

**2020-2025 ALASKA MASTER COOPERATIVE
WILDLAND FIRE MANAGEMENT AND
STAFFORD ACT RESPONSE AGREEMENT**

Between

UNITED STATES DEPARTMENT OF THE INTERIOR (DOI)

**BUREAU OF LAND MANAGEMENT (BLM)
Unified Interior Region 11-Alaska**

Agreement # BLM MOU AK-2020-003
DUNS No. 062740881

**NATIONAL PARK SERVICE (NPS)
Unified Interior Region 11-Alaska
DUNS No. 618156384**

**BUREAU OF INDIAN AFFAIRS (BIA)
Alaska Region**

Agreement # 20E004600033
DUNS No. 070395728

**UNITED STATES FISH AND WILDLIFE SERVICE (USFWS)
Unified Interior Region 11-Alaska**

Agreement # FF07R03000-20X-M100
DUNS No. 151157950

UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)

**UNITED STATES FOREST SERVICE (USFS)
Region 10-Alaska**

Agreement # 20-FI-11100100-030
DUNS No. 929332484

STATE OF ALASKA (ALASKA)

DEPARTMENT OF NATURAL RESOURCES (DNR)

Agreement # MI-20-014
DUNS No. 111188079

Table of Contents

I. Authorities..... 1

II. Purpose..... 2

III. Parties to the Agreement 2

IV. Terminology, Exhibits and Supplements 3

 1. Incorporation of Exhibits into Agreement 3

 2. Acknowledgement of Supplements to the Agreement..... 4

 3. Hierarchy and Precedence for Agreements, Exhibits, Operating Plans, etc. 4

V. Period of Performance 4

 1. Commencement/Expiration 4

 2. Modifications 4

 3. Termination..... 4

 4. Annual Review..... 4

 5. Previous Agreements Superseded..... 4

VI. Recitals..... 5

 1. Intermingled and Adjacent Lands 5

 2. Fire Protection and Fire Management Organizations 5

 3. Coordinated Efforts..... 5

 4. State Resource Availability..... 5

 5. Federal Resource Availability..... 5

 6. National Interagency Agreement for Wildland Fire Management..... 5

 7. Local Resource Availability..... 5

 8. Stafford Act Responses..... 6

 9. Responsibilities of the Parties 6

VII. Interagency Cooperation 7

 1. Alaska Coordinating Groups..... 7

 2. National Incident Management System 7

 3. Operating Plans 8

 4. Interagency Dispatch Centers 8

 5. Alaska Interagency Coordination Center (AICC)..... 8

 6. Interagency Resources 9

 7. State-to-State Response..... 9

 8. Standards..... 9

VIII. Preparedness 10

 1. Protection Planning..... 10

2.	Protection Areas and Boundaries	10
3.	Methods of Fire Protection and Suppression	11
4.	Joint Projects and Project Plans	12
5.	Fire Prevention.....	12
6.	Public Use Restrictions	12
7.	Burning Permits:	12
8.	Prescribed Fire and Fuels Management	12
9.	Smoke Management.....	12
IX.	Operations	13
1.	Closest Forces Concept.....	13
2.	Fire Notifications	13
3.	Boundary Line Fires	13
4.	Independent Action.....	13
5.	Prescribed Fires Declared as Wildfires.....	14
6.	Response to Wildland Fire.....	14
7.	Delegation of Authority	15
8.	Preservation of Evidence	15
9.	Stafford Act Response	15
X.	Use and Reimbursement of Interagency Fire Resources	16
1.	Appropriated Fund Limitation	16
2.	Length of Assignments	16
3.	Cost Share Agreements.....	16
4.	Procurement.....	16
5.	Licensing.....	16
6.	Text Messaging While Driving.....	16
7.	Training.....	17
8.	Communication Systems and Facilities Access.....	17
9.	Fire Weather Systems	17
10.	Aviation Operations	17
11.	Billing Procedures.....	17
12.	Cost Recovery.....	18
13.	Stafford Act Use and Reimbursement	18
XI.	General Provisions	19
1.	Personnel Policy.....	19
2.	Supplemental Fire Department Resources	19

3.	Mutual Sharing of Information	19
4.	Freedom of Information Act	19
5.	Record Retention	19
6.	Accident Investigations.....	19
7.	Purchaser, Contractor, Operator, Permittee, Etc., Fires	20
8.	Waiver of Claims	20
9.	Equipment, Supplies, and Cache Items.....	20
10.	Transported Equipment.....	21
11.	Authorized Representatives	21
	Table of Appendices	24
	Exhibit A: Glossary and Acronyms	A-1
1.	Glossary	A-1
2.	Acronyms	A-11
	Exhibit B: Principal Contacts	B-1
	Exhibit C: Operating Plan Template	C-1
	Exhibit D: Reimbursable Billings and Payments.....	D-1
	Exhibit E: Cost Share Agreement Instructions.....	E-1
	Exhibit F: Cost Share Agreement	F-1
	Exhibit G: Supplemental Fire Department Resources Template	G-1
	Exhibit H: Use and Reimbursement for Shared Resources in Stafford Act Response Actions..	H-1
	Exhibit I: Supplemental Fire Project Agreement	I-1

I. 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 (DNR)

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)

Federal Land Policy and Management Act of Oct. 21, 1976 (P.L.94 579; 43 U.S.C.) (BLM)

Homeland Security Act of 2002 (H.R. 5005-8)

Homeland Security Presidential Directive-5 (HSPD-5)

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

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

National Park Service Organic Act (16 U.S.C.1) (NPS)

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

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

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

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 (FS, DOI)

II. PURPOSE

The purpose of this Master Cooperative Wildland Fire Management and Stafford Act Agreement (hereinafter called the 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.

The Agreement will also be the basis from which the DOI agencies implement DOI Manual 620 (620 DM); the USFS implements Forest Service Manual 5100; and the State of Alaska, Department of Natural Resources, Division of Forestry implements its Policy and Procedures Manuals. This Agreement does not supersede individual agency policies and requirements.

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 and non-wildland fire 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.

III. PARTIES TO THE AGREEMENT

The Parties to this Agreement are:

- The State of Alaska Department of Natural Resources, hereinafter called Alaska DNR or DNR
- The United States Department of Agriculture, Forest Service, Region 10 (Alaska); hereinafter called USFS; and
- The United States Department of the Interior, National Park Service, Unified Interior Region 11 (Alaska), hereinafter called, NPS; and
- The United States Department of the Interior, Fish and Wildlife Service, Unified Interior Region 11 (Alaska), hereinafter called, FWS; and
- The United States Department of the Interior, Bureau of Indian Affairs, Alaska Region, hereinafter called, BIA; and
- The United States Department of the Interior, Bureau of Land Management, Unified Interior Region 11 (Alaska), hereinafter called, BLM.

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

All entities signatory to this Agreement including the Federal Agencies and the State of Alaska DNR will hereinafter be referred to as Parties to this Agreement.

IV. TERMINOLOGY, EXHIBITS AND SUPPLEMENTS

Words and phrases used herein may have different meanings or interpretations for different readers. To establish a common understanding, some words and phrases as used herein are defined in the Glossary of Terms, attached as **Exhibit A**. The hierarchy of terminology will be those defined by statute or regulation, those defined in policy, those defined in this template and then all other agency and interagency documentation.

In the event of a conflict, the applicable definitions for the response type, wildland fire vs Stafford Act responses will take precedence. For wildland fire that is the National Wildfire Coordinating Group (NWCG) Glossary of Wildland Fire Terminology, found on the Toolbox tab of the NWCG webpage (<https://www.nwcg.gov> or by direct link at <https://www.nwcg.gov/about-the-nwcg-glossary-of-wildland-fire>), and Stafford Act Response terminology corresponds to the FEMA National Incident Management System (NIMS) Glossary, available at in the NIMS document (https://www.fema.gov/pdf/emergency/nims/NIMS_core.pdf).

1. INCORPORATION OF EXHIBITS INTO AGREEMENT

The following Exhibits are hereby incorporated into this Agreement (Note: Exhibit H relates only to Stafford Act responses):

- Exhibit A Glossary of Terms
- Exhibit B Principal Contacts
- Exhibit C *Alaska Statewide Operating Plan*
 Incorporated by reference into *Alaska Statewide Operating Plan:*
 Alaska Interagency Mobilization Guide (AIMG)
 Alaska Interagency Wildland Fire Management Plan (AIWFMP)
- Exhibit D Reimbursable Billings and Payments
- Exhibit E Cost Share Agreement Instructions
- Exhibit F Cost Share Agreement Template
- Exhibit G Supplemental Fire Department Resources Template
- Exhibit H Use and Reimbursement for Stafford Act Shared Resources
 (Stafford Act responses only)
- Exhibit I Supplemental Project Agreement Template

Several of the referenced Exhibits (E, F, G, & I) 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.

2. ACKNOWLEDGEMENT OF SUPPLEMENTS TO THE AGREEMENT

Supplements to this Agreement, including Operating Plans, Joint Projects and Project Plans, Supplemental Project Agreements, 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 FOR AGREEMENTS, EXHIBITS, OPERATING PLANS, ETC.

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

1. This Agreement
2. Alaska Statewide Operating Plan
3. Sub-geographic (Local) Operating Plans
4. Incident-specific Cost Share Agreements
5. Exhibits to this Agreement
6. Joint Projects, Project Plans, or Supplemental Project Agreements

V. PERIOD OF PERFORMANCE

1. COMMENCEMENT/EXPIRATION

This Agreement shall be effective and in effect for five years, beginning from the date of the last signature.

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 representatives of the Parties to the Agreement will meet and review matters of mutual concern. Operating Plans at all levels will be reviewed annually and if necessary will be revised and signed prior to March 15.

5. PREVIOUS AGREEMENTS SUPERSEDED

This Agreement supersedes the *2015 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.

VI. RECITALS

1. INTERMINGLED AND ADJACENT LANDS

Lands in Alaska for which the Alaska DNR is statutorily responsible for wildland fire protection, 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. FIRE PROTECTION AND FIRE MANAGEMENT ORGANIZATIONS

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 and detection of, and responses 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.

4. STATE RESOURCE AVAILABILITY

It is the intent of the Parties to this Agreement that Alaska 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 that Alaska 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 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. 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 OF THE PARTIES

The Responsibilities of the Parties to this Agreement 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, state or local law. Under no circumstances may a Jurisdictional Agency abdicate legal responsibilities as provided by federal or state law.

B. Protecting Agency

The Protecting Agency is the agency responsible for providing direct incident management within a specific geographical area pursuant to its jurisdictional responsibility or as specified and provided by contract, cooperative agreement, or other agreement or arrangement.

C. Supporting Agency

Any agency or entity (including a Jurisdictional Agency, another Protecting Agency, or an agency and entity not party to this agreement) that provides suppression or other support and resource assistance to a Protecting Agency.

In consideration of the mutual commitments and conditions herein made, the Parties agree as follows:

VII. INTERAGENCY COOPERATION

1. ALASKA 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>

2. NATIONAL INCIDENT MANAGEMENT SYSTEM

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.

3. OPERATING PLANS

Operating plans will be developed using Exhibit C, Operating Plan Outline, at the geographic, statewide, or sub-geographic area level, as appropriate, and will tier to this Agreement. Operating Plans may be written for more than one year, but should be reviewed annually, and will be subject to modifications, as warranted. No Operating Plan tiered to this Agreement should be written beyond the expiration date of this Agreement. The following operating plans are listed in descending order of precedence:

A. Alaska Statewide Operating Plan

The *Alaska Statewide 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 this Operating Plan.

The signatories to the *Alaska Statewide Operating Plan* are 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.

B. Sub-Geographic (Local) Area Operating Plans

Sub-geographic area operating plans may be developed that outline the details of this Agreement for sub-geographical areas. Protecting Unit FMOs and affected Jurisdictional Unit Administrators are responsible for developing and approving sub-geographic area operating plans. Unless superseded by the *Alaska Statewide Operating Plan*, sub-geographic area operating plans will apply.

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 (See related clause, **VIII.4 Joint Projects and Project Plans**).

4. INTERAGENCY DISPATCH CENTERS

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

Staffing, funding, and level of participation will be agreed to by the affected Parties to this Agreement and documented in the Alaska Statewide Operating Plan.

5. ALASKA INTERAGENCY COORDINATION CENTER (AICC)

The Parties to this Agreement recognize the Alaska Interagency Coordination Center on Fort Wainwright, as the Geographic Area Coordination Center (GACC) for the Alaska Geographic Area. The Parties to this Agreement will coordinate, mobilize and demobilize emergency management resources through the GACC as appropriate. Parties to this Agreement are not precluded from independent movement of their own resources.

6. 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 appropriate and cost effective. Shared staffing and funding will be commensurate with each Parties use of resources, will be agreed to and documented in operating plans, and will be subject to the availability of appropriations.

To the extent practical, additional preparedness resource requests will be coordinated. The coordination process will be identified in the *Alaska Statewide Operating Plan*, or in a sub-geographic area operating plan.

7. 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*.

8. 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.

VIII. PREPAREDNESS

1. PROTECTION PLANNING

Annually, Jurisdictional and Protecting Agencies will complete preparedness activities according to the schedule identified in the *Alaska Statewide Operating Plan*.

The Parties to this agreement have jurisdictional and/or fire protection authority for lands in Alaska and 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.

2. PROTECTION AREAS AND BOUNDARIES

Alaska jurisdictions within the scope of this Agreement include:

- The USFS is the Jurisdictional Agency for USFS lands in Alaska.
- The BLM, FWS, and NPS are the Jurisdictional Agencies for their respective agency's DOI-administered lands.
- The BIA (Alaska Region) is the Jurisdictional Agency for Alaska Native Allotments and certain Townsites.
- For State, private and municipal lands, the Alaska DNR is the Jurisdictional Agency. (*Alaska DNR Department Order 113*)
- For Regional and Village Native Corporation lands conveyed under Alaska Native Claims Settlement Act (ANCSA), the ANCSA Corporation who has the surface rights is the Jurisdictional Agency; however, BLM Alaska Fire Service (AFS) is responsible for the protection of these lands as described below and when necessary, may act as the Jurisdictional Agency representative for ANCSA Corporations within the scope of this Agreement.

The agencies responsible for providing wildfire protection services for the jurisdictions within the scope of this agreement are the Alaska DNR, AFS, and the USFS:

- The DNR has the responsibility, pursuant to Alaska Statute (AS) 41.15.010 - 41.15.170 to provide protection from wildland fire and other destructive agents, commensurate with the values at risk, on forested land that is owned privately, by the state, or by a municipality (Statute 41.15.030 (a)). The commissioner may enter into necessary protection contracts.
- AFS has the responsibility, pursuant to 620 DM 5, 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 ANCSA, as amended (43 U.S.C.1620(e)). AFS also provides protection and fuels management services for US Army Garrison Fort Wainwright lands through a Memorandum of Agreement.
- 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.

Because of the intermingled nature of the lands where these responsibilities apply, the Parties herein agree that wildland fire protection services are best provided by dividing the State into three geographic fire protection areas and assigning a single agency to provide protection for each area irrespective of jurisdictional boundaries and the protecting responsibilities identified above.

The primary intention of this strategy is to provide cost effective suppression services across the State and to minimize unnecessary duplication of suppression systems. The Alaska Statewide Operating Plan describes protection area boundaries and procedures for their modification.

3. METHODS OF FIRE PROTECTION AND SUPPRESSION

Under this Agreement, each Protecting Agency agrees to act as an agent of the other within their designated Protection Area as described above in **VIII.2 Protection Areas and Boundaries**. This Agreement delegates the authority for each agency to provide wildland fire protection services to all Jurisdictional Agencies within their Protection Area. In addition, Protecting Agencies may establish Mutual Aid agreements with local partners. Fiscal responsibility for protection services is determined as follows:

- The Alaska DNR is fiscally responsible for providing wildfire protection for State, private and municipal lands. (*Alaska DNR Department Order 113*)
- The USFS is fiscally responsible for providing wildfire protection for the Tongass and the Chugach National Forests as well as ANCSA lands in Southeast Alaska (*FSM 5101.1 & 5101.2*).
- BLM is fiscally responsible for providing wildfire protection for BLM lands in Alaska (*620 DM 5 & BLM Manual 1203 Delegation of Authority*).
- AFS is fiscally responsible for providing wildfire protection for FWS, NPS, and BIA jurisdictions in Alaska, except where those agencies provide resources in direct support of those fires (*620 DM 5*).
- AFS is also fiscally responsible for providing wildfire protection for ANCSA lands, except for Southeast Alaska where the USFS is responsible (*620 DM 5*).

The Alaska Statewide Operating Plan provides additional detail on how fiscal responsibility for protection services is determined and describes reimbursement and billing processes. Nothing herein relieves Jurisdictional Agencies from their responsibility to make fiscally responsible decisions regarding wildfire on their lands, or relieves Protecting Agencies from implementing those decisions in a fiscally responsible manner.

Jurisdictions within Alaska where fire protection and fiscal responsibility are outside of the scope of this Agreement include:

- The Metlakatla Indian Community (MIC) on Annette Island which is administered by the BIA Northwest Region, not a party to this Agreement.
- Lands administered by the Department of Defense or other Federal agencies not party to this Agreement (except where withdrawal language specifies that BLM maintains jurisdictional responsibility for wildfires, as is the case for the Donnelly and Yukon Training Areas).
- Structure fires and fires contained within dumps which are the responsibility of local fire departments and State of Alaska Department of Environmental Conservation.

4. 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, preparedness, fire analysis/planning, rehabilitation, training, prevention, public affairs, and other beneficial efforts in support of interagency fire management. Such projects will be documented in separate, local agreements, or other appropriate written documents, executed by the authorized signatories of the involved Parties. This may include a Supplemental Project Agreement, as in **Exhibit I**, or other written document.

5. FIRE PREVENTION

The Parties to this Agreement agree to cooperate in the development and implementation of fire prevention programs. Unit Administrators will ensure that fire prevention goals and activities are planned at local levels and are addressed in the appropriate operating plans. Specific fire prevention plans should be developed by local interagency fire management personnel. The Parties to this Agreement may pool resources and each Party pay its own costs. Unit Administrators are encouraged to participate in local fire prevention cooperatives, organizations, or groups, where applicable.

6. PUBLIC USE RESTRICTIONS

Guidelines for implementing restrictions and closures shall be established in the Alaska Statewide Operating Plan, a subordinate operating plan, or by a separate MOU or Agreement.

7. BURNING PERMITS:

Open debris burn permit procedures are included in the *Alaska Statewide Operating Plan*. DNR manages permitted burning on State, municipal and private forested lands except where burning is subject to local laws and/or regulations that are equal to or more restrictive than the State. The Parties to this Agreement agree to comply with Alaska Department of Environmental Conservation (DEC) open burning regulations. Additional direction is found in the *Alaska Statewide Operating Plan*.

8. PRESCRIBED FIRE AND FUELS MANAGEMENT

Fuels projects may be planned and implemented by either Jurisdictional or Protecting Agencies. 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 planned ignitions, 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 planned ignitions, 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 Joint Projects and Project Plans (as referenced in **VIII.4 Joint Projects and Project Plans**). Any instrument processed under this clause shall be in accordance with each Party's applicable laws, regulations, and policy requirements.

9. SMOKE MANAGEMENT

Within their authorities, the Parties to this Agreement agree to cooperate in smoke management efforts for wildfires and prescribed fires.

IX. OPERATIONS

1. CLOSEST FORCES CONCEPT

The guiding principle for dispatch of initial attack suppression resources is to use the closest available and appropriate resource regardless of which Party owns or controls the resources, and regardless of which Agency has protection responsibility or jurisdiction.

2. FIRE NOTIFICATIONS

Each Party will promptly notify the appropriate Protecting Agency of any fires burning on or threatening lands for which that agency has protection responsibility. Likewise, Protecting Agencies will promptly inform Jurisdictional Agencies whenever they take action on fires for which the Protecting Agency is responsible. Jurisdictional notification is also required for prevention actions taken by a Protecting Agency. Notification standards are described in the *AIWFMP* and the *Alaska Statewide Operating Plan*. Fire reports will be completed and certified according to the processes and timeframes established in the Alaska Statewide Operating Plan.

3. BOUNDARY LINE FIRES

A boundary line fire, as defined in **Exhibit A, Glossary and Acronyms**, 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 the fire location has been established, the responding agencies will determine which Protecting Agency has operational control.

4. INDEPENDENT ACTION

Except as otherwise limited in geographic, statewide, or sub-geographic area operating plans, nothing herein shall prohibit any Party, on its own initiative, from going upon lands known to be protected by another Party to this Agreement to engage in suppression of wildfires, when such fires are a threat to lands under that Party's management or protection responsibility. In such instances, the Party taking action will promptly notify the Protecting Agency. The Protecting Agency assumes operational control of the incident and the responding party assumes the role of a Supporting Agency. Such actions will be commensurate with the land management considerations of the Jurisdictional Agency, and subject to the laws and regulations of the Jurisdictional Agency.

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.

5. PRESCRIBED FIRES DECLARED AS WILDFIRES

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. Unless otherwise agreed, all suppression costs and associated damages are the responsibility of the Jurisdictional Agency. 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.

6. RESPONSE TO WILDLAND FIRE

All Parties agree that 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. (*Review and Update of the 1995 Federal Wildland Fire Management Policy (January 2001)*)

All fire suppression action conducted by one Party on lands of another Party shall be consistent with the Jurisdictional Agency's fire management policy, preplanned objectives for the area in which the fire occurs, and the terms of this Agreement.

Jurisdictional Agencies and Units are responsible for communicating their values, resource and other management concerns, strategic intent, and any requirements or constraints regarding appropriate fire management actions and firefighting tactical techniques to Protecting Agencies. Sources for this jurisdictional direction will be referenced in the *Special Management Considerations* section of the *Alaska Statewide Operating Plan*.

Unless otherwise agreed, the Jurisdictional Agency will provide an Agency representative or appropriate environmental technical specialist to advise a Protecting Agency of any special management considerations that may influence suppression action. The Incident Commander will incorporate special management considerations into the incident planning process, subject to the delegation of authority.

The *Alaska Statewide Operating Plan* addresses how the entities will handle cost sharing for multi-jurisdictional wildland fires. Parties to the Agreement recognize that, as in the *Guidance for Implementation of Federal Wildland Fire Management Policy (2009)*, a wildland fire may concurrently be managed for one or more objectives. Additionally, objectives can change as the fire spreads across the landscape, affected by changes in environmental conditions, human influence, and institutional factors. Simply stated, some portions of a wildland fire may receive a protection objective while other portions are managed for multiple objectives, and those portions and objectives might change at some time over the duration of the event.

The intent should never be to allow a wildland fire to burn onto a jurisdiction that does not want it. All Parties should be involved in developing the strategy and tactics to be used in preventing the fire from crossing the jurisdictional boundary, and all Parties should be involved in developing mitigations that would be used if the fire crosses jurisdictional boundaries.

7. DELEGATION OF AUTHORITY

Operating Plans will document procedures and criteria for Unit Administrators to specify direction, authority, and financial management guidelines to Incident Commanders.

8. PRESERVATION OF EVIDENCE

As initial action is taken on a wildfire, the initial attack forces will preserve information and evidence pertaining to the origin and cause of the fire. Protecting and Jurisdictional Agencies shall render mutual assistance in the gathering of evidence to the fullest extent practicable. Affected Parties to this Agreement will meet to determine an appropriate investigation process.

9. STAFFORD ACT RESPONSE

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 pursuant to the current *National Interagency Mobilization Guide*.

X. USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES

1. APPROPRIATED FUND LIMITATION

Nothing in this Agreement shall require the Parties to this Agreement to obligate or expend funds, or require the United States or the State of Alaska 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.

2. 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 suppression resources to their primary responsibilities as soon as priorities allow, unless otherwise agreed to by the home unit of the resources. Incident Commanders shall adhere to work/rest policies specified within the *NWCG Standards for Interagency Incident Business Management*, the *State of Alaska Incident Business Management Handbook*, and the *National Interagency Mobilization Guide*.

3. COST SHARE AGREEMENTS

Whenever multiple jurisdictions are affected due to the location of a wildfire, costs will be apportioned according to direction in the *Alaska Statewide Operating Plan* unless an incident specific Cost Share Agreement (Exhibit F) is developed and implemented for the incident. The *Alaska Statewide Operating Plan* addresses how the Parties to this Agreement will handle cost sharing for wildland fires that affect more than one jurisdiction.

A Cost Share Agreement that addresses temporary support functions or facilities may be developed to document cost sharing, especially at times of high fire danger or activity.

4. PROCUREMENT

At the time of the incident, the affected agencies will determine the appropriate procurement procedures that will be utilized.

5. LICENSING

Drivers and equipment operators will hold appropriate operating 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 operator is qualified by the current operating guidelines and training requirements of their own Agency. Driving and operating equipment will be for official purposes only.

6. 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.

7. 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.

8. COMMUNICATION SYSTEMS AND FACILITIES ACCESS

The Parties to this Agreement may mutually agree to allow one another the use of communications systems such as computer system access, data transmission lines, and communication sites when there is a mutual benefit to the Parties to this Agreement. Such arrangement shall be approved only by Agency authorized personnel and in accordance with agency laws, regulations and policies governing security of systems and facilities.

Separate interagency agreements exist for sharing of radio frequencies. *The Alaska Statewide Operating Plan* provides additional direction regarding radio frequency sharing and site maintenance.

9. 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 in the *Alaska Statewide Operating Plan*.

10. AVIATION OPERATIONS

The Parties to this Agreement agree to cooperate in the use of aviation resources to foster effective and efficient use of aircraft and personnel. (Refer to the *Alaska Statewide Operating Plan* for specific direction in the use of aircraft.)

11. BILLING PROCEDURES

The Parties agree to follow the policies and procedures detailed in the *Alaska Statewide Operating Plan* and **Exhibit D, Reimbursable Billings and Payments**.

12. 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. As authorized by law, 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, as authorized by law.

13. 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 the *Alaska Statewide Operating Plan*, **Exhibit D Reimbursable Billings and Payments**, and **Exhibit H, Use and Reimbursement for Stafford Act Shared Resources**.

XI. GENERAL PROVISIONS

1. PERSONNEL POLICY

Employees of the Parties to this Agreement shall be subject to the personnel rules, laws and regulations of their respective agencies, unless they are employed temporarily by another Party to this Agreement and the authority under which such temporary employment is authorized provides that such employees shall be subject to the employing Party's personnel laws and regulations.

2. SUPPLEMENTAL FIRE DEPARTMENT RESOURCES

There are situations when additional support personnel are necessary for national mobilization and the need can be filled by supplemental personnel available to the fire district. When this situation arises resources will be mobilized via the process outlined in **Exhibit G, Supplemental Project Agreement Template**.

3. 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, such as maps, documents, GIS data, instructions, records, and reports including, but not limited to: fire reports, employment records, and investigation reports as either Party considers necessary in connection with the Agreement.

4. FREEDOM OF INFORMATION ACT

Public access to grant or agreement records must not be limited, except when such records must be kept confidential and would be exempted from disclosure pursuant to Freedom of Information Regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 215.36

Public access to culturally sensitive data and information and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2008 Farm Bill).

5. 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 five years from the date that all Agreement projects have been completed, or 09/30/2025, whichever is later. 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.

6. ACCIDENT INVESTIGATIONS

When an accident occurs involving the equipment or personnel of a Supporting Agency, the Protecting Agency shall immediately notify the jurisdictional and supporting agencies. As soon as practical, the Protecting Agency shall initiate an investigation of the accident. The investigation shall be conducted by a team of representatives from the affected agencies, as appropriate. The Parties agree that the Protecting Agency and affected Supporting Agency will collaborate to ensure that appropriate notification of the accident is provided to the National Transportation Safety Board, and/or the Occupational Safety and Health Administration and/or other appropriate Agencies.

7. 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 the Agreement will meet and confer to determine a cost recovery process as outlined in the *Alaska Statewide Operating Plan*.

8. WAIVER OF CLAIMS

Parties to the Agreement shall each be responsible for their own losses arising out of the performance of this Agreement, and each Party hereby waives any claim against any other Party for loss or damage of its property and/or personal injury or death of its employees or agents occurring as a consequence of the performance of this Agreement; provided, this provision shall not relieve any Party from responsibility for claims from third Parties for losses for which the Party is otherwise legally liable. This waiver does not extend to ordinary expenses incurred as part of the cost of the fire (gloves, fuses, hose, etc.). This provision pertains to claims between the respective state and federal agencies and does not pertain to claims advanced by third Parties.

Claims requesting compensation for property loss or damage, personal injury, or death resulting from the negligence or other wrongful acts of employees performing under this Agreement will be received by the Protecting 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.

9. EQUIPMENT, SUPPLIES, AND CACHE ITEMS

The parties recognize 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 loaned by one party and received by another party, shall become the responsibility of the receiving 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 provision, the parties agree that the receiving party shall reimburse the loaning party for cost of any items expended, lost, or destroyed.

Equipment owned and operated by a party shall be the responsibility of that party. However, notwithstanding the general Waiver of Claims provision, the parties agree that when providing support for another party, the party providing support may be reimbursed for damage or repair costs to their owned and operated equipment if the damage is directly attributed to the incident and in excess of reasonable wear and tear. These costs must be authorized using a unique request and resource order number (for example a S#). When applicable, insurance claims shall be pursued prior to requesting reimbursement.

10. 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.

11. AUTHORIZED REPRESENTATIVES

By signature below, all signatories to this Agreement certify that the individuals listed in this document are authorized to act in their respective areas for matters related to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the last date written below but commences on June 12, 2020:

USDOI FISH AND WILDLIFE SERVICE
INTERIOR UNIFIED REGION 11, ALASKA
GREGORY SIEKANIEC
Digitally signed by GREGORY SIEKANIEC
Date: 2020.07.27 16:20:16 -08'00'

Gregory E. Siekaniec, Regional Director

Date: 7/27/2020
KENNETH LUND
Digitally signed by KENNETH LUND
Date: 2020.07.07 15:37:48 -04'00'

Contracting Officer (if required by agency)

Date: 7/7/2020

USDOI BUREAU OF LAND MANAGEMENT
INTERIOR UNIFIED REGION 11, ALASKA
CHAD PADGETT
Digitally signed by CHAD PADGETT
Date: 2020.08.08 12:01:38 -08'00'

Chad Padgett, State Director

Date: 8/6/2020
N/A
Digitally signed by N/A
Date: 2020.08.07 14:18:26 -08'00'

Contracting Officer (if required by agency)

Date: _____

USDA FOREST SERVICE
REGION 10, ALASKA
DAVID SCHMID
Digitally signed by DAVID SCHMID
Date: 2020.06.17 12:53:35 -08'00'

David Schmid, Regional Forester

Date: 6/17/2020

KEVIN NEELY
Digitally signed by KEVIN NEELY
Date: 2020.06.16 14:00:56 -07'00'

Kevin Neely, Grants Management Specialist

Date: 6/16/2020

USDOI NATIONAL PARK SERVICE
INTERIOR UNIFIED REGION 11, ALASKA
DONALD STRIKER
Digitally signed by DONALD STRIKER
Date: 2020.07.02 15:32:14 -08'00'

Don Striker, Acting Regional Director

Date: 7/2/2020

YVONNE FINLEY
Digitally signed by YVONNE FINLEY
Date: 2020.06.28 09:50:41 -08'00'

Contracting Officer (if required by agency)

Date: 6/26/2020

USDOI BUREAU OF INDIAN AFFAIRS
ALASKA REGION
EUGENE PELTOLA
Digitally signed by EUGENE PELTOLA
Date: 2020.06.24 09:38:12 -08'00'

Eugene R. Peltola Jr., Regional Director

Date: 6/24/2020
N/A
Digitally signed by N/A
Date: 2020.07.06 07:28:27 -08'00'

Contracting Officer (if required by agency)

Date: 6/24/2020

STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES


Corri A. Feige, Commissioner

Date: 6/19/2020

N/A
Agreements Coordinator (if required by agency)

Date: 6/19/2020

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB Control Number for this information collection is 0596-0242. The time required to complete this information collection is estimated between 4 to 24 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

TABLE OF APPENDICES

Exhibit A: Glossary and Acronyms A-1
Exhibit B: Principal Contacts B-1
Exhibit C: Operating Plan Template C-1
Exhibit D: Reimbursable Billings and Payments..... D-1
Exhibit E: Cost Share Agreement Instructions..... E-1
Exhibit F: Cost Share Agreement F-1
Exhibit G: Supplemental Fire Department Resources Template G-1
Exhibit H: Use and Reimbursement for Shared Resources in Stafford Act Response Actions..... H-1
Exhibit I: Supplemental Fire Project Agreement I-1

Exhibit A: Glossary and Acronyms

1. GLOSSARY

The NWCG Glossary is an extensive and recommended reference for fire terminology; it can be found at: <https://www.nwcg.gov/glossary/a-z>. The list below is specific to this Agreement.

Agencies: Governmental agencies that have direct fire management or land management responsibilities or that have programs and activities that support fire management activities.

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: The official responsible for the management of a geographic unit or functional area.

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.

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 A WFCG MOU and Standard Operating Procedures.

Area: The lands in a described geographic area that are managed and/or protected by the Parties within this Agreement.

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 multi-jurisdictional. Area Command may be established at an Emergency Operations Center (EOC) facility or at some location other than an ICP.

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: Dispatch of the closest available initial attack suppression resources regardless of which agency owns or controls them, and regardless of which agency has protection responsibility.

Confine: Restrict the wildfire within determined boundaries, established either prior to, or during the fire. These identified boundaries will restrict the fire, with no action being taken to put the fire out.

Contain: Restrict a wildfire to a defined area, using a combination of natural and constructed barriers that will stop the spread of the fire under the prevailing and forecasted weather conditions, until out.

Control: Aggressively fight a wildfire through the skillful use of personnel, equipment, and aircraft to establish firelines around a fire to halt the spread and to extinguish all hotspots, until out.

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

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

Direct Costs: Direct costs are those items of expense specifically identified with the delivery or completion of a project or program. Examples include, but are not limited to, personnel costs (salary and fringe benefits), equipment costs, travel, materials, supplies, and contracts.

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**.

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

Emergency Support Function (ESF): Used by the Federal Government and many State governments as the primary mechanism at the operational level to organize and provide assistance. ESFs align categories of resources and provide strategic objectives for their use. ESFs utilize standardized resource management concepts such as typing, inventorying, and tracking to facilitate the dispatch, deployment, and recovery of resources before, during, and after an incident.

Escaped Prescribed Fire: a prescribed fire that has exceeded or is expected to exceed prescription parameters or otherwise meets the criteria for conversion to wildfire. The criteria are specified in, *Interagency Prescribed Fire – Planning and Implementation Procedures Reference Guide*.

ESF Primary Agency: A Federal Agency with significant authorities, roles, resources, or capabilities for a particular function within an Emergency Support Function of the NRF. A Federal Agency designated as an ESF primary agency serves as a Federal Executive Agent under the Federal Coordinating Officer (or Federal Resource Coordinator for non-Stafford Act incidents) to accomplish the ESF mission.

Extended Attack: Actions taken on a wildfire that has exceeded the initial response.

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

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

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

Fire Management Plan: A compilation of goals, objectives, and requirements from the land/resource management planning process necessary to implement wildland fire management decisions.

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.

Geographic Area Coordinating Group (GACG): Interagency, regional fire management bodies.

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 include hazardous substances, pollutants, and contaminants as defined within the National Oil and Hazardous Substances Contingency Plan, known as the National Contingency Plan (NCP). See 40 C.F.R. Part 400 for additional information.

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 managing and conducting incident operations.

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

Indirect Costs: Indirect costs are those items of expense incurred as part of general management and administrative support of an organization. These costs are not attributable to a specific project, program or output, but are distributed among many benefiting activities. Often they are proposed as a percentage of direct project costs and are referred to as administrative costs, overhead, or burden. Examples may include office space, computer equipment, postage, utilities, salaries for administrative activities, such as procurement, personnel, accounting, and so forth.

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 Action: See Initial Response

Initial Attack: An aggressive action to put the fire out by the first resources to arrive, consistent with firefighter and public safety and values to be protected.

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

Initial Response: The initial decisions and actions taken in reaction to a reported incident.

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

Interagency: Coordination, collaboration, communication among cooperating agencies.

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 land and resource management responsibility for a specific geographical or functional area as provided by federal, state or local law.

Land/Resource Management Plan (L/RMP): A document prepared with public participation and approved by an agency administrator that provides general guidance and direction for land and resource management activities for an administrative area. The L/RMP identifies the need for fire's role in a particular area and for a specific benefit. The objectives in the L/RMP provide the basis for the development of fire management objectives and the fire management program in the designated area.

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.

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.

Mission Assignment: The mechanism used 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.

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

National Incident Management System (NIMS): The NIMS provides a systematic, proactive approach to guide departments and agencies at all levels of government, nongovernmental organizations, and the private-sector to work seamlessly to prevent, protect against, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location, or complexity, in order to reduce the loss of life and property and harm to the environment. NIMS works hand in hand with the NRF. NIMS provides the template for the management of incidents, while the NRF provides the structure and mechanisms for national-level policy for incident management.

National Response Framework (NRF): The NRF guides how the nation conducts all-hazards response. The Framework documents the key response principles, roles, and structures that organize national response. It describes how communities, States, the Federal Government, and private-sector and nongovernmental partners apply these principles for a coordinated, effective national response. And it describes special circumstances where the Federal Government exercises a larger role, including incidents where federal interests are involved and catastrophic incidents where a State would require significant support. It allows first responders, decision makers, and supporting entities to provide a unified national response.

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.

NWCG: National Wildfire Coordinating Group; the NWCG is an interagency, intergovernmental body that establishes operational fire management standards and procedures such as qualification and certification protocols, allocation or resources protocols, equipment standards, training programs.

Offset: Exchange of fire protection services in specific locations that is anticipated to be of approximately equal value between agencies.

Operating Plan: A document reviewed annually, updated as necessary, and authorized by the appropriate officials for implementing the Cooperative Wildland Fire Management and Stafford Act Response Agreement in their respective areas of responsibilities.

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.

Party: An entity that is signatory to this Agreement.

Planned Ignition: See Prescribed Fire.

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.

Prescribed Fire: A wildland fire originating from a planned ignition in accordance with applicable laws, policies, and regulations to meet specific objectives. See also: Wildland Fire

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

Procurement Documents: Agency specific documents for acquisition of goods or services that include financial obligation.

Protecting Agency: Agency responsible for providing direct incident management within a specific geographical area pursuant to its jurisdictional responsibility or as specified and provided by contract, cooperative agreement, etc.

Protection: The actions taken to mitigate the adverse effects of fire on environmental, social, political, economic, and community values at risk.

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

Protection Boundaries: The exterior perimeter of an area within which a specified fire agency has assumed a degree of responsibility for wildland fire control. It may include land in addition to that for which the agency has jurisdiction or contractual responsibility.

Reciprocal Fire Protection: The act of helping a neighboring Protecting Agency through written agreement for mutual aid in furnishing fire protection, which includes personal services and equipment required for fire prevention, the protection of life and property from fire, and firefighting. Reciprocity is attained by agreeing among agencies regarding the kind, location and numbers of firefighting resources which will automatically be made available as part of the initial response to a wildfire, regardless of the Protecting Agency. The kind, locations, and numbers of resources which constitute reciprocity are defined in or through local operating plans.

Reconciliation Process: The process for tracking incidents for all Parties to this Agreement for the purpose of issuing one annual billing for each paying Party.

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.

Regional Corporation: see Native Corporation

Reimbursable Costs: All costs associated with operations and support ordered on a resource order or under a Joint Project or Project Plan by or for an incident or project within the provisions of this Agreement.

Resources: Personnel and major items of equipment, supplies, and facilities 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.

Severity Funding: Suppression funds used to increase the level of pre-suppression capability and fire preparedness when predicted or actual burning conditions exceed those normally expected, due to severe weather conditions.

Stafford Act Response: the mobilization of the necessary services and resources to a request from FEMA under the provisions of the Stafford Act and based on the procedures and requirements established in the NRF.

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).)

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.

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.

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: All the work to extinguish or limit wildland fire spread.

Threat: An indication of possible harm, or danger.

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 Incident Command Post 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 managers for a Tribe, state, county or local government entity.

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).)

Unplanned Ignition: See Wildfire.

Village Corporation: See Native Corporation

Wildfire: A wildland fire originating from an unplanned ignition, such as lightning, volcanos, unauthorized and accidental human caused fires, and prescribed fires that are declared wildfires.

Wildland Fire: Any non-structure fire that occurs in vegetation or natural fuels. Includes Wildfires and Prescribed Fires.

Wildland Urban Interface (WUI): The line, area, or zone where structures and other human development meet or intermingle with undeveloped wildland or vegetation fuels.

2. ACRONYMS

ADEC	Alaska Department of Environmental Conservation
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
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
CAD	Computer-aided Dispatch
DCIA	Debt Collection Improvement Act of 1996
DHS	United States Department of Homeland Security
DM	DOI, Departmental 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
IFM	Integrated Fire Management (DOF Computer-aided Dispatch system)
IMT	Incident Management Team
InFORM	Interagency Fire Occurrence Reporting Module
IROC	Interagency Resource Ordering Capability
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
OAS	DOI, Office of Aviation Services
RAWS	Remote Automatic 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	USDA, Forest Service
WFDSS	Wildland Fire Decision Support System

Exhibit B: Principal Contacts

See Alaska Statewide Operating Plan Exhibit 3

Exhibit C: Operating Plan Template

Alaska Statewide Operating Plan is provided in a separate document.

Exhibit D: Reimbursable Billings and Payments

I. Suppression Billings

The Forest Service (USFS), Bureau of Land Management (BLM), Bureau of Indian Affairs (BIA), National Park Service (NPS), and Fish and Wildlife Service (USFWS) will not bill each other for suppression costs. However, pre-suppression costs, fair sharing for interagency dispatch centers costs, prevention costs, and other fire management costs will be billed in accordance with existing agreements or other written documents.

Parties to this Agreement may opt to use a “Reconciliation Process” for tracking incident costs for all Parties to this Agreement for the purpose of issuing one annual billing to the paying Party. If the Reconciliation Process is not utilized, parties to the Agreement shall utilize the applicable Incident by Incident process.

The preferred method for suppression billing under this Agreement is the Reconciliation Process as outlined below with clarification and exceptions noted in Section VII of the Alaska State Operating Plan.

1. Reconciliation Process: State and Federal agencies agree to consolidate billing and minimum balances.

All costs of fires occurring in Alaska, regardless of jurisdictional boundary, will be compiled based on each agencies’ costs. A reconciliation balance sheet will be developed and billed as a consolidated amount, with the consolidated amount split out by fire codes. This cost tracking method will reduce the number of payments and ensure that a fair division of suppression costs can be made between the federal agencies and the state in a timely fashion. Agency and cooperator costs are identified by fire number and code and tracked on an annual balance sheet. Federal balance sheets (and State balance sheets depending on funding laws) must align with a single fiscal year. A final division of cost responsibilities based on jurisdiction, minimum thresholds and cost share agreements will be negotiated by the end of the state fiscal year on June 30 each year.

There is no minimum Billing Threshold for fires included in this process. This does not apply to out-of-state responses. The minimum threshold does not apply to costs for cooperating fire departments under a separate agreement with the state when working outside their jurisdictional boundary or requested by a resource order for extended attack.

The State will be responsible for managing the balance sheet which includes all agencies’ costs and cost share information. Actual costs are tracked by each agency for each incident. Agency actual costs are subject to audit procedures. The balance sheet is verified but may be disputed based on the cost share allocation, severability of costs and actual costs submitted for each fire. The balance sheet will result in a final settlement between all parties and one transfer of funds is required to reconcile the fire season, unless a request is submitted to complete reconciliation prior to the end of fire season, at which point a settlement will be done for expenses to the requested date.

Billing Time Frames for reconciliation process: Agencies will submit invoices within 30 days of final reconciliation. Requests for extensions beyond 30 days for invoice submittal must be presented in writing to the reimbursing agency. Alaska Statewide Operating plan will include contact information for written requests for extensions.

2. Incident by Incident Process

- A. **Federal Billings by Incident:** There are no billings between the Federal wildland fire agencies, pursuant to the Master Interagency Agreement for Wildland Fire Management. Federal Agencies will submit bills for their reimbursable costs to the State of Alaska whenever the Alaska Department of Natural Resources (Alaska DNR) is the fiscally responsible Agency and a billing is appropriate.
- B. **State Billings by Incident:** When Alaska DNR is the supporting Agency and the fire is within the State of Alaska the State will bill the fiscally responsible Agency for reimbursable costs when a billing is appropriate. Anytime Alaska DNR responds to a Federal Agency fire outside of Alaska, the State will bill all applicable costs to the jurisdictional federal agency or agencies. Operating plans will include billing location information.
- C. **Billing Time Frames:** Agencies will submit invoices within 180 days of the demobilization of the incident. Extensions beyond 180 days for invoice submittal must be presented in writing to the reimbursing agency. It should be noted that some categories of expenses may often require subsequent billings outside of the 180 day period, such as: Outstanding Cost Shares, Claims, Aircraft expenses, and Fire cache costs.

Alaska Statewide Operating plan includes contact information for written requests for extensions. Absent a written extension of time granted by the reimbursing agency, the final itemized bill should be submitted to the reimbursing agency within 180 days of the demobilization of the incident. After a final billing has been sent, and if additional costs are identified, a supplemental billing may be issued if agreeable to applicable parties.

Each Party to this agreement will strive to provide appropriate parties of an estimate of the amount of reimbursable bills they expect to submit within 90 calendar days in each reimbursable action.

3. **Severity:** Costs incurred on severity assignments within the state of Alaska will be billed individually to the fiscally responsible Agency. Severity assignments are reimbursable under the Reciprocal Fire Protection Act.

4. **Electronic Funds Transfer (EFT)**

Notwithstanding any other provision of law, effective January 2, 1999, US Treasury Regulation, Money and Finance at 31 CFR 208.3 requires that federal payments are to be made by EFT unless waived in accordance with specific circumstances set forth in 31 CFR 208.4.

In order to receive EFT payments, the payment recipient shall register in System for Award Management (SAM) and are required to validate their information in SAM once per year. The payment recipient is also required to have a Data Universal Numbering System (DUNS) number. The DUNS number is assigned by Dun & Bradstreet, Inc. (D&B) to identify unique business entities. For more information, refer to www.sam.gov.

Each party to this agreement shall provide the following information in the Alaska Statewide operating plan.

- Agency name and billing address
- Financial Contact (name, phone, email)
- Agency DUNS

5. Billing Content: The following items will be included as a minimum for each bill, noting that a resource order is not always required or available in order for a bill to be valid. Provide as a minimum on each invoice/bill:

- Agency name, address, phone number, and agency financial contact,
- Invoice or bill number
- Agreement number
- Incident name and number
- Dates of the incident covered by the billing,
- Location and jurisdictional unit
- Appropriate Firecode or charge code.
- Summary cost data for the amount being billed.

Summary data may include list of individual fires by fire number, final acreage, acres burned by fiscally responsible agency(s), initial response, detailed finance reports incident specific cost share agreements and/or total expenditures by agency to date. Generally, cost source documents will not be required unless summary cost data is disputed or unless specific agency regulations require cost source documents.

At times, supplemental information, summary data or additional billing documentation may be requested (such as list of aircraft, personnel, travel, and equipment expenses; and a listing by vendor name and amount spent for supplies and services procured) and provided if agreed upon by the Parties. The process for handling such requests should be documented in the Alaska Statewide Operating Plan.

- 6. Payment Due:** Whenever this Agreement provides for billing, the agency receiving the bill has an obligation to pay. Once bills are received by the reimbursing agency, payment will be made in accordance with that agency's payment processes outlined in the Alaska Statewide operating plan.
- 7. Services Received and Certification of Billings:** Reimbursing agencies must provide written notice of incorrect invoices to billing agencies within the timeframes specified in the annual Alaska Statewide Operating Plan
- 8. Financial Dispute Resolution:** If a conflict arises between the agency's payment processes, the terms of the billing document, or the costs associated with the billing document, the parties should attempt to resolve the differences. If the differences cannot be resolved after consultation between the Parties, the Parties follow their dispute resolution processes.
- 9. Review Procedures:** The parties agree to jointly conduct a review, sampling transactions of the incidents managed under this agreement. 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 considered on a case by case basis and appropriate follow up action agreed upon by all agencies involved.

II. Payment for Protection Services (use if appropriate):

Geographic, Statewide or Sub-Geographic (local) operating plans and procurement documents or agreement will establish billing procedures for Fee Basis Protection Services.

III. Non-Suppression Billings:

All non-suppression costs shall be billed and paid in accordance with the terms and conditions of the Supplemental Project Agreement, separate agreement, procurement, or other appropriate written document, executed by the authorized signatories of the involved parties within their legal authorities.

IV. Accounting Records.

Cooperators must maintain records incident by incident which adequately identify the source and use of funds. These records must contain information pertaining to expense related to each incident, unobligated balances, liabilities, outlays or expenditures, and income. Such documents must be made available to the Federal Agency upon request.

V. Internal Control.

Effective control and accountability must be maintained for all Federal funds, real and personal property, and other assets. Cooperators must keep effective internal controls to ensure that all Federal funds received are separately and properly allocated to each incident and used solely for authorized purposes.

VI. Reimbursable Costs

Documented costs incurred as the result of an incident are reimbursable. All costs must be reasonable, allowable, and allocable. Costs must be consistently treated as either direct costs or indirect costs. Consistent treatment of costs is a basic cost accounting principle and is specifically required to assure that the same types of costs are not charged as both direct costs and indirect costs. Every effort should be made to classify costs incurred for the same purpose, in like circumstances, consistently as either direct or indirect.

Direct Costs. Direct costs are those items of expense specifically identified with the delivery or completion of a project or program. General examples include, but are not limited to, personnel costs (salary and fringe benefits), equipment costs, travel, materials, supplies, and contracts.

For the purposes of this agreement, these may include, but are not limited to the following:

- Actual costs directly incurred for “move-up and cover” or “backfill” resources.
- Agency costs of individuals assigned to the incident or project for salary, benefits, and overtime 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, warehousing or transportation services supporting a resource order or project.
- Operating expenses for equipment assigned to the incident, such as fuel, oil and equipment repairs.

- Cost of reasonable and prudent supplies expended in support of the incident or project.
- Usage cost of equipment in support of the incident or project, contract equipment costs and operating costs for agency equipment.
- Aircraft, airport fees, retardant costs and retardant and other fire chemical costs.
- Agency-owned equipment lost, or damaged, by the supporting agency when accompanied by the appropriate agency source documentation to include insurance deductible paid.
- Charges from the state for state controlled resources such as inmate crews, National Guard resources and county and local resources.
- Agency-owned equipment and supplies lost, damaged, or expended by the supporting agency.
- 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 NWCG Standards for Interagency Incident Business Management and State of Alaska Incident Business Management Handbook.

Indirect costs: Indirect costs are those items of expense incurred as part of general management and administrative support of an organization. These costs are not attributable to a specific project, program or output, but are distributed among many benefiting activities. Often they are proposed as a percentage of direct project costs and are referred to as administrative costs, overhead, or burden. Examples may include office space, computer equipment, postage, utilities, salaries for administrative activities such as procurement, personnel, accounting, and so forth.

Indirect cost rates may vary for each agency. Application of indirect cost rates will be addressed within the Alaska Statewide Operating Plan (Exhibit C.).

When indirect cost rates are applied to federal reimbursements, the Parties agree to the following.

1. If the payment recipient has never received or does not currently have a negotiated indirect cost rate, they are eligible for a de minimis indirect cost rate up to 10% of Modified Total Direct Costs (MTDC). MTDC is defined as all salaries and wages, fringe benefits, materials and supplies, services, travel, and contracts up to the first \$25,000 of each contract.
2. For rates greater than 10%, the payment recipient shall provide either an applicable negotiated indirect cost rate agreement (NICRA) from the cognizant Federal agency, or an indirect cost rate summary in a format that clearly defines the indirect cost rate and allocation base.
3. The payment recipient must maintain adequate documentation to support the methodology and computation of the indirect cost rate. Documentation must be made available to the Federal agency upon request.
4. Failure to provide adequate documentation supporting the indirect cost rate could result in disallowed costs and repayment to the Federal agency.

VII. Source Documentation.

Accounting records for each incident must be supported by source documentation such as cancelled checks, paid bills, time and attendance records, contract or sub-award documents, etc. Such documents must be made available to the Federal agency upon request.

Exhibit E: Cost Share Agreement Instructions

Each of the numbered instructions below corresponds to form items that require further explanation. Supplemental cost share 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 and Stafford Act Response Agreement exists between all major wildland fire protection agencies in Alaska. This Agreement authorizes general mutual aid, including reciprocal and cooperative fire protection services elaborated upon in geographic, statewide, or sub-geographic area 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 Cost Share Agreement is to establish and document the cost sharing and basic organizational structure in response to specific fires.

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 protection responsibility 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 by legal description.
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.

List the appropriate personnel filling ICS positions on the fire.

1. List any special conditions or resource objectives, e.g., 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.

2. List the Agency having legal responsibility for structural protection, and any pertinent control information or contacts.
3. 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.
4. 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 WUI and wildlands:

Each Agency pays for its own resources – fire suppression efforts are primarily on jurisdictional responsibility lands.

- A. Each Agency pays for its own resources – services rendered approximate the percentage of jurisdictional responsibility, but not necessarily performed on those lands.
- B. Cost share by percentage of ownership or Agency jurisdictional responsibility.
- C. 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.
- D. Reconciliation of daily costs (for larger, multi-day incidents). This method relies upon daily agreed to costs, using Incident Action Plans or other means to determine multi-Agency contributions. Reimbursements must be followed up by a final bill.

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

Exhibit F: 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 and Stafford Act Response Agreement executed between the Agencies listed, on (date).

1. Fire Name: _____ Origin Date: _____ Time: _____
2. Origin: Township _____ Range _____ Section _____
3. Estimated Size _____ Acres at the time of this Agreement _____
4. Agency _____ Fire # _____ Accounting Code _____
 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. Identify below personnel filling the following positions:

Position	Name(s)	Agency
Incident Commander		
Agency Administrator Representative		
Liaison		
Finance		
Operations		

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

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

Agency _____ Geographic Responsibility _____

Agency _____ Geographic Responsibility _____

Agency _____ Geographic Responsibility _____

Agency _____ Geographic Responsibility _____

9. 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. _____

14. _____

15. _____

16.

Agency Agency Agency Agency

Signature Signature Signature Signature

Title/Date Title/Date Title/Date Title/Date

List of Attachments (if any) _____ / _____ / _____

Exhibit G: Supplemental Fire Department Resources Template

These provisions apply only to Supplemental Fire Department Resources, and not to regular fire department personnel. Supplemental Fire Department Resources are defined as overhead tied to a local fire department generally by agreement who are mobilized primarily for response to incidents/wildland fires outside of the 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.

When mobilizing Supplemental Fire Department Resources outside of the fire district or mutual aid zone the following will apply.

Mobilization

Mobilization will follow established ordering procedures as identified in the National, Geographic, and Local Mobilization Guides. Resources will be mobilized from the Host Dispatch Zone in which the department is located. Personnel will be provided a copy of the resource order request after confirmation of availability and prior to departure from their home jurisdiction. Resource orders shall clearly indicate incident assignment, incident location, expected incident arrival time, and any additional special needs or equipment authorizations, e.g. cell phones, laptops, rental vehicles, etc.

Reimbursable Costs

Reimbursable costs for personnel include compensation rates for hours worked, benefits, transportation, and per diem. It is the intent of this provision that the Supplemental Fire Department Resource be paid a regular compensation rate for all hours worked plus an overtime compensation rate for actual overtime hours worked, including travel. Reimbursable costs shall not include portal to portal pay or the portion of benefits personally paid by the employee. Travel and per diem reimbursements will be based on the Federal Travel Regulations.

Any costs for backfill personnel are not reimbursable for personnel hired as Supplemental Fire Department Resources.

An indirect cost allowance up to ten percent of the direct salary and wage cost of providing the service (excluding overtime, shift premiums, and fringe benefits) is allowed.

Personnel

All personnel will possess an active Incident Qualification System (IQS) or equivalent incident qualification documentation commensurate with all applicable NWCG 310-1 standards for training and qualifications. Personnel will be qualified for their assigned positions. XXFD is responsible for annually certifying and maintaining the qualifications of their Supplemental Fire Department Resources. XXFD will bear the cost of training for their Supplemental Fire Department Resources.

Any personnel to be mobilized under this Exhibit will be listed in the Operating Plan by name, position(s), and identified as SR. While on assignment, these individuals are XXFD employees and the XXFD will be reimbursed for their actual costs.

Rate Determination

The basis for the computation of base hourly rate is the classification level of the position filled according to the attached matrix. Base hourly rate shall be no more than step 5 of the appropriate GS wage adjusted for locality pay at the location of the fire district. These rates can be found on the Office of Personnel Management (OPM) website <https://www.opm.gov>, Salaries and Wages. Personnel are hired at the rate of the position being filled, not their highest qualification.

The hourly compensation rates identified in the Operating Plan are computed as follows:

- 1) Regular Compensation Rate: The rates listed include base hourly rate determined above plus employee benefits. Employee benefits include those costs actually incurred by the XXFD for the employment of these individuals, such as employer liability, workers compensation, employer share of social security, etc.
- 2) Overtime Compensation Rate: Overtime compensation rates are paid based on a 7 day work week beginning on day one of mobilization. Compensation rates are paid at time and a half of the base hourly rate for all hours worked in excess of 8 hours per day for the first 5 days and full time and one half for all hours worked during the remainder of the work week. Compensation includes travel time.
- 3) Hazard Pay Rate – Hazard pay differential may be paid to those employees performing work that meets the definition of hazardous duty as defined in the *NWCG Standards for Interagency Incident Business Management*. Compensation rates are paid at 25 percent of the base rate when performing duties that meet the definition of hazardous duties. All hazard pay differential is based on a 24-hour day from 0001-2400 and shall be paid for all hours in pay status during the calendar day in which the hazardous duty is performed.

Days off at Incident

Days off at the incident will be paid for 8 hours. Work/rest guidelines will be followed, and mandatory days off will follow current guidelines (*NWCG Standards for Interagency Incident Business Management*) Once travel to the home unit commences, days off will not be paid.

Transportation and Per Diem

Per Diem reimbursements will be based on the Federal Travel Regulations. The payment rate for POVs and rental vehicles used to support Supplemental Fire Department Resources shall be at the current Federal Travel Regulation rate.

Signature and Date
(Agency Administrator)
(Federal Agency)

Signature and Date
(Fire Chief)
(Local Fire Protection District Or appropriate Official at State Level)

Attachment to Exhibit G. Supplemental Fire Department Resource – Classification Matrix

OPM GENERAL SCHEDULE	AREA COMMAND	COMMAND	OPERATIONS	AIR OPS	PLANS	LOGISTICS	FINANCE	SUPPORT
GS-2	N/A	N/A	N/A	N/A	N/A	RADO	N/A	N/A
GS-3	N/A	N/A	FFT2	ABRO	DPRO	SECG	N/A	EDRC
GS-4	N/A	N/A	FALA	HECM	N/A	EQPI	N/A	N/A
GS-4	N/A	N/A	FFT1	N/A	N/A	N/A	N/A	N/A
GS-5	N/A	ICT5	ENOP	N/A	SCKN	BCMG	CLMS	N/A
GS-5	N/A	N/A	N/A	N/A	N/A	EQPM	EQTR	N/A
GS-5	N/A	N/A	N/A	N/A	N/A	INCM	INJR	N/A
GS-5	N/A	N/A	N/A	N/A	N/A	ORDM	PTRC	N/A
GS-5	N/A	N/A	N/A	N/A	N/A	RCDM	N/A	N/A
GS-5	N/A	N/A	N/A	N/A	N/A	SECM	N/A	N/A
GS-6	N/A	ICT4	CRWB	AOBS	DOCL	COMT	N/A	EDSD
GS-6	N/A	N/A	DOZB	DECK	FOBS	N/A	N/A	N/A
GS-6	N/A	N/A	ENGB	HELB	TNSP	N/A	N/A	N/A
GS-6	N/A	N/A	FALB	RAMP	N/A	N/A	N/A	N/A
GS-6	N/A	N/A	FELB	N/A	N/A	N/A	N/A	N/A
GS-6	N/A	N/A	STAM	N/A	N/A	N/A	N/A	N/A
GS-6	N/A	N/A	TRPB	N/A	N/A	N/A	N/A	N/A
GS-6	N/A	N/A	WHSP	N/A	N/A	N/A	N/A	N/A
GS-7	N/A	IOF3	N/A	HELM	GISS	EMTB	N/A	N/A
GS-7	N/A	N/A	N/A	SEMG	N/A	EMTI	N/A	N/A
GS-8	N/A	SOF3	DOZ1	ATBM	DMOB	COML	COMP	EDSP
GS-8	N/A	N/A	TFLD	HEB2	HRSP	FACL	COST	IADP

OPM GENERAL SCHEDULE	AREA COMMAND	COMMAND	OPERATIONS	AIR OPS	PLANS	LOGISTICS	FINANCE	SUPPORT
GS-8	N/A	N/A	STCR	N/A	RESL	FDUL	TIME	N/A
GS-8	N/A	N/A	STDZ	N/A	SITL	GSUL	N/A	N/A
GS-8	N/A	N/A	STEN	N/A	N/A	MEDL	N/A	N/A
GS-8	N/A	N/A	STLM	N/A	N/A	SPUL	N/A	N/A
GS-8	N/A	N/A	STPL	N/A	N/A	CTSP	N/A	N/A
GS-9	N/A	N/A	FALC	HLCO	N/A	N/A	PROC	
GS-9	N/A	N/A	N/A	HEB1	N/A	N/A	N/A	N/A
GS-9	N/A	N/A	N/A	SECO	N/A	N/A	N/A	N/A
GS-10	N/A	ICT3	DIVS	ASGS	FBAN	EMTP	N/A	CORD
GS-10	N/A	N/A	STPS	ATGS	LTAN	N/A	N/A	INTL
GS-10	N/A	N/A	N/A	N/A	N/A	N/A	N/A	PETM
GS-11	N/A	ICT2	OPBD	AOBD	PSC2	LSC2	FSC2	ARCH
GS-11	N/A	THSP-Deputy ICT2	OSC2	N/A	N/A	SVBD	N/A	IBA2
GS-11	N/A	PIO2	N/A	N/A	N/A	SUBD	N/A	MCCO
GS-11	N/A	LOFR	N/A	N/A	N/A	N/A	N/A	PETL
GS-11	N/A	SOF2	N/A	N/A	N/A	N/A	N/A	
GS-12	ACAC	PIO1	OSC1		PSC1	LSC1	FSC1	IBA1
GS-12	ACPC	SOF1	N/A	N/A	N/A	N/A	N/A	N/A
GS-12	ACLC	N/A	N/A	N/A	N/A	N/A	N/A	N/A
GS-13	ACDR	ICT1	N/A	N/A	N/A	N/A	N/A	N/A
GS-13	N/A	THSP-Deputy ICT1	N/A	N/A	N/A	N/A	N/A	N/A

Exhibit H: Use 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 Stafford Act Response activities will be accomplished by submission of billings to the ESF primary agency (i.e., the agency which issued the Mission Assignment or sub-tasking). The ESF primary agency will review, approve the documentation, and return to the sub-tasked agency with referencing documentation to process the billing. Each sub-tasked agency is responsible for submitting its own billing documentation to the ESF primary agency for reimbursement.

2. **Federal Reimbursable Assistance:** Federal Reimbursable Assistance resources must be requested by the ESF primary 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 the amount of reimbursement approved and provided 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 ESF primary agency. State/Tribe Reimbursement resources must be requested by the ESF primary 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.
- 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.

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 cooperative/interagency agreement with a state, local agency or a tribe must submit invoices for reimbursement to the appropriate Federal Agency no later than 90 days after demobilization of the incident. 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. 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 demobilization of the incident.

- 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 of Alaska derives its procurement authority from its inherent powers and its own laws, and is therefore not subject to federal procurement laws. Whenever the State of Alaska is responsible for the management of an incident (including an incident within the Direct Protection Area of a Federal Agency), the State of Alaska will comply with State of Alaska laws and regulations covering procurement. Procurement costs by one Party in support of another that are reasonable and prudent may be charged back to the Protecting Agency. All property procured under a Mission Assignment becomes the property of FEMA.
- 6. **Loaned Equipment:** Equipment loaned by one Party to another shall become the responsibility of the borrower, and shall be returned in the same condition as when received, reasonable wear and tear excepted. The borrower will repair or reimburse for damages in excess of normal wear and tear and will replace or reimburse items lost or destroyed.

7. **Billing Procedures**

- A. **Incident Billings:** When the State of Alaska is the Supporting Agency operating under a Mission Assignment or sub-tasking from the ESF Primary Agency and the incident is within the State of Alaska, the State of Alaska will bill the ESF Primary Agency. When the State of Alaska is the Supporting Agency and the incident is outside the State of Alaska’s jurisdiction, the State of Alaska will bill the ESF Primary Agency.

Agencies will share their respective individual incident Resource Order numbers for cross referencing purposes, if requested.

- B. **Billing Estimates/Timeframes:** On incidents where costs are incurred pursuant to Operating Plans, the billing Party shall submit a bill or estimate for reimbursement as soon as possible, but not later than 90 days after the incident is controlled.

Extensions beyond 90 days for invoice submittal must be presented in writing to the reimbursing agency.

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 Stafford Act Response.

For obligation purposes, the Federal Agencies will submit unpaid obligational figures to the State of Alaska by the end of the state fiscal year on June 30. The State of Alaska 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.

- C. **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 of Alaska incident assistance may include administrative overhead, not to exceed the applicable State of Alaska indirect cost rate.

D. **Billing Addresses:**

All bills for services provided to the State of Alaska will be mailed to the following address for payment:

All bills for services provided to the Forest Service and all Federal and State units who are not Parties 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:

8. **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.

9. **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.

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

Federal Agency Project Agreement No. (a) _____

Exhibit I: Supplemental Fire Project Agreement

Cooperator Project Agreement No. (b)

SUPPLEMENTAL FIRE PROJECT AGREEMENT

Between

(c)

And

(d)

This Supplemental Fire Project Agreement (Agreement) is hereby made and entered into by and between (e) , hereinafter referred to as “the Cooperator,” and (f) , hereinafter referred to as the Federal Agency under the Reciprocal Fire Protection Act of May 27, 1955, (69 Stat. 66; 42 U.S.C. 1856a) and under the provisions of the Master Cooperative Wildland Fire Management and Stafford Act Response Agreement No. (g) , executed between the Parties.

Project Title: (h)

I. BACKGROUND

As referenced above, the Parties (directly or through their respective agencies) entered into a Master Cooperative Wildland Fire Management and Stafford Act Response Agreement (Master Agreement). The Master Agreement allows for the Parties to cooperatively conduct projects or share resources for fire protection and prevention, which includes such activities as prescribed fire/fuels management, preparedness, fire analysis/planning, rehabilitation, training, public affairs, and other beneficial efforts in support of interagency fire management.

II. PURPOSE:

The purpose of this Agreement is to document the Parties’ contributions and cooperation regarding (i) . This project is further described in the hereby incorporated Financial and Project Plan, attached as Exhibit (j) .

III. THE COOPERATOR SHALL:

- A. Perform in accordance with the terms of this Agreement and with the Financial and Project Plan, Exhibit (j) .
- B. Bill the Federal Agency for actual costs incurred, not to exceed (k)\$, as agreed to in the attached Financial Plan.
- C. Upon presentation of a Bill for Collection, reimburse the Federal Agency for actual costs incurred, not to exceed (l)\$, as agreed to in the attached Financial Plan.

IV. THE FEDERAL AGENCY SHALL:

- A. **PERFORMANCE:** Perform in accordance with the terms of this Agreement and with the attached Financial and Project Plan, Exhibit (j) .

- B. **PAYMENT/REIMBURSEMENT:** The Federal Agency shall reimburse the Cooperator for the Federal Agency's share of actual expenses incurred, not to exceed (k)\$ _____, as shown in the attached Financial Plan. The Federal Agency shall make payment upon receipt of the Cooperator's (m) _____ invoice. Each invoice from the Cooperator must display the total project costs for the billing period.

Each invoice must include, at a minimum:

1. Cooperator's name, address, and telephone number
2. Federal Agency project Agreement number
3. Invoice date
4. Performance dates of the work completed (start and end)
5. Total invoice amount for the billing period

The invoice must be forwarded to: (n)

Send a copy to: (o)

- C. **REIMBURSABLE BILLING.** The Federal Agency shall bill the Cooperator (m) _____ for funds sufficient to cover the costs for the specific payment period, not to exceed (l)\$ _____ as shown in the attached Financial Plan. All reimbursement billings must be completed within the same fiscal year as Federal Agency expenditures. Overhead is assessed at the rate of (p) _____ percent.

Billings must be sent to: (q)

The Federal Agency is required to issue bills for expenditures incurred under reimbursable agreements at the end of or prior to the end of each federal fiscal year. Therefore, an out-of-cycle bill may be received by the Cooperator.

If payment is not received to the satisfaction of the Federal Agency by the date specified on the bill, the Federal Agency shall exercise its rights regarding the collection of debts owed to the United States.

- D. **(r) SPECIAL BILLING REQUIREMENTS – FINANCIAL DOCUMENTATION.** Reimbursable billings shall be issued at the prescribed frequency based on expenditures recorded in the U.S. Forest Service accounting system for work performed. Bills for Collection reflect an aggregate amount for the billing period. U.S. Forest Service Transaction Register listing itemized expenses will be provided upon request at the end of a project or annually for long-term agreements. Provision of the Transaction Register or other supporting documentation accompanying individual bills will be limited to agreements over \$2,500, and only when cooperator requirements are clearly defined within this clause.

The special billing requirements are: (s)

- E. **(t)SPECIAL BILLING REQUIREMENTS – PROGRAM DOCUMENTATION.** The U.S. Forest Service Program Manager shall provide the Cooperator with a written report that meets the Cooperator's specific documentation requirements.

V. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

A. **(u) PRINCIPAL CONTACTS.** Individuals listed below are authorized to act in their respective areas for matters related to this Agreement.

(v) Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name:	Name:
Address:	Address:
City, State, Zip:	City, State, Zip:
Telephone:	Telephone:
FAX:	FAX:
Email:	Email:

(w) Principal Federal Agency Contacts:

Federal Agency Program Manager Contact	Federal Agency Administrative Contact
Name:	Name:
Address:	Address:
City, State, Zip:	City, State, Zip:
Telephone:	Telephone:
FAX:	FAX:
Email:	Email:

- B. **LIABILITY.** As set forth under the provisions of the Master Agreement.
- C. (x) Mutually agree to the Burn Plan as incorporated in this Agreement, and to any agreed upon revision thereof. If the revision to the Burn Plan does not materially affect the purpose and/or terms of the Agreement, but rather only revises the implementation of the project, then a modification to this Agreement is not necessary. The most recent revision of the Burn Plan will automatically be incorporated into this Agreement and a copy will be provided to the Principal Contacts listed above.
- D. In the event of a conflict between the provisions of this Agreement and the Master Agreement, the Master Agreement shall take precedence.
- E. **(y) PURCHASE OF ASSETS.** Any assets (such as equipment, property, or improvements) purchased by the Federal Agency with the Cooperator’s contributions shall become the property of the Federal Agency, unless otherwise documented via separate authority and instrument.

- G. **(z)PROPERTY IMPROVEMENTS.** Improvements placed on federal land at the direction, or with the approval of, the Federal Agency becomes property of the United States. These improvements are subject to the same regulations and administration of the Federal Agency as would other agency improvements. No part of this Agreement entitles the Cooperator to any interest in the improvements, other than the right to use them under applicable Federal Agency Regulations.
- H. **PARTICIPATION IN SIMILAR ACTIVITIES.** This Agreement in no way restricts the Parties from participating in similar activities with other public or private agencies, organizations, and individuals.
- I. **ENDORSEMENT.** Either Party's contributions made under this Agreement do not by direct reference or implication convey endorsement of each other's products or activities.
- J. **ALTERNATE DISPUTE RESOLUTION.** In the event of any issue of controversy under this Agreement, the Parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to, conciliation, facilitation, mediation, and fact finding.
- K. **MODIFICATION.** Modifications within the scope of this Agreement must be made by mutual consent of the Parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least (aa) days prior to implementation of the requested change. Neither Party is obligated to fund any changes not properly approved in advance.
- L. **TERMINATION.** Either Party, in writing, may terminate this Agreement in whole, or in part, at any time before the date of expiration. Neither Party shall incur any new obligations for the terminated portion of this Agreement after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each Party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination.
- M. **COMMENCEMENT/EXPIRATION DATE.** This Agreement is executed as of the date of last signature and is effective through (bb) at which time it will expire unless extended.

If the referenced Master Agreement is superseded by a new Master Agreement, this project agreement may remain in effect to the extent that it does not conflict with the provisions of the new Master Agreement, but only until such time that the project can be completed or modified to be incorporated within the terms of the new Master Agreement.

N. **AUTHORIZED REPRESENTATIVES.** By signature below, the Parties certify that the individuals listed in this document as representatives of each Party are authorized to act in their respective areas for matters related to this Agreement.

(cc)

(dd) , (ee) Date
(ff)

(gg)

(hh) , (ii) Date
(jj)

(kk)The authority and format of this Agreement have been reviewed and approved for signature.

(ll)

(mm) Date
U.S. Forest Service Grants & Agreements Specialist

INSTRUCTIONS for Supplemental Project Agreement

All provisions in this instrument are mandatory, unless otherwise excepted. This project agreement may only be used between a Federal Agency and a cooperating state, local, tribal gov't (or subdivision thereof) under a Master Cooperative Wildland Fire Management and Stafford Act Response Agreement.

(Master Agreement)= Referring to approved (2007 or newer) national agreement template used by/between federal wildland fire agencies and State/Tribal gov't.

- (a) Federal Agency Project Agreement No. For example, Forest Service uses the following format: FY-FP-11RRUUSS-XXX.
- (b) Cooperator Project Agreement No. Insert Cooperator project agreement number, if applicable.
- (c) Insert name of Cooperator (state, local, tribal, or subdivision thereof).
- (d) Insert name of Federal Agency, including applicable Region, Office, or Unit.
- (e) Insert Cooperator name as cited above.
- (f) Insert Federal Agency name as cited above.
- (g) Insert corresponding Federal Agency Agreement # as identified on the Master Coop Agreement.
- (h) Insert project title.
- (i) Enter brief project description.
- (j) Insert alpha or numeric reference to the Exhibit added that provides a Financial and Project Plan. Note: The Project Plan may include tasks/projects defined in the Operating Plan (as referenced in the Background section), or it may be a Burn Plan, if applicable.
- (k) Insert amount. If the Federal Agency is not obligating funds for reimbursement to the Cooperator, then delete this provision.
- (l) Insert amount. If the Federal Agency is not collecting funds from the Cooperator, then delete this provision.
- (m) Select and insert the appropriate billing cycle: monthly, quarterly, semi-annual, or annual. Note: quarterly dates (December 31, March 31, June 30, and September 30), semi-annually (March 31, and September 30) or annually (September 30 or earlier).
- (n) Insert Federal Agency name as cited above and billing address. (For Forest Service, use Albuquerque Service Center, Payments – Grants & Agreements, 101B Sun Ave NE, Albuquerque, NM 87109, FAX: 877-687-4894)
- (o) Insert other contact name and address, if applicable, otherwise delete.
- (p) Insert the Federal Agency burden/overhead rate. Enter 'shall not be assessed' if burden is not applicable.
- (q) Enter Cooperator's name, name of point of contact, and mailing address to which billing documents should be sent.

- (r) If the Federal Agency is not the Forest Service or if the Forest Service is not collecting funds, delete this provision.

Optional, if the Cooperator requires financial documentation with each bill. This provision alerts ASC-RACA that the Forest Service shall provide transaction registers with any billing to the Cooperator under this Agreement.

Also, Choose one of the following: with each bill, upon project completion, or annually
- (s) Insert special billing requirements here, such as whether the billing requirements are either with each bill, upon project completion, or annually.
- (t) If the Federal Agency is not the Forest Service or if the Forest Service is not collecting funds, delete this provision.

Optional provision if the Cooperator requires an accomplishment or program report with each BFC. This provision alerts ASC-RACA that the Forest Service must coordinate BFCs with the PM for submission to the Cooperator.
- (u) May be changed to accommodate additional contacts.
- (v) Insert ALL of the requested information below. If information is unavailable, then make a good-faith effort to obtain.
- (w) Insert ALL of the requested information below. If information is unavailable, then make a good-faith effort to obtain.
- (x) If a Burn Plan is not attached, remove this provision.
- (y) If the Federal Agency is not collecting funds from Cooperator, delete this provision.
- (z) Mandatory provision IF property improvements result from a project on federal lands.

Do not use this provision if improvements are owned by the Cooperator and covered under another instrument such as a Special Use Permit or license.
- (aa) Insert a notification period that is no less than 30 days.
- (bb) Insert the expiration date not greater than the expiration date of the Master Agreement.
- (cc) Insert date of signature.
- (dd) Insert name of signatory official for Cooperator.
- (ee) Insert Cooperator signatory official's positional title.
- (ff) Insert Cooperator's organizational name.
- (gg) Insert date of signature.
- (hh) Insert name of Federal Agency Signatory Official.
- (ii) Insert Federal Agency signatory official's positional title.
- (jj) Insert Federal Agency Region, Office, or Unit.
- (kk) If the Federal Agency is not the Forest Service, this signature block may be deleted.
- (ll) Insert date of signature.
- (mm) Insert G&A Specialist's name.