

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

Between

UNITED STATES DEPARTMENT OF THE INTERIOR

BUREAU OF LAND MANAGEMENT, Arizona State

AGN AAA090001, DUNS No 02765854

NATIONAL PARK SERVICE, Intermountain Region

F1274090001, DUNS No. 103603625

BUREAU OF INDIAN AFFAIRS, Western & Navajo Regions

AGN00090002, DUNS No. 069421352 - Navajo

AGH00090004, DUNS No. 094519816 - Western

FISH AND WILDLIFE SERVICE, Southwestern Region

20181-9-J809, DUNS No. 129283714

UNITED STATES DEPARTMENT OF AGRICULTURE

FOREST SERVICE, Southwestern Region

09-FI-11031600-018, DUNS No. 929332484

STATE OF ARIZONA

Arizona State Forestry Division

KR-08-0013-SFD-OSF, DUNS No. 809037042

No. 31020

Filed with the Secretary of State

Date Filed: 8/31/09

Kela Blumeth
Secretary of State

By: KBenz

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I By THE FOLLOWING AUTHORITIES:

Federal

Reciprocal Fire Protection Act of May 27, 1955, (69 Stat. 66; 42 U.S.C. 1856) (Federal Agencies)
Economy Act of June 30, 1932, (31 U.S.C. 1535 as amended) (Federal Agencies)
Disaster Relief Act of May 22, 1974, (42 U.S.C. 5121 as amended) (Federal Agencies)
Robert T. Stafford Disaster Relief and Emergency Assistance Act (P.L. 93-288) (Federal Agencies)
Homeland Security Act of 2002 (H.R. 5005-8)
Homeland Security Presidential Directive-5 (HSPD-5)
Watershed Restoration and Enhancement Act of 1998, P.L. 105-77;
National Indian Forest Resources Management Act (P.L. 101-630, Title III) (Interior Agencies)
Taylor Grazing Act of June 28, 1934, (48 Stat. 1269; 43 U.S.C. 315) (BLM, FS)
Granger-Thye Act of April 24, 1950, (16 U.S.C. 572) (FS)
Cooperative Funds and Deposits Act of Dec 12, 1975, (P.L. 94-148, 16 U.S.C. 565) (FS)
Cooperative Forestry Assistance Act of July 1, 1978, as amended (16 U.S.C. 2101) (FS)
Cooperative Funds Act of June 30, 1914, (16 U.S.C. 498) (FS)
Department of the Interior and Related Agencies Appropriations Act, 1999, as included in P.L. 105-277, section 101(e);
Federal Land Policy and Management Act of Oct. 21, 1976, (P.L.94-579; 43 U.S.C.) (BLM)
NPS Organic Act (16 U.S.C.1) (NPS)
National Wildlife Refuge Administration Act of 1966 (16 U.S.C. 668dd-668ee, 80 Stat. 927, as amended) (FWS)
National Wildlife Refuge System Improvement Act of 1997 (P.L. 105-57) (FWS)

State

Governor - Arizona Revised Statutes §§ 26-301 through -318; 35-192; Executive Order 2009-02.
Arizona State Forestry Division/State Forester - Arizona Revised Statutes §§ 35-192; 37-102(D); and 37-621 through 624.

II) PURPOSE

The purpose of this Master Cooperative Wildland Fire Management Agreement (hereinafter called the Agreement) is to improve efficiencies by facilitating the coordination and exchange of personnel, equipment, supplies, services, and funds among the Agencies.

In addition to improving efficiency in addressing wildland fire, this agreement facilitates improved coordination regarding other incidents. 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 threat of terrorist 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 may require a coordinated response by an appropriate combination of Federal, State and Tribal entities. 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 Arizona, hereinafter called the "State," or when referred jointly with other states in this agreement called the "States"; and

The United States Department of Agriculture Forest Service, Region 3; 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, Southwest Region, hereinafter called "FWS"; and

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

The United States Department of the Interior, Bureau of Land Management, Arizona, hereinafter called the "BLM" and

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

The Federal Agencies, and State, 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.nwccg.gov/prms/pubs/glossary/index.htm>) and in the Glossary attached as Exhibit A.

1) Incorporation of exhibits into agreement, and modifications to exhibits

The exhibits listed in the table of contents are hereby incorporated into this Agreement.

Exhibits to this Agreement may be revised upon request of the Agencies through execution of the Statewide Annual Operating Plans (AOPs), signed by all agencies to this agreement and distributed by the State. Agency specific amendments to the AOP may be signed by the affected parties. The latest revision of any Exhibit will automatically be incorporated into this Agreement without necessitating a formal modification as defined in Agreement Provision #54.

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. Zone or local AOP
5. Project and Financial Plan

III) RECITALS

1. Lands for which the State is responsible for wildland fire protection in Arizona, 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 Agencies to this Agreement maintain fire protection and fire management organizations;
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 and State contracted 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. The State will coordinate local resources for wildland fire management activities. Other fire management activities that are reimbursable will require a separate agreement;
5. It is the intent of the Agencies signatory to this Agreement that Federal and Federally contracted resources be available to assist in wildland 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. Other fire management activities that are reimbursable will require a separate agreement;
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 is the intent of the Parties to cooperate in good faith to achieve the objectives of this Agreement and to avoid disputes. The Parties will exert their best efforts to resolve disputes at the lowest organizational level before elevating the dispute to the appropriate officials within their respective organizations.

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

IV) INTERAGENCY COOPERATION

8. **Southwest Coordinating Group (SWCG):** This group shall provide coordination and recommendations for all interagency fire management activities in Arizona. Membership, procedures, and guidelines will be agreed to and documented in the "Memorandum of Understanding for the Operation of the Southwest Coordinating Group".
9. **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.
10. **Annual Operating Plans:** Annual operating plans may be developed at the Geographic, State, or sub-geographic area level and will tier to this Agreement (see Exhibit C, Arizona Annual Operating Plan). The following annual operating plans are listed in descending order of precedence:

B. Arizona Statewide Operating Plan

The Statewide Operating Plan will address issues affecting statewide cooperation and are related to this master agreement. The Arizona Statewide Operating Plan will be approved by the State and Federal agencies signatory to this agreement.

C. Zone (Sub-Geographic) Operating Plans

Zone operating plans will be developed that outline the details of this Agreement for zones. Unit Administrators will have the responsibility for developing and approving zone operating plans. Unless superseded by the Statewide Operating Plan, zone operating plans will apply.

D. Non-Suppression Activities

Agreements will be developed for specific non-wildland fire management, fire related projects such as fuels related projects. Documentation will include the objectives, specific authorizing law, role of each Agency, and each Agency's share of cost (See Exhibit E for a Supplemental Agreement for Non-Fire Projects).

11. **Interagency Dispatch Centers:** The Agencies to this Agreement agree to maintain, support, and participate in Interagency Dispatch Centers, as appropriate. Staffing, funding, and level of participation will be agreed to by the signatory Agencies to this Agreement and documented in annual operating plans and/or appropriate intergovernmental agreements.
12. **Southwest Coordination Center:** The Agencies to this Agreement recognize the Southwest Coordination Center in Albuquerque, NM, as the Geographic Area Coordination Center (GACC) for the Southwest Geographic Area. The Agencies to this Agreement will coordinate fire management activities and resource movements through the Southwest Coordination Center as appropriate. Agencies to this Agreement are not precluded from independent movement of resources.
13. **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 severity and 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 the Southwest Coordinating Group. The National Multi-Agency Coordination Group will take a more active role in the management of these resources at Preparedness Levels 4 and 5.

14. **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 or resource management standards.

V) PREPAREDNESS

15. **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 can a Jurisdictional Agency abdicate legal or fiscal responsibilities as provided by federal or state law.

Protecting Agency - The Agency responsible for providing direct incident management and services to a given area 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.

16. **Protection Planning:** Annually, before April 1, Unit Administrators will determine efficiencies to be gained from reciprocal assistance and acquisition of protection services. Annual operating plans and local agreements will document decisions. Plans should 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 wildland fire management efforts.
17. **Protection Areas and Boundaries:** Protection areas, as defined by boundaries, will be mapped and or described, and made a part of annual operating plans.
18. **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 and/or in AOPs, establish reciprocal initial attack zones for lands of intermingled or adjoining protection responsibility. Within such zones, a Supporting Agency may, upon request or voluntarily, take initial

attack action in support of the Protecting Agency.

The Jurisdictional or 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 2 hours from determination of jurisdiction, unless specifically stated by agreement or contract, and will be documented in the AOP.

B. Reimbursable (Cooperative) Fire Protection: The Protecting Agency may request suppression resources of other Agencies for its protection work. Such resources shall be paid for by the Protecting Agency. *See applicable Exhibit item regarding Reimbursable Billings and Payments.*

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 in advance by the Agencies. Exchange zones will be documented in AOPs and/or other agreements.

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 in advance 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.

19. 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.

20. **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 operating plans. Specific fire prevention plans should be developed by local interagency fire management personnel. The Agencies to this Agreement may, but are not obligated to, pool resources and share costs. Unit Administrators are encouraged to participate in local fire prevention cooperatives, organizations, or groups, where applicable.

21. **Public Use Restrictions:** Unit administrators of all agencies are encouraged to coordinate closely when implementing fire restrictions and closures. Guidelines for coordinating and implementing restrictions and closures shall be established by separate documents and guidance from State-wide groups and the Southwest Coordinating Group.

22. **Smoke Management:** Each Agency to this Agreement shall register annually with the Arizona Department of Environmental Quality (ADEQ), on a form prescribed by ADEQ, all planned burn projects, including areas planned for wildland fire use. Each planned year extends from January 1 to December 31 of the same year. Each unit shall use best efforts to register before December 31 and no later than January 31 of each year. Within their authorities the agencies to this agreement agree to cooperate in smoke management programs through the Arizona Interagency Coordinating Group.

23. **Prescribed Fire and Fuel Management:** The Parties to this Agreement agree to cooperate, to the extent practical, in the development and implementation of prescribed fire and fuels management programs, whose primary intent is to reduce fire hazards, restore and maintain ecosystems.

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

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

VI) OPERATIONS

24. **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 the Stafford Act 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..
25. **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.
26. **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, and fire reports will be sent to jurisdictional agencies within 30 days after a fire is declared out.
27. **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 Agency concerning the fire. The Protecting Agency arriving first on the fire will identify an individual (based on qualifications) to act as Incident Commander. When both protecting agencies have arrived, the agencies will mutually agree to the designation of an Incident Commander and incident organization, and take reasonable actions to determine the agency lands involved in the fire.
28. **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 Independent Actions will be commensurate with the jurisdictional agencies land management considerations, and subject to the laws and regulations of the Jurisdictional Agency. Independent Actions taken prior to notification to and request for assistance by the Jurisdictional or Protection Agency are Non-Reimbursable Wildland Fire Management Services.

29. **Declared Wildfires from 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 declared wildfires from prescribed fires on state, private 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.

30. **Wildland Fire Use Incidents:** Wildfire resulting from wildland fire use incidents that were 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.

If the Agencies to this Agreement manage a cooperative wildland fire use incident, the responsibility for suppression costs, should it escape, shall be agreed upon and documented in the cost share agreement.

31. **Appropriate Management Response:** All wildland fire management action conducted on lands of another Agency shall be consistent with that Agency's wildland fire management policy and the terms of this Agreement.

A "Special Management Considerations" section in the Incident Delegation of Authority (DOA), 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 suppression costs 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.

32. **Delegation of Authority:** Annual operating plans may document procedures and criteria for Unit Administrators to specify direction, authority, and financial management guidelines to Incident Commanders for extended attack or large incidents.

33. **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.

VII) USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES

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

35. **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 Arizona, 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.

36. **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.

37. **Cost-Share Agreement:** Whenever multiple jurisdictions are affected due to the location of a fire, it is mandatory to develop and implement a Cost-Share Agreement. Acceptable forms of the cost-share mix are limited to those listed in item #9 of Exhibit F, Cost-Share Agreement. Except as otherwise provided by Clauses 27 (Independent Action), and 44 (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 26, Boundary Line Fires, and Exhibit F, Cost-Share Agreement). This agreement shall be initiated within 24 hours of the determination of the jurisdictional agencies, and modified as needed. The final cost-share agreement will be completed by containment.

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.

For fires involving multiple jurisdictions, the Lead Cooperating Federal Agency shall consult with the other supporting Federal Agencies to develop the cost share agreement; this will determine the appropriate amount the State shall be billed by each Federal Agency for reimbursement.

38. **Procurement:** At the time of the incident, the affected agencies will determine the appropriate procurement procedures that will be utilized. Non-expendable equipment and supplies are the property of the host unit, unless otherwise authorized by the Jurisdictional Agency.
39. **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.
40. **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. Operation of designated vehicles will be for official purposes only.
41. **Training:** The Agencies to this Agreement will cooperate to assure that training opportunities are provided that will produce safe and effective fire management and aviation programs. The intent is to champion high quality training, to minimize training costs by sharing resources, and to standardize training.
42. **Communication Systems:** The Agencies to this Agreement may 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.
43. **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.
44. **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 SWCG Handbook and Mob Guide

for specific direction in the use of aircraft.)

45. Billing Procedures:

- A. When the State is the Supporting Agency, the State shall bill the Federal Agency who has jurisdictional responsibility.
- B. Each Federal Agency shall submit its billings to the State when the State is the Jurisdictional Agency.
- C. Federal Agencies shall not bill each other for wildland fire management support.
- D. Reciprocal wildland fire management will be billed for the entire time the resources are assigned (see Exhibit D, Reimbursable Billings and Payments).
- E. Agencies shall share their respective individual incident resource order numbers for cross-referencing purposes. Support positions may be authorized without a resource order. Supplemental information may be requested to support reimbursement requests.

Reimbursable Assistance refers to those wildland fire management resources that are provided by a Support Agency and paid for by the Jurisdictional Agency or by the Protecting Agency pursuant this Agreement. Reimbursable Assistance resources must be requested by the Protecting Agency, or as provided for in Dispatch or Initial Attack Agreements, and must be recorded by the resource order process within the dispatching systems. Resources not documented in this manner, other than support personnel are not reimbursable. Except as otherwise provided, costs incurred as the result of an incident and documented as stated above are generally reimbursable, such as but not limited to:

- A. Travel, salary, and per diem of individuals assigned to the incident.
- B. Additional support dispatching services requested through a resource order.
- C. Cost of equipment in support of the incident, contract equipment costs and operating costs for Agency equipment.
- D. Operating supplies for equipment assigned to the incident, such as fuel or oil.
- E. Aircraft, airport fees, foam and retardant costs.
- F. Agency-owned equipment and supplies lost, damaged or expended. Equipment shall be returned in same condition as received, normal wear and tear expected. Loss or damage reports will be required for capital equipment damage or loss.
- G. Cost of reasonable and prudent supplies expended in support of the incident.
- H. Charges from the State for state-controlled resources such as inmate crews, National Guard resources and local government resources, including county and municipal fire departments.
- I. Administrative/Indirect Costs as provided for in this Agreement, see Indirect Rates for Overhead

and Administration. (Exhibit I)

Specifics are detailed in Exhibit D, Reimbursable Billings and Payments

46. **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 reach agreement 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 the support action.
47. **Management of Local Agency Resources:** Cooperating State and Federal Agencies may dispatch Local Agency Resources (LARs) to any fire during Initial Attack of the fire through their respective interagency dispatch offices, consistent with the provisions of approved Annual Operating Plans.

Interagency Dispatch Offices may request additional LARs for Extended Attack of a fire through the Arizona Interagency Dispatch Center (ADC) using ROSS. Interagency Dispatch Offices will also send ADC resource orders in ROSS for all LARs that were held over from initial attack to extended attack. Resources not documented in this manner are not reimbursable.

Interagency Dispatch Offices will not dispatch LARs to incidents outside their immediate Area of Responsibility, except as arranged through ADC.

Interagency Dispatch Offices will not directly dispatch LAR from other locations that are outside their Immediate Area of Responsibility. These resources will be requested through the Arizona Interagency Dispatch Center.

When LARs are mobilized during Initial Attack or demobilized, the Interagency Dispatch Office will immediately notify (via DMS, telephone or fax) the Arizona ADC of the status change of the LARs, as well as provide the Arizona ADC with the name of the fire, the federal fire number, the name of the Local Fire Department/District resource identifier or type of resource.

The Arizona Interagency Dispatch Center (ADC) may dispatch LARs to any incident within the state or, at the request of the Southwest Coordination Center, to any incident out-of-state. During Extended Attack of

the fire, or for LARs held over from Initial Attack, the ADC will document their current status through the normal procedures utilizing ROSS.

VIII) GENERAL PROVISIONS

48. **Personnel Policy:** Employees of the Agencies to this Agreement shall be subject to the personnel rules, laws and regulations of their respective agencies, unless they are employed temporarily by another agency to this Agreement and the authority under which such temporary employment is authorized provides that such employees shall be subject to the employing agency's personnel laws and regulations, including applications federal and state law relating to equal opportunity and non-discrimination.
49. **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. All books, accounts, reports, files, and other records relating to this Agreement shall be preserved and made available as described above for five years after the termination of this agreement.
50. **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. See Red Book for further guidance, accident investigation analysis.
51. **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 46.
52. **Liability:** No Agency to this Agreement agrees to indemnify any other Agency or hold harmless any other Agency from liability hereunder.

Each Agency to this Agreement will be responsible for the acts and omissions of its officers and employees which result in damage or injuries to third parties to the same extent that the party may be responsible

under applicable laws, rules and regulations. 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.

53. **Third Party Beneficiary:** Without limiting the applicability of the rights granted to the public pursuant to the provisions of 16 U.S.C. § 1540(g), this Agreement shall not create any right or interest in the public, or any member thereof, as a third party beneficiary hereof, nor shall it authorize anyone not a Party to this Agreement to maintain a suit for personal injuries or property damages pursuant to the provisions of this Agreement. The duties, obligations, and responsibilities of the Parties to this Agreement with respect to third parties shall remain as imposed under existing Federal law.

54. **Waiver:** 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.

55. **The Anti-Deficiency Act, 31 U.S.C. §:** Implementation of this Agreement is subject to the requirements of the Anti-Deficiency Act and the availability of appropriated funds. Nothing in this Agreement will be construed by the Parties to require the obligation, appropriation, or expenditure of any money from the U.S. Treasury except as agreed upon by the Parties in this Agreement, and as appropriated by Congress. The Parties acknowledge that the Parties will not be required under this Agreement to expend any Federal agency's appropriated funds unless and until an authorized official of that agency affirmatively acts to commit to such expenditures as evidenced in writing.

56. **Non – Availability of Funds:** That every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation; if funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments for any damages as a result of termination under this paragraph.

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

58. **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.

59. **Annual Review:** Prior to April 1, representatives of the States and Federal Agencies will meet and review matters of mutual concern. Annual Operating Plans, at all levels, will be reviewed and revised annually.

60. **Duration of Agreement:** The term of this Agreement shall commence on the date the last Agency signs below and shall remain in effect for five years from that date. This Agreement shall remain in effect for the term unless terminated in writing. Upon reaching the term of five years, this agreement will expire unless extended.

Any Agency shall have the right to terminate their participation under this Agreement by providing written notification 90 days in advance to the other Agencies. Termination will not nullify obligations already incurred for performance or failure to perform prior to the date of termination.

61. **Previous Agreements Superseded:** This Agreement supersedes the following:
Master Cooperative Wildland Fire Management Agreement (Joint Powers Agreement) signed and dated January, 2004, 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 one year from the date of the last signature to this Agreement.

62. **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.

63. **Dispute Resolution:** The Parties agree to engage in any alternative dispute resolution procedures authorized by their respective statutes, regulations, and court rules, including but not limited to 5 U.S.C. § 575 and A.R.S. § 12-151518.

X) SIGNATURES

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

Southwestern Region

Bd Muller

ACTING Regional Director

Date: 7/24/09
[Signature]

Contracting Officer ~~FWS-19072~~ *FWS2505*

Date: 7/28/09

USDI NATIONAL PARK SERVICE

Intermountain Region

Regional Director

Date: _____

Contracting Officer

Date: _____

USDI BUREAU OF LAND MANAGEMENT

Arizona State Office

State Director

Date: _____

Contracting Officer

Date: _____

USDI BUREAU OF INDIAN AFFAIRS

Western Region

Regional Director

Date: _____

Contracting Officer

Date: _____

USDA FOREST SERVICE

Southwestern Region

[Signature]

Regional Forester

Date: April 15, 2009

Carmen Melend

Grants & Agreements Specialist

Date: 4/13/2009

USDI BUREAU OF INDIAN AFFAIRS

Navajo Region

Regional Director

Date: _____

Agreements Coordinator

Date: _____

X) SIGNATURES

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
Southwestern Region

Regional Director

Date: _____

Contracting Officer FWS-19072

Date: _____

USDI NATIONAL PARK SERVICE
Intermountain Region

Regional Director

Date: _____

Contracting Officer

Date: _____

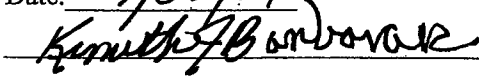
USDI BUREAU OF LAND MANAGEMENT

Arizona State Office



State Director

Date: 7/20/09



Contracting Officer

Date: 7/13/2009

USDI BUREAU OF INDIAN AFFAIRS
Western Region

Regional Director

Date: _____

Contracting Officer

Date: _____

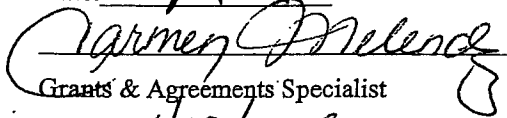
USDA FOREST SERVICE

Southwestern Region



Regional Forester

Date: April 15, 2009



Grants & Agreements Specialist

Date: 4/13/2009

USDI BUREAU OF INDIAN AFFAIRS
Navajo Region

Regional Director

Date: _____

Agreements Coordinator

Date: _____

X) SIGNATURES

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

Southwestern Region

Regional Director

Date: _____

Contracting Officer FWS-19072

Date: _____

USDI BUREAU OF LAND MANAGEMENT

Arizona State Office

State Director

Date: _____

Contracting Officer

Date: _____

USDA FOREST SERVICE

Southwestern Region

Regional Forester

Date: April 15, 2009

Grants & Agreements Specialist

Date: 4/13/2009

USDI NATIONAL PARK SERVICE

~~Intermountain Region~~

Regional Director

Date: 8/12/09

Contracting Officer

Date: 7/29/09

TRISH FBRESQUEZ - HERNANDEZ

CONTRACTING OFFICER
NATIONAL PARK SERVICE

USDI BUREAU OF INDIAN AFFAIRS

Western Region

Regional Director

Date: _____

Contracting Officer

Date: _____

USDI BUREAU OF INDIAN AFFAIRS

Navajo Region

Regional Director

Date: _____

Agreements Coordinator

Date: _____

X) SIGNATURES

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
Southwestern Region

Regional Director

Date: _____

Contracting Officer FWS-19072

Date: _____

USDI NATIONAL PARK SERVICE
Intermountain Region

Regional Director

Date: _____

Contracting Officer

Date: _____

USDI BUREAU OF LAND MANAGEMENT
Arizona State Office

State Director

Date: _____

Contracting Officer

Date: _____

USDI BUREAU OF INDIAN AFFAIRS
Western Region

Regional Director

Date: 8-27-09

Contracting Officer

Date: 08/25/09

ACTING

Regional Director

Date: 8-27-09

Contracting Officer

Contracting Officer

USDI BUREAU OF INDIAN AFFAIRS
Navajo Region

Regional Director

Date: _____

Agreements Coordinator

Date: _____

USDA FOREST SERVICE
Southwestern Region

Regional Forester

Date: April 15, 2009

Grants & Agreements Specialist

Date: 4/13/2009

X) SIGNATURES

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
Southwestern Region

Regional Director

Date: _____

Contracting Officer FWS-19072

Date: _____

USDI BUREAU OF LAND MANAGEMENT
Arizona State Office

State Director

Date: _____

Contracting Officer

Date: _____

USDA FOREST SERVICE
Southwestern Region

David L. Kues

Regional Forester

Date: *April 15, 2009*

Carmen Melendez

Grants & Agreements Specialist

Date: *4/13/2009*

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

[Signature]

Regional Director

Date: *7-14-09*

Symelle Bonallie

Agreements Coordinator Contracting Officer

Date: *7/10/09*

STATE OF ARIZONA

Arizona State Forestry Division

Victoria Christensen

State Forester

Date: 6/26/2009

Agreements Coordinator

Date: 4/27/09

Jeff Hode

Assistant Attorney General, Attorney for the State Forester

Date: _____

~~Governor~~

~~Date: _____~~ VC

the implementing mechanism of the closest forces concept, giving the agencies time to work out any reallocation of forces or cost share agreements.

Reimbursable Costs: Wildland Fire Management Services provided by a Supporting Agency pursuant to the request of the Jurisdictional or Protecting Agency (see billing procedures, Section 44).

State Resources: Equipment, supplies and personnel provided by Arizona State Forestry Division, or other agencies as authorized by the State Forester.

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

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

Wildfire: An unplanned, unwanted wildland fire, including unauthorized human-caused fires, escaped wildland fire use events, escaped prescribed fire projects, and all other wildland fires where the objective is to control the fire using the appropriate management response.

Wildland Fire Use: The application of the appropriate management response to naturally ignited wildland fires to accomplish specific resource management objectives in predefined designated areas outlined in Fire Management Plans.

Wildland Fire: Any non-structure fire, that occurs in the wildland. Three distinct types of wildland fire have been defined and include **wildfire**, **wildland fire use** and **prescribed fire**.

Zone Operating Plans: Plans 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, or 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 Wildland Fire Management: Reciprocal Wildland Fire Management actions are the act of helping the Protecting Agency, at no cost for the first 2 hours after determination of jurisdiction, or by written agreement, to manage 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

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. For Arizona the GACC is the Southwest Coordination Center in Albuquerque, NM.

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 Exhibit I.

Initial Attack Period: The first 2 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.

Lead Cooperating Federal Agency: The federal agency responsible for the federal costs, as determined by the Cooperating Federal Agencies, and is the appropriate federal agency to enter into a cost-share agreement with the State.

Local Agency Resources (LAR): Equipment, supplies and personnel provided by Local Fire Departments and/or Local Fire Districts (LFDs), that have a cooperative agreement and/or emergency equipment agreements with the State Forester.

Non-Reimbursable Wildland Fire Management Services: Wildland Fire Management Services provided by a Supporting Agency (independent action – section 27) prior to notification and request for assistance by the Jurisdictional or Protecting Agency.

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

EXHIBIT A

GLOSSARY OF TERMS

MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AGREEMENT

Note: Terms relating to Stafford Act responses are found in a separate glossary, Exhibit I.

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: The individual assigned the administrative authorities for an established organizational unit or their delegated representative.

Arizona Statewide Operating Plan: A plan which will include statewide considerations. This will be developed at the state level and approved by affected federal, tribal, state and local Coordinating Group member agencies, and be related to the Master Cooperative Agreement.

Boundary Fire: A wildfire burning on or threatening lands under the responsibility of more than one Agency

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.

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

Declared Wildfire from Prescribed Fire: A fire which has exceeded, or is expected to exceed assigned resources and/or prescription that cannot be contained within one burning period.

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

EXHIBIT B

PRINCIPAL CONTACTS

The principal project contacts for this instrument are:

Fire Management Officer, Arizona State Forestry Division
Assistant Director, Fire & Aviation Management, Southwest Region, U.S. Forest Service
State Fire Management Officer, Arizona State Office, Bureau of Land Management
Deputy Regional Fire Management Officer, Intermountain Region, National Park Service
Fire Management Coordinator, Southwestern Region, U.S. Fish & Wildlife Service
Regional Forester, Western Region, Bureau of Indian Affairs
Regional Forester, Navajo Region, Bureau of Indian Affairs

These Principal Contacts will review the Agreement at least annually.

Their Address, Phone, and Internet information can be found in Chapter 50, Directory, of the Southwest Area Mobilization Guide.

EXHIBIT C

ARIZONA ANNUAL OPERATING PLAN

Example: Actual AOP to be developed after the master agreement is signed, then annually.

EXHIBIT D

REIMBURSABLE BILLINGS AND PAYMENTS

A) Suppression Billings

1. **Federal Billings:** Federal Agencies will not bill each other for wildland fire management support. Federal Agencies will submit bills for their reimbursable costs to the State whenever the Federal Agencies are supporting the State and Arizona is the Protecting Agency, and a billing is appropriate.
2. **State or Association Billings:** When the State of Arizona is the Supporting Agency and the fire is within the State of Arizona, the State will bill the Protecting Agency for reimbursable costs when a billing is appropriate. Anytime the State responds to a fire outside of Arizona at the request of the Southwest Coordination Center, the State will bill all applicable costs to the Forest Service. (By Interagency Agreement between the Department of the Interior and U.S. Forest Service, the Forest Service will pay costs for Interstate assistance incurred by the State providing resources.)
3. **Billing Estimates and Time Frames:** Each Agency will notify the respective administrative headquarters of any reimbursable claims that they intend to make and will strive to provide an estimate of the amount involved within 180 days for each reimbursable action. Absent a written extension of time granted by the reimbursing agency, the final itemized claim should be submitted to the reimbursing agency within 270 days after the control of the fire.

B) Electronic Funds Transfer (EFT): Arizona 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, or
2. EFT creates a financial hardship because direct deposit will cost the payment recipient more than receiving the check, or

3. The payment recipient has a physical or mental disability, or a geographic, language, or literacy barrier.

In order to receive EFT payments, Arizona 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.)

C) Billing Content: Bills will contain, at a minimum

- Cooperator name, address, phone number and agency financial contact
- Invoice or bill number
- Agreement number
- Inclusive dates
- Name of incident, incident number, Federal Firecode and/or State Code
- Resource order number
- Location and jurisdictional unit
- Appropriate Federal job code
- Summary cost reports generated by the Agency to support the billing, including applicable Cost-Share Agreements. (See Exhibit B, Operating Plan Outline Guide, for suggested additional details.)

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 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. Billings for wildland fire management assistance may include reimbursable costs (see Exhibit A, Glossary), but Federal Agencies will not bill each other for indirect costs for preparedness activities.

D) Payment Due: Whenever this Agreement provides for billing, the agency receiving the bill has an obligation to pay in accordance with the terms of this Agreement. All bills will be paid in accordance with the paying Agency's prompt payment procedures.

E) Contested Billings: Written notice that a bill is contested will be mailed to the billing Agency within 60 days of receipt of the final bill and will fully explain the contested items. Contested items will be resolved not later than 60 days following receipt of the original billing. The uncontested portion of the bill will be paid and a new bill will be issued for the remaining contested amount.

F) Obligations: For yearend obligation purposes, the Federal Agencies will submit unpaid obligation figures to the State by June 15th. The State will submit unpaid obligation figures to the Federal Agencies by September 15th for the current billing year. All obligations will be submitted by incident name, date, incident number and federal job code and **override code**.

G) Fee Basis Acquisition of Services:

Annual Statewide or local operating plans and procurement documents will establish billing procedures for Fee Basis Protection Services. An indirect cost rate will not be assessed between Federal Agencies.

H) Non-Suppression (e.g., Fuels Treatment) Billings:

The Agencies to this Agreement may bill for activities not related to wildland fire management within their authorities. For example, within existing legal authorities, this may include reimbursement to the State for expenses incurred in accepting dispatches in response to non-wildfire emergencies. Billing arrangements for such activities will be documented on separate agreement, procurement documents or project plans (see Exhibit E) and an indirect cost rate will be assessed. Provisions described above also apply to these billings. Billings will outline services performed and include a copy of, or reference, the applicable operating plan.

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EXHIBIT E
SUPPLEMENTAL AGREEMENTS FOR NON-SUPPRESSION FIRE MANAGEMENT
ACTIVITIES

TO MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AGREEMENT

Example:

1. Title and Description:

A. Proposed Name or Title of Project/Program:

Tucson Field Office Cooperative Hazardous Fuels Reduction Project

B. Description of Project/Program:

This project will result in the thinning, chipping, and removal of hazardous fuels in and around the Tucson Field Office. This project is intended to implement and maintain a variety of fuel breaks, defensible space projects that are CWPP, WUI, and HFR priorities for federal, state, and local government entities on federal, state and private lands.

C. Catalog of Federal Domestic Assistance (CFDA) number and title?

15.228 NATIONAL FIRE PLAN - WILDLAND URBAN INTERFACE
COMMUNITY FIRE ASSISTANCE

2. Legislative Authority that authorizes BLM to enter into this AA:

A. Specific legislative authority for this project/program?

Department of the Interior and Related Agencies Appropriations Act of 2001,
Title IV, Public Law 106-291

B. How does the legislative authority apply?

Implement the National Fire Plan and assist communities at risk from catastrophic wildland fires by providing assistance in the following areas: Provide community programs that develop local capability including; assessment and planning, mitigation activities, and community and homeowner education and action; plan and implement hazardous fuels reduction activities, including the training, monitoring or maintenance associated with such hazardous fuels reduction activities, on federal land, or on adjacent nonfederal land for activities that mitigate the threat of catastrophic fire to communities and natural resources in high risk areas; enhance local and small business employment opportunities for rural communities; enhance

the knowledge and fire protection capability of rural fire districts by providing assistance in education and training, protective clothing and equipment purchase, and mitigation methods on a cost share basis.

3. Principle Purpose:

A. What is the principle purpose of this proposed project/program?

The purpose of this program is two-fold. One is to pool funding, resources, and technical expertise in the maintenance and implementation of hazardous fuels reduction activities within the Tucson Field Office. The other is at the same time ensuring that hazardous fuels are removed in and around fuel breaks, recreation, and riparian areas.

B. How does the principle purpose of this proposed agreement support or stimulate a public purpose?

This project encourages the collaborative development of hazardous fuel reduction projects as envisioned by the National Fire Plan.

C. Identify the BLM Performance Measure(s) and number that apply to this project/program.

This project will help the Gila District accomplish its 2823/2824 JT/JQ targets. (approximately 20 acres)

4. Funding:

A. Estimate the total Federal funding amount and any other assistance to be provided to the recipient during the term of the agreement.

There will be up to \$100,000 for implementation resources (crews, engines, equipment) and their associated supervision.

B. Estimate the total commitment by the recipient(s) during the term of the agreement if known. Recipient commitments could be in the form of cash expenditures for supplies or services, the value of contributed services, etc. List third party commitments below.

The recipients will provide technical expertise in implementation activities including fuel break and defensible space design and location.

C. Is there a requirement for matching funds for this project/program? If yes, what amount?

N/A

- D. Estimate the total amount a third party(s) will commit to the program/project if known.

- E. Estimate the number of awards to be made for this project/program.

5. Involvement:

- A. Describe the nature of the relationship between the recipient and BLM during performance of the agreement if known. Will the BLM be substantially involved?

The Colorado River District BLM fuels staff will be responsible for ensuring the work is conducted according the standards required in the project NEPA and will be available to provide technical expertise and guidance based on the federal land management point of view.

- B. Who will be the BLM program office point of contact (POC) before and after award?

- 6. List any special issues to be considered in selection of the appropriate instrument.**

- 7. Does the legislative authority restrict the type(s) of recipient(s) for this project/program?**

- 8. Provide the name(s) of potential eligible recipients if known.**

Arizona State Land Department

Program Officer Signature: _____ . Date: _____ .

Program Officer Name: _____ . Title: _____ .

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EXHIBIT F

COST-SHARE AGREEMENT INSTRUCTIONS

Numbered instructions correspond to form items that require further explanation. Supplemental agreements will be numbered consecutively following the original (#1) for each fire. Supplements may be added at any time. Where insufficient room is available for necessary information, additional sheets or addendums may be added. Small revisions to this agreement may be completed on a single page, describing the change to the original agreement, and obtaining new signatures from those involved.

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

A Cost-Share Agreement addressing all relevant Wildland Fire Management Services will be prepared by the State and the Lead Cooperating Federal Agency when there is a wildfire burning on or threatening lands for which the State and one or more of the Cooperating Federal Agencies are responsible. The Agreement will not affix liability for fire cost payment by any Agency based upon responsibility for the fire origin. The Lead Cooperating Federal Agency will consult with and represent the involved Cooperating Agencies.

The Cost-Share Agreement will be provided to the Incident Commander with the Delegation of Authority or as soon as practicable. Administrative cost tracking may be required by the Incident Management Team. The Cost-Share Agreement may be amended with the mutual consent of the State and Lead Cooperating Federal Agency. The Cost-Share Agreement will include:

1. List the fire name agreed upon by Agencies involved.
2. Give the origin or best estimate of origin location by legal description.
3. Estimate the size at the time of the Agreement.

4. List the Agencies involved in fire management operations, and respective agency fire numbers.
5. List the date and time that the Agreement is in effect. That time could be prior to or following the time that negotiations are made for the Agreement.
6. List any special conditions or resource objectives, i.e. dozer restrictions, mechanized restrictions, bald eagle nest, high value plantation. Operational responsibility for the fire will be defined in this section (if appropriate). Respond to this item only if Agency forces have specific segments of the fire. This information will not determine cost responsibility, unless specified in Item 11. Examples are: Divisions A and B; all structural protection areas; specific campground.
7. List the Agency responsible for structural protection, and any pertinent control information or contacts. Define the scope of the fuels defensible space to be done around structures.
8. List operation conditions or directions pertaining specifically to: air operations, base camp and food service, and fire investigation. Costs pertaining to these decisions shall be documented in Item #10.
9. Wildland Fire management costs shall be determined from the information supplied in this item. There are several ways to determine the best Cost-Share mix. Methods A, B, and C are typically used on smaller, less complex incidents on lands with similar values and uses. Methods D and E are typically used on larger, more complex incidents, such as those with both wildland urban interface and wildlands:
 - A. Each Agency pays for its own resources – fire management efforts are primarily on **jurisdictional responsibility lands.**
 - B. Each Agency **pays for its own resources** – services rendered approximate the percentage of jurisdictional responsibility, but not necessarily performed on those lands.
 - C. Cost-Share by **percentage of land ownership** or Agency jurisdictional responsibility within the fire perimeter.

- D. Cost is apportioned by **geographic division**. Examples are: Divisions A and B (using a map as an attachment); or specific locations such as campgrounds, privately owned property with structures.
- E. Reconciliation of daily estimates (for larger, multi-day incidents). This method relies upon **daily agreed to cost estimates**, using Incident Action Plans or other means to determine multi-Agency contributions. Reimbursements can be made upon estimates instead of actual bill receipts.

The following are not reimbursable:

- Responsibility for tort claims or compensation for injury costs.
- Non-suppression rehabilitation costs are the responsibility of the Jurisdictional Agency.
- Non-expendable property purchases will be the responsibility of the host Agency.
- When Emergency Community Protective Measures are significant and distinct from other Wildland Fire Management Services, these costs may be excluded from the Wildland Fire Cost-Share Agreement and addressed separately by the State and the Federal Emergency Management Agency.

The cost centers that should be considered in this Agreement:

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

11. Costs for resources that can not be identified as having been deployed specifically on an Agencies' area(s) of responsibility, such as an Incident Management Team or incident camp facilities, will be allocated to the State and Cooperating Federal Agencies on a prorata distribution equal to either the percent of area burned under each agency's responsibility (A above) or the percent of costs that can be identified as specific to either the State or Cooperating Federal Agencies (B above).

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 a Boundary Fire.

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

The State Forester may enter into Cost-Share Agreements with a Lead Cooperating Federal Agency on behalf of the State for amounts not exceeding \$10,000,000 in appropriated and allotted monies for the purposes specified in the Agreement. Cost-Share Agreements exceeding \$10,000,000 must be approved by the Governor.

EXHIBIT G

COST-SHARE AGREEMENT

The purpose of this agreement is to provide for a coordinated cooperative wildland fire management on this fire and to describe the cost divisions. This agreement is a supplement to the Master Cooperative Wildland Fire Management Agreement between the Agencies listed.

1. Fire Name: _____ Origin Date _____ Time _____
2. Origin: Township _____ Range _____ Section _____
3. Estimated Size _____ Acres at the time of this agreement.
4. Agency _____ Fire # _____ Accounting Code _____
Agency _____ Fire # _____ Accounting Code _____
Agency _____ Fire # _____ Accounting Code _____
Agency _____ Fire # _____ Accounting Code _____
Agency _____ Fire # _____ Accounting Code _____
5. This agreement becomes effective on: _____

at _____ and remains in effect until amended or terminated.

6. Overall direction of this incident will be by () Unified Command, or by () Single Command structure.
Identify below personnel filling the following positions:

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

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

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

Agency _____ Geographic Responsibility _____
 Agency _____ Geographic Responsibility _____
 Agency _____ Geographic Responsibility _____
 Agency _____ Geographic Responsibility _____

9. The Agency(ies) responsible for structural protection will be: _____

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

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

Cost Centers:	Agency:	Agency:	Agency:

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

13.

Agency	Agency	Agency	Agency
Signature	Signature	Signature	Signature
Title/Date	Title/Date	Title/Date	Title/Date

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

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EXHIBIT H
USE OF AND REIMBURSEMENT OF RESOURCES
IN STAFFORD ACT RESPONSE ACTIONS

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

Reimbursement payments for all-hazard incident response activities will be accomplished by submission of billings, 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 of Arizona receives its procurement authority from its own laws, and is therefore not subject to Federal procurement laws. Whenever the State of Arizona is responsible for the management of an incident (including an incident within the Direct Protection Area of a Federal Agency), the State of Arizona will comply with State of Arizona 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 expected. 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 State of Arizona is the Supporting Agency and the incident is within the State of Arizona, the State of Arizona will bill the jurisdictional Federal Agency. When the State of Arizona is the Supporting Agency and the incident is outside the State of Arizona's *jurisdiction*, the State of Arizona submits its billing to the Forest Service.
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 obligation figures to the State of Arizona by *(to be determined by individual State/Tribe fiscal year)*. The State of Arizona will submit unpaid obligation 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 of Arizona incident assistance may include administrative overhead, not to exceed the predetermined State of Arizona indirect cost rate negotiated annually with the cognizant Federal Agency for the State of Arizona (OMB Circular A-87).

8. **Billing Addresses:**

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

Arizona State Forestry Division
Office of the State Forester
1110 W Washington, Suite 100
Phoenix, AZ 85007
Fax: 602-771-1421

All bills for services provided to the USDA Forest Service, Southwestern Region, National Forests within the State of Arizona shall be mailed to:

USDA Forest Service- Albuquerque Service Center
Attn: Incident Business Center
101B Sun Avenue, NE
Albuquerque, NM 87109
Fax: 866-816-9532

All bills for services provided to the Department of the Interior/BIA, Navajo Regional Office shall be mailed to:

USDI Bureau of Indian Affairs
Navajo Regional Office
Branch of Forestry
Mail Drop: 410
PO Box 1060
Gallup, NM 87305

All bills for services provided to the Department of the Interior/BIA, Western Regional Office shall be mailed to:

USDI Bureau of Indian Affairs
Attn: Regional Director, Western Regional Office

Division of Forestry Management
400 North Fifth Street, 12th Floor
Phoenix, AZ 85004
Fax: 602-379-6826

All bills for services provided to the Department of the Interior/BLM within the State of Arizona shall be mailed to:

USDI Bureau of Land Management
Attn: State Fire Management Officer Arizona State Office
One North Central Avenue, Suite 800
Phoenix, AZ 85004

All bills for services provided to the Department of the Interior/Fish and Wildlife Service within the State of Arizona shall be mailed to:

USDI U.S. Fish and Wildlife Service
Attn: Regional Fire Management Coordinator, Southwestern Regional Office
P.O. Box 1306
Albuquerque, NM 87103

All bills for services provided to the Department of the Interior/NPS within the State of Arizona shall be mailed to:

USDI National Park Service
Attn: Regional Fire Management Officer
Intermountain Regional Office
12795 West Alameda Parkway
P.O. Box 25287
Denver, CO 80225-0287

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EXHIBIT I
GLOSSARY OF TERMS FOR STAFFORD ACT RESPONSE

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 onscene 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 that is 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.

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EXHIBIT J

INDIRECT OVERHEAD RATE

Arizona State and Forest Service

Indirect Rates for Overhead and Administration: Indirect rates for overhead and administration costs shall be based on the Agency's direct costs that are incurred pursuant to this Agreement and computed as follows:

Direct Costs	Indirect Rate
A. Less than or equal to \$250,000	5%
B. Between \$250,000 And \$1,000,000	the greater of \$12,500 or 3%
C. Greater than \$1,000,000	the greater of \$30,000 or 1%