

**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 # 10KE023046

DUNS No. 070395728

BUREAU OF LAND MANAGEMENT ALASKA

Agreement # AK-2010-0001

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FISH AND WILDLIFE SERVICE

Alaska Region

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NATIONAL PARK SERVICE

Alaska Region

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UNITED STATES DEPARTMENT OF AGRICULTURE

FOREST SERVICE

Alaska Region

Agreement # 10-FI-11100100-040

DUNS No. 929332484

STATE OF ALASKA

DEPARTMENT OF NATURAL RESOURCES

Agreement # MI-10-032

DUNS No. 103328576

## 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 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)

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 Indian Forest Resources Management Act (P.L. 101-630, Title III)

National Park Service Act, as amended (67 Stat. 495; 16 U.S.C. 1b)

National Wildlife Refuge Administration Act of 1966 (16 U.S.C. 668dd-668ee, 80 Stat. 927, as amended)

National Wildlife Refuge System Improvement Act of 1997 (P.L. 105-57)

NPS Organic Act (16 U.S.C.1)

Protection Act of September 20, 1922 (42 Stat. 857; 16 U.S.C. 594)

Reciprocal Fire Protection Act of May 27, 1955 (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)

Taylor Grazing Act of June 28, 1934 (48 Stat. 1269; 43 U.S.C. 315)

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)

## 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
DOA	United States Department of Agriculture
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
JIC	Joint Information Center
MAC	Multi-Agency Coordination Group
MOU	Memorandum of Understanding
NIMS	National Incident Management System
NIIMS	National Interagency 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
USFS	United States Department of Agriculture Forest Service
WFDSS	Wildland Fire Decision Support System

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Exhibit C	Alaska Statewide Annual Operating Plan (AOP) Incorporated by reference: Alaska Interagency Mobilization Guide Alaska Interagency Wildland Fire Management Plan
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 (Currently does not apply to Alaska)
Exhibit H	Use of and Reimbursement for Shared Resources in Stafford Act Response Actions
Exhibit I	Stafford Act Glossary

## 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. This includes 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 such events that are 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. Planning through this Agreement will enable better use of shared response to these types of situations.

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."

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. 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.nwccg.gov/>, or by direct link at <http://www.nwccg.gov/pms/pubs/glossary/index.htm>), and the Stafford Act Response terminology available at the FEMA NRF Resource Center glossary ([www.fema.gov/emergency/nrf/glossary](http://www.fema.gov/emergency/nrf/glossary)).

1) Incorporation of Exhibits into this Agreement

The following exhibits are hereby incorporated into this Agreement

Exhibit A	Glossary of Terms
Exhibit B	Principal Contacts
Exhibit C	Alaska Statewide Annual Operating Plan (AOP) Incorporated by reference: 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
Exhibit G	Supplemental Fire Department Resources (Currently does not apply in Alaska)
Exhibit H	Use of and Reimbursement for Shared Resources in Stafford Act Response Actions
Exhibit I	Stafford Act Glossary

Exhibits to this Agreement may be revised upon request of the Parties to this Agreement through execution of the Statewide AOP. The latest revision of any Exhibit will automatically be incorporated into this Agreement without necessitating a formal modification.

2) Acknowledgement of Supplements to this 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.

3) Hierarchy and Precedence

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

The Alaska Statewide AOP 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 the Statewide AOP. It will be updated annually to address issues and concerns.

4) Administrative 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.

## 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.

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

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; the Federal Agencies have entered into a national Interagency Agreement for Fire Management to cooperate in all aspects of fire management. (See *National Interagency Mobilization Guide*)
6. **Stafford Act Responses:** It is expected that all federal, state and local agencies will coordinate assistance and operations during Presidential/Stafford Act declared emergencies and major disasters by following the procedures and requirements established in the 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 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.

State Disaster Declarations and non-Stafford Act response resource requests are outside the scope of this Agreement.

7. **Expectations:** The roles and expectations of Parties to this Agreement will be identified further in the Statewide AOP and shall be distinguished as follows:

- a. **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.

“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 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 corporate lands.

- b. **Protecting 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, or this cooperative 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 protection services to all the jurisdictional agencies within their Protection Area. Protection Areas are addressed in Clause 16 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

### 8. Coordinating Groups

- a. **Alaska Wildland Fire Coordinating Group:** 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:** 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.

9. **National Incident Management System:** The Parties to this Agreement will operate under the concepts defined in the Department of Homeland Security's (DHS) National Incident Management System (NIMS) or the NWCG National Interagency Incident Management System (NIIMS). In implementing these concepts, Parties to this Agreement will follow the NWCG's minimum standards as defined in the

*Wildland Fire Qualifications Systems Guide* (Publication-310-1). The organizational structure for managing each incident will be the Incident Command System (ICS).

10. **Annual Operating Plans:** A statewide AOP has been developed. Zone/Area/Forest AOPs may be developed that tier to this Agreement. The following AOPs are listed in descending order of precedence:

a. Alaska Statewide Annual Operating Plan

The Alaska Statewide AOP will address issues affecting statewide cooperation and fiscal obligations. For the 2010 fire season, the DNR Commissioner and the Alaska directors of the Federal Agencies are the signatories on behalf of their agency and administrative units. 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 will also be signatories. The AIMG and the AIWFMP are incorporated by reference into the Alaska Statewide AOP.

For the duration of this Agreement (2011-2014 or until superseded), the Statewide AOP signatories will be the DNR Chief of Fire and Aviation, the AFS Manager, USFS Regional Fire Director, and the regional fire management officers of FWS, NPS & BIA.

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. Kenai Peninsula and Southeast Alaska. UFMP may be incorporated by reference into the Zone/Area/Forest AOPs. Terms and conditions in Area/Zone/Forest AOPs may not conflict with the Alaska Statewide AOP.

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.

11. **Interagency Fire Dispatch Centers:** The Parties to this Agreement may agree to maintain, support, and participate in Interagency Fire Dispatch Centers.

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.

12. **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 the Statewide AOP.

13. **Interagency Resources:** Interagency funding, staffing, and utilization 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 the Statewide AOP.

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

14. **Standards:** It is the goal of the Parties to this Agreement 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 is not intended to 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 the AOP. When safety issues, concerns, or questions develop, an agency subject matter expert will be contacted for resolution.

The Alaska Statewide AOP addresses standards for non-agency resources. Aviation operation protocols and standards are addressed in Clause 43 of that AOP.

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

## **PREPAREDNESS**

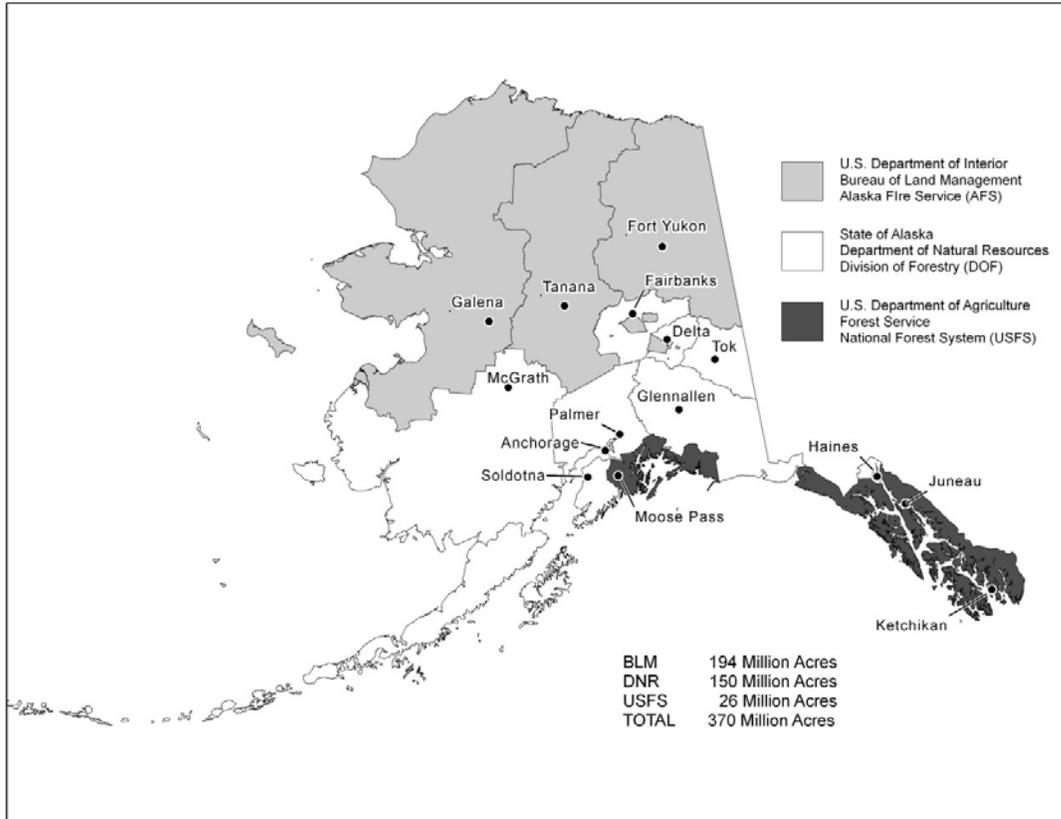
15. **Protection Planning:** Jurisdictional and Protecting Agencies will review management option designations as defined in the AIWFMP. Changes are submitted through the AWFCG procedures found at <http://fire.ak.blm.gov/administration/awfcg.php>.
16. **Protection Areas and Boundaries:** Protection areas have been mutually agreed upon and authorized by this Agreement. The AFS-DNR-USFS boundaries are delineated in the map atlas maintained by AICC and electronically available through the AFS. In general, AFS provides wildland fire suppression services to all jurisdictional agencies north of the Alaska Range; DNR provides those services south of the Alaska Range, southwest Alaska and the Haines Area; the USFS furnishes wildland fire suppression services on the Kenai Peninsula within the Chugach National Forest boundary and southeast Alaska with the exception of the Haines Area. The Annette Island Reserve (Metlakatla Indian Reserve) is outside the scope of this agreement.

Figure A below depicts Alaska Protection Areas.

Changes to the AFS-DNR-USFS boundaries may be made at the recommendation of the Protecting and Jurisdictional Agency representatives. The process is defined in the Statewide AOP.

17. **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.

**Figure A: Alaska Protection Areas**



**18. 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 the Alaska Statewide AOP, Exhibit D Reimbursable Billings and Payments, Exhibit E, Project and Financial Plan, and/or agency-specific required documents.

**19. 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.

**20. Public Use Restrictions:** Guidelines for implementing restrictions and closures shall be established in the Statewide AOP.

21. **Burning Permits:** Open debris burn permit procedures are included in the Statewide AOP. The burn permit program is managed by the DNR for specific activities and locations.

For prescribed fires, the Parties to this Agreement will follow the Alaska Department of Environmental Conservation (DEC) permitting requirement for open burn approvals.

22. **Prescribed Fire and Fuel 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.
23. **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 in the Statewide AOP.

## OPERATIONS

24. **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 the Statewide AOP.
25. **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.
26. **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.
27. **Protection Area Boundary Line Fires:** A boundary line fire, as defined in Exhibit A, Wildland Fire 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.

When there is a question regarding a Protection Area boundary, the boundary will be determined by the Protecting Agency's Zone/Area/Forest FMOs in collaboration with the involved Jurisdictional Agency unit FMO. The determination will be documented and processed outlined in the Statewide AOP Clause 16, and recorded in the AICC map atlas and the AFS electronic files.

28. **Escaped Prescribed Fires:** See Clause 29 Response to Wildfire.
29. **Response to a Wildfire:** 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.

30. **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.

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 AIWFMP. Fires that are Type 3 and above will receive a written delegation that has been jointly signed by Jurisdictional and Protecting Agencies. When the Jurisdictional and Protecting Agency is the same agency and is the employer of the Incident Commander, a written delegation for Type 3 incidents is optional.

31. **Priorities:** 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.
32. **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. Jurisdictional Agencies are responsible for any investigation and ensuing legal actions. The Jurisdictional Agencies have the option of requesting the assistance of the Protecting Agencies.
33. **Stafford Act Responses:** For Stafford Act responses, procedures and requirements established in the NRF shall be utilized 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 utilizing established dispatch coordination concepts per the current National Interagency Mobilization Guide.

## USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES

34. **Appropriated Fund Limitation:** Nothing herein shall be considered as obligating the Parties to this Agreement to expend funds, or as involving the United States, the State of Alaska, or the other Parties to this Agreement in any contract or other obligation for the future payment of money in excess of, or in

advance of, appropriated funds available for payment to meet the commitments of this Agreement and modifications thereto, except as specifically authorized by law.

35. **Duration 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.
36. **Fire Suppression and Cost Share Agreements:** The cost recovery and billing criteria for in-State fires are defined in the Statewide AOP.
  - 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 available in the *National Interagency Mobilization Guide*, Chapter 40. The DOI agencies and the USFS will submit bills for their reimbursable costs to the DNR as defined in AOP.
  - b. **DNR Billings by Incident:** DNR will bill AFS and the USFS for reimbursable costs as defined in the AOP. When DNR responds to an incident outside of the State of Alaska, the DNR will bill all applicable costs to the USFS unless the response is based upon the terms of the Northwest Compact.
37. **Incident / Fire Business Management:** Each party will abide by their own procurement regulations.
38. **Equipment and Supplies:** Equipment and supplies, (e.g., commonly used fire cache items such as pumps, hoses, nozzles, etc.) supplied by one Party and received by another Party shall become the responsibility of the receiving Party. Equipment and supplies shall be returned in the same condition as when received, reasonable wear and tear excepted. The receiving Party will repair or reimburse for damages in excess of reasonable wear and tear and will replace or reimburse for items unreturned 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 may be pursued prior to replacement or reimbursement for lost, stolen or destroyed items.
39. **Licensing:** Drivers 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. Use will be for official purposes only.
40. **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.
41. **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 Statewide AOP for radio frequencies available for use by fire resources.
42. **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. The Parties to this Agreement will jointly evaluate and agree to any deletions or additions to the system.
43. **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.

44. **Billing Procedures:** See Statewide AOP and Exhibit D, Reimbursable Billings and Payments.
45. **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. The authorized representatives of affected agencies will attempt to reach mutual agreement as soon as possible after a fire on the strategy that will be used to recover suppression costs and damages from those responsible for such costs and damages. Such strategy may alter interagency billing procedures, timing and content as otherwise provided in this Agreement. Any Party may independently pursue administrative and civil actions against those responsible to recover suppression costs and other damages.  
  
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 the responsible Jurisdictional Agency. The Protecting Agency, upon request, will provide the Jurisdictional Agency with detailed costs to support trespass cases.
46. **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.
47. **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 Statewide AOP, and Exhibits D and H.

## GENERAL PROVISIONS

48. **Fire / Incident Information:** Parties to this Agreement will coordinate and cooperate in developing and releasing appropriate incident information and educational materials to the public and the media.
49. **Miscellaneous Assistance:** 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.
50. **Personnel Policy:** Employees of the Parties to this Agreement shall be subject to the personnel rules, laws and regulations of their respective agencies.
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.
52. **Accident Investigations:** When an accident occurs involving equipment or personnel, the agency with operational control of the incident will notify the employing agencies and initiate an investigation based on established threshold listed in the Statewide AOP. Reference the *Interagency Standards for Fire and Fire Aviation Operations* and employing agency policies for current procedures.

53. **Waiver:** Parties to the Agreement shall each be responsible for their own losses arising out of the performance of this Agreement, except as provided in Clauses 37 Incident/Fire Business Management and 38 Equipment and Supplies, 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; this provision shall not relieve any Party from responsibility for claims from third parties for losses for which the Party is otherwise legally liable.

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

54. **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 this Agreement, prior to any changes being performed. No Party is obligated to fund any changes not properly approved in advance.

55. **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.

56. **Duration of Agreement:** 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.

Each Party shall have the right to terminate their participation under this Agreement by providing one-year advance written notice to the other Parties.

57. **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

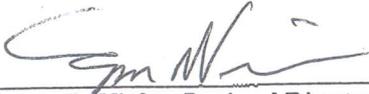
Existing agreements and operating plans remain in effect to the extent that they do not conflict with the provisions of this Agreement, but only until such time that all activities and conditions covered by those agreements can be incorporated into AOPs provided for under this Agreement, and not later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

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.

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.

SIGNATURES

UNITED STATES DEPARTMENT OF THE INTERIOR



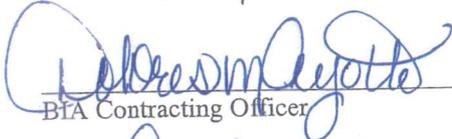
Eugene R. Virden, Regional Director (Acting)  
Bureau of Indian Affairs, Alaska Region

Date: 4-2, 2010



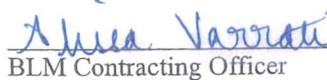
Thomas P. Lonnie, State Director, Alaska  
Bureau of Land Management

Date: 4-1-2010



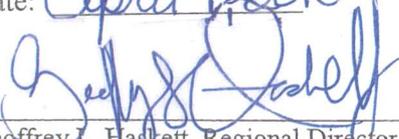
BIA Contracting Officer

Date: April 1, 2010



BLM Contracting Officer

Date: 03/31/2010



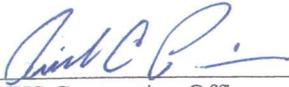
Geoffrey L. Haskett, Regional Director  
Fish and Wildlife Service, Alaska Region

Date: 4/1/10



Sue Masica, Regional Director  
National Park Service, Alaska Region

Date: 4/14/2010



FWS Contracting Officer

Date: 4/1/2010



NPS Contracting Officer

Date: 4/3/2010

UNITED STATES DEPARTMENT OF AGRICULTURE



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

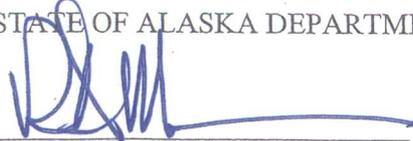
Date: 4/13/10



Michelle M. MacDonald  
Agreements Coordinator

Date: 4/12/10

STATE OF ALASKA DEPARTMENT OF NATURAL RESOURCES



Tom Irwin, Commissioner

Date: MARCH 31, 2010



Marlyns Hagen  
Agreements Coordinator

Date: 3/31/10