

**MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT
RESPONSE AGREEMENT**

Between

UNITED STATES DEPARTMENT OF THE INTERIOR

BUREAU OF LAND MANAGEMENT UTAH

Agreement number: BLM-UT-2013-001

NATIONAL PARK SERVICE

INTERMOUNTAIN REGION

Agreement number: 12491300001

BUREAU OF INDIAN AFFAIRS

WESTERN REGIONAL OFFICE

SOUTHWESTERN REGIONAL OFFICE

NAVAJO REGIONAL OFFICE

Agreement numbers:

Western Region:A13AC00013

Southwestern Region:

Navajo Region:A13PG00007

UNITED STATES FISH AND WILDLIFE SERVICE

MOUNTAIN-PRARIE OFFICE

Agreement number:

UNITED STATES DEPARTMENT OF AGRICULTURE

FOREST SERVICE

INTERMOUNTAIN REGION

Agreement number: 13-FI-11046000-015

AND

STATE OF UTAH

DIVISION OF FORESTRY, FIRE & STATE LANDS

TABLE OF CONTENTS

D) AUTHORITIES	4
II) PURPOSE	5
III) RECITALS	7
IV) INTERAGENCY COOPERATION	8
8. Great Basin Wildfire Coordinating Group (GBCG)	8
9. The Utah Oversight Committee	8
10. State/County Relationship	8
11. National Incident Management System	8
12. Annual Operating Plans	9
13. Interagency Dispatch Centers	9
14. Eastern Great Basin Coordination Center	9
15. Multi-Agency Coordination (MAC) Groups	9
16. Interagency Resources	9
17. Use of National Guard Resources	10
18. Department of Defense	10
19. Standards	10
V) PREPAREDNESS	10
20. Definition of Responsibilities	10
21. Protection Planning	10
22. Protection Areas and Boundaries	10
23. Methods of Fire Protection and Suppression	10
24. Joint Projects and Project Plans	11
25. Fire Prevention	11
26. Public Use Restrictions	12
27. Burning Permits	12
28. Prescribed Fire and Fuel Management	12
29. Smoke Management	12
VI) OPERATIONS	12
30. Protection Priorities	12
31. Closest Forces Concept	13
32. Fire Notifications	13
33. Boundary Line Fires	13
34. Independent Action	13
35. Escaped Prescribed Fires	13
36. Management of Wildfire	13
37. Management Response	14
38. Delegation of Authority	14
39. Wildland Fire Decision Support System (WFDSS)	14
40. Preservation of Evidence	14
41. Fire Reports	14
42. After Action Reviews	15
VII) USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES	15
43. Appropriated Fund Limitation	15
44. Duration of Assignments	15

45. Cost Sharing	15
46. Procurement	15
47. Loaned Equipment and Supplies	15
48. Licensing	15
49. Training	16
50. Communication Systems	16
51. Fire Weather Systems	16
52. Aviation Operations	16
53. Billing Procedures	16
54. Cost Recovery	17
VII) GENERAL PROVISIONS	17
55. Personnel Policy	17
56. Mutual Sharing of Information	17
57. Accident Investigations	17
58. Purchaser, Contractor, Operator, Permittee, Etc., Fires	18
59. Waiver	18
60. Modifications	18
61. Annual Review	18
62. Response Activities Other Than Wildfire Management	18
63. Examination and Audit	19
64. Duration of Agreement	19
65. Previous Agreements Superseded	19
66. Authorized Representatives	19
Signatures	20
EXHIBIT A. GLOSSARY OF TERMS	21
EXHIBIT B. PRINCIPAL CONTACTS	24
EXHIBIT C. OPERATING PLAN OUTLINE GUIDE	25
EXHIBIT D. SUPPLEMENTAL PROJECT PLAN	28
EXHIBIT E. COST SHARE AGREEMENT	30
<u>EXHIBIT F. USE AND REIMBURSEMENT FOR STAFFORD</u>	<u>33</u>
<u>ACT SHARED RESOURCES</u>	<u>33</u>
<u>EXHIBIT G. GLOSSARY OF TERMS FOR STAFFORD ACT RESPONSE</u>	<u>37</u>

D) By THE FOLLOWING AUTHORITIES:

1. The Reciprocal Fire Act of May 27, 1955; (42 U.S.C. 1856a, Public Law 84-46). This Act authorizes Federal Agencies to enter into cooperative agreements with state and local governments for mutual aid in fire protection. (Federal Agencies)
2. Economy Act of June 30, 1932; (31 U.S.C. 1535, Public Law 97-258 and 98-216). Section 601 of this Act authorizes one Federal agency to requisition work, services, supplies, materials, or equipment from another Federal Agency. (Federal Agencies)
3. Disaster Relief Act of May 22, 1974; (Public Law 93-288, 42 U.S.C. 5121 as amended). This Act provides the authority for the Federal government (via a presidential declaration) to respond to disasters and emergencies in order to provide assistance to save lives and protect public health, safety, and property (Federal Agencies)
4. Robert T. Stafford Disaster Relief and Emergency Assistance Act; (Public Law 93-288 as amended). In the event of a presidential disaster declaration this Act authorizes Federal Agencies to provide an orderly and continuing means of assistance to state and local governments in carrying out their responsibilities to alleviate the suffering and damage which results from such disasters. (Federal Agencies)
5. The Homeland Security Act of 2002; (H.R. 5005-8): Established the Department of Homeland Security as an executive department to prevent terrorist attacks within the United States to: A) prevent terrorist attacks within the United States; (B) reduce the vulnerability of the United States to terrorism; and (C) minimize the damage, and assist in the recovery, from terrorist attacks that do occur within the United States."
6. Homeland Security Presidential Directive – 5; (HSPD-5): Enhances the ability of the United States to manage domestic incidents by establishing a single, comprehensive national incident management system.
7. Watershed Restoration and Enhancement Act of 1998, P.L. 105-77;
8. National Indian Forest Resources Management Act; (25 U.S.C. 3101-3120). (P.L. 101-630, Title III) This Act provides for forest land management activities that include activities to protect against losses from wildfire. Such activities may be undertaken pursuant to cooperative agreements. (Interior Agencies)
9. Taylor Grazing Act of June 28, 1934, (48 Stat. 1269; 43 U.S.C. 315) (BLM, FS)
10. Granger-Thye Act of April 24, 1950; (16 U.S.C. 572). This Act conditionally authorizes the USFS to perform certain work that directly benefits the depositor. (FS)
11. Cooperative Funds and Deposits Act of December 12, 1975; (16 U.S.C. 565a1-a3, Public Law 94-148), as amended and extended under Consolidated Appropriations Act 2008, P.L. 94-148, Division F, Title IV, Sec. 417, signed December 26, 2008. This Act authorizes the USFS to cooperate with other parties to accomplish such things as forestry protection, fire protection and fuels management (FS)
12. Cooperative Forestry Assistance Act of 1978, as amended; (16 U.S.C. 2101-2114, Public Law 95-313). This Act authorizes the USFS to work through and in cooperation with State foresters or equivalent agencies, and other countries in implementing technical programs affecting non- Federal forest lands. Section 10 Rural Fire Prevention and Control of this Act authorizes cooperation including developing systems and methods for the prevention, control, suppression, and prescribed use of fires on non-Federal lands and to organize, train, and equip local firefighting forces. (FS)

13. Timber Protection Act of September 20, 1922; (42 Stat. 857, 16 U.S.C. 594). This Act authorizes the Secretary of Interior to protect timber owned by the U.S. Government from fire, disease, or insect diseases.
14. Cooperative Funds Act of June 30, 1914; (16 U.S.C. 498 as amended by Public Law 104-127). This Act authorizes the USFS to accept funds as contributions toward cooperative work in forest investigations or protection, management and improvement of the National Forest System. (FS)
15. Department of the Interior and Related Agencies Appropriations Act, 1999, as included in; (Public Law 105-277, section 101(e); (112 Stat.2681). This Act allows sums received by a Bureau or Office of the Department of Interior for fire protection rendered pursuant to 42 U.S.C. 1856 et seq., Protection of the United States Property, may be credited to the appropriation from which funds were expended to provide that protection, and are available without fiscal year limitations.
16. National Park Service Organic Act; (16 U.S.C.1, 1f, 1g). This Act provides general authority for the National Park Service to enter into cooperative agreements and transfer appropriated funds or cost share with other cooperators.
17. Federal Land Policy and Management Act of Oct. 21, 1976. (P.L.94-579; 43 U.S.C.)(BLM)
18. NPS Organic Act (16 U.S.C.1) (NPS)
19. National Wildlife Refuge Administration Act of 1966 (16 U.S.C. 668dd-668ee, 80 Stat. 927, as amended) (FWS)
20. National Wildlife Refuge System Improvement Act of 1997 (P.L. 105-57) (FWS)
21. Partnerships for Fish & Wildlife Purposes; (16 U.S.C. 661 et. seq.).
22. Partnership to Benefit Fish and Wildlife Purposes; (16 U.S.C. 742a et. seq.).
23. Debt Collection Improvement Act of 1996 (DCIA), P.L. 104-134, and associated provisions of 110 Stat. 1321, 1358 (1996)
24. Federal Tort Claims Act, (June 25, 1948, ch. 646, Title IV, 62 Stat. 982, "28 U.S.C. Pt.VI Ch.171" and 28 U.S.C. § 1346(b))

STATE

1. U.C.A. (Utah Code Annotated 1953) Title 65A: Establishes the Division of Forestry, Fire & State Lands and defines it's authority and responsibility.

II) PURPOSE

The purpose of this Master Cooperative Wildland Fire Management Agreement (hereinafter called the Agreement) is to document the commitment of the Agencies to this Agreement to improve efficiency by facilitating the coordination and exchange of personnel, equipment, supplies, services, and funds among the Agencies 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 emergency stabilization and/or burned area rehabilitation

[NOTE: The underlined text in this agreement is applicable only to coordination of Stafford Act

responses through this agreement.]

In addition to improving efficiency in addressing wildland fire, this agreement facilitates improved coordination regarding other incidents. The Nation's domestic incident management landscape changed dramatically following the terrorist attacks of September 11, 2001. Today's threat environment includes not only the traditional spectrum of manmade and natural hazards – wildland and urban fires, floods, oil spills, hazardous materials releases, transportation accidents, earthquakes, hurricanes, tornadoes, pandemics, designated special events requiring security, and disruptions to the Nation's energy and information technology infrastructure – but also the deadly and devastating terrorist arsenal of chemical, biological, radiological, nuclear and high-yield explosive weapons. Pre-planning through this agreement will enable better use of shared response to these types of situations.

The National Response Plan (NRP) applies to all Federal departments and agencies that may be requested to provide assistance or conduct operations during Presidential/Stafford Act declared disasters. These disasters also require a coordinated response by an appropriate combination of State and Tribal entities, along with the Agencies. This agreement documents the commitment of the Parties to provide cooperation, resources, and support to the Secretary of Homeland Security in the implementation of the NRP, as appropriate and consistent with their own authorities and responsibilities. **Only wildland fires and non-wildland emergencies or disasters that are Presidentially-declared emergencies and disasters are covered under this Agreement.**

The Agencies to this Agreement are:

The State of Utah Division of Forestry, Fire & State Lands, hereinafter called the State; and

The United States Department of Agriculture Forest Service, Region 4, Intermountain Region; hereinafter called the "USFS"; and

The United States Department of the Interior, National Park Service, Intermountain Region, hereinafter called the "NPS"; and

The United States Department of the Interior, Fish and Wildlife Service, Mountain-Prairie Region, hereinafter called "FWS"; and

The United States Department of the Interior, Bureau of Indian Affairs, Western Regional Office, Southwestern Regional Office, and Navajo Regional Office, hereinafter called the "BIA"; and

The United States Department of the Interior, Bureau of Land Management, through State Director of Utah, hereinafter called the "BLM". The Utah BLM State Office will also represent that portion of the Arizona BLM State Office, namely the Arizona Strip Field Office, in matters related to this agreement. The Arizona State Office will be given opportunity to comment and concur on matters affecting the Arizona Strip Field Office. This agreement provides authority and commitment for the Arizona Strip Field Office to cooperate with all other parties to this agreement as described herein.

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

The Federal Agencies and the State entities signatory to this Agreement will hereinafter be referred to as the "Agencies to this Agreement."

Words and phrases used herein may have different meanings or interpretations for different readers. To establish a "common" understanding, words and phrases as used herein are defined in the Glossary of Wildland Fire Terminology found on the "Publications" page of the National Wildfire Coordinating Group

web-page (www.NWCG.gov, or by direct link at <http://www.nwcg.gov/pms/pubs/glossary/index.htm>) and in the Glossary attached as Exhibit A.

1) Incorporation of exhibits into agreement

The following exhibits are hereby incorporated into this Agreement (Note that Exhibits F and G relate only to Stafford Act responses):

	Contents
A	Glossary of Terms
B	Principal Contacts
C	A sample Annual Operating Plan (AOP) Outline Guide
D	A sample Project and Financial Plan
E	A sample Cost Share Agreement
F	<u>Use and Reimbursement for Stafford Act Shared Resources</u>
G	<u>Glossary of Terms for Stafford Act Response</u>

Exhibits to this Agreement may be revised upon request of the Agencies through execution of the Statewide Annual Operating Plans (AOPs). The latest revision of any Exhibit will automatically be incorporated into this Agreement without necessitating a formal modification as defined in Agreement Provision #60.

2) Acknowledgement of supplements to the agreement

Supplements to this Agreement, AOPs, Project and Financial Plans, and Cost Share Agreements will further describe working relationships, financial arrangements, and joint activities not otherwise specified under the terms of this Agreement.

3) Hierarchy and precedence for agreements, exhibits, etc.

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

1. This Agreement
2. Statewide AOP
3. Exhibits to this Agreement
4. Local (or Zone) AOP
5. Project and Financial Plan

III) RECITALS

1. Lands for which the State is responsible for wildland fire protection in Utah, 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. The Federal Agencies maintain fire protection organizations for protection of Federal lands within the United States, and the State maintains a fire protection organization for State and privately-owned, unincorporated lands within the State;
3. It is to the mutual advantage of the Agencies to this Agreement to coordinate efforts for the prevention, detection, and suppression of wildfires, fuels management, use of wildland fire, non wildland fire emergencies (as authorized), and cooperative projects for resource protection in and adjacent to their areas of responsibility, and to limit duplication and improve efficiency and effectiveness;

4. It is the intent of the Agencies signatory to this Agreement that State 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. It is the intent of the Agencies signatory to this Agreement that federal resources be available to assist in fire management activities on all state and private lands the State is responsible to protect; and the USFS, BLM, BIA, NPS, and FWS have entered into a national Interagency Agreement for Fire Management to cooperate in all aspects of fire management.
6. It is to the benefit of all federal, state and local agencies to coordinate assistance and operations during Presidential/Stafford Act declared disasters under The National Response Plan (NRP). This agreement documents the commitment of the Parties to provide cooperation, resources, and support to the Secretary of Homeland Security in the implementation of the NRP, as appropriate and consistent with their own authorities and responsibilities.
7. It has been determined by the Utah Attorney General's Office that the Utah State Division of Forestry, Fire and State Lands has the statutory responsibility to represent the State, Counties and Cities of Utah in all matters pertaining to wildland fire with the Federal Agencies

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

IV) INTERAGENCY COOPERATION

8. **Great Basin Coordinating Group (GBCG):** This group shall provide coordination and recommendations for all interagency fire management activities in Utah. Membership, procedures, and guidelines will be agreed to and documented in the GBCG Charter. It is intended that this Agreement be implemented under the auspices of the GBCG, rather than through individual agencies, to the maximum extent feasible.
9. **The Utah Oversight Committee:** The Utah Oversight Committee consists of the designated representatives of the Agency Administrators (signators of the Agreement) charged with the oversight of the terms and implementation of this Agreement, the interpretation of Agreement language, updating the Agreement as needed, and with the general oversight of interagency wildland fire management activities within the State of Utah. Actions may include establishing interagency committees and workgroups as needed to accomplish the goals and objectives established by the Agreement.
10. **State/County Relationship:** For the purposes of this agreement, the local, city, and county fire resources in Utah are considered resources of the State. The State will maintain all required agreements with those entities and act as the coordinator for county and/or local fire service entities for the purpose of coordinated wildland fire management services within and beyond the boundaries of the state of Utah.
11. **National Incident Management System:** The Agencies to this Agreement will operate under the concepts defined in the Department of Homeland Security's (DHS) *National Incident Management System* (NIMS). In implementing these concepts, Agencies to this Agreement will be expected to follow the National Wildfire Coordinating Group's (NWCG) National Interagency Incident Management System (NIIMS) minimum standards as defined in the *Wildland Fire Qualifications Systems Guide* (PMS-310). These NWCG minimum standards are DHS NIMS compliant. The following NIMS concepts will be followed as they are implemented: Incident Command System (ICS), qualifications system, training system, the management of publications, and participating in the

review, exchange and transfer of technology as appropriate for providing qualified resources, and for the management of incidents covered by this Agreement.

12. **Annual Operating Plans:** Annual operating plans will be developed at the State and local level and will tier to this Agreement (see Exhibit C, Operating Plan Outline Guide). The following annual operating plans are listed in descending order of precedence:

A. Statewide AOP: The Statewide AOP will identify and establish standard procedures and processes across all Agencies for implementing the terms of this Agreement. The Statewide AOP will be developed and executed annually by March 15. The fire directors of each Agency are authorized to develop and approve the Statewide AOP.

B. Local AOPs: An annual plan generated at the dispatch zone level that identifies and establishes standard procedures and processes such as but not limited to: local dispatching procedures, initial attack, and communications. For implementing the terms of this agreement, Local Agency Administrators are responsible for the development and approval of local AOPs. Local AOPs will be developed and approved annually by May 1.

C. Project Plans Project plans are plans developed for specific non-suppression, fire related projects. Such projects will be documented in local agreements, or other appropriate written documents. Documentation will include the objectives, specific authorizing law, role of each Agency, and each Agency's share of cost (See Exhibit D for a Supplemental Project Plan).

13. **Interagency Dispatch Centers:** The Agencies to this Agreement agree to maintain, support, and participate in Interagency Dispatch Centers. The staffing, funding, and level of participation will be agreed to and documented in all Utah Dispatch Center's AOP's, developed by a the Center's Board of Directors, and appropriate mobilization guides. The Great Basin Mobilization Guide (GBMG) will be the primary document that identifies approved procedures and processes for dispatching fire resources.

It is intended that interagency dispatch center managers may be from any of the participating Agencies, and as such, have delegated Agency specific authorities from each participating Agency, except where prohibited by law or regulation, necessary to conduct the Center's operation.

14. **Eastern Great basin Coordination Center:** The Agencies to this Agreement recognize the Eastern Great Basin Coordination Center in Salt Lake City, Utah, as the Geographic Area Coordination Center (GACC) for the Eastern Great Basin Geographic Area. The Agencies to this Agreement will coordinate fire management activities and resource movements through the Geographic Area Coordination Center as appropriate. Agencies to this Agreement are not precluded from independent movement of resources.

15. **Multi-Agency Coordinating (MAC) Groups:** During periods when fire activity is significant enough to require prioritization of fires in order to allocate critical or scarce resources, MAC groups will be established at the appropriate level(s) to accomplish that priority setting.

16. **Interagency Resources:** Interagency funding, staffing, and utilization of resources and facilities will be pursued by the Agencies to this Agreement whenever an interagency approach is appropriate and cost effective. Shared staffing and funding will be commensurate with each Agency's use of resources, will be agreed to and documented in local 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 annual operating plan.

Interagency incident management teams (IMTs) are managed by geographic area coordinating groups at National Preparedness Levels 1 through 3. The National Multi-Agency Coordination Group will manage these resources at Preparedness Levels 4 and 5. Geographic area coordinating groups should establish operating plans for management of their IMTs.

17. **Use of National Guard Resources:** The State will maintain an agreement for the utilization of National Guard Resources. All orders for Utah National Guard resources for use on wildland fires shall go through the State. For costs that are the responsibility of the Federal Agencies, the Federal Agencies will reimburse the State for the costs of assistance, following the billing procedures delineated in the Statewide AOP.
18. **Department of Defense:** The Department of Defense (DoD) is not a party to this agreement. Any agreement defining suppression responsibilities on DoD lands is between individual agencies and DoD. Specific procedures and responsibilities will be documented in AOPs.
19. **Standards:** It is the goal of the signatory Agencies to this Agreement to achieve common standards within the Agencies' best interest, recognizing differing agency missions and mandates. Each Agency to this Agreement recognizes that other agency standards are reasonable, prudent, and acceptable. This clause is not intended to affect the Jurisdictional Agency's land management standards.

V) PREPAREDNESS

20. **Definition of Responsibilities:** The Agencies to this Agreement shall be distinguished as follows:

Jurisdictional Agency - The Agency having overall land and resource management and/or protection responsibility for a specific geographical or functional area as provided by federal or state law. Under no circumstances will a jurisdictional Agency abdicate legal responsibilities as provided by federal or state law.

Protecting Agency - The Agency responsible for providing direct incident management and services to a given area pursuant to its jurisdictional responsibility or as specified by federal or state law, contract or agreement. .

Supporting Agency – An Agency providing suppression or other support and resource assistance to a protecting agency.

21. **Protection Planning:** Annually, before March 1, local area Unit Administrators may determine efficiencies to be gained from reciprocal assistance and acquisition of protection services. Annual operating plans will document decisions made for the implementation of such plans. Plans will be reviewed and agreement reached concerning such items as placement of crews, engines, air tankers, helicopters, fixed and aerial detection, regulated use, closures and other joint fire suppression efforts.
22. **Protection Areas and Boundaries:** The Jurisdictional Agency is the protecting agency unless otherwise identified in the Statewide or Local AOPs. When protection areas and boundaries are established they will be mapped and/or adequately described in Local AOPs.
23. **Methods of Fire Protection and Suppression:** One agency may provide fire protection services on lands under the jurisdiction of another, within their authority and as authorized by law. The following are different methods to provide those services:
 - A. **Reciprocal (Mutual Aid) Fire Protection:** As deemed appropriate, the Agencies may, by

agreement in AOPs, establish reciprocal initial attack zones for lands of intermingled or adjoining protection responsibility. Within such zones, a Supporting Agency will, upon request or voluntarily, take initial attack action in support of the Protecting Agency.

The Protecting Agency will not be required to reimburse the Supporting Agency for costs incurred following the initial dispatch of any ground resources to the fire for the duration of the mutual aid period, unless specifically stated by contract or agreement. The length of the mutual aid period should not exceed 24 hours, unless specifically stated by agreement or contract, and will be documented in the AOP.

B. Reimbursable (Cooperative) Fire Protection: Reimbursable Assistance refers to fire suppression resources that are to be paid for by the Protecting Agency. Reimbursable Assistance resources must be requested by the Protecting Agency or supplied through preapproved, automatic dispatch systems and documented. Reimbursable costs and processes will be outlined in the Statewide AOP. Unless otherwise identified in the Statewide or Local AOPs, all fires in Utah are considered reimbursable subject to the reimbursement provisions in the Statewide AOP.

C. Exchange (Offset) Fire Protection: Agencies may exchange responsibility for fire protection for lands under their jurisdiction. The rate of exchange will be based upon comparable cost, acreage involved, complexity, and other factors as appropriate and mutually agreed to by the Agencies. Exchange zones will be documented in AOPs.

If an imbalance exists, the Protecting Agency with the surplus of acres will bill the Jurisdictional Agency for the difference on a per acre basis as computed under Contract or Fee Basis Protection. Imbalance means a deviation exceeding the range of variation agreed to between the parties.

When a Protecting Agency takes suppression action on lands it protects for the Jurisdictional Agency, and the Jurisdictional Agency is requested to assist, the Protecting Agency will reimburse the Jurisdictional Agency for their assistance. The exception is if the parties involved are Federal Agencies. The National Agreement between the Department of the Interior Agencies and the USDA Forest Service states that the parties agree not to bill each other for suppression services.

D. Contract (Fee Basis) Fire Protection: For an agreed upon fee, one Agency may assume fire protection responsibilities on lands under the jurisdiction of another Agency. The terms and conditions of such arrangements must be included in AOPs.

24. **Joint Projects and Project Plans:** The Agencies 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, presuppression, fire analysis/planning, rehabilitation, training, prevention, public affairs, and other beneficial efforts. Such projects will be documented in local operating plans, or other appropriate written documents, referencing the appropriate authority. Documentation will include the objectives, role of each Agency, and each Agency's share of costs.

Project plans may be executed by Unit Administrators of agencies to this Agreement and Bill according to Exhibit D, Reimbursable Billings and Payments, and Exhibit E, Supplemental Project Plan.

25. **Fire Prevention:** The Agencies to this Agreement agree to cooperate in the development and implementation of fire prevention programs. Unit Administrators will assure that fire prevention goals and activities are planned at local levels and are addressed in annual operating plans. Specific fire prevention plans should be developed by local interagency fire management personnel. The Agencies

to this Agreement may pool resources and share costs. Unit Administrators are encouraged to participate in local fire prevention cooperatives, organizations, or groups, where applicable.

26. **Public Use Restrictions:** Guidelines for implementing restrictions and closures shall be established and documented in a separate document and included as an addendum in the Statewide Annual Operating Plan.
27. **Burning Permits:** Burning permit procedures, where applicable, will be included in local annual operating plans.
28. **Prescribed Fire and Fuel Management:** The Agencies to this Agreement agree to cooperate in the development and implementation of prescribed fire and fuels management programs, whose primary intent is to reduce fire hazards.

Any Agency within this Agreement may provide assistance to another Agency as requested and agreed to for the purposes of performing prescribed fire or other fuels management work. Conditions of the assistance and details related to reimbursement will be agreed to and documented, through the procurement or project plan process (see Exhibit D, Supplemental Project Plan)

Any instrument processed under this clause shall be in accordance with each agency's applicable laws, regulations, and policy requirements.

29. **Smoke Management:** Within their authorities, the Agencies to this Agreement agree to cooperate in smoke management programs.

VI) OPERATIONS

For Stafford Act responses, procedures and requirements established in the National Response Plan shall be utilized by Agencies to this Agreement to authorize and accomplish any required response or support tasks. Any agency requesting support pursuant to a Stafford Act response shall issue written instructions and funding limitations to any agency providing cooperation, resources or support. Mobilization activities will be accomplished utilizing established dispatch coordination concepts per the current National Interagency Mobilization Guide.

30. **Protection Priorities:** The Agencies agree that protection objectives will recognize the following priorities:
 - A. Threat to human life health and safety: Once people have been committed to an incident, these human resources become the highest value to be protected.
 - B. Threat to structures or improvements, and to natural and cultural resource values, depending on agency policy and specific conditions: Setting priorities among protecting human communities and community infrastructure, other property and improvements, and natural and cultural resources will be based on the values to be protected and the costs of protection
 1. The operational role of federal and State agencies as partners in the wildland urban interface is wildland firefighting, hazard fuels reduction, cooperative prevention /education/mitigation, and technical assistance. Any fire service entity or resource may take action to prevent a wildland fire from reaching a structure, depending upon the location of the wildland fire and the chosen management strategy. Structural fire suppression is the responsibility of tribal or local governments. State and federal agencies may assist with exterior structural protection activities within the limits of their agencies policies. During wildfire incidents, development and implementation of structure

protection plans and coordination with an Incident Management Team is a responsibility of the structure protection entity. Structure protection tasks may be delegated to an incident management team at the discretion of the responsible jurisdiction. Costs associated with the protection of privately owned structures on private or public (Federal or State) lands are the responsibility of the Agency or fire service entity that has jurisdiction for protecting the structure unless stipulated otherwise by agreements (e.g. – Special Use Permits).

31. **Closest Forces Concept:** The guiding principle for dispatch of initial attack suppression resources is to use the closest available resource regardless of which Agency the resources belong, and regardless of which Agency has protection responsibility.
32. **Fire Notifications:** Each Agency will promptly notify the appropriate protecting Agency of 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. Fire reports will be sent to jurisdictional agencies within 15 days after a fire is declared out.
33. **Boundary Line Fires:** A boundary line fire, as defined in Exhibit A, Glossary of Terms, will be the initial attack responsibility of the protecting Agencies on either side of the boundary. Neither Agency will assume the other Agency is aware of the fire or that the other Agency will take action. Each Agency will make every reasonable effort to communicate with the other concerning the fire. The most qualified individual of the protecting Agency, arriving first on the fire, will act as Incident Commander. When protecting agencies have arrived, the agencies will mutually agree to the designation of an Incident Command organization, suppression objectives, command, strategy, and the commitment of Agency suppression resources. Except as otherwise provided by Clause 23, Methods of Fire Protection, and Clause 53, Billing Procedures, when an incident occurs on multi-jurisdictional lands, a cost share agreement shall be prepared and approved for all actions when land ownership is determined (see Clause 45, Cost Sharing).
34. **Independent Action:** Except as otherwise limited in annual operating plans, nothing herein shall prohibit any Agency, on its own initiative, from going upon lands known to be protected by another Agency to this Agreement to engage in suppression of wildfires, when such fires are a threat to lands that are that Agency's protection responsibility. In such instances, the Agency taking action will promptly notify the protecting Agency. These Protecting Agencies' actions will be commensurate with the jurisdictional agencies land management considerations, and subject to the laws and regulations of the jurisdictional agency. Agencies responding independently will absorb their own costs.
35. **Escaped Prescribed Fires:** Wildfire resulting from escaped prescribed fires that were ignited by, managed at the direction of, under the supervision of the Agencies to this Agreement shall be the responsibility of the jurisdictional Agency. Unless otherwise agreed, all suppression costs are the responsibility of the jurisdictional Agency. The Agencies 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 Agencies to this Agreement.

If the Agencies to this Agreement conduct a cooperative prescribed fire, the responsibility for suppression costs, should it escape, shall be agreed upon and documented in the project plan.

36. **Management of Wildland Fire:** The jurisdictional agency responsible for the wildfire will involve all neighboring jurisdictions in decisions to manage a wildfire that could cross property where ecological restoration is the desired outcome; the jurisdictional agency will assume responsibility for

suppression costs unless agreed to otherwise in a cost share agreement. In cases where there are multiple management objectives, a cost share agreement will be negotiated on a case by case basis. All adjacent agencies will work together to identify the cost sharing methodologies that will be utilized should the fire spread to a neighboring jurisdictions.

The underlying intent of management of fires is to prevent their spread on to a jurisdiction that does not want it. All agencies need to be involved in developing strategies and tactics to be used to prevent fires from burning where they are not wanted. Where agreement cannot be reached regarding plans to keep the fire from crossing property boundaries, the discussion will be elevated to the next level agency administrators representing each party.

37. **Management Response:** All strategic and tactical actions taken on wildfire on lands of another Agency shall be consistent with that Agency's wildland fire policy, the direction in the Jurisdictional Units planning document (e.g. Fire Management Plan) and the terms of this Agreement.

A "Special Management Considerations" section in the AOP, addressing resources and other management concerns, will be used by unit administrators of the Agencies to identify areas of special management consideration, and to communicate appropriate fire management actions and any restrictions in firefighting tactical techniques to an Incident Commander. All costs associated with managing the wildfire with respect to application of special management considerations will be paid by the Protecting Agency.

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 cost of these individuals shall be paid by the Jurisdictional Agency. The Incident Commander will incorporate special management considerations into the incident planning process, subject to the delegation of authority.

38. **Delegation of Authority:** Annual operating plans will document procedures and criteria for Unit Administrators to specify direction, authority, and financial management guidelines to Incident Commanders for large incidents.
39. **Wildland Fire Decision Support System (WFDDSS)** A decision will be published in WFDDSS for any fire involving lands under federal jurisdiction that has escaped initial attack or exceeds initial response. The appropriate Agency Administrator(s) or designee(s) from the Jurisdictional Agency will lead the decision process. If the fire has burned or threatens to burn non-federal land, the Agency Administrator will ensure that the State of Utah is involved in preparing the document. The Agency Administrator will also ensure involvement from any other involved agencies, including the Protecting Agency. If the fire has burned or threatens to burn non-federal lands, the State of Utah will approve the incident decision in WFDDSS and will also assist in completing the validation unless identified otherwise.
40. **Preservation of Evidence:** As initial action is taken on a fire, the initial attack forces will preserve information and evidence pertaining to the origin and cause of the fire. Protecting and jurisdictional agencies shall render mutual assistance in the gathering of evidence to the fullest extent practicable. Affected Agencies will meet to determine an investigation process.
41. **Fire Reports:** For incidents where the Protecting Agency is not the Jurisdictional Agency, the Protecting Agency will furnish a copy of their fire report to the Jurisdictional Agency immediately after the fire is declared out or the report is available.
42. **After Action Review:** To benefit from lessons learned on incidents falling under the terms of this Agreement, the Agencies may conduct after action reviews. Such critiques or reviews will be

conducted jointly by all appropriate Agencies

VII) USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES

The Use and Reimbursement for resources when responding under the Stafford Act, shall be governed by the provisions contained in Exhibit G.

43. **Appropriated Fund Limitation:** Nothing herein shall be considered as obligating the Agencies to this Agreement to expend funds, or as involving the United States, the State of Utah, or the other agencies in any contract or other obligation for the future payment of money in excess of or in advance of appropriated funds available for payment to meet the commitments of this Agreement and modifications thereto, except as specifically authorized by law.
44. **Duration of Assignments:** Consideration must be given to the health and safety of personnel when assigned to fires. The Agencies to this Agreement agree that Incident Commanders will release suppression resources to their primary responsibilities as soon as priorities allow. Incident Commanders shall adhere to work/rest policies of respective responding Agencies.
45. **Cost Sharing:** Whenever multiple jurisdictions are affected due to the placement of a fire, it is mandatory to develop and implement a Cost Share Agreement. Examples of cost share methods are listed in Exhibit E, Cost Share Agreement. Except as otherwise provided by Clauses 34 (Independent Action), and 53 (Billing Procedures), a cost share agreement will be approved by the responsible Unit Administrators (as defined in Exhibit A, Glossary of Terms) or their authorized representatives when the incident involves lands of more than one protecting Agency (see Clause 33, Boundary Line Fires, and Exhibit E, Cost Share Agreement).

A Cost Share Agreement, in order to document cost sharing, may be used for temporary support functions or facilities established during periods of high fire danger or activity.

When the Cooperating Agencies determine, by mutual consent, that the fire is no longer a Boundary Fire because it has been controlled on the lands of one Cooperating Agency and is only burning on or threatening the other Cooperating Agency(ies), costs will only be shared for the time that the incident was considered a Boundary Line Fire.

46. **Procurement:** The procurement laws of the Protecting Agency will apply in the procurement of resources. Procurement costs by one Agency in support of another that are reasonable and prudent may be charged to the Protecting Agency. Delegations of procurement authority for an incident shall be made in accordance with Agency law and policy (see Interagency Incident Business Management Handbook, NWCG Handbook 2, Chapter 20).

All property procured under a Mission Assignment during a Stafford Act Response becomes the property of FEMA.

47. **Loaned Equipment and Supplies:** Equipment and supplies, (i.e. commonly used fire cache items such as pumps, hoses, nozzles, etc.) loaned to another Agency shall become the responsibility of that Agency, and shall be returned in the same condition as when received, reasonable wear and tear excepted. As determined by the loaning agency, the receiving Agency will repair or reimburse for damages in excess of reasonable wear and tear and will replace or reimburse for items lost, destroyed, or expended.
48. **Licensing:** Drivers and equipment operators will hold appropriate operating licenses to meet state and federal laws. Employees of the agencies 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 will be for official purposes only.

49. **Training:** The Agencies to this Agreement will cooperate to assure that training needs are provided that will produce safe and effective fire management and aviation programs. Local cooperators will be included in this cooperative approach whenever practical. The intent is to champion high quality training, to minimize training costs by sharing resources, and to standardize training. In order to accomplish these objectives, in part, the Agencies will support and participate in Interagency Training Committees.
50. **Communication Systems:** The Agencies to this Agreement mutually agree to allow one another the use of communications systems such as radio frequencies, computer system access, data transmission lines, and communication sites when there is a mutual benefit to the agencies. Such agreement shall be approved only by Agency authorized personnel.
51. **Fire Weather Systems:** The Agencies to this Agreement will cooperate in the gathering, processing, and use of fire weather data, including the purchase of compatible sensing systems and the joint use of computer software. The Agencies to this Agreement will jointly evaluate and agree to any deletions or additions to the system. National Fire Danger Rating System (NFDRS) is the common and agreed upon fire danger rating system for the Eastern Great Basin Geographic Area.
52. **Aviation Operations:** The Agencies to this Agreement agree to cooperate in use of aviation resources to foster effective and efficient use of aircraft and personnel. (Refer to the Great Basin Geographic Area Operating Plan for specific direction in the use of aircraft.)
53. **Billing Procedures:**
 - A. Fire Suppression Billings
 1. Billing Between Federal Agencies: Federal Agencies will not bill each other for fire suppression.
 2. In State Fires
 - a. The Agencies agree to consolidate billing. Fires occurring in Utah regardless of jurisdictional boundary will be compiled based on each agencies cost. A balance sheet will be developed and billed as one consolidated amount. This cost tracking method will reduce actual payments and insure that a fair division of suppression costs can be made between the federal agencies and the state in a timely fashion. A final division of cost responsibilities will be negotiated based on jurisdiction, minimum thresholds and cost share agreements.
 - b. The Agencies agree to minimum billing thresholds. Because of the land ownership pattern in Utah, most wildland fires involve multiple ownerships. Therefore, it is mutually beneficial to have a system that provides rapid initial attack on all wildland fires regardless of jurisdiction. In an effort to accommodate the annual consolidated billing process and encourage fast and efficient initial attack, the Agencies agree to a minimum billing threshold. The minimum billing threshold shall be based on the cost of an “average” initial attack fire statewide.

The minimum billing threshold may be adjusted annually, by mutual consent of the Agencies through execution of the Statewide AOP. The latest adjustment of the Minimum Billing Threshold will automatically be incorporated into this Agreement without necessitating a formal modification as defined by the Agreement. (Clause #60 Modifications)

A Federal Agency will not bill the State, nor will the State bill a Federal Agency, for suppression costs of the Supporting Agency that are within the minimum billing threshold or

less per incident. However, if the Supporting Agency's costs exceed the minimum billing threshold for a specific incident, the Protecting Agency will reimburse the Supporting Agency for all reimbursable costs. Volunteer, county, or fire district resources responding outside their own jurisdiction or State resources responding outside the State of Utah will be reimbursed for all costs unless agreed and documented otherwise.

3. Out of state fires

State fire costs incurred outside of Utah will be billed directly to the jurisdictional agency. Billings for fires under the jurisdiction of Department of the Interior Agencies will be sent to the BLM National Operation Center (NOC) and pre-approved by the BLM, for fires under all other jurisdictions will be sent to the Albuquerque Service Center.

4. Billing Procedures, Estimates and Timeframes: Billing procedures and timeframes are outlined in the Statewide AOP.

B. Project and Financial Plans: The Agencies may jointly conduct mutual interest projects within their authority. These projects may include activities such as preparedness, fire rehabilitation, fuels management, prescribed fire, fire analysis/planning, training, prevention, public affairs, wildland urban interface coordination, and other beneficial efforts. Agency Administrators are responsible for the development and approval of Project and Financial Plans. See Exhibit E, Supplemental Project Plan.

54. **Cost Recovery**: Authority to recover suppression costs and damages from individuals causing a fire varies depending on contracts, agreements, permits and applicable laws. The Authorized Representatives of affected agencies will attempt to reach mutual agreement as soon as possible after a fire on the strategy that will be used to recover suppression costs and damages from the individuals liable for such costs and damages. Such strategy may alter interagency billing procedures, timing and content as otherwise provided in this Agreement. Any Agency may independently pursue civil actions against individuals to recover suppression costs and damages. 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 Agency taking reciprocal action.

VIII) GENERAL PROVISIONS

55. **Personnel Policy**: It is agreed that employees of the Parties to this Agreement shall at all times be subject only to the laws, regulations, and rules governing their employment, regardless of agency, and shall not be entitled to compensation or other benefits of any kind other than that specifically provided by the terms of their employment.
56. **Mutual Sharing of Information**: Subject to applicable state and federal rules and regulations, including the Privacy Act, agencies to this Agreement may furnish to each other, or otherwise make available upon request, such maps, documents, GIS data, instructions, records, and reports including, but not limited to, fire reports, employment records, and investigation reports as either Agency considers necessary in connection with the Agreement.
57. **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 made up of representatives from affected Agencies, as appropriate.

58. **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. Agencies will meet to determine a cost recovery process as outlined in Clause 54.
59. **Waiver:** Subject to provisions in Clause 23 B. Methods of Fire Protection and Suppression, Reimbursable Fire Protection, and Clause 5.8 Reimbursable Assistance Expense in the Statewide Annual Operating Plan, it is mutually agreed that the Agencies to this Agreement shall each be responsible for their own losses arising out of the performance of this Agreement and each Agency hereby waives any claim against any other Agency for any loss, damage, personal injury, or death of the Agency, or its employees or agents, occurring as a consequence of the performance of this Agreement; provided, this provision shall not relieve any Agency from responsibility for claims of third parties for losses for which the Agency is otherwise legally liable. Third party claims will be processed by the protecting agency.

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

60. **Modifications:** Modifications within the scope of this Agreement shall be made by mutual consent of the Agencies, by the issuance of a written modification, signed and dated by all Agencies, prior to any changes being performed. No Agency is obligated to fund any changes not properly approved in advance.
61. **Annual Review:** If deemed necessary, prior to May 1, representatives of the State and Federal Agencies will meet and review matters of mutual concern. Operating plans, at all levels, will be reviewed annually. If necessary, operating plans will be revised.
62. **Responses for Activities Other Than Wildfire Management:** This Agreement is limited to wildland fire management and All Hazard assignments requested under the Stafford Act in the event of a Presidential Disaster Declaration. However, this Agreement does not preclude agencies from supporting one another in emergency situations as provided by their respective policies, procedures, or other agreements

In the event of a Presidential Disaster Declaration, the Parties may assist one another under the provisions of this Agreement if tasked to do so by the Federal Emergency Management Agency as long as requested resources are available and all other provisions of this Agreement are met.

Non-Stafford Act (Non-wildfire) Responses: Other disasters/emergencies, usually of a smaller scale, may not receive a Presidential Disaster Declaration and the Stafford Act will not apply. Federal agencies have only limited authority to respond to these All-Hazard (non-wildfire) incidents. The Parties will support one another in these emergency situations as provided by their respective policies, procedures, or other agreements.

Reimbursement for All-Hazard (non-wildfire), non-Presidential Disaster Declaration incidents will be negotiated on an incident by incident basis utilizing accepted business management practices, authorities, policies, procedures, and other agreements of the Agencies involved.

Mobilization activities will be accomplished utilizing established dispatch coordination concepts per the current National Interagency Mobilization Guide, as modified (if necessary) by limitations in funding or agency policy.

63. **Examination and Audit:** Federal Agencies and the State shall be subject to examination and internal audit for 3 years after final payment under the terms of this Agreement. Examination and audit shall be confined to those matters connected with the performance of this Agreement including, but not limited to, the cost of administration

64. **Duration of Agreement:** The term of this Agreement shall commence for each agency upon the signature of that agency's Agency Administrator. The agreement shall remain in effect for five (5) years from the date the last agency signs at which time it will expire, unless extended.

Any Agency shall have the right to terminate their participation under this Agreement by providing one-year advance written notice to the other Agencies.

65. **Previous Agreements Supersede:** This Agreement supersedes the following:

Cooperative Fire Management Agreement and Stafford Act Response Agreement signed and dated 2008, as amended.

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

66. **Authorized Representatives:** By signature below, all signatories to this agreement certify that the individuals (Agency Representative, Agency Administrator, Unit Administrator) listed in this document are authorized to act in their respective areas for matters related to this Agreement.

IN WITNESS WHEREOF, the Agencies hereto have executed this Cooperative Wildland Fire Management Agreement as of the last date written below

USDI FISH AND WILDLIFE SERVICE
MOUNTAIN- PRAIRIE REGION

USDI NATIONAL PARK SERVICE
INTERMOUNTAIN REGION

Regional Director
Date: _____

Regional Director
Date: _____

Contracting Officer FWS-19072
Date: _____

Contracting Officer
Date: _____

USDI BUREAU OF LAND MANAGEMENT
Utah State Office

USDI BUREAU OF INDIAN AFFAIRS
WESTERN REGION

State Director
Date: _____

Regional Director
Date: _____

Contracting Officer
Date: _____

Contracting Officer
Date: _____

USDI BUREAU OF INDIAN AFFAIRS
SOUTHWESTERN REGION

USDI BUREAU OF INDIAN AFFAIRS
NAVAJO REGION

Regional Director
Date: _____

Regional Director
Date: _____

Contracting Officer
Date: _____

Contracting Officer
Date: _____

USDA FOREST SERVICE
INTERMOUNTAIN REGION

STATE OF UTAH
Division of Forestry, Fire & State Lands

Regional Forester
Date: _____

State Forester
Date: _____

Contracting Officer
Date: _____

Agreements Coordinator
Date: _____

**MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AGREEMENT
GLOSSARY OF TERMS
EXHIBIT A**

Note that terms relating to Stafford Act responses are found in a separate glossary, Exhibit H.

Agency Representative: This Incident Command System position serves as the point of contact for an assisting or cooperating agency which has been delegated authority to make decisions on all matters affecting that agency's participation at the incident and reports to the Liaison Officer.

Agency Administrator: Officials who are signatories to this Agreement, as follows: Bureau of Land Management, State Director; Forest Service, Regional Forester; BIA, Regional Director; National Park Service, Regional Director; Fish and Wildlife Service, Regional Director; State Forester, etc.

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

Closest Forces Concept: Dispatch of the closest available initial attack suppression resources regardless of which agency they belong to, and regardless of which agency has protection responsibility.

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

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, and other beneficial efforts.

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.

Indirect Cost: A fixed percentage rate as determined by a process provided for in the Indirect Cost Negotiation Agreement as in Office of Management and Budget (OMB) Circular A-87, to recover those costs that cannot be directly charged to the project. The rate will be specified in the Annual Statewide Operating Plan.

Initial Attack Period: The first 24 hours, or by written local agreement.

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

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

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

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

Operating Plan – Geographic Area: A plan which will include all Geographic Area considerations. This will be developed at the Geographic Area level and approved by the Coordinating Group member agencies.

Operating Plan - Statewide: A plan which will include all statewide considerations. This will be developed at the state level and approved by affected federal, tribal, state and local Coordinating Group member agencies.

Operating Plan – Local Sub-geographic Area: A plan generated at a local sub-geographic level and authorized by Unit Administrators for implementing the Master Cooperative Wildland Fire Management Agreement in their respective areas of responsibilities.

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: Any fire ignited by management actions to meet specific objectives.

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

Procurement Documents: Agency specific financial obligation documents.

Protecting Agency: The Agency responsible for providing direct incident management and services to a given area pursuant to its jurisdictional responsibility or as specified and provided by federal or state law, contract, agreement.

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

Protection Area: That area for which a particular fire protection organization has the primary responsibility for attacking and 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.

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

Reciprocal Fire Suppression: Reciprocal fire suppression is the act of helping the protecting Agency, at no cost, generally for the first 24 hours or by written agreement, to suppress wildfires. 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. Reciprocity may be thought of as the implementing mechanism of the closest forces concept.

Reimbursable (Assistance by Hire): Incident resources that will be paid for by the requesting Protecting Agency per the conditions of this Agreement and its annual operating plans. i.e. aircraft costs.

Reimbursable Costs: All costs associated with operations and support ordered on a resource order or project plan by or for an incident or project within the provisions of this Agreement. Such costs may include, but are not limited to, the following:

- Agency costs for transportation, salary, benefits, overtime, and per diem of individuals assigned to the incident or project.
- Additional support dispatching, warehousing or transportation services supporting a resource order.
- Cost of equipment in support of the incident, contract equipment costs and operating costs for agency equipment.
- Operating expenses for equipment assigned to the incident such as fuel, oil, and equipment repairs.
- Aircraft, airport fees, and retardant and other fire chemical costs.
- Agency-owned equipment and supplies lost, damaged, or expended by the supporting agency.
- Cost of reasonable and prudent supplies expended in support of the incident.
- Charges from the state-provided resources such as inmate crews, National Guard resources, and county and local resources.
- Indirect costs will be applied on joint state and federal non-suppression projects.

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

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

Suppression: All the work of extinguishing or confining a fire beginning with its discovery.

Third Party: A municipal or rural fire district that does not have a local agreement with a federal agency but is formally recognized by their respective state and has entered into a local agreement with the state for fire management services.

Unit Administrator: The individual assigned administrative responsibilities for an established organizational unit, such as Forest Supervisor for the Forest Service, District Manager for the Bureau of Land Management, Agency Superintendent for the Bureau of Indian Affairs, Park Superintendent for the National Park Service, and Project Leader for Fish and Wildlife Service, and Area Manager for the Utah Division of Forestry, Fire & State Lands.

Wildfire: An unplanned ignitions or prescribed fires that are declared wildfires.

Wildland Fire: Any non structure fire that occurs in vegetation and/or natural fuels including both prescribed fire and wildfire.

Principal Contacts

Exhibit B.

G. PRINCIPAL PROJECT CONTACTS. The principal project contacts for this instrument are as follows. These points of contact will review this Agreement at least annually.

Bureau of Land Management
Sheldon Wimmer
440 West 200 South
Salt Lake City, UT 84101
Phone: 801-539-4091
FAX:
E-Mail: swimmer@blm.gov

National Park Service
Phone:
FAX:
E-Mail:

Bureau of Indian Affairs – Navajo Region
Dale Glenmore
P.O. Box 1060
Gallup NM 87305
Phone: 928-729-7392
FAX: 928-729-5029
E-Mail: dale.glenmore@bia.gov

Bureau of Indian Affairs – Western Region
Phone:
FAX:
E-Mail:

U.S. Fish and Wildlife Service
Jim Kelton
134 Union Blvd Suite 300
Lakewood, CO 80228
Phone: 303-236-8125
FAX:
E-Mail: jim_kelton@fws.gov

Bureau of Indian Affairs – Southwest Region
Cal Pino
1001 Indian School Rd
Albuquerque, NM 87104
Phone: 505-563-3385
FAX:
E-Mail: calvin.pino@bia.gov

Utah Division of Forestry, Fire & State Lands
Tracy Dunford
1594 West North Temple, Suite 3520
Salt Lake City, Utah 84114-5703
Phone: 801 538 5502
FAX: 801 533 4111
E-Mail: tracydunford@utah.gov

US Forest Service
Loren Walker
324 25 th Street
Ogden, Utah 84401
Phone: 801-625-5245
FAX: 801-625-5599
E-Mail: ldwalker@fs.fed.us

MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AGREEMENT

EXHIBIT C

OPERATING PLAN OUTLINE GUIDE

PREAMBLE

This operating plan is prepared pursuant to the Master Cooperative Wildland Fire Management and Stafford Act Response Agreement signed and dated ____.

This operating plan supersedes:
(List applicable local agreements and Operating Plans.)

INTERAGENCY COOPERATION

Interagency Dispatch Centers: Specify staffing, funding and level of participation agreed to.

Interagency Resources: Identify funding and staffing of joint resources commensurate with each Agency's use.

PREPAREDNESS

Protection Planning: Determine and document efficiencies from acquisition of protection services and reciprocal assistance. Include preparedness plan.

Protection Areas and Boundaries: Identify areas (map and/or describe).

Reciprocal Fire Assistance: Document reciprocal initial attack zones. Identify placement of crews, engines, air tankers, helicopters, fixed and aerial detection, regulated use, closures, and other joint fire control efforts.

Acquisition of Services: Identify areas for reimbursable, offset or fee basis services. Method used to establish fee or rate of exchange. Terms and conditions. Work to be done by protecting Agency and its responsibilities.

Joint Projects and Project Plans: Document joint cooperative projects including objectives, role of each Agency, and financial plan.

Fire Prevention Policies: Identify goals, activities, resources and cost sharing.

Public Use Restrictions: Implementation procedures (see Northwest Operating Plan for guidelines).

Burning Permit Procedures:

Prescribed Fire and Fuels Management: Include notification procedures.

Smoke Management:

OPERATIONS

Fire Notifications: Specify notification procedures.

Boundary Line Fires: Specify notification procedures.

Independent Action on Lands Protected by Another Agency: Discuss any special land management considerations that affect independent action initial attack. Describe areas, if any, where there are exceptions to this clause and state reasons.

Land Management Considerations: Identify areas where there are special suppression considerations and describe.

Delegation of Authority: Describe procedures (delegation of authority, etc.) that local Unit Administrators will use to inform Incident Commanders.

Resource Advisors:

USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES

Training: Identify training needs, schedules, billing arrangements, agreed to sharing of resources. Refer to Clause 17 (Joint Projects and Project Plans) regarding needed project plans.

Communication Systems: Identify specific radio frequencies, computer system access, data transmission lines, communication sites, and communications equipment shared between Agencies.

Fire Weather Systems: Specify maintenance, use and management, if any.

Aviation Operations: Identify and document any local aviation agreements.

Financial Plan:

Billing Procedures:

Fire Suppression Billings: List jurisdictional unit, if different than identified in the [\(insert geographic name\)](#) Mobilization Guide. Provide as a minimum on each invoice/bill:

- Cooperator 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 incident number (State code or Forest Service P-code/override)
- Summary cost data for the amount being billed. Use incident generated cost information or standard generated cost reports generated by the Agency to support the billing whenever possible.

Generally cost source documents will not be required unless summary cost data is disputed or another agency requires source documents (i.e. FEMA). Summary cost data will include, but not be limited to, a list of personnel expenses including base, overtime and travel and a listing by vendor name and amount spent

for supplies and services procured. If available, also include a list of resource unit numbers or Agency equivalent covered by the billing.

Electronic Funds Transfer (EFT): (insert State) shall designate a financial institution or an authorized payment agent through which a federal payment may be made in accordance with U.S. Treasury Regulations, Money, and Finance at 31 CFR 208, which requires that federal payments are to be made by EFT to the maximum extent possible. A waiver may be requested and payments received by check by certifying in writing that one of the following situations apply:

1. The payment recipient does not have an account at a financial institution.
2. EFT creates a financial hardship because direct deposit will cost the payment recipient more than receiving the check.
3. The payment recipient has a physical or mental disability, or a geographic, language, or literacy barrier.

In order to receive EFT payments, (the State) shall register in the Central Contractor Registry (CCR) at www.ccr.gov and follow the instructions on line. For assistance, contact the CCR Assistance Center at 888-227-2423 or 269-961-4725.

Fee Basis Protection Billings: Identify billing procedures for fee basis.

Billing address

Specify indirect cost rate.

Third Party Cost Recovery: Procedures for determining a cost recovery process will be in the Statewide Operating Plan. Investigation process is determined locally.

SIGNATURES

Agency Administrator

Agency

Date: _____

Agency Administrator

Agency

Date: _____

Supplemental Project Plan

EXHIBIT D

**SUPPLEMENTAL NUMBER _____
TO MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AGREEMENT**

PROJECT AND FINANCIAL PLAN

I. INTRODUCTION

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

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

II. SCOPE AND DURATION

The description of this project is to _____. It is anticipated that this project will begin _____ and will end _____.

III. PRINCIPAL CONTACTS

Principal contacts for each Agency for the administration of the project are:

Name
Address
Telephone
FAX

IV. DETAILED PROJECT DESCRIPTION

- A. Specific duties and tasks to be performed. Identify desired end results.
- B. Identify tools and equipment needed and who will supply them.
- C. Identify size of crew and who will be providing transportation
- D. Other

V. SUPERVISION AND TECHNICAL OVERSIGHT

VI. REIMBURSEMENT

Describe any relevant reimbursement and billing procedures, including to whom to send payment and the billing address.

VII. FINANCIAL PLAN

List which Agency is reimbursing the other and detail items to be reimbursed. If this is a Cost Share Supplemental Project Plan, list all Agencies, contributions, cash, non-cash, and in-kind. Include: salaries, travel, supplies, equipment use, indirect cost, project total, estimated reimbursement, and job code to be charged. Reimbursement shall be made only for actual expenses incurred, not to exceed the estimated total reimbursement. Itemized documentation in support of all expenses is required.

VIII. SIGNATURES

Unit Administrator

Date

Agency

Unit Administrator

Date

Agency

**COST SHARE AGREEMENT
EXHIBIT E**

Incident Name			Incident Number(s)
Start Date & Time			
Cause			
Incident Command Structure	Single Agency		Jurisdictions
	Unified Command		
	I.C.s		

This Cost Share Agreement between _____ and with _____
the cooperation of _____ was prepared under the authorities of:

The Cooperative Fire Protection Agreement between the U.S.D.I Bureau of Land Management (Utah State Office), National Park Service (Intermountain Region), Bureau of Indian Affairs (Western, Southwestern, & Navajo Area Offices), U.S. Fish & Wildlife Service (Mountain-Prairie Region), U.S.D.A. Forest Service (Intermountain Region) and The Utah Division of Forestry, Fire & State Lands.

It is hereby agreed that the cost basis on this Incident will be shared as follows:

Rationale used in developing this cost agreement:

The following section is optional, but may be used if costs are calculated on a percentage basis:

Agency	Direct Cost	Air/Retardant Cost

This agreement and the apportionment contained are our best judgments of agency cost responsibilities.

Signature		Signature	
Agency		Agency	
Date			
Phone #		Phone #	
Signature		Signature	
Agency		Agency	
Date			
Phone #		Phone #	

Items to Consider When Negotiating a Cost Share Agreement

Negotiating cost share agreements within the State of Utah has been delegated to the respective unit administrators in the Cooperative Fire Management Agreement. Cost share agreements are to be documented, including the basis or rationale used. The following guidelines should be considered when negotiating a cost share agreement. These are intended to help field personnel in negotiating an equitable agreement and are not intended to be mandatory (see Clause #36 of the Cooperative Fire Management Agreement).

Unit Administrator is defined as the individual assigned administrative responsibilities for an organizational unit, such as a Forest Supervisor or District Rangers (USFS), Field Manager (BLM), Area Manager or Area Forester (UFF&SL), Regional Director (FWLS), Park Superintendent (NPS), and Agency Superintendent (BIA). These individuals may delegate this responsibility to a representative.

General Guidelines:

1. Agency Specific Costs are normally not shared.
2. Responsibilities for claims are considered to be outside the scope of the cost share agreement.
3. Rehabilitation costs other than the fireline are the responsibility of the jurisdictional agency.
4. All cost share negotiations should include consideration to each agency's values at risk and policies.

Method 1: Costs can be shared proportionately based on acres burned.

Method 2: Costs between the agencies can be based on a summary of daily estimated incident costs and each agencies' proportionate share thereof. If this method is used, daily cost shares should be properly documented by the Incident Commander. Aircraft and retardant should be on an actual use basis.

Method 3: Costs can be shared based upon how directly fireline resources are assigned on the incident. Aircraft and retardant should be on an actual use basis where such use can be identified. Indirect costs and direct costs that are difficult to separate are then shared proportionally to direct costs. This is the most equitable method and should be utilized on incidents when a Type I team is assigned.

Definitions:

Direct Costs: All costs associated with direct fireline/fireground and operations including aircraft, except airtankers and their retardant, and incident support ordered by the incident prior to completion of the cost share agreement. Airtanker costs and associated retardant costs are direct costs but are normally calculated as a separate cost share rate.

Indirect Costs: All other costs ordered by or for the incident but not defined as a direct cost. Indirect costs may include office support personnel, mobilization/demobilization centers, dispatching airbase operations,

transportation from home base to camp and minor and major equipment repairs to incident assigned and damaged resources (except those costs included in equipment rental rates). Indirect costs can be shared proportionately with direct costs except where identified to be shared differently in the cost share agreement.

**USE OF AND REIMBURSEMENT FOR SHARED RESOURCES IN STAFFORD ACT
RESPONSE ACTIONS
Exhibit F**

1. Stafford Act Declarations: Transfers performed for this Agreement are under the Disaster Relief Act, 42 U.S.C. § 5147. This Agreement is automatically incorporated by reference into any Resource Order that is issued under it, constituting a binding obligation. The billings, inclusive of copies of this Agreement, the Mission Assignment and subsequent Resource Order(s), and expenditure documentation, will define the specific services, supplied goods and costs (by sub-object class code) for each order, and subsequent obligation and payment.

Reimbursement payments for all-hazard incident response activities will be accomplished by submission of billings, which are inclusive of copies of the Resource Orders that reflect the Mission Assignment-requested services and goods, and the expenditure back-up documentation, to the primary Emergency Support Function (ESF) agency (i.e. the agency to issue the mission assignment or sub-tasking). The primary ESF agency will review, approve the documentation, and return to the sub-tasked agency for forwarding to FEMA for reimbursement.

2. Federal Reimbursable Assistance: Federal Reimbursable Assistance resources must be requested by the primary ESF Federal agency or supplied through established dispatch systems and must be recorded by the Mission Assignment and subsequent Resource Order process. Resources not documented in this manner are not reimbursable. Funds to cover eligible expenses will be provided through and limited by reimbursement from FEMA. Expenditures eligible for reimbursement for Federal Agencies in accordance with 44 CFR 206, subpart A, section 206.8 paragraph c include:

- a) Overtime, travel and per diem of permanent Federal agency personnel.
- b) Wages, travel and per diem of temporary Federal agency personnel assigned solely to performance of services directed by the (FEMA) Associate Director or the (FEMA) Regional Director 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 Director or the Regional Director.
- 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 Director or the (FEMA) Regional Director and the agency.

3. State/Tribe Reimbursement Process: State/Tribe Reimbursement refers to those resources that are to be reimbursed by the primary ESF Federal agency. State/Tribe Reimbursement resources must be requested by the primary ESF Federal agency or supplied through established dispatch systems and must be recorded by the Mission Assignment and subsequent Resource Order process. Resources not documented in this manner are not reimbursable. Funds to cover eligible expenses will be provided through and limited by reimbursement from FEMA. Expenditures eligible for reimbursement include:

- a) Wages, overtime, travel and per diem of State/Tribal personnel.
- b) Wages, travel and per diem of temporary State/Tribal personnel assigned solely to performance of services directed by the (FEMA) Associate Director or the (FEMA) Regional Director 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 Director or the Regional Director.
- 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 Director or the (FEMA) Regional Director and the agency.

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

1. When the **State** is the supporting agency and the incident is **within** the **State** the **State** will bill the jurisdictional Federal Agency. When the **State** is the supporting agency and the incident is **outside** the **State's jurisdiction**, the **State** submits its billing to the Primary Federal Agency.
2. Agencies will share their respective individual incident Resource Order numbers for cross referencing purposes, if requested.
3. Billing Estimates/Timeframes: On incidents where costs are incurred pursuant to Annual Operating Plans, the billing Party shall submit a bill or estimate for reimbursement as soon as possible, but not later than 180 days after the incident is controlled. If the total cost is not known at the time of initial billing, a partial bill, so identified, may be submitted. A final bill, so identified, will be issued within 270 days after control of the incident. After the final billing has been sent, and if additional costs are identified, a supplemental billing may be issued if agreeable to applicable Parties.

For obligation purposes, the Federal Agencies will submit unpaid obligational figures to the **State** by (*to be determined by individual State/Tribe fiscal year*). The **State** 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.

4. 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 incident assistance may include administrative overhead, not to exceed the predetermined State indirect cost rate negotiated annually with the cognizant Federal Agency for the State (OMB Circular A-87).

8. Billing Addresses:

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

Utah Division of Forestry, Fire & State Lands
1594 West North Temple, Suite 3520
Salt Lake City, Utah 84114-5703

All bills for services provided to the Forest Service and all Federal and State units not party to this Agreement will be mailed to the following address:

US Forest Service
Albuquerque Service Center
Budget and Finance
Incident Finance
101 B Sun Ave. NE
Albuquerque, NM 87109

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

Bureau of Land Management
OC 620 Payment Section
Denver Federal Center, Building 50
PO Box 25047
Denver, CO 80225

9. **Payment Due Dates:** All bills will have a payment due date 60 days after the date of issuance. If payment cannot be made before the 60 days expire, then a 30-day extension, with oral or written justification, may be requested.
10. **Disputed Billings:** Written notice that a bill is contested will be mailed to the billing agency within 60 days of issuance of the final bill, and will fully explain the area of dispute. Contested items will be resolved not later than 60 days following receipt of written notice. The uncontested portion of the bill will be paid and a new bill will be issued for the contested amount.
11. **Payments:** Payments will refer to the bill number and incident name and will be sent to the appropriate billing address.

GLOSSARY OF TERMS FOR STAFFORD ACT RESPONSE

Exhibit G

When the following terms are used in the context of a Stafford Act response under this Agreement, or in the Annual Operating Plan, such terms will have the meanings stated below. Many of these terms are defined in the National Emergency Response Plan and/or the Interagency Incident Business Management Handbook.

Administrative Costs (Charges): Any expenses not charged directly to a program, project, or incident. They include general overhead personnel and administrative services. For the state, the administrative charge is identified as those charges and expenses used to determine the "indirect rate". All activities that can be identified and charged to specific projects, and not excluded elsewhere in this agreement, are considered direct costs and may be billed with proper documentation.

Agency: A division of government with a specific function offering a particular kind of assistance. In ICS, agencies are defined either as jurisdictional (having statutory responsibility for incident management) or as assisting or cooperating (providing resources or other assistance).

Agency Administrator: Agency officials who are signatory to this agreement.

Agency Representative: A person assigned by a primary, assisting, or cooperating Federal, State, local, or tribal government agency or private entity that has been delegated authority to make decisions affecting that agency's or organization's participation in incident management activities following appropriate consultation with the leadership of that agency.

Annual Operating Plan: An annually updated document authorized by the appropriate officials for implementing the Cooperative Incident Management Agreement in their respective areas of responsibilities.

Area Command (Unified Area Command): An organization established (1) to oversee the management of multiple incidents that are each being handled by an ICS organization or (2) to oversee the management of large or multiple incidents to which several Incident Management Teams have been assigned. Area Command has the responsibility to set overall strategy and priorities, allocate critical resources according to priorities, ensure that incidents are properly managed, and ensure that objectives are met and strategies followed. Area Command becomes Unified Area Command when incidents are multijurisdictional. Area Command may be established at an Emergency Operations Center (EOC) facility or at some location other than an ICP.

Catastrophic Incident: Any natural or manmade incident, including terrorism, that results in extraordinary levels of mass casualties, damage, or disruption severely affecting the population, infrastructure, environment, economy, national morale, and/or government functions. A catastrophic event could result in sustained national impacts over a prolonged period of time; almost immediately exceeds resources normally available to State, local, tribal, and private-sector authorities in the impacted area; and significantly interrupts governmental operations and emergency services to such an extent that national security could be threatened. All catastrophic events are Incidents of National Significance.

Chain of Command: A series of command, control, executive, or management positions in hierarchical order of authority.

Cyber: Pertaining to computers and their support systems, such as servers, routers, and switches, that support critical infrastructure.

Direct Costs: All costs associated with direct incident operations and incident support ordered by or for the incident. Excludes Overhead Costs.

Direct Protection Area: That area which, by law or identified or authorized pursuant to the terms of this Agreement, is provided protection by the Parties. This may include land protected under exchange or payment for protection.

Disaster: See **Major Disaster**.

Emergency: As defined by the Stafford Act, an emergency is “any occasion or instance for which, in the determination of the President, Federal assistance is needed to supplement State and local efforts and capabilities to save lives and to protect property and public health and safety, or to lessen or avert the threat of a catastrophe in any part of the United States.”

Emergency Support Function (ESF): A grouping of government and certain private-sector capabilities into an organizational structure to provide the support, resources, program implementation, and services that are most likely to be needed to save lives, protect property and the environment, restore essential services and critical infrastructure, and help victims and communities return to normal, when feasible, following domestic incidents. The ESFs serve as the primary operational-level mechanism to provide assistance to State, local, and tribal governments or to Federal departments and agencies conducting missions of primary Federal responsibility.

ESF Primary Agency: A Federal Agency designated as an Emergency Support Function primary agency serves as a Federal executive agency under the Federal Coordinating Officer (FCO) to accomplish the ESF Mission.

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

First Responder: Local and nongovernmental police, fire, and emergency personnel who in the early stages of an incident are responsible for the protection and preservation of life, property, evidence, and the environment, including emergency response providers as defined in section 2 of the Homeland Security Act of 2002 (6 U.S.C. 101), as well as emergency management, public health, clinical care, public works, and other skilled support personnel (such as equipment operators) who provide immediate support services during prevention, response, and recovery operations. First responders may include personnel from Federal, State, local, tribal, or nongovernmental organizations.

Hazard: Something that is potentially dangerous or harmful, often the root cause of an unwanted outcome.

Hazard Mitigation: Any cost-effective measure which will reduce the potential for damage to a facility from a disaster event.

Hazardous Material: For the purposes of ESF #1, hazardous material is a substance or material, including a hazardous substance, that has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce, and which has been so designated (see 49 CFR 171.8). For the purposes of ESF #10 and the Oil and Hazardous Materials Incident Annex, the term is intended to mean hazardous substances, pollutants, and contaminants as defined by the NCP.

Incident Command System (ICS): A standardized on scene emergency management construct specifically designed to provide for the adoption of an integrated organizational structure that reflects the complexity and demands of single or multiple incidents, without being hindered by jurisdictional boundaries. ICS is the combination of facilities, equipment, personnel, procedures, and communications operating with a common organizational structure, designed to aid in the management of resources during incidents. ICS is used for all kinds of emergencies and is applicable to small as well as large and complex

incidents. ICS is used by various jurisdictions and functional agencies, both public and private, or organized field-level incident management operations.

Incident Commander (IC): The individual responsible for all incident activities, including the development of strategies and tactics and the ordering and release of resources. The IC has overall authority and responsibility for conducting incident operations and is responsible for the management of all incident operations at the incident site.

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

Incident Mitigation: Actions taken during an incident designed to minimize impacts or contain the damages to property or the environment.

Incident of National Significance: Based on criteria established in HSPD-5 (paragraph 4), an actual or potential high-impact event that requires a coordinated and effective response by and appropriate combination of Federal, State, local, tribal, nongovernmental, and/or private-sector entities in order to save lives and minimize damage, and provide the basis for long-term community recovery and mitigation activities.

Infrastructure: The manmade physical systems, assets, projects, and structures, publicly and/or privately owned, that are used by or provide benefit to the public. Examples of infrastructure include utilities, bridges, levees, drinking water systems, electrical systems, communications systems, dams, sewage systems, and roads.

Initial Response: Resources initially committed to an incident.

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

Local Government: A county, municipality, city, town, township, local public authority, school district, special district, intrastate district, council of governments (regardless of whether the council of governments is incorporated as a nonprofit corporation under State law), regional or interstate government entity, or agency or instrumentality of a local government; an Indian tribe or authorized tribal organization or, in Alaska, a Native Village or Alaska Regional Native Corporation; or a rural community, unincorporated town or village, or other public entity. (As defined in section 2(10) of the Homeland Security Act of 2002, Public Law 107-296, 116 Stat. 2135, et seq. (2002).)

Major Disaster: As defined by the Stafford Act, any natural catastrophe (including any hurricane, tornado, storm, high water, wind-driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, or drought) or, regardless of cause, any fire, flood, or explosion, in any part of the United States, which in the determination of the President causes damage of sufficient severity and magnitude to warrant major disaster assistance under this act to supplement the efforts and available resources of States, local governments, and disaster relief organizations in alleviating the damage, loss, hardship, or suffering caused thereby.

Mission Assignment: The vehicle used by DHS/EPR/FEMA to support Federal operations in a Stafford Act major disaster or emergency declaration. It orders immediate, short-term emergency response assistance when an applicable State or local government is overwhelmed by the event and lacks the capability to perform, or contract for, the necessary work.

Mitigation: Activities designed to reduce or eliminate risks to persons or property or to lessen the actual or

potential effects or consequences of an incident. Mitigation measures may be implemented prior to, during, or after an incident. Mitigation measures are often developed in accordance with lessons learned from prior incidents. Mitigation involves ongoing actions to reduce exposure to, probability of, or potential loss from hazards. Measures may include zoning and building codes, floodplain buyouts, and analysis of hazard-related data to determine where it is safe to build or locate temporary facilities. Mitigation can include efforts to educate governments, businesses, and the public on measures they can take to reduce loss and injury.

Mobilization: The process and procedures used by all organizations—Federal, State, local, and tribal—for activating, assembling, and transporting all resources that have been requested to respond to or support an incident.

Move-Up and Cover: Identifies a relocation of incident resources from their established location to a temporary location to provide protection coverage for an initial attack response area.

Multijurisdictional Incident: An incident requiring action from multiple agencies that each have jurisdiction to manage certain aspects of an incident. In ICS, these incidents will be managed under Unified Command.

Mutual Aid Agreement. Written agreement between agencies, organizations, and/or jurisdictions that they will assist one another on request by furnishing personnel, equipment, and/or expertise in a specified manner.

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

National Incident Management System (NIMS): A system mandated by HSPD-5 that provides a consistent, nationwide approach for Federal, State, local, and tribal governments; the private sector; and NGOs to work effectively and efficiently together to prepare for, respond to, and recover from domestic incidents, regardless of cause, size, or complexity. To provide for interoperability and compatibility among Federal, State, local, and tribal capabilities, the NIMS includes a core set of concepts, principles, and terminology. HSPD-5 identifies these as the ICS; multiagency coordination systems; training; identification and management of resources (including systems for classifying types of resources); qualification and certification; and the collection, tracking, and reporting of incident information and incident resources.

Natural Resources: Natural resources include land, fish, wildlife, domesticated animals, plants, biota, and water. Water means salt and fresh water, surface and ground water, including water used for drinking, irrigation, aquaculture, and recreational purposes, as well as in its capacity as fish and wildlife habitat, including coral reef ecosystems as defined in 16 U.S.C. 64501. Land means soil, surface and subsurface minerals, and other terrestrial features.

Nongovernmental Organization (NGO): A nonprofit entity that is based on interests of its members, individuals, or institutions and that is not created by a government, but may work cooperatively with government. Such organizations serve a public purpose, not a private benefit. Examples of NGOs include faith-based charity organizations and the American Red Cross.

Overhead Costs: Indirect administrative costs that cannot be readily identified with specifically financed programs and functions.

Party: Entities that are signatory to this Agreement.

Preparedness: The range of deliberate, critical tasks and activities necessary to build, sustain, and improve

the operational capability to prevent, protect against, respond to, and recover from domestic incidents. Preparedness is a continuous process involving efforts at all levels of government and between government and private-sector and nongovernmental organizations to identify threats, determine vulnerabilities, and identify required resources.

Prevention: Actions taken to avoid an incident or to intervene to stop an incident from occurring. Prevention involves actions taken to protect lives and property. It involves applying intelligence and other information to a range of activities that may include such countermeasures as deterrence operations; heightened inspections; improved surveillance and security operations; investigations to determine the full nature and source of the threat; public health and agricultural surveillance and testing processes; immunizations, isolation, or quarantine; and, as appropriate, specific law enforcement operations aimed at deterring, preempting, interdicting, or disrupting illegal activity and apprehending potential perpetrators and bringing them to justice.

Private Sector: Organizations and entities that are not part of any governmental structure, including for-profit and not-for-profit organizations, formal and informal structures, commerce and industry, private emergency response organizations, and private voluntary organizations.

Protection Area Maps: Official maps of the annual operating plans.

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

Public Health: Protection, safety, improvement, and interconnections of health and disease prevention among people, domestic animals and wildlife.

Recovery: The development, coordination, and execution of service- and site-restoration plans for impacted communities and the reconstitution of government operations and services through individual, private-sector, nongovernmental, and public assistance programs that: identify needs and define resources; provide housing and promote restoration; address long-term care and treatment of affected persons; implement additional measures for community restoration; incorporate mitigation measures and techniques, as feasible; evaluate the incident to identify lessons learned; and develop initiatives to mitigate the effects of future incidents.

Reimbursable (Assistance by Hire): Incident resources that will be paid for by the requesting Protecting Agency per the conditions of this Agreement and its annual operating plans. Excludes Mutual Aid.

Resources: Personnel and major items of equipment, supplies, and facilities available or potentially available for assignment to incident operations and for which status is maintained. Resources are described by kind and type and may be used in operational support or supervisory capacities at an incident or at an EOC.

Response: Activities that address the short-term, direct effects of an incident. Response includes immediate actions to save lives, protect property, and meet basic human needs. Response also includes the execution of emergency operations plans and of incident mitigation activities designed to limit the loss of life, personal injury, property damage, and other unfavorable outcomes. As indicated by the situation, response activities include: applying intelligence and other information to lessen the effects or consequences of an incident; increased security operations; continuing investigations into the nature and source of the threat; ongoing public health and agricultural surveillance and testing processes; immunizations, isolation, or quarantine; and specific law enforcement operations aimed at preempting, interdicting, or disrupting illegal activity, and apprehending actual perpetrators and bringing them to justice.

State: Any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, and any possession of the United States. (As defined in section 2(14) of the Homeland Security Act of 2002, Public Law 107-296, 116 Stat. 2135, et seq. (2002).)

Strategic: Strategic elements of incident management are characterized by continuous, long-term, high-level planning by organizations headed by elected or other senior officials. These elements involve the adoption of long-range goals and objectives, the setting of priorities, the establishment of budgets and other fiscal decisions, policy development, and the application of measures of performance or effectiveness.

Sub-Object Class Code: Detailed codes used by the Federal Government to record its financial transactions according to the nature of services provided or received when obligations are first incurred.

Telecommunications: The transmission, emission, or reception of voice and/or data through any medium by wire, radio, other electrical electromagnetic, or optical means. Telecommunications includes all aspects of transmitting information.

Terrorism: Any activity that (1) involves an act that (a) is dangerous to human life or potentially destructive of critical infrastructure or key resources; and (b) is a violation of the criminal laws of the United States or of any State or other subdivision of the United States; and (2) appears to be intended (a) to intimidate or coerce a civilian population; (b) to influence the policy of a government by intimidation or coercion; or (c) to affect the conduct of a government by mass destruction, assassination, or kidnapping.

Threat: An indication of possible violence, harm, or danger.

Transportation Management: Transportation prioritizing, ordering, sourcing, and acquisition; timephasing plans; fleet management; and movement coordination and tracking.

Tribe: Any Indian tribe, band, nation, or other organized group or community, including any Alaskan Native Village as defined in or established pursuant to the Alaskan Native Claims Settlement Act (85 Stat. 688) [43 U.S.C.A. and 1601 et seq.], that is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians.

Unified Command: An application of ICS used when there is more than one agency with incident jurisdiction or when incidents cross political jurisdictions. Agencies work together through the designated members of the Unified Command to establish their designated Incident Commanders at a single ICP and to establish a common set of objectives and strategies and a single Incident Action Plan.

Unit Administrator (Line Officer): The individual assigned administrative responsibilities for an established organizational unit, such as Forest Supervisors or District Rangers for the Forest Service, District Manager for the Bureau of Land Management, Area Forester, District Forester, or State Forester as designated for the State Forest Service, Agency Superintendent for the Bureau of Indian Affairs, Park Superintendent for the National Park Service, and Refuge Manager (Project Leader) for Fish and Wildlife Service. May also include a County Commissioner at the local level.

United States: The term “United States,” when used in a geographic sense, means any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, any possession of the United States, and any waters within the jurisdiction of the United States. (As defined in section 2(16) of the Homeland Security Act of 2002, Public Law 107-296, 116 Stat. 2135, et seq. (2002).)

Volunteer: Any individual accepted to perform services by an agency that has authority to accept

volunteer services when the individual performs services without promise, expectation, or receipt of compensation for services performed. (See, for example, 16 U.S.C. § 742f(c) and 29 CFR § 553.101.)

Weapon of Mass Destruction (WMD): As defined in Title 18, U.S.C. § 2332a: (1) any explosive, incendiary, or poison gas, bomb, grenade, rocket having a propellant charge of more than 4 ounces, or missile having an explosive or incendiary charge of more than one-quarter ounce, or mine or similar device; (2) any weapon that is designed or intended to cause death or serious bodily injury through the release, dissemination, or impact of toxic or poisonous chemicals or their precursors; (3) any weapon involving a disease organism; or (4) any weapon that is designed to release radiation or radioactivity at a level dangerous to human life.

IN WITNESS WHEREOF, the Agencies hereto have executed this Cooperative Wildland Fire Management Agreement as of the last date written below

USDI FISH AND WILDLIFE SERVICE
MOUNTAIN- PRAIRIE REGION

Regional Director
Date: _____

Contracting Officer FWS-19072
Date: _____

USDI BUREAU OF LAND MANAGEMENT
Utah State Office

Juan Palma

State Director
Date: 4-16-2013

Andrea J. Ramos

Contracting Officer
Date: 4/15/13

USDI BUREAU OF INDIAN AFFAIRS
SOUTHWESTERN REGION

Regional Director
Date: _____

Contracting Officer
Date: _____

USDA FOREST SERVICE
INTERMOUNTAIN REGION

Regional Forester
Date: _____

Contracting Officer
Date: _____

USDI NATIONAL PARK SERVICE
INTERMOUNTAIN REGION

Regional Director
Date: _____

Contracting Officer
Date: _____

USDI BUREAU OF INDIAN AFFAIRS
WESTERN REGION

Regional Director
Date: _____

Contracting Officer
Date: _____

USDI BUREAU OF INDIAN AFFAIRS
NAVAJO REGION

Regional Director
Date: _____

Contracting Officer
Date: _____

STATE OF UTAH
Division of Forestry, Fire & State Lands

State Forester
Date: _____

Agreements Coordinator
Date: _____

IN WITNESS WHEREOF, the Agencies hereto have executed this Cooperative Wildland Fire Management Agreement as of the last date written below

USDI FISH AND WILDLIFE SERVICE
MOUNTAIN- PRAIRIE REGION

USDI NATIONAL PARK SERVICE
INTERMOUNTAIN REGION

Regional Director
Date: _____

Regional Director
Date: _____

Contracting Officer FWS-19072
Date: _____

Contracting Officer
Date: _____

USDI BUREAU OF LAND MANAGEMENT
Utah State Office

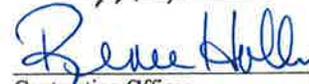
USDI BUREAU OF INDIAN AFFAIRS
WESTERN REGION

State Director
Date: _____



Regional Director
Date: 4/11/13

Contracting Officer
Date: _____



Contracting Officer
Date: 4/11/2013

USDI BUREAU OF INDIAN AFFAIRS
SOUTHWESTERN REGION

USDI BUREAU OF INDIAN AFFAIRS
NAVAJO REGION

Regional Director
Date: _____

Regional Director
Date: _____

Contracting Officer
Date: _____

Contracting Officer
Date: _____

USDA FOREST SERVICE
INTERMOUNTAIN REGION

STATE OF UTAH
Division of Forestry, Fire & State Lands

Regional Forester
Date: _____

State Forester
Date: _____

Contracting Officer
Date: _____

Agreements Coordinator
Date: _____

IN WITNESS WHEREOF, the Agencies hereto have executed this Cooperative Wildland Fire Management Agreement as of the last date written below

USDI FISH AND WILDLIFE SERVICE
MOUNTAIN- PRAIRIE REGION

Regional Director
Date: _____

Contracting Officer FWS-19072
Date: _____

USDI BUREAU OF LAND MANAGEMENT
Utah State Office

State Director
Date: _____

Contracting Officer
Date: _____

USDI BUREAU OF INDIAN AFFAIRS
SOUTHWESTERN REGION

Regional Director
Date: _____

Contracting Officer
Date: _____

USDA FOREST SERVICE
INTERMOUNTAIN REGION

Regional Forester
Date: _____

Contracting Officer
Date: _____

USDI NATIONAL PARK SERVICE
INTERMOUNTAIN REGION

Regional Director
Date: _____

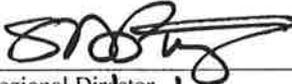
Contracting Officer
Date: _____

USDI BUREAU OF INDIAN AFFAIRS
WESTERN REGION

Regional Director
Date: _____

Contracting Officer
Date: _____

USDI BUREAU OF INDIAN AFFAIRS
NAVAJO REGION



Regional Director
Date: 8/13/13



Contracting Officer
Date: 3/13/13

STATE OF UTAH
Division of Forestry, Fire & State Lands

State Forester
Date: _____

Agreements Coordinator
Date: _____

IN WITNESS WHEREOF, the Agencies hereto have executed this Cooperative Wildland Fire Management Agreement as of the last date written below

USDI FISH AND WILDLIFE SERVICE
MOUNTAIN- PRAIRIE REGION

USDI NATIONAL PARK SERVICE
INTERMOUNTAIN REGION

Regional Director
Date: _____

Regional Director
Date: _____

Contracting Officer FWS-19072
Date: _____

Contracting Officer
Date: _____

USDI BUREAU OF LAND MANAGEMENT
Utah State Office

USDI BUREAU OF INDIAN AFFAIRS
WESTERN REGION

State Director
Date: _____

Regional Director
Date: _____

Contracting Officer
Date: _____

Contracting Officer
Date: _____

USDI BUREAU OF INDIAN AFFAIRS
SOUTHWESTERN REGION

USDI BUREAU OF INDIAN AFFAIRS
NAVAJO REGION

Regional Director
Date: _____

Regional Director
Date: _____

Contracting Officer
Date: _____

Contracting Officer
Date: _____

USDA FOREST SERVICE
INTERMOUNTAIN REGION

STATE OF UTAH
Division of Forestry, Fire & State Lands



NORA B. RASURE, Regional Forester
Date: 3-19-2013

State Forester
Date: _____



Grants Management Specialist
Date: 3/15/2013

Agreements Coordinator
Date: _____

IN WITNESS WHEREOF, the Agencies hereto have executed this Cooperative Wildland Fire Management Agreement as of the last date written below

USDI FISH AND WILDLIFE SERVICE
MOUNTAIN- PRAIRIE REGION

USDI NATIONAL PARK SERVICE
INTERMOUNTAIN REGION

Regional Director
Date: _____

Regional Director
Date: _____

Contracting Officer FWS-19072
Date: _____

Contracting Officer
Date: _____

USDI BUREAU OF LAND MANAGEMENT
Utah State Office

USDI BUREAU OF INDIAN AFFAIRS
WESTERN REGION

State Director
Date: _____

Regional Director
Date: _____

Contracting Officer
Date: _____

Contracting Officer
Date: _____

USDI BUREAU OF INDIAN AFFAIRS
SOUTHWESTERN REGION

USDI BUREAU OF INDIAN AFFAIRS
NAVAJO REGION

Regional Director
Date: _____

Regional Director
Date: _____

Contracting Officer
Date: _____

Contracting Officer
Date: _____

USDA FOREST SERVICE
INTERMOUNTAIN REGION

STATE OF UTAH
Division of Forestry, Fire & State Lands

Regional Forester
Date: _____



State Forester
Date: 5/30/13

Contracting Officer
Date: _____

Agreements Coordinator
Date: _____