

Kansas Statewide Annual Operating Plan

between

USDI National Park Service
USDI US Fish & Wildlife Service
USDI Bureau of Indian Affairs
USDA Forest Service

and

Kansas State University, Kansas Forest Service

2012

The Statewide Annual Operating Plan (SAOP) is a working document compiled each year by the Kansas Interagency Wildfire Council (KIWC), and shall be attached to and considered part of the Kansas Cooperative Fire Management Agreement (see Clause 6 of the Agreement).

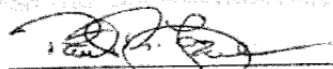
Basic Agreement

Signature Page

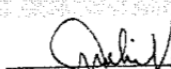
I. Plan approvals:


The agencies below agree to the procedures in the Statewide Annual Operating Plan (SAOP). The term of the SAOP shall commence for each Agency upon the date of their signature below and shall continue until superseded by a new SAOP.


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.

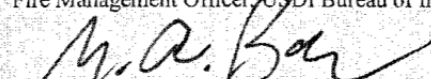
 Date 6/13/2012
Asst. Vice President, Research, Kansas State University

 Date 6/13/2012
State Forester, Kansas Forest Service

 Date 6/13/2012
Fire Management Officer, USDI National Park Service, Midwest Region

 Date 6-13-12
Fire Management Officer, USDI Fish & Wildlife, Mountain Prairie Region

 Date 6-18-12
Fire Management Officer, USDI Bureau of Indian Affairs, Southern Plains Region

 Date 6-5-12
Director of Fire and Aviation, USDA Forest Service, Rocky Mountain Region

THE PARTIES HERETO, as evidenced by their authorized signature above, have executed, and thereby entered into, this agreement.

II. Identification of the jurisdictions within the area of the Plan:

Jurisdictions covered by this SAOP are Bureau of Indian Affairs (BIA), National Park Service (NPS), U. S. Fish and Wildlife Service (USFWS) and USDA Forest Service, (USFS) and Kansas State University acting on behalf of Kansas Forest Service (KFS).

III. Authority for Plan:

This plan fulfills requirements in the latest Interagency Cooperative Fire Management Agreement between Kansas State University, Kansas Forest Service (KFS) referred to as KFS and the USDA Forest Service, USDI Fish and Wildlife Service, USDI National Park Service and USDI Bureau of Indian Affairs referred to collectively as Federal Agencies when deemed appropriate. The “State”, dependent on context will refer to all other entities that would have reason to be part or mentioned within this SAOP.

IV. Purpose of Plan:

The purpose of this SAOP is to set forth standard operating procedures, agreed policies and responsibilities to implement cooperative wildland fire protection on all unincorporated lands, public and private and within the undeveloped lands of the incorporated cities of Kansas. This SAOP is not intended to force or suggest that any signatory operate outside their statutory authorities, policies, mission, or business practices. It will identify common approaches in wildland fire management and also agency specific approaches.

V. Recitals:

Fire Management Responsibilities and Priorities:

Each jurisdictional agency has ultimate responsibility for wildland fire suppression and all land management planning for the agency’s wildland fire and fuels management program on its own lands. Rural fire departments and fire benefit districts are responsible, with assistance from the Kansas Forest Service (KFS) and the Kansas Division of Emergency Management (KDEM) for wildland fire protection on all non-federal, unincorporated lands in Kansas. The Federal Agencies are responsible, with assistance from KFS, KDEM, Rural Fire departments and districts or through Mutual or Automatic Aid Agreements, for wildland fire protection on federal land in Kansas.

KFS provides technical assistance to all counties and local fire protection districts upon request. It is mutually advantageous for KFS, Rural Fire Departments and the Federal agencies to coordinate all facets of fire management activities and/or services and suppression of wildfires in and adjacent to their areas of responsibility to avoid duplication and to improve safety, efficiency and effectiveness.

It is the intent of the signatory to this document, that Federal Agency and KFS resources will be available to assist in the suppression of wildfires and other fire management

activities when prudent and it will not adversely affect that agency's fire suppression capabilities. All Federal, State and local agencies will coordinate assistance and operations during Presidential/Stafford Act (Exhibit B) declared emergencies and major disasters by following the procedures and requirements established in The National Response Framework (NRF). This guide documents the commitment of the Parties to provide cooperation, resources, and support to the Secretary of Homeland Security and Administrator of the Federal Emergency Management Agency (FEMA) in the implementation of the NRF, as appropriate and consistent with their own authorities and responsibilities.

National Response Framework activities will be accomplished utilizing established dispatch coordination concepts. All dispatches will be made based on the closest forces capable of responding to the incident. Federal agencies will be dispatched via Pueblo Interagency Dispatch Center (PIDC). Non-federal agencies will be dispatched by local means. KFS may be dispatched through local means or by KDEM following a request by the local Emergency Manager for additional resources or through the PIDC to respond to a Federal incident.

Written agreements for departmental backfill have not been established between the agencies and rural fire departments/districts. However, Rural Fire Departments (RFDs) and Federal Agencies who share a common border and could be called upon to share resources will have signed Mutual Aid Agreements in place prior to sharing those resources. Assistance will occur as resource availability allows. As pre-staging plans are developed, those plans will be placed in the appendix of this document.

VI. INTERAGENCY COOPERATION

Signatory agencies to this plan will operate under the concepts defined in the Department of Homeland Security's National Incident Management system (NIMS) and National Wildfire Coordinating Group (NWCG) guidance.

Should an extended fire attack be necessary, all participating agencies will provide an agency administrator or representative to participate in the development of the incident objective, strategies, and Delegations of Authority. Agreements will be developed to clarify jurisdictional relationships and define roles and responsibilities among local, State, tribal, and Federal fire protection entities, based on their level of responsibility.

Kansas Forest Service (KFS): By statute, KFS is given the authority to provide assistance for the prevention and suppression of forest, brush and grassland fires in non-federal areas of the state except within the boundaries of incorporated cities. KFS will assist all Federal Agencies in identifying endangered species habitat, research natural areas, archeological sites, riparian areas and others as documented.

United States Department of Agriculture-Forest Service (USFS): The USFS is responsible for all management activities on National Forest and grasslands. For this SAOP, the primary role of the USFS is wildland fire management, with the protection of human life as the first priority. When life safety has been established, subsequent priorities will be the preservation of property, human health and safety, and the suppression costs.

Endangered species habit, archeological sites, riparian areas, and other sites for which USFS will be the lead agency will be USFS responsibility.

United States Department of the Interior-National Park Service (NPS): The NPS is responsible for all wildland fire management activities on National Park lands. All NPS lands will utilize local resources for initial attack on NPS lands. The park superintendent will work with the local resource representative to control wildfire and preserve park value. Dispatching will be handled by going through local dispatch centers as per local fire departments' protocol. The USFWS Fire Management Officer (FMO), by agreement, will be the FMO for all NPS land in Kansas.

United States Department of the Interior-Bureau of Indian Affairs (BIA): The BIA is responsible for all wildland fire management activities on BIA land. The BIA supports closest forces concept for initial attack within BIA boundaries. The initial attack IC must coordinate with the BIA Duty Office for the Appropriate Management Response decision.

United States Department of the Interior-US Fish and Wildlife Service (USFWS): The US Fish and Wildlife Service (USFWS) is responsible for all wildland fire management activities on USFWS refuges in Kansas. USFWS supports closest forces concept for initial attack within USFWS boundaries.

Dispatch protocol for USFS, DOI and KFS resources: IA dispatches will be made through the local dispatch centers for all agencies. Federal Agencies will submit an S-209 as soon as possible the PIDC; VFDs will be encouraged to submit S-209 reports on all large incidents occurring on private land.

National Incident Management System: The Parties to this Agreement will operate under the concepts defined in the Department of Homeland Security's (DHS) National Incident Management System (NIMS). In implementing these concepts, Parties 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.

Geographic Area Coordination Centers: The Federal Agencies signatory to this Agreement will coordinate fire management activities and/or services and resource movements through the Rocky Mountain Geographic Area Coordination Center as outlined in Geographic Area Mobilization Guide on federal land.

Interagency Resources, Services, Personnel, and Facilities: The Parties Signatory to this Agreement agree to cooperate in interagency funding, staffing, coordination and utilization of resources and facilities whenever an interagency approach is appropriate and cost effective within the limits of each parties' authorities.

Standards: It is the goal of the Parties signatory to this Agreement to achieve common standards within all Parties' best interest, recognizing differing agency missions and mandates. Each Party to this Agreement recognizes that other Party's standards are reasonable, prudent, and acceptable. This clause is not intended to affect the Jurisdictional Agency's land management standards.

Protection Planning: Sub-geographic area Unit Administrators may enter into agreement with local, closest resources for the purpose of Protection Planning. Plans at the sub-geographic level should be reviewed and agreement reached concerning such items as engines, regulated use, closures and other joint fire suppression efforts.

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 Fire Protection (Mutual Aid): As deemed appropriate, the USFS, DOI and Rural Fire Districts may, by agreement, establish reciprocal initial attack zones for lands of intermingled or adjoining protection responsibility. Within such zones, an Assisting Agency will take initial attack action in support of the Protecting Agency. Under no circumstances will Assisting Agencies be required to deplete local resources in order to honor a mutual aid request. The Protecting Agency will not be required to reimburse the Assisting Agency for costs incurred following the initial dispatch of any ground resources to the fire for the duration of the mutual aid period. The mutual aid period and distances, will be documented in the appropriate Mutual Aid Agreement.

B. Reimbursable (Cooperative) Fire Protection: The Protecting Agency may request fire suppression resources of others for its protection work, including prescribed fire projects. Such resources are to be paid for by the Protecting Agency ([See: Billing Procedures](#)).

C. Joint Projects and Project Plans: The Parties to this agreement may jointly conduct cooperative projects, within their authority and as authorized by law, to maintain or improve their fire management activities and/or service.

Prevention/Education/Mitigation: The KFS and the Federal Agencies agree to cooperate in the development and implementation of fire prevention/education/mitigation programs. All Parties encourage Rural Fire Departments to develop and implement a fire prevention/ education/mitigation program and will cooperate with them in this effort.

Fire Restrictions: Fire restrictions and closures will be issued and lifted at the discretion of the jurisdictional agency, based on weather, fuel moisture, local burning regulation, and other local policy procedures. Parties to this SAOP will strive to coordinate restrictions when mutually beneficial to the parties involved and maybe documented within local AOPs.

Prescribed Fire and Fuels Management: The Parties to this SAOP agree to cooperate as requested 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 project or financial plan process if required.

Smoke Management: Within their authorities, the Parties to this Agreement agree to cooperate in smoke management efforts.

Structure Protection: The operational roles of the federal agencies as partners in the wildland urban interface are wildland firefighting, hazard reduction, cooperative prevention, education, and technical assistance. Structural fire suppression is the responsibility of tribal, state, or local governments. Federal agencies and KFS may assist with exterior structural fire protection activities under each agency's authority.

Personal Protective Equipment (PPE): For **Rural Fire Departments**, PPE requirements will be defined within local jurisdictions. For rural fire personnel assisting Federal Agencies, appropriate fire retardant wildland PPE will be required as outlined in NFPA 1977. All Federal Agency fireline personnel, including those involved in initial attack during the mutual aid period, shall be equipped with personal protective equipment that meets standards identified in the Interagency Standards for Fire and Aviation Operations – NFES 2724 (Red Book) Chapter 7, including hard hat, eye protection, Nomex shirt and trousers, leather gloves, leather boots with lug soles (minimum 8 inch high) and a fire shelter.

VII. Operations

Response to Wildland Fire by Federal Agency and KFS personnel: Response will be based on ecological, social, economic and legal consequences of the fire. The appropriate response is dictated by: circumstances under which the fire started, likely consequence to firefighter/public welfare and safety and natural/cultural resources to be protected.

Decision Support System: A Decision Support System and document of management decisions in response to wildland fire will be utilized by all agencies. As per the National Federal Wildland Fire Management Policy-2009, wildland fire can be managed for multiple objectives. Federal Agencies will use the Wildland Fire Decision Support System (WFDSS). On non-Federal land, the Jurisdictional Agency will be allowed to use its discretion to determine the better approach on a case by case basis.

Delegation of Authority: Unless otherwise written, the party having jurisdiction will also have the Delegation of Authority.

Communication Systems: All parties this SAOP will share radio frequencies as needed to conduct emergency operations. No party to this SAOP will use, or authorize others to use, another agency's radio frequencies for routine day-to-day operations.

Rural fire districts and their agents are granted permission to use federal radio frequencies, if needed, to assure safety of the operation for the duration of an incident. All agencies to this plan have authorization to transmit and receive on assigned Air-to-Ground frequencies during wildfire incidents.

All signatory to this SAOP must have radios programmed with narrow band mode by February, 2013.

Fire Weather Systems-Fire Potential/Fire Weather Products Available: Rocky Mountain Area Predictive Services (RMAPS) and the National Weather Service (NWS) provide a variety of products that are designed to support strategic and tactical decisions. Specifically, RMAPS products such as the 7-Day Significant Fire Potential Outlook, Web-Based Multi-Media Briefing, 30-Day Significant Fire Potential Outlook and Seasonal Outlooks are designed to support long-term strategic decisions at the local, GACC and national levels. These outlooks can be found at:
<http://gacc.nifc.gov/rmcc/predictive/outlooks.html>

NWS products are designed for tactical decision support. These products include (but are not limited to), Fire Weather Forecasts, Spot Forecasts and Smoke Management Forecasts. Specific office locations and products can be found at:
<http://www.weather.gov/>

The Rocky Mountain Annual Operating Plan between Land Agencies and the National Weather Service can be found at: http://gacc.nifc.gov/rmcc/predictive/2011_aop_rma.pdf

Aviation Operations: Aircraft used must be DOI/USFS carded for use on fires where federal resources are being used or where federal land is involved.

Aircraft use may be considered as mutual aid asset. Outside of Mutual Aid, costs for aircraft should be the responsibility of the entity, on which jurisdiction the aviation resources are used, unless negotiated otherwise in cost share agreements prior to deployment. Any arrangements should be documented in an appropriate Cost Share agreement ([Exhibit A](#)).

Aviation Ordering: Currently only Federal Agencies will order Federally Carded Aviation resources. The Federal Agency placing the order, through the PIDC will do so following the Rocky Mountain MOB Guide direction and other agency specific protocol for ordering air assets. Non-Federally Carded aviation assets may be requested by rural fire departments to suppress fire on non-federal land. These requests shall follow pre-established safety and communication guidelines.

Escaped Prescribed Fires: Wildfire resulting from escaped prescribed fires that were ignited by, managed at the direction of, under the supervision of the Parties to this Agreement shall be the responsibility of the Jurisdictional Agency or the agency having written Delegation of Authority. Unless otherwise agreed, all suppression costs are the responsibility of the initial Jurisdictional Agency or the agency having written Delegation of Authority. The Parties to this SAOP will not hold each other responsible under this clause for escaped prescribed fires originating on private land, or on state or federal lands not protected by one of the Parties to this Agreement.

If the Parties to this SAOP conduct a cooperative prescribed fire, the responsibility for suppression costs, should it escape, shall be the responsibility agency who manages said property, providing negligence is not determined.

Non-Fire Stafford Act Responses: In the event of a Presidential Disaster Declaration to an emergency situation, the Stafford Act provides Federal funding assistance to states and allows Federal agencies maximum authority to respond to All-Hazard incidents. Under this designation the Parties may assist one another under the provisions of this agreement if so tasked by the Federal Emergency Management Agency (FEMA) and as long as requested resources are available and all other provisions of this agreement are met. Stafford Act responses, procedures and requirements established in the National Response Framework (NRF) shall be utilized by the Parties to authorize and accomplish any required response or support tasks.

The Use and Reimbursement for resources when responding under the Stafford Act shall be governed by the provisions contained in [Exhibit B](#). Federal agencies will demobilization as soon as activities allow for safe maintenance of the incident and its return to local jurisdiction.

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

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

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

Wildland Fire Threatening Structures: Any fire service entity or resource may take action to prevent a wildland fire from reaching a structure, depending upon the location of the wildland fire and the chosen management strategy. Structural fire suppression is the responsibility of tribal or local government/rural fire departments. KFS and federal agencies may assist with exterior structural protection activities within the limits of their agencies policies. During wildfire incidents, development and implementation of structure protection plans and coordination with the Jurisdictional Agency is a responsibility of the local government/rural fire department.

Cost Recovery : The Authorized Representatives of affected parties will attempt to reach mutual agreement, as soon as possible after a fire start, 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 Party 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 Party taking reciprocal action.

Assuming the Jurisdictional Agency has requested assistance, total indirect and direct costs incurred by KFS will be borne by the Jurisdictional Agency at the point of ignition unless respective agencies enter into an incident specific cost share agreement.

VIII. Billing Procedures:

Non-Billable Items:

The following items are NOT considered billable by the Parties signatory to this agreement:

Agency Overhead personnel performing agency specific duties and not assigned to the incident

Non-expendable accountable property

Agency specific Burned Area Emergency Rehabilitation (BAER) beyond suppression damage rehab

Mutual aid costs unless otherwise stipulated in a cost share agreement.

Billable and Shareable Items:

Indirect Costs Not On Resource Orders: There are associated costs that both KFS and Federal Agencies incur in providing resources to an incident. Personnel, equipment, supplies or services provided by a supporting agency and essential to filling the resource order, which are necessary and reasonable, shall be considered as reimbursable. While, on the surface, they are not ordered by and for the incident, they are necessary to mobilize ordered resources or acquire services for the incident and are valid charges (i.e. mobilization of crews, equipment contractors, etc). These associated costs that are a result of the incident are considered to be an added cost to the agency. While these activities may not be documented on a resource order, they will be billed using agency specific financial system reports.

Examples include but are not limited to:

Warehouse personnel: includes local and regional cache/service center personnel performing activity in support of the incident.

Mobilization centers: includes personnel performing activities within a mob center in support of the incident. These mobilization centers are established by agencies to support the incident.

Transportation cost: includes personnel performing activities in support of the incident or mobilization centers. This may also include salaries, mileage and lodging/per diem.

Temporary incident payment center activity: includes personnel performing activities in support of the incident, which may include salaries, travel expenses, supplies and temporary facility rental.

Backfill: appropriate backfill billable to the incident:

- a. base hours of assigned resource or backfill but not both entities;
- b. overtime hours of assigned resource or backfill but not both entities

Invoice Preparation: includes charges by agency staff for the preparation of incident billing documents/packages.

Suppression Billings:

Federal Billings: Federal Agencies will not bill each other for fire suppression support.

If an incident exceeds Mutual Aid as established in local agreements, any federal resources requested and authorized by the rural fire department or fire benefit district shall be coordinated by KFS and shall be the financial responsibility of the rural fire department or fire benefit district. Billing details will be established at the time of the request. Kansas State University and Kansas Forest Service are not billable parties for expenses incurred on non-federal land.

When KFS or one of their cooperators is the supporting agency and the incident is on federal land within or outside the boundaries of the state of Kansas, the KFS submits its billing to the Primary Federal Agency.

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

Billing Addresses:

All appropriate bills for services provided to the Primary Federal Agencies will be mailed to the following agency addresses for payment:

| | |
|---|--|
| Bureau of Land Management Attn: Beverly Derringer 2850 Youngfield Street Lakewood, Colorado 80215 Phone: 303-239-3958 Fax: 303-239-3811 Cell: 303-619-6973 Email: bderringer@blm.gov | Bureau of Indian Affairs Attn: Mark Sahmaunt Southern Plains Region PO Box 368 Anadarko, OK 73005 Phone: 405-247-6673 Fax: Cell: 405-933-0532 Email: |
| National Park Service | Fish and Wildlife Service |

| | |
|--|---|
| <p>Midwest Region Attn: Fire Division 601 Riverfront Drive Omaha, NE 68102-4226 Phone: 402-661-1770 Fax: Email:</p> | <p>US Fish and Wildlife Service Attn: Pat Richardson, Fire Admin Officer 134 Union Blvd., Suite 300 Lakewood, CO 80228 Phone: 303-236-4359 Fax: 303-236-4792 Email: pat_richardson@fws.gov</p> |
| <p>USDA Forest Service – Region 2 Attn: Denise Tomlin 740 Simms Street Golden, CO 80401-4720 Phone: 303-275-5316 Fax: 303-275-5754 Cell: 303-378-0785 Email: dtomlin@fs.fed.us</p> | |

Anytime KFS or one of their cooperators is the supporting agency on a non-federal incident outside the State of Kansas, Kansas Forest Service will coordinate resources, audit bills for services, and forward all completed bills for services to the USDA Forest Service at the address below:

USDA Forest Service, Rocky Mountain Region
Attn: Incident Business – Regional Budget Office
740 Simms Street
Golden, CO 80401

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 120 days in each reimbursable action.

Electronic Funds Transfer (EFT):

Kansas State University 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.

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 and incident number
- Location and jurisdictional unit
- Appropriate incident number
- Summary cost reports generated by the Agency to support the billing, including applicable cost share agreements.
- Signature and title of Agency official

Cost source documents will not be required unless summary cost data is disputed or needed to fulfill review requirements (i.e., FEMA). Summary cost data will include, but is 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. Any party may assess an administrative charge on reimbursable costs related to the Kansas Master Cooperative Agreement-Wildland Fire and Stafford Act Agreement. The Overhead Assessment Rate for the KFS can be a fixed percentage rate or an hourly processing fee to recover those costs that cannot be directly charged to the project. The rate will be 10% as specified in this Statewide Annual Operating Plan.

The Overhead Assessment Rate for the US Forest Service is published in the Annual Program Direction. The rate for the effective dates of this SAOP will be 7.4%.

The Overhead Assessment Rate for the National Park Service is published in Assessment and Restoration Handbook. The rate for the effective dates of this SAOP will be 16.84%.

The Overhead Assessment Rate for the US Fish and Wildlife Service is published in FWS Manual Part 274. The rate for the effective dates of this SAOP will be 17.1% or 22%.

The Overhead Assessment Rate for the Bureau of Indian Affairs is published in Memorandum dated July 20, 2010 for Fiscal Year 2011 Burden Rate. The rate for the effective dates of this SAOP will be 17.79%.

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.

Contested Billings: Written notice that a bill is contested will be mailed to the billing agency within 30 days of issuance of the final bill, and will fully explain the area of dispute. Contested items will be resolved within the designated waiver period.

Obligations: The KFS will submit estimated unpaid obligation figures to the Federal Agencies by September 1 for the current billing year. All obligations will be submitted by incident name, date, incident number and Fire Code.

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

The Agencies to this Agreement may bill for activities not related to fire suppression within their authorities. For example, this may include reimbursement to the KFS expenses incurred on a prescribed fire project. Billing arrangements for such activities will be documented in advance on individual financial or project plans, and an indirect cost rate may be assessed. Billings will outline services performed and include a copy of, or reference, the applicable operating plan.

IX. General Provisions

Personnel Policy: Employees of the Parties to this Agreement shall be subject to the personnel rules, laws and regulations of their respective agencies, unless they are employed temporarily by another 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.

Mutual Sharing of Information: Subject to applicable state and federal rules and regulations, including the Privacy Act, Agencies and the KFS will furnish to each other, or otherwise make available upon request, such maps, documents, instructions, records, and reports including, but not limited to, fire reports, employment records, and investigation and law enforcement reports as either party considers necessary in connection with the Agreement, in accordance with applicable State and Federal rules and regulations.

Accident/Incident Investigations: Whenever an accident/incident occurs involving the equipment or personnel of an Assisting Agency, the Protecting Agency shall take immediate steps to notify the Supporting and Jurisdictional Agency. As soon as practical, the Protecting Agency, in accordance with their policy, shall initiate an investigation of the accident. The investigation shall be conducted by a team made up of appropriate representatives from affected agencies.

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 VII. Operations,- Cost Recovery.

Waiver of Claims: The State of Kansas, Kansas State University, Kansas Forest Service and Federal Agencies hereby waive all claims between and against each other for compensation for loss, damage, and personal injury, including death, to each other's property, employees, agents, and contractors occurring in the performance of this Agreement, provided this provision shall not relieve any party from responsibility for claims of third parties for losses for which the party is otherwise legally liable.

Modifications: Modifications within the scope of this Agreement shall be made by mutual consent of the Signatories to this Agreement 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.

Annual Review: This Operating Plan will be reviewed annually, prior to March 1, representatives of the KFS and Federal Agencies will meet and review matters of mutual

concern. This Operating plan will then be revised and updated pending the signing by all parties.

Duration of SAOP: The term of this SAOP shall commence on the date signed by each party. This Operating Plan shall remain in effect until it is superseded, unless terminated earlier. Any party shall have the right to terminate their participation to this Agreement by providing one hundred and eighty days (180) advance written notice to the other Parties to this SAOP.

Previous Agreements Superseded: This Agreement supersedes the 2011 Kansas Interagency Wildfire Council Annual Operating Plan.

Severability: Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and any party may renegotiate the terms affected by the severance.

Civil Rights: The Federal Agencies, the KFS and its cooperators shall comply with all State of Kansas and Federal statutes relating to nondiscrimination as described in Exhibit C, document DA- 146a

EXHIBIT A

EXHIBIT SAMPLE COST SHARE AGREEMENT

Following is the Cost Share Agreement between the Agencies identified below as negotiated for the following incident.

INCIDENT NAME:

INCIDENT NUMBERS BY AGENCY:

START TIME AND DATE:

JURISDICTIONS:

CAUSE:

INCIDENT COMMANDER(S):

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

The Interagency Cooperative Fire Management Agreement between the State of Kansas; USDA Forest Service; USDI National Park Service; USDI Bureau of Indian Affairs; USDI Fish and Wildlife Service.

Agreement for Cooperative Wildfire Management between _____ County and the State of Kansas.

Agency Representatives participating in development of the Cost Share Agreement

Agency: _____

Agency: _____

Name: _____

Name: _____

Title: _____

Title: _____

Agency: _____

Agency: _____

Name: _____

Name: _____

Title: _____

Title: _____

COST SHARE AGREEMENT FOR THE _____
INCIDENT:

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

Rationale used in developing this cost agreement:

The following section is optional, but will be used only if costs are calculated on a percentage basis and a computer-based incident cost accounting system is not available:

| <u>AGENCY</u> | <u>DIRECT COSTS</u> | % | <u>AIR/RETARDANT COSTS</u> | % |
|---------------|---------------------|---|----------------------------|---|
| _____ | _____ | % | _____ | % |
| _____ | _____ | % | _____ | % |
| _____ | _____ | % | _____ | % |
| _____ | _____ | % | _____ | % |
| <u>TOTAL</u> | <u>100</u> | % | <u>100</u> | % |

This Agreement and the apportionment contained are our best judgments of Agency cost responsibilities on the date/time shown. Additional Cost Share Agreements for this incident may be approved for future time periods, as conditions and fire spread change.

SIGNATURE: _____ DATE: _____ TIME: _____

AGENCY: _____ PHONE: _____

MAILING ADDRESS: _____

SIGNATURE: _____ DATE: _____ TIME: _____

AGENCY: _____ PHONE: _____

MAILING
ADDRESS: _____

SIGNATURE: _____ DATE: _____ TIME: _____

AGENCY: _____ PHONE: _____

ITEMS TO CONSIDER WHEN NEGOTIATING A COST SHARE AGREEMENT

Negotiating cost share agreements within the State of Kansas has been delegated to the respective unit administrators in the Interagency Cooperative Fire Management Agreement. County officials must also be included. Cost share agreements are to be documented, including the basis or rationale used. The following

guidelines should be considered when negotiating a cost share agreement. These are intended to help field personnel in negotiating an equitable agreement and are not intended to be mandatory.

Unit Administrator (Line Officer): the individual assigned administrative responsibilities for an established organizational unit, such as Forest Supervisors or District Rangers (USFS), District or Area Manager (BLM), Area Forester or State Forester Designate (State), Regional Director or Refuge Manager (USFWS), Park Superintendent (NPS), and Agency Superintendent (BIA), and may include a county commissioner at the local level.

General Guidelines:

Agency budgeted costs normally are not shared.

Responsibility for claims is considered to be outside the scope of the cost share agreement.

Rehabilitation costs other than on the fireline are the responsibility of the jurisdictional Agency.

All cost share negotiations should include consideration to each Agency's values at risk and resources assigned.

Cost share agreements should normally be reviewed at the end of each burning period and documented with review date and time.

Method 1: Cost can be shared proportionately based upon the acreage burned.

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

Method 3: Costs can be shared based upon direct fireline resources assigned basis. Aviation resources, retardant, etc. should be on an actual use basis. Indirect costs are then shared proportional to direct costs. This is the most equitable method and should be utilized on incidents when a Type I team is assigned.

Definitions:

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

Facilities and Administrative Costs (Indirect Costs): Costs that are incurred for common or joint objectives and therefore cannot be identified readily and specifically with a particular sponsored project, and instructional activity, or any other institutional activity. These costs may include office support personnel, mobilization/demobilization centers, dispatching, airbase operations, transportation from home base to camp, and minor or major equipment repairs to incident-assigned and damaged equipment (except those costs included in equipment rental rates). Facilities and administrative costs can be shared proportionately with direct costs except where identified to be shared differently in the cost share agreement.

EXHIBIT B

**USE OF AND REIMBURSEMENT FOR SHARED RESOURCES
IN STAFFORD ACT ALL-HAZARD 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-tasking agency for forwarding to FEMA for reimbursement.*

a. 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:

- *Overtime, travel and per diem of permanent Federal agency personnel.*
- *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*
- *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.*
- *Cost of materials, equipment, and supplies (including transportation, repair and maintenance) from regular stocks used in providing directed assistance.*
- *All costs incurred which are paid from trust, revolving, or other funds and whose reimbursement is required by law.*
- *Other costs submitted by an agency with written justification or otherwise agreed to in writing by the (FEMA) Associate Director or the (FEMA) Regional Director and the agency.*

*b. **State Reimbursement Process:** State Reimbursement refers to those resources that are to be reimbursed by the primary ESF Federal agency. State 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:*

- *Wages, overtime, travel and per diem of State personnel.*
- *Wages, travel and per diem of temporary State personnel assigned solely to performance of services directed by the (FEMA) Associate Director or the (FEMA) Regional Director in the major disaster.*
- *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.*
- *Cost of materials, equipment, and supplies (including transportation, repair and maintenance) from regular stocks used in providing directed assistance.*
- *All costs incurred which are paid from trust, revolving, or other funds and whose reimbursement is required by law.*
- *Other costs submitted by an agency with written justification or otherwise agreed to in writing by the (FEMA) Associate Director or the (FEMA) Regional Director and the agency.*

2. 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.

3. Procurement: The State receives its procurement authority from its own laws, and is therefore not subject to Federal procurement laws. Whenever the State is responsible for the management of an incident (including an incident within the Direct Protection Area of a Federal Agency), the State will comply with State laws and regulations covering procurement. Procurement costs by one Party in support of another that are reasonable and prudent may be charged back to the Protecting Agency. All property procured under a Mission Assignment becomes the property of FEMA.

4. 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 accepted. The borrower will repair or reimburse for damages in excess of normal wear and tear and will replace or reimburse items lost or destroyed.

EXHIBIT C

State of Kansas

Department of Administration

DA-146a (Rev. 10-11)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 10-11), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the ____ day of _____, 20____.

- 1. Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
- 2. Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
- 3. Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State

agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

EXHIBIT D

HOURLY SALARY RATES FOR KFS TEMPORARY EMPLOYEES HIRED FOR FIRE ASSIGNMENTS

| AD CLASS | KFS COOP RATE | KFS COOP OT RATE | POSITIONS |
|-----------------|----------------------|-------------------------|---|
| A | \$12.07 | \$18.11 | |
| B | \$13.29 | \$19.94 | |
| C | \$14.79 | \$22.19 | FFT2 |
| D | \$16.32 | \$24.48 | FFT1, FALA, HECM |
| E | \$17.88 | \$26.83 | ICT5, EQTR, PTRC, SCKN, BCMG, EQPM, RCDM, |
| F | \$19.58 | \$29.38 | ICT4, CRWB, ENGB, FALB |
| G | \$21.32 | \$31.98 | PIOF, GISS, EMTB, EMTI, |
| H | \$23.94 | \$35.90 | COST, TIME, STEN, STCR, TFLD, HRSP, RESL, GSUL, MEDL, SPUL, FACL |
| I | \$26.49 | \$39.73 | FALC |
| J | \$29.14 | \$43.71 | ICT3, DIVS, EMTP, |
| K | \$31.99 | \$47.99 | PIO2, FSC2 |
| L | \$38.39 | \$57.58 | PIO1, FSC1 |
| M | \$45.63 | \$68.44 | |

| <i>Equipment</i> | <i>Type</i> | <i>Rate</i> | <i>Method of Hire</i> | <i>Daily Guarantee</i> |
|----------------------------------|-----------------------|--|---|------------------------|
| <i>10 Ton Truck</i> | <i>Semi</i> | <i>\$3.50</i> | <i>mile</i> | <i>\$225.00</i> |
| <i>FEPP Trailer</i> | <i>50,000 lb</i> | <i>\$.10</i> | <i>mile</i> | <i>xxxxxxxxxxx</i> |
| <i>Engine</i> | <i>Type 6</i> | <i>\$65.00</i> <i>OR</i> <i>\$.55</i> | <i>Hourly on incident</i> <i>OR</i> <i>Per Mile in Travel</i> | <i>\$520.00</i> |
| <i>Vehicle, Sedan</i> | | <i>\$52.00</i> <i>OR</i> <i>\$.39</i> | <i>Daily on incident</i> <i>OR</i> <i>Per Mile in Travel</i> | <i>xxxxxxxxxxx</i> |
| <i>Vehicle, Utility 2x4, 4x4</i> | <i>1/2 / 3/4 Ton,</i> | <i>\$73.00 or</i> <i>OR</i> <i>\$.49</i> | <i>Daily on incident,</i> <i>OR</i> <i>Per Mile in Travel</i> | <i>xxxxxxxxxxx</i> |
| <i>Vehicle, pickup 2x4, 4x4</i> | <i>1/2, 3/4 Ton</i> | <i>\$73.00</i> <i>OR</i> <i>\$.49</i> | <i>Daily on incident</i> <i>OR</i> <i>Per Mile in Travel</i> | <i>xxxxxxxxxxx</i> |
| | | | | |