same or similar goals of disseminating accurate fire information to the public. Social media sites created for a specific fire can result in undue overlap and duplication of fire information. In addition, agency level coordination and participation helps ensure that information is, when appropriate, delivered to the public in the context of unified themes or messages.

2) Protecting Agency and Incident Management Teams

The Protecting Agency and the Incident Management Team, when assigned, are responsible for the release of operational and public safety information to the media and public during the initial response to and during an ongoing wildfire. The Protecting Agency and Incident Management Team will coordinate with the Jurisdictional Agency on the release of fire information. Specific Jurisdictional Agency direction will be stipulated in the Delegation of Authority. If no IMT is assigned or the IMT organization lacks a PIO, the Jurisdictional Agency may request to be delegated primary responsibility for the release of operational and public safety information.

Coordination of information releases between IMT, Protecting, and Jurisdictional Agencies is essential. It is incumbent on jurisdictional and protecting FMOs to ensure that information roles are clearly defined and information needs are being met. Releases will be distributed to all stakeholders and approved by the Incident Commander prior to release. Jurisdictional Agency policy and messaging will be included when requested by the agency administrator. Policy questions will be referred to the Jurisdictional Agency.

3) Jurisdictional Agencies

Jurisdictional Agencies may develop and distribute information for the media and public that includes agency messaging and policy. Updates to public documents (Inciweb, news releases, etc.) that include information made public via other means (e.g., Situation Report) may be issued without additional coordination. When releases include specific incident-related information, the Jurisdictional Agency will coordinate with the Protecting Agency and IMT to ensure consistency. Delegations of Authority to an IMT may include further direction and points of contact and will not conflict with the terms above.

Upon request and availability, the Parties to this Agreement may provide fire information support including but not limited to releasing staff to support information functions or single resource ordering PIOs to meet agency needs.

4) AICC and the JIC

At Alaska Preparedness Levels 1-3, the AFS and DNR Public Information Officers collaboratively develop and post updates on the akfireinfo site. At Alaska Preparedness Level 4 and 5, a Joint Information Center (JIC) will be activated and staffed. The JIC will normally be located at AICC and managed by the AICC Center Manager. Other JIC functions requested or established by the Parties to this Agreement will be coordinated with the JIC at AICC. The JIC will refer all inquiries concerning jurisdictional agency policy to the responsible Jurisdictional Agency.

b. INTERAGENCY INFORMATION

1) AICC and National Interagency Coordination Center Situation Reports

Each protecting area Interagency Fire Dispatch Center submits an evening report to AICC with the information on wildfires and prescribed burns necessary to complete required reports to the National Interagency Coordination Center and to compile the AICC Situation Report. Incident Status Summaries (ICS-209s) are required as directed in the *AIMG*. Information flow for Stafford Act responses follows a similar process.

The AICC Situation Report narrative is a primary source for fire information, and should summarize that day's activities and expected activities for the following day. Refer to the AIMG for details.

2) Digital atlas for Alaska Wildland Fire Management Geospatial Data:

The official Digital Atlas for fire management geospatial data in Alaska is maintained and distributed by Alaska Fire Service GIS Staff and BLM Northern Region IT Staff. The core data comprising the Digital Atlas are: Alaska Wildland Fire Jurisdictions, Fire Heat Detection (VIIRS and MODIS), Fire Management Option Boundaries, Fire Protection Area Boundaries, Fire Perimeters, Fire Locations (aka, Origins), and Lightning Detections, and Alaska Known Sites Database. Digital Atlas datasets are updated regularly, and are available on the AICC Predictive Services Maps/Imagery/Geospatial webpage (https://fire.ak.blm.gov/predsvcs/maps.php). Note that users needing access to the Alaska

Known Sites Database will be redirected to the National Interagency Fire Center – ArcGIS Online (NIFC-AGOL) website.

AICC and individual Areas, Zones, and Forests may maintain local map atlases consisting of hard-copy maps and/or electronic data to serve as backups and to help facilitate operations; however, they are responsible for ensuring the official Digital Atlas is updated with any changes made at the local level.

a. Alaska Wildland Fire Jurisdictions

Alaska Wildland Fire Jurisdictions is a spatial dataset produced by the Bureau of Land Management-Division of Support Services and the Alaska Fire Service. It provides land ownership information for initial fire management decisions. FireBeans and IFM use the dataset to determine the default ownership and jurisdiction for a location. The Alaska Wildland Fire Jurisdictions also forms the basis for several WFDSS datasets including:

- Jurisdictional Agencies
- Unit Boundaries
- Strategic Objectives/Fire Management Units

The dataset is updated regularly by the BLM Alaska State Office and AFS. WFDSS datasets derived from Alaska Wildland Fire Jurisdictions are submitted on an interagency basis at the statewide level.

Alaska Wildland Fire Jurisdictions is not an authoritative source for land status information. In order to determine land status appropriate source documents must be consulted.

The BLM General Land Office Records website (https://glorecords.blm.gov/default.aspx). provides online access to federal land conveyance records In addition, the Alaska Spatial Data Management System (SDMS) (https://sdms.ak.blm.gov/sdms/) is a one-stop tool to view, research, print and download federal land status information such as surveyed land parcels, land status, mining claims, and Master Title Plats (MTPs).

The DNR Alaska Mapper website (http://dnr.alaska.gov/mapper/controller) provides interactive access to State of Alaska land records. As with federal land status, source documents remain the official record. Additional help may be obtained from the DNR Public Information Centers (http://dnr.alaska.gov/commis/pic/) located in Anchorage, Fairbanks, and Juneau.

b. Fire Management Option Boundaries

The Fire Management Options Boundary Layer within the Digital Atlas is the official record that delineates Fire Management Option boundaries. Refer to the *AIWFMP* for more information on Fire Management Options and for guidance on changing Fire Management Options.

c. Fire Protection Area/Zone Boundaries

The Fire Protection Area Boundary Layer within the Digital Atlas is the official record that delineates fire protection area/zone boundaries. Refer to **Attachment 3** and **Attachment 4** for guidance on changing Protection Area boundaries.

d. Alaska Known Sites Database

The Alaska Known Sites Database (AKSD) identifies infrastructure, and cultural and natural resource sites throughout Alaska that may be threatened by wildfire. The intent of this dataset is to provide information on known sites located outside of the urban areas and is not a replacement for "structure" data available from the different Boroughs. Furthermore, not all known sites information collected by Agencies and other partners are included in the AKSD. Protection Agencies will need to work with the Jurisdictional Agencies to ensure they have access to these additional known site records.

The AKSD provides locations, descriptions, and jurisdictions, as well as direction regarding site protection priorities. These data are made available to fire managers and other authorized data users through a password-protected website (National Interagency Fire Center – ArcGIS Online) in order to support wildland fire planning and decision-making. There are two primary sources of site information included in the AKSD:

- Jurisdictional Agency inventory and assessments.
- Data collected by Protection Agency staff and IMTs. These data are subject to review by Jurisdictional Agency administrative units on which sites reside.
    - AKSD is a dynamic product with real-time updates (i.e., new data are available for immediate use).
    - Jurisdictional Agencies are responsible for reviewing AKSD data for accuracy and are responsible for assigning Protection Levels.

The AKSD has editor tracking so there will be a record of who created and updated data points. Additionally, there is an "Alaska Known Sites Database Changes" web application that will help simplify the data review process.

Access to AKSD can be requested through one of the Alaska Known Sites Database Points of Contact or by contacting AFS GIS (BLM_AK_AFS_GIS@blm.gov).

e. Heat Detections

Fire Heat Detection points are derived from two satellite instrument suites: Visible Infrared Imaging Radiometer Suite (VIIRS) and Moderate Resolution Imaging Spectroradiometer (MODIS). These data are processed by Geographic Information Network of Alaska (GINA) and further processed for display and distribution by AFS IT. These data are continually updated (in near-real time).

f. Lightning Detections

AFS owns and maintains the Alaska Lightning Detection Network (ALDN). Lightning data (including cloud-cloud lightning activity) are collected using the Time of Arrival (TOA) system and made available to users in GIS format. The data are continually updated.

g. Fire Locations and Perimeters

Fire Location (Origins) points are entered and edited through the CAD systems. GIS protocols have been established for submitting on-going fire perimeters to AICC. Once approved, these AICC perimeters should be considered the definitive perimeter source for an incident. IMTs, Protecting Agencies, and Jurisdictional Agencies must collaborate to ensure the integrity of perimeter data.

It is the responsibility of the Protecting Agency to ensure that periodic fire perimeter data is submitted for all ongoing fires ten (10) acres or greater. Jurisdictional and Protecting Agencies will negotiate timelines for fire surveillance updates and perimeter maps submissions.

Final fire perimeters submitted with the final fire reports are added to the GIS Fire History dataset. A consolidated statewide fire history dataset is available annually in April from AFS. Incident perimeter updates may be submitted at any time in order to ensure that historical datasets include the most accurate data available. In order for the data to be included in the current year's historical dataset, they must be submitted to AFS GIS prior to March 1. The protocols for submitting fire perimeters, including points of contact for user names and passwords are available in Appendix C of the Alaska Agency Administrator's Guide (https://fire.ak.blm.gov/administration/aaguide.php).

3) Final Fire Reports

Fire reporting requirements vary among agencies. BLM is required to submit an Individual Fire Report (DI-1202) through the Wildland Fire Management Information (WFMI) system for all fires involving DOI or ANCSA ownership, for all fires within BLM protection, and for fires in State and Forest Service protection where BLM is involved in suppression actions. The Forest Service submits Individual Wildland Fire Reports (Form FS-5100-29) into the Fire Statistics System (FIRESTAT). IFM serves as the State fire reporting system. In addition, some Jurisdictional Agencies require reporting in their own systems.

Protecting Zones, Areas, and Forests are required to complete their own reporting and maintain official incident documentation records. However, in order to ensure that all Jurisdictional and Supporting Agencies receive the information necessary to complete their reporting and satisfy their documentation needs, Protecting Zones, Areas, and Forests are responsible to submit a final fire report package to AICC within 10 days after a fire is called out for all fires regardless of jurisdiction. AICC is responsible to generate an Individual Fire Report for all DOI/ANCSA Ownership or BLM Support Action fires within State and Forest Service protection. In addition, AICC will produce a final fire report package for every fire.

Within 15 days of a fire being called out, AICC will provide affected Jurisdictional Agencies with an electronic copy of the final fire report package. If the Protecting Agency and/or AICC are unable to meet the 15-day deadline, an acceptable date will be negotiated with the Jurisdictional Agency.

Required elements for final fire report packages are:

- Protecting Agency Fire Reporting Form(s) (DI-1202, FS-5100-29, IFM Fire Report)
- Incident Narrative
- Dispatch Fire Report (DFR)
- Fire perimeter map indicating point of origin
- Master Title Plat indicating point of origin land ownership (DOF fires completely on state/private land are exempt)
- Negotiated cost apportionment agreement (as applicable)
- Fire Investigation report (as applicable)
- Trespass Decision Document (as applicable)

4) Photographs

Each Jurisdictional Agency is responsible for establishing mutually agreed upon photograph protocols and timeframes with Protecting Agencies for sharing photographs. IFM may be used to share photographs and documents between agencies.

5) WFDSS Points of Contact

Geographic Editors and designated agency-specific WFDSS points of contacts are listed in *Exhibit B* of the *Master Agreement*.

c. SCIENCE & RESEARCH

One of the National Cohesive Strategy's guiding principles is to ensure *"fire management decisions are based on the best available science, knowledge, and experience, and used to evaluate risk versus gain."* Parties to the *Alaska Master Agreement* recognize the important role of science and research in understanding Alaska's fire-adapted ecosystems and guiding an effective fire management program that meets the goals of each of the agencies as well as the public.

AWFCG has chartered the following committees to ensure that current scientific information is made available to decision-makers, and that critical information gaps are identified in order to help guide future scientific inquiries:

Fire Research Development and Applications Committee (FRDAC)

The purposes for this committee include identification and prioritization of research needs in Alaska and facilitating the development and exchange of fire effects, fire behavior, and fire danger information and applications to meet the needs of the member agencies of the Alaska Wildland Fire Coordinating Group (AWFCG).

One of the primary tasks of the FRDAC is to maintain a prioritized list of research needs that is reviewed at 2-3 year intervals. Other activities include development of fire effects monitoring and fuel moisture-sampling protocols along with contributions to statewide products including an interactive map of fire research plots, and a bibliographic reference collection on fuels and fire effects. FRDAC products are available on the AWFCG Committees webpage (https://fire.ak.blm.gov/administration/awfcg_committees.php).

Fire Modeling and Analysis Committee (FMAC)

The purpose of this committee is to provide cohesive direction and collaborative response to address interagency needs for fire modeling and analysis within Alaska. This committee provides comprehensive integration and coordination in support of statewide analysis and modeling concepts, data needs, and training/mentoring. It also provides consolidated responses to data and information requests to ensure Alaska-specific needs, anomalies, and conditions are supported in national systems. The FMAC is responsible for updating a fuel model guide to Alaska vegetation and has been designated by the AWFCG as the Alaska liaison and point of contact for the LANDFIRE project. FMAC information is available on the AWFCG Committees webpage (https://fire.ak.blm.gov/administration/awfcg_committees.php).

AWFCG also participates in the Alaska Fire Science Consortium (AFSC) (https://www.frames.gov/partner-sites/afsc/home/). The AFSC is one of fifteen regional consortia supported by the Joint Fire Science Program and is part of a national fire science exchange network. Their primary purpose is to strengthen the link between fire science research and on-the-ground application by promoting communication between managers and scientists, providing an organized fire science delivery platform, and facilitating collaborative scientist-manager research development. In order to accomplish this, AWFCG is committed to providing input through the AFSC advisory board members and to participating in and supporting AFSC functions.

52. RECORD RETENTION:

Refer to *Master Agreement* (https://fire.ak.blm.gov/administration/asma.php).

53. ACCIDENT INVESTIGATIONS:

The thresholds for levels of accident investigations required are identified in individual Agency policies and in Chapter 18 of the *Interagency Standard for Fire and Fire Aviation Operations* (https://www.nifc.gov/policies/pol_ref_redbook.html).

An accident investigation will be initiated by the agency with operational control of the incident on which it occurs. The investigating agency will provide all information to the accident investigation team, if established. Affected agencies (including the employing agencies for involved personnel) will share information related to the accident and investigation with other affected agencies, upon request and within their legal parameters.

- Operational control of a wildfire (including a prescribed fire that has been converted to a wildfire) is held by the Protecting Agency.
- Operational control of a prescribed fire will be defined in the Prescribed Fire Plan.
- Operational control during normal and routine business is held by the employing agency, or agency for which the affected individual(s) are fulfilling an assignment. For example, USFS smokejumpers filling a Resource Order for a booster crew and assigned to AFS are under the operational control of AFS despite USFS being the employing agency.

54. PURCHASER, CONTRACTOR, OPERATOR, PERMITTEE, ETC., FIRES:

Refer to *Master Agreement* (https://fire.ak.blm.gov/administration/asma.php).

55. WAIVER OF CLAIMS:

Refer to *Master Agreement* (https://fire.ak.blm.gov/administration/asma.php).

56. EQUIPMENT, SUPPLIES, CACHE ITEMS:

The Parties to this Agreement agree to provide fire cache support to each other on an as-available basis. Fire Cache supplies and equipment are prioritized and intended to be for support of on-going fire incidents. On a case-by-case basis, other orders, such as preparedness, non-fire, or non-emergency requests may be filled but require reimbursable agreements. All equipment and supply costs including transportation and cache restocking are charged to the code generating the workload. Abnormal or unique transportation costs will be negotiated at the time of request. Reimbursable agreements may be used to develop and stock specialized Alaska equipment in the caches.

a. WAREHOUSE CATALOG

The Alaska Interagency Catalog of Fire Supplies and Equipment (https://afs.ak.blm.gov/support/supply.php) will be jointly maintained between AFS and DNR.

b. INCIDENT SUPPORT

Prior to placing orders for equipment or supplies out of state, all resources within the state will be utilized to the extent they are available. Resource ordered supplies and equipment not available in state will be ordered through the National Fire Cache system.

Cost for equipment and supplies for incident use drawn from the DNR or AFS fire caches or warehouses shall be included in billing for Suppression and Non-Specific Suppression Support. Billing justification shall include item(s) name, catalog number, quantity, cost, and initial request or Resource Order number, incident project name/number, and warehouse issue and return printouts.

The incident or receiving agency will be responsible for returning all supplies and equipment not consumed by the incident to the issuing agency. Returns will be made in a timely manner by the most practical and cost-effective means.

c. PROPERTY LOSS OR DAMAGE

Refer to the *Interagency Standard for Fire and Fire Aviation Operations* (https://www.nifc.gov/policies/pol_ref_redbook.html) and both the *IBMH* and the Alaska *IBMH*.

d. FRESH FOOD CONTRACTS

DOF maintains the contract for fresh food and catering services. Reference the *AIMG* for the process to request fresh food boxes.

e. HAINES AREA CACHE SUPPORT

Material support to fire operations in the Haines Area will still be principally supplied through state fire caches located in Haines, Palmer, and Fairbanks prior to ordering through the Interagency Fire Cache in Fairbanks. Access to and use of the Haines fire cache will be granted to Tongass National Forest personnel to support preparedness and suppression activities. The Tongass National Forest will be responsible for inventorying and maintaining readiness of the Haines fire cache. DOF will be responsible for re-supplying items used for a fire or replacing items that have expired (e.g., supplies with a "use by" date).

57. TRANSPORTED EQUIPMENT:

Refer to *Master Agreement* (https://fire.ak.blm.gov/administration/asma.php).

58. AUTHORIZED REPRESENTATIVES:

The Statewide AOP signatories will be the DNR Chief of Fire and Aviation, the AFS Manager, USFS Regional Director of Fire, Fuels and Aviation, the FWS Regional Fire Management Coordinator, and the Regional Fire Management Officers for NPS and BIA.

SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have executed *this 2018 Alaska Statewide Annual Operating Plan, Exhibit C* of the *2015 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

Date: 3-29-2018

Jason Dollard
Regional Fire Management Officer
Bureau of Indian Affairs, Alaska Region

Date: 29 March 2018

Kent Slaughter
Manager, Alaska Fire Service
Bureau of Land Management

Date: 4/1/18

Doug Alexander
Regional Fire Management Coordinator
Fish and Wildlife Service, Alaska Region

Date: March 29, 2018

Brian Sorbel
Regional Fire Management Officer (Acting)
National Park Service, Alaska Region

United States Department of Agriculture

Date: 3-29-2018

John Giller
Regional Director Fire, Fuels, and Aviation
United States Forest Service, Region 6 and 10

State of Alaska Department of Natural Resources

Date: 3/29/2018

Tom Kurth
Chief of Fire and Aviation
Alaska Department of Natural Resources

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Attachment 1. Annual Fixed Costs

Attachment Table 1-1: Annual Fixed Costs - DNR bills AFS

Item	*Formula*	*2018 Costs*
Mobile IFM Support/Maintenance	Negotiated expenditures for unscheduled IFM support and maintenance. Documentation will be provided.	TBD

Attachment Table 1-2: Annual Fixed Costs - DNR bills USFS

Item	*Formula*	*2018 Costs*
Pioneer Peak IHC **(Clause 15.k)**	USFS preparedness funds	$164,000

Attachment Table 1-3: Annual Fixed Costs - AFS bills DNR

Item	*Formula*	*2018 Costs*
AICC Office Space DNR Logistic Coordinator DNR Intelligence Coordinator **(Clause 14 & 15.p)**	96 sq. ft. of office space X $3/sq. ft. X 12 mos. = $3,456 $3,456 X 2 positions = $6,912 192 sq. ft. X $8.8859 (FT WW utility rate) = $1,706 2 phone lines X $30/line X 12 mos. = $720 Toll Calls 2 lines X $100/mo. X 12 mos. = 2,400 $6,912 + $1,706 + $720 + $2,400 = $11,738	$11,738
AICC Tactical Desk Support **(Clause 14)**	Agreed upon figure for 2018	$0
Air Tanker Base Manager **(Clause 45.g)**	Jointly funded ATBM position that exists on the AFS Table of Organization.	$25,000
DNR Fire Operations Forester office space **(Clause 15.p)**	165 sq. ft. of office space X $4/sq. ft. X 12 mos. = $7,920 165 sq. ft. X $8.8859 (FT WW utility rate) = $1,466 3 telephone line X $30/line X 12mo = $1,080. Toll calls: $100/mo. X 12 mos. = $1,200 $7,920 + $1,466 + $1,080+ $1,200 = $11,666	$11,666
DNR Pilots, Air Attack, Retardant personnel assigned to Fort Wainwright. office space **(Clause 45.h)**	560 sq. ft. of office space X $3/sq. ft. X 4 mos. = $6,720 560 sq. ft. X $3.0089 (FT WW utility rate) = $1,685 $7.50/day for 120 days for porta-potty service = $900 $6,720 + $1,685 + $900 = $9305	$9,305
DNR Public Affairs Officer office space **(Clause 51)**	112 sq. ft. of office space X $3/sq. ft. X 12 mos.= $4,032 112 sq. ft. X $8.8859 (FT WW utility rate) = $995 1 telephone line X $30/line X 12 mos. = $360 Toll calls: $100/mo. X 12 mos. = $1,200 $4,032 + $995 + $360 + $1,200 = $6,587	$6,587
DNR Strategic Planner office space **(Clause 15.p)**	173 sq. ft. of office space X $3/sq. ft. X 12 mos.= $6,228 173 sq. ft. X $8.8859 (FT WW utility rate) = $1,537 1 telephone line X $30/line X 12 mos. =$360 Toll calls: $100/mo. X 12 mos. = $1200 $6,228 + $1,537 + $360 + $1,200 = $9,325	$9,325
Experimental Forecast of Area Burned for Interior Alaska (**Clause 9.a**)	DNR's agreed upon share. Funds to reimburse AFS	0
Interagency Cache Planning (**Clause 56**)	AFS will bill DNR the negotiated amount of monetary support. $20,000 was billed in 2009; no costs allocated in 2010, 2011, 2012 2013, 2014, 2015, 2016, or 2017. 2018	0

Item	*Formula*	*2018 Costs*
Interagency Electronic Mechanic's Labor (**Clause 0**)	AFS-DNR negotiated funding for an Electronic Mechanic who will provide program oversight, mission planning, technical assistance, and field maintenance for radio and RAWS sites.	$20,000
Interagency GIS and IT Mapping Application Development and Support (**Clause 43.b**)	AFS-DNR negotiated no 2018 charge for continued Interagency GIS and IT Mapping Application development, data, implementation, and support provided by AFS, including but not limited to: Alaska Known Sites Database, Fires, Integrated Fire Management (IFM) data, etc.	$0.0
Lightning Detection Network (**Clause 44.f**)	33.33%s for installation, maintenance, and operating costs. Annual maintenance and equipment replacement of ALDN is based upon actual maintenance and amortized replacement costs of the equipment infrastructure. Equipment infrastructure = $70,152, Maintenance = $34,425, $70,152 + $24,425 = $94,577 1/3 X $104,577 = $34,510	$34,510
McGrath Facilities (**Clause 15.p**)	Annual maintenance expense	TBD
Non-Suppression Support	Negotiated expenditures for unscheduled non-suppression support. Documentation will be provided.	TBD
Radio Maintenance (**Clause 0**)	3 sites in McGrath area @$1,700 per site, 1 shared site @ $850 and McGrath Field Station @ $850. Figures are from ITCG AOP and do not include labor. This cost may be offset by any fuel provided by the DOF McGrath Station.	$6,800
Radio/RAWS Site Unscheduled Maintenance (**Clauses 0** and **44.d**)	Negotiated expenditures (aviation, travel, equipment, supplies and parts) for unscheduled radio/RAWS maintenance. Labor excluded. Backup documentation will be provided	TBD
RAWS Maintenance (**Clause 44.d**)	Costs per RAWS site includes: travel ($700), parts ($1330) and sensor maintenance and calibration (NIFC Depot Maintenance) ($900). $700 + $1330 + $900 = $2930 per site Maintenance for 25 sites: $2930X 25 = $73,250*. *Figures are from ITCG AOP	$73,250
Teletype (**Clause 43.c**)	40% of the costs of the teletype hub operation, application maintenance, and direct support to DNR users	$5,000

Attachment 2. Suppression and Non-specific Support Costs

Attachment Table 2-1: Suppression and Non-specific Support Costs

Item	*Formula*
Default Cost Apportionment for incidents where the initial action was intended to extinguish the wildfire (**Clause 38.a**)	Costs will be apportioned based on jurisdictional acres burned and the associated responsible fiscal party(ies).
Default Cost Apportionment for incidents where the initial action upon discovery is surveillance, or site specific protection (**Clause 38.a**)	All costs incurred are attributed to the agency on whose land the fire originated and billed to the fiscally responsible party.
Default Cost Apportionment for Non-Standard Responses (**Clause 38.a.1)**	An incident-specific cost apportionment agreement should be considered for fires involving multiple jurisdictions that have received a non-standard initial response as defined in the AIWFMP. A fire originating in the Critical, Full, or Pre-conversion Modified Fire Management Option that is not immediately suppressed due to lack of resources or safety concerns may be a likely candidate for an incident-specific cost apportionment agreement. By default, non-standard initial responses will be apportioned as described in **Clause 38.a** above.
Default Cost Apportionment for Merged Fires (**Clause 38.a.2)**	An incident-specific cost apportionment agreement should be considered for allocating costs between fires that involve multiple jurisdictions and have merged (burned together). (See ICS-209 and agency final fire reports directions for reporting requirements and reference *NWCG Memo EB-M-11-014* at https://www.nwcg.gov/memos/eb-m-11-014 for additional considerations.) By default, when wildfires merge, costs for each fire will be maintained independently and will be apportioned as described in **Clause 38.a** above.
Default Cost Apportionment for Incident Complexes (**Clause 38.a.3)**	Costs will be attributed to each fire in the complex and apportioned as listed above. Complex costs that cannot be attributed to individual fires will be prorated and apportioned as a percentage of effort/cost attributed to each fire. An incident-specific cost apportionment agreement should be considered for allocating costs between fires involving multiple jurisdictions that are managed as an Incident Complex. Only costs that cannot be reasonably attributed to an individual fire will be assigned to the Complex code unless otherwise directed in an incident-specific cost apportionment agreement. Incident costs charged to the Complex will be allocated to individual fires based on the percentage of effort involved in managing individual fires. The allocation method employed will be documented in the incident-specific cost apportionment agreement By default, when wildfires are assigned to a complex, costs for each fire within the complex will be apportioned as described in **Clause 38.a** above. By default, costs charged to the complex code will be allocated to individual fires prior to apportionment as follows: $FireTotal_x = FireCode_x + \left(ComplexCode * \frac{FireCode_x}{(FireCode_1 + FireCode_2 + FireCode_3 + \cdots + FireCode_n)}\right)$ Where: $\boldsymbol{FireTotal_x} = Total\ fire\ costs, including\ proportional\ share\ of\ complex\ code\ charges$ $\boldsymbol{FireCode_x} = Costs\ charged\ to\ individual\ fire\ codes$ $\boldsymbol{ComplexCode} = Costs\ charged\ to\ complex\ code$ $\boldsymbol{n} = number\ of\ fires\ in\ complex$

Item	*Formula*
Joint Projects and Project Assistance including Prescribed Fire (**Clauses 21 & 25**)	All project costs will be billed to the agency that developed the project unless otherwise agreed to in the project plan.
Extended and Weekend Staffing for Statewide Shared Tactical Resources (**Clause 15.b**)	Costs for tactical resources and their support will be allocated to the agency making the request.
Local Extended Staffing (**Clause 15.f**)	As authorized by the Protecting Agency FMO.
Supplemental Resource Requests (**Clause 15.g**)	Costs will be apportioned as decided in the Daily Statewide Strategy Meeting or by the AMAC.
Fire Medic Program (**Clause 15.i**)	Billed costs for Fire Medic salaries and kit resupply are included with incident expenses. Pre-season training costs are allocated equally to AFS and DNR. A complete cost accounting of the fire medic program including overhead, supplies, and training for non-incident related expenses will be provided to all agencies by September 30th
Training (**Clause 42.c**)	Student expenses associated with field deliverable courses will be included in the incident costs.
Various Support functions Interagency Fire Dispatch Centers (**Clause 13.a**), Equipment and Supplies (**Clause 56**), Aviation Operations(**Clause 45.n**)	Costs incurred are attributed to an incident but, when necessary and as authorized by the Protecting Agency FMO, may also be charged to non-specific support code.
Administrative Fee (**Clause 46.g**)	A 10% administrative fee has been negotiated for calendar year 2018. This fee may be charged against each agency's Suppression and Non-Specific Support total. It applies to those agencies that are allowed to bill an administrative fee. The USFS, FWS, NPS, BIA, and DOF agree that when billing each other this fee will not exceed an annual maximum of $350,000. The BLM and DOF agree that when billing each other this fee will not exceed an annual maximum of $450,000.

Attachment 3. Protection Area Boundary Changes

Protecting Agencies may change protection boundaries within their area of responsibility or may negotiate boundary changes with other Protecting Agencies. The following procedures are designed to ensure adequate and consistent documentation of protection area boundary changes. Collaboration between all affected protecting and jurisdictional agencies is essential in the change process. Completed change packages are due to Alaska Fire Service by March 1.

Change Process

1. The Protecting Agency(ies) involved in the boundary change will inform affected Jurisdictional Agencies of the proposed change early in the process.
2. The Protecting Agency(ies) involved in the boundary change will produce a change package including the following documentation:
    a. Description of boundary change
    b. Reasons for boundary change
    c. Any agreements developed in support of the boundary change
    d. Spatial data representing the boundary change
    e. Summary of effects on Jurisdictional Agencies
    f. Summary of changes to the AOP, AIWFMP, or other plans or agreements made necessary by the boundary change.
3. Approved and verified protection area boundary change packages will be submitted by the initiating Protecting Agency(ies) to AICC, the AFS Planners, and AFS GIS by March 1.

    Email submission (preferred):

    AFS Fire Planning Specialist: BLM_AK_AFS_FirePlanning@blm.gov

    and

    AFS GIS Staff: BLM_AK_AFS_GIS@blm.gov

    Mail submission:

    Fire Planning Specialist
    BLM-Alaska Fire Service
    P.O. Box 35005
    Ft. Wainwright, AK 99703

4. AFS GIS will update the protection area layer within the Digital Atlas by April 1.
5. The AFS Planners will submit data to the National Fire Decision Support Center for inclusion in the WFDSS data layer.
6. AICC will archive the change package for future reference.
7. If any participant in the review/change process believes that the change process has been circumvented, unfairly implemented, or unduly delayed they will notify their AWFCG representative. The AWFCG is the final arbitrator for resolving procedural issues associated with the protection area change process.

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Attachment 4. Protection Area Boundary Change Form

Send completed change package to:

Email submission (preferred):

AFS Fire Planning Specialist:
BLM_AK_AFS_FirePlanning@blm.gov

and

AFS GIS Staff:
BLM_AK_AFS_GIS@blm.gov

Mail submission:

Fire Planning Specialist
BLM-Alaska Fire Service
P.O. Box 35005
Ft. Wainwright, AK
99703

The following steps have been completed by the Protecting Agency(ies):

☒ All affected Jurisdictional Agencies have been notified.

☐ Attach Description of boundary change including:

- ☐ Geographic description of boundary change including display map
- ☐ Reasons for boundary change
- ☐ Summary of effects on Jurisdictional Agencies
- ☐ Summary of potential changes to the AOP, AIWFMP, or other plans or agreements made necessary by the boundary change.

☐ Attach copies of any agreements developed in support of the boundary change

☐ Submit spatial data representing the boundary change including basic metadata (zipped geodatabase or zipped shapefile)

Protecting Agency

Agency _____ Administrative Unit_____

Name _____ Title_____

Email _____Phone Number_____

Signature _____

Protecting Agency

Agency _____ Administrative Unit_____

Name _____ Title_____

Email _____Phone Number_____

Signature _____

GIS/ map product prepared by:

Name _____Title_____

Email _____Phone Number_____

The following steps have been completed by the Alaska Fire Service:

☐ The Protection Area boundary changes identified and approved above have been made to the official Digital Atlas, the AICC Paper Atlas, and within WFDSS; and the change package has been archived.

Digital Atlas Updated By: _____ Date: _____

AICC Paper Atlas Updated/ Change Archived By: _____ Date: _____

WFDSS Update Submitted By: _____ Date: _____

Attachment 5. Alaska Native Organizations & Lands

Alaska Regional & Village Native Corporations (ANCSA Corporations)

Alaska Native Corporations were established in 1971 when the United States Congress passed the *Alaska Native Claims Settlement Act (ANCSA).* ANCSA was designed to settle land and financial claims made by Alaska Natives and provided for the establishment of 13 Regional Corporations and over 200 Village Corporations to administer those claims. Many of the Village Corporations have merged with other Village Corporations or into their parent Regional Corporation since that time. ANCSA Corporations are 'for profit' entities. Both Regional (with the exception of The 13th Regional Corporation) and Village Corporations have selected land in and around native villages throughout the state in proportion to their enrolled populations. Most of these lands have been conveyed to the ANCSA Corporations; however, some selected lands remain under federal ownership. In most cases, only surface rights have been conveyed to Village Corporations. Regional Corporations own the subsurface rights of both their own conveyances and of those of the Village Corporations.

Fire Management Considerations for ANCSA Corporation Lands

The *1971 Alaska Native Claims Settlement Act (43 U.S.C. 1620(e))* as amended by the *1980 Alaska National Interest Lands Conservation Act (16 U.S.C. 1409)* states:

> *Public lands status of real property interests exempt from real estate taxes for purposes of Federal highway and education laws; Federal fire protection services for real property interests without cost. Real property interests conveyed pursuant to this chapter to a Native individual, Native group, corporation organized under section 1613(h)(3) of this title, or Village or Regional Corporation shall, so long as the fee therein remains not subject to State or local taxes on real estate, continue to be regarded as public lands for the purpose of computing the Federal share of any highway project pursuant to Title 23, as amended and supplemented, for the purpose of the Johnson-O'Malley Act of April 16, 1934, as amended (25 U.S.C.A. section 452), and for the purpose of Public Laws 815 and 874, 81st Congress (64 Stat. 967, 1100).* ***So long as there are no substantial revenues from such lands they shall continue to receive wildland fire protection services from the United States at no cost.***

Department of the Interior Manual 620 Chapter 5.3 delegates BLM the responsibility to provide cost-effective wildland fire suppression services on Alaska Native lands:

> *5.3* ***Program Requirements****. Nothing in this chapter relieves heads of bureaus/offices of management responsibility and accountability for activities occurring on their respective lands.*
>
> *A. The Bureau of Land Management (BLM) maintains and operates the DOI wildland fire suppression organization in Alaska with the primary intention of providing cost-effective suppression services and minimizing unnecessary duplication of suppression systems for DOI bureaus/offices. The BLM provides statewide mobility of wildland fire resources.*
>
> *B.* ***The BLM Alaska Fire Service (BLM-AFS) is authorized to provide safe, cost-effective wildland fire response consistent with approved land, natural and cultural resource management plans on DOI administered land and on lands that require protection under the Alaska Native Claims Settlement Act (ANCSA), as amended (43 U.S.C.1620(e)), hereinafter referred to as Native lands.***
>
> *C. The BLM-AFS executes these services within the framework of approved fire management plans or within the mutually agreed upon standards established by the respective land managers or owners.*
>
> *D.* ***Wildland fire response services and other fire management activities provided on Native lands under the authority of ANCSA will consider Native lands managers on an equal basis with Federal land managers.***

E. Each bureau/office will conduct non-response wildland fire management activities such as planning, education, and prevention, fuels management, establishing wildfire response strategies, and setting priorities for the wildfire response organization on respective bureau lands.

Based on this direction:

- ANCSA Corporations are considered the Jurisdictional Agency for surface lands that have been conveyed to them, and are annually given the opportunity to validate or change the AIWFMP Fire Management Options for those lands.
- ANCSA Corporation lands are treated as DOI lands for the purpose of cost-apportionment (**AOP Clause 38, Table 6**).
- BLM- Alaska Fire Service (AFS) provides liaisons to the ANCSA Corporations to facilitate fire notifications and the WFDSS decision support process. FMOs and AFS liaisons will coordinate to ensure ANCSA Corporations are informed about fires occurring on or threatening their lands, and are represented in fire management decisions.
    - AFS Zone FMOs serve as the liaisons for all incidents involving ANCSA Corporation lands in their AFS Protection Zone. AFS Zone FMOs are the WFDSS fiscal/jurisdictional signatory for incidents costing less than $5 million in DOI funds. The AFS Manager is the WFDSS signatory for incidents in the zones costing $5 million or more in DOI funds.
    - The AFS Military Zone FMO serves as the liaison for all incidents involving ANCSA Corporation lands in DOF Protection within the Tok, Delta and Fairbanks Areas. The AFS Military Zone FMO serves as the liaison and WFDSS fiscal/jurisdictional signatory for incidents costing less than $5 million in DOI funds. The AFS Manager is the WFDSS signatory for incidents in these areas costing $5 million or more in DOI funds.
    - The AFS South Zone Fire Management Specialist serves as the liaison for all incidents involving ANCSA Corporation lands in USFS protection or in DOF Protection within the Copper River, Mat-Su, Kenai-Kodiak, and Southwest Areas. The AFS South Zone Fire Management Specialist serves as the liaison and WFDSS fiscal/jurisdictional signatory for incidents in these areas costing less than $5 million in DOI funds. The AFS Manager is the WFDSS signatory for incidents in these areas costing $5 million or more in DOI funds.

Tribal Governments

There are 229 federally recognized tribes in Alaska. Most have tribal councils as their governing bodies. There is a variety of names for these councils including 'Native council,' 'tribal council,' 'IRA council,' 'village council,' and 'traditional council.' All of these refer to the governing body of a tribe. Tribes and Tribal Governments are distinct from ANCSA Regional and Village Corporations.

Even though ANCSA places its land entitlement with the ANCSA Corporations, most tribes in Alaska own some land. Tribes have acquired land through various means including purchases, gifts, and through land transfers from ANCSA Corporations and cities. Tribally owned parcels range from small lots to large tracts transferred from ANCSA Corporations. Tribally owned lands are in fee simple status and in Alaska are not considered held in Trust for jurisdictional purposes.

Under fee-to-trust regulations (25 CFR 151) Alaska Native individuals and tribal landowners have the option of asking the federal government to place their lands into federal trust status. Land transferred by an ANCSA corporation to a tribe, land transferred to a tribe by a municipality, townsite lots that were deeded to a tribe, Native Allotments, lands donated or gifted to a tribe or individual, and lands purchased by a tribe may be eligible for trust status. As of March 1, 2018, the only approved fee-to-trust land in the State is a 1-acre parcel placed into trust by the Craig Tribal Association.

Fire Management Considerations for Tribal Governments

Tribal governments in Alaska have all the immunities and privileges available to other federally acknowledged Indian tribes by virtue of their government-to-government relationship with the United States as well as the responsibilities, powers, limitations and obligations of such tribes.

Although tribally owned lands are in fee simple status, and fire management responsibilities are not identified in *ANCSA*, *ANILCA*, or *620 DM 5.3*, tribal lands are currently treated similarly to ANCSA Corporation lands for fire management purposes. See *Fire Management Considerations for ANCSA Corporation Lands* above.

Federally Administered Indian Trust Lands (including Native Allotments)

Federally administered Indian trust lands in Alaska include the Annette Island Indian Reservation, some Town Site lots created under the *1891 Townsite Act*, and lands placed into trust under the fee-into-trust regulation that was broadened to include Alaska tribes in 2013.

In addition, restricted-title Alaska Native Allotments are treated as trust lands for the purpose of fire protection. A Native Allotment is a parcel or parcels of land, totaling up to 160 acres, conveyed by restricted deed to an Alaska Native under the terms and conditions of the *Alaska Native Allotment Act of 1906* and 1956 amendment; and the *Alaska Native Veteran Allotment Act of 1998. 43 U.S.C. §§ 357, 357a, 357b*.

Under fee-to-trust regulations (25 CFR 151), Alaska Native individuals and tribal landowners have the option of asking the federal government to place their lands into federal trust status. Land transferred by an ANCSA corporation to a tribe, land transferred to a tribe by a municipality, townsite lots that were deeded to a tribe, Native Allotments, lands donated or gifted to a tribe or individual, and lands purchased

by a tribe may be eligible for trust status. As of March 1, 2018, the only approved fee-to-trust land in the State is a 1-acre parcel placed into trust by the Craig Tribal Association.

The Department of the Interior, Bureau of Indian Affairs (BIA) has been tasked with the protection of Alaska native trust lands. This protection is intended to protect the natural and cultural resources of the land for current and future generations of Alaska Natives.

Fire Management Considerations for Federally Administered Indian Trust Lands

Department of the Interior Manual 620 Chapter 5.3 delegates wildland fire suppression services for DOI administered lands (including trust lands) to BLM. These services are provided by BLM- Alaska Fire Service (AFS), and by the State of Alaska and US Forest Service through the *Alaska Master Cooperative Wildland Fire Management and Stafford Act Response Agreement (2015 Alaska Master Agreement)*.

The BIA serves as the Jurisdictional Agency for all Indian Trust lands in Alaska.

The BIA Regional Fire Management Officer is the primary notification point-of-contact for all trust lands that are impacted or threatened by wildland fire.

Some of the 229 federally recognized tribes in Alaska have compacted with the BIA through their tribal governments to become a service provider for some allotment owners that are members of the tribe. Compacted tribal governments provide a point of contact, and valuable and pertinent local information for suppression agencies. Some tribal governments have joined into non-profit consortiums in order to pool resources and provide a better service to the tribal members they represent. Examples of such consortiums include:

- Tanana Chiefs Conference (TCC)
- Chugachmuit
- Association of Village Council Presidents (AVCP)

The level of service provided will vary from one Service Provider to the next. BIA serves as the Service Provider for trust lands where no Tribal or Consortium service provider has compacted services.

Notwithstanding the compacting process, the BIA never relinquishes its trust responsibility as the jurisdictional agency for Trust and restricted-title lands, as long as they remain in trust or in restricted status.

Service Providers are responsible for:

- Serving as an additional point of contact for Protecting Agencies for fire management concerns regarding allotments identified in their service area.
- Maintaining site-specific information for allotments identified in their service area.
- Assisting the Protecting Agency in the protection of trust lands during an ongoing incident.
- Serving as Resource Advisors for the suppression efforts affecting allotments identified in their area.

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Attachment 6. Cross-billing Timeline

	FIRE SEASON #1												FIRE SEASON #2												FIRE SEASON #3														
	Jan	Feb	Mar	Apr Fire Season	May Fire Season	Jun Fire Season	Jul Fire Season	Aug Fire Season	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr Fire Season	May Fire Season	Jun Fire Season	Jul Fire Season	Aug Fire Season	September	October	November	December	January	February	March	Apr Fire Season	May Fire Season	Jun Fire Season	Jul Fire Season	Aug Fire Season	September	October	November	December			
Fire Cost Estimating & Declarations																																							
Estimating Against End of FY Balances				X	X	X										X	X	X										X	X	X									
Estimating Against Beginning of FY Balances							X	X											X	X											X	X							
Actuals - Hone in Costs for Prior FY (1st 1/2 of Fire Season)																																							
Collect pre-July largest fires' % payment responsibility from AICC							X												X												X								
Collect pre-July fires' costs from BLM, USFS, Alaska							X	X											X	X											X	X							
Establish Payables and Receivables for FY Closeout								X												X												X							
Actuals - Hone in Costs for Fire Season																																							
Collect all season's fire % payment responsibility from AICC										X												X												X					
Collect all season's fire costs from BLM, USFS, Alaska											X												X												X				
Adjust Prelim Payables and Receivables for Fire Season												X												X												X			
AICC Review of Draft Prelim Spreadsheet for Accurate Fire Data														X												X												X	
Billings																																							
Exchange Prelim Sheets with BLM & USFS, agencies load current costs																X												X											
Exchange Prelim billings & Payments																	X														X								
Provide/exchange detailed documentation, zone/area review, cost challenges																							X	X	X	X									X	X	X	X	
Agree on Final and Exchange Final Billings and Payments																							USFS	BLM											USFS				BLM
	Calendar Year												Calendar Year												Calendar Year														
							Fiscal Year												Fiscal Year												Fiscal Year								
							FY Close/Reapprop												FY Close/Reapprop												FY Close/Reapprop								

Fire Season #1 Accounting

Fire Season #2 Accounting

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 l: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