

INTERAGENCY COOPERATIVE FIRE PROTECTION AGREEMENT

Between
UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE
ALASKA REGION
And
THE STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF FORESTRY

THIS INTERAGENCY COOPERATIVE FIRE PROTECTION AGREEMENT is hereby entered into by and between the USDA Forest Service, Alaska Region, herein referred to as the Forest Service, and the State of Alaska, Department of Natural Resources, Division of Forestry, herein referred to as the State under the provisions of the Granger-Thye Act of April 24, 1950 (16 USC Section 572); Reciprocal Fire Protection of May 27, 1955 (42 USC 1856b); Cooperative Funds and Deposits Act of December 12, 1975 (16 USC 565a-1), Cooperative Funds Act of June 30, 1914, (16 USC 498), Federal Land Policy and Management Act of 1976, October 21, 1976 (43 USC 1701), and Disaster Relief Act of 1974, May 22, 1974 (88 Stat. 143; 42 USC 5121), Temporary Emergency Wildfire Suppression Act of 1988, and Alaska Statutes 41.15.030.

A. PURPOSE.

The purpose of the Cooperative Fire Protection Agreement (hereinafter referred to as the Agreement) is to document agreement and commitment to fire protection assistance and cooperation.

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 a Glossary attached as EXHIBIT A.

B. STATEMENT OF MUTUAL INTERESTS AND BENEFITS.

State, Municipal, Private and Federal lands of the respective Agencies are intermingled or adjacent in some areas of Alaska, and wildland fires on these intermingled or adjacent lands may present a threat to the lands of the other.

The Forest Service maintains wildland fire protection of National Forest System lands within the United States, and the State provides for organized wildland fire protection for State, Municipal, and privately owned lands within Alaska. Structure fire and dump fire protection is the responsibility of local fire departments and is independent of this Agreement.

It is to the advantage of the State and the Forest Service to coordinate efforts for the prevention, readiness, detection, and suppression of wildland fires in and adjacent to their areas of responsibility, to avoid duplication and to improve efficiency and effectiveness.

It is the intent of the parties hereto that State resources be available to assist in the suppression of wildland fires on all National Forest System lands, and on other lands upon which it provides fire suppression support, including other States, Canada, and Mexico.

It is the intent of the parties that Forest Service resources be available to assist in the suppression of wildland fires on all State, Municipal, and private lands for which the State provides protection.

C. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:

1. Interagency Cooperation and Coordination

a. Local Cooperative Initiatives: Agencies will encourage and support local cooperative initiatives which enhance cooperation and improve coordination and efficiencies.

b. Joint Projects and Local Agreements: The State and/or Forest Service may jointly conduct mutual interest projects, within their authority, to maintain or improve the fire management capability of the agencies. These projects may be in such activities as suppression, preparedness, land rehabilitation, fuel management, prescribed fire, training, prevention, public affairs, wildland/urban interface fire coordination, search and rescue, and other beneficial efforts. Such projects will be documented in operating plans, local agreements, or other appropriate written documents. Documentation will include the objectives, role of each agency, and each Agency's share of costs.

Such local arrangements shall not be in conflict with the terms of this Agreement. Local operating plans may be executed by unit administrators of agencies party to this Agreement.

c. Incident Command System: The Agencies will operate under the concepts of the National Interagency Incident Management System (NIIMS) and its Incident Command System (ICS) as appropriate for providing qualified resources and for the management of incidents encompassed under the terms of this agreement. The basis for training and qualifications will be NWCG standards as outlined in 310-1.

d. Multi-Agency Command (MAC) Groups: During periods when fire activity is significant enough to require prioritization of fires in order to allocate critical or scarce resources, MAC groups will be established to accomplish that priority setting.

e. Operating Plans: Operating Plans will be developed annually and will become a part of this agreement.

Annual operating plans will outline the details of implementing this Interagency Cooperative Fire Protection Agreement for local geographical areas. Subjects identified in the Operating Plan

Outline Guide, attached hereto as EXHIBIT B, will be addressed, if applicable, and displayed in that format.

An operating plan generated at the local level will address local issues and basic information. It will be approved and distributed to all agencies prior to May 1 each year. Two such local operating plans will exist between: (1) Tongass National Forest and Coastal Region and (2) Chugach National Forest and Coastal Region.

An operating plan generated at the statewide level will address statewide issues and considerations for implementing the Interagency Cooperative Fire Protection Agreement. It will be approved and distributed to all agencies prior to May 1 each year. This operating plan will exist between: DNR, Division of Forestry and USDA Forest Service, Alaska Region.

f. Fire Prevention Policies: Unit Administrators will assure that fire prevention goals, objectives, and activities are planned at local and statewide levels and are addressed in Operating Plans. Specific fire prevention plans should be developed by local interagency fire management personnel. Agencies may pool resources and share costs of wildland fire prevention activities. Fire restrictions and closures will be issued and lifted on a coordinated, interagency basis whenever practical as described in the local Operating Plan.

g. Prescribed Fire and Fuels Management: The Agencies agree to cooperate in the development and implementation of prescribed burning programs and projects.

Wildland fires resulting from escaped prescribed fires ignited by a party to this Agreement on lands it manages, shall be the responsibility of that party. The party responsible for the prescribed fire will reimburse other parties to this Agreement consistent with the terms and conditions contained herein for costs incurred in suppression of such fires.

If parties to this Agreement conduct a cooperative prescribed fire, details covering cost sharing, reimbursement, and responsibility for suppression costs, should it escape, shall be agreed upon and documented in the burning plan.

h. Licensing and Certifications: Drivers and equipment operators will hold appropriate operating licenses or other certifications to meet Agency, State, and Federal regulations. State and Forest Service employees may operate each other's equipment provided the operator meets the current operating guidelines and training requirements of their own Agency.

i. Training: The Agencies will cooperate in wildland fire, prescribe fire, fire management, fire prevention and aviation training. This should also include training scheduling, course development, course presentation, and selection of trainees. Local cooperators will be included in this cooperative approach whenever practical.

j. Communication Systems: The Agencies 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 parties. Such agreement shall be approved only by authorized personnel for each Agency and will be documented in the local Operating Plan.

k. Weather Data Processing System: The State will be permitted to use the Federal Weather Data processing system. Use of the system may be from state owned locations. The State may access the system using Federal account numbers.

l. Automatic Weather Stations: The Agencies will cooperate in the gathering, processing, and use of fire weather data, including the purchase of compatible sensing systems and joint use of computer software. The Agencies will jointly evaluate and agree to any deletions or additions to the system.

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

n. Aviation Operations:

> General: The Agencies agree to cooperate in use of aviation resources to foster effective and efficient use of aircraft and personnel. All aviation activities shall be conducted in accordance with each Agency's aviation rules, policies and directives, and Aviation Operating Plans.

> Interagency Aviation Operations: Interagency funding, staffing, and utilization of helicopter programs, air tanker bases, smoke jumpers, and fixed-winged operations will be pursued when an interagency approach is appropriate and cost effective. Any cost sharing of these resources will be identified in local Operating Plans.

> Pilot and Aircraft Inspections and Carding: Forest Service policy requires Federal and State pilots and aircraft to be inspected and carded by the Forest Service or the USDI Office of Aircraft Services (OAS), to acceptable Forest Service standards, for Federal agency missions or transport of Federal employees. Aircraft and pilot operations other than point to point (hard surface airport to hard surface airport) must be carded for special use options. All agencies agree to assist each other as cooperators.

> Contract/Rental Vendors: Federal policy requires that pilots and aircraft be inspected and carded, either by the Forest Service or by OAS to acceptable Forest Service standards.

> Helicopter Managers: All helicopter managers while working on federal projects (fire or resource project work) will meet the Interagency Helicopter Operations Guide (IHOG) standards.

2. Protection Responsibilities

a. Definition of Responsibilities: The parties hereto shall be described as follows:

Protecting Agency - The agency responsible for providing direct wildland fire protection to a given area pursuant to this Agreement.

Supporting Agency - An agency providing fire suppression or other support and resources to the Protecting Agency.

Jurisdictional Agency - The agency which has overall land and resource management and/or protection responsibility as provided by Federal law or State Statute.

b. Protection Areas and Boundaries: Annually, the agencies will agree upon wildland fire protection responsibilities for lands within their respective jurisdictions. This will normally be accomplished at the State level. Protection areas and boundaries will be established, mapped and/or described, and made a part of the local Operating Plan.

c. Methods of Fire Protection and Suppression:

Reciprocal (or Mutual Aid/Response) Fire Protection

2. Reimbursable (or Cooperative) Fire Protection
3. Exchange (or Offset) Fire Protection
4. Fee Basis (or Contract) Fire Protection

d. Reciprocal Fire Protection (Mutual Aid/Response): As deemed appropriate, the Agencies may, by agreement establish reciprocal initial attack zones for lands of intermingled or adjoining protection responsibility.

Within such zones a Supporting Agency will, upon request or voluntarily, take initial attack action in support of the Protecting Agency. The Protecting Agency will not be required to reimburse the Supporting Agency for costs incurred following the initial dispatch of any ground resources to the fire for the duration of the mutual aid period. The mutual aid/response period, not to exceed 24 hours, will be documented in the local Operating Plans.

Aviation or any pre-positioned resources will be outlined separately for mutual aid response in the local operating plans as applicable.

e. Reimbursable (Cooperative) Fire Protection: The Requesting Agency may request fire suppression resources from the other party. Such resources are to be paid for by the Requesting Agency (also refer to clause C. 4.a. and C. 4.b.).

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

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. (In this situation, the Jurisdictional Agency is considered a Supporting Agency).

The provision described in the Boundary Fires section (see clause C.3.e.) applies to fires that occur on or near the boundary of offset zones.

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

3. Fire Suppression

a. Closest Forces Concept: The primary guiding principle for dispatch of initial and extended attack suppression resources will be the use of the closest available resource concept, regardless of the ownership of those resources and regardless of which Agency has protection responsibility.

b. Shared Resources: Interagency funding, staffing, and utilization of aircraft, engines, crews, or fire facilities will be pursued whenever an interagency approach is appropriate and cost effective.

Staffing and funding will be commensurate with each Agency's use of the resources and will be agreed to and included in the local Operating Plan.

c. Fire Notifications: Each Agency will promptly notify the appropriate Jurisdictional Agency of fires burning on or threatening lands for which that Agency has protection responsibility.

d. Protection Priorities: The Agencies agree that protection objectives will generally recognize the following priorities:

Human Life (public and firefighters)

2. Property and Natural Resources, based on relative values to be protected, commensurate with fire management plans.

e. Boundary Fires: A wildland fire burning on, or adjacent to, a known or questionable protection boundary will be the initial attack responsibility of the protecting agencies on either side of the boundary. The initial attack Incident Commanders of the involved Agencies shall mutually agree upon fire suppression objectives, strategy, and the commitment of agency suppression resources. When a wildland fire burns on both sides of a protection boundary, beyond the mutual aid/response period, the cost for the wildland fire will be prorated based on the cost share agreement. (see clause C.4.d.).

f. Independent Action on Lands Protected by Another Agency: Except as otherwise described in local Operating Plans, nothing herein shall prohibit any Agency, on its own initiative and without notifying the Protecting Agency and without reimbursement, from going upon lands known to be protected by another Agency to engage in suppression of wildland fires, when such fires are a threat to lands within that Agency's protection responsibility. In such instances, actions taken will be consistent with the Protecting Agency's suppression policies (see clause C.3.g.).

g. Appropriate Suppression Response Policies: All fire suppression action conducted on lands of another Agency will be consistent with that Agency's fire suppression policy and the terms of

this Agreement. The Alaska Interagency Fire Management Plan will identify the appropriate suppression response.

The Special Management Considerations section of local Operating Plans will establish procedures and criteria for unit administrators of the agencies to communicate land management considerations to Incident Commanders, and the process for changing the suppression response category.

Restrictions in firefighting tactical techniques, such as use of heavy mechanized equipment in special management areas (e.g. threatened and endangered species habitat) will be delineated on protection unit maps or otherwise identified by the Jurisdictional Agency in local Operating Plans.

Unless otherwise agreed, the Jurisdictional Agency will provide a Resource Advisor to advise the Protecting Agency of any special conditions which may influence suppression actions. The Incident Commander will incorporate these special conditions in the incident planning process, subject to delegation of authority.

h. Wildland Fire Situation Analysis: A Wildland Fire Situation Analysis (WFSA) be completed for all fires on Federal and State lands which escapes initial suppression action. This procedure requires unit administrator participation. Agency administrator will be actively involved in this process. Operating Plans will contain procedures for development and approval of the Wildland Fire Situation Analysis. Responsibility for the selection of the strategy employed rest with the responsible agency administrator. The tactical implementation of the selected strategy shall rest with the Incident Commander.

i. Delegation of Authority: Annual operating plans will document procedures for Unit Administrators to specify direction and delegation of authority to Incident Commanders for incident management.

j. Determination of Cause and Preservation of Evidence: As initial action is taken on a fire, the initial attack forces, regardless of whether they are Protecting Agency or Supporting Agency, will immediately gather and preserve information and evidence pertaining to the origin and cause of the fire. Generally, the jurisdictional agency will have the primary investigative responsibility. Other affected agencies shall support the jurisdictional agency in the investigative efforts within their authority. When the protecting agency is not the jurisdictional agency, the protecting agency will be responsible for notifying the jurisdictional agency's representative of the investigative status within a reasonable amount of time. Investigative roles will be established prior to any additional investigative work being accomplished by the protective or supporting agencies. Investigative files prepared by assisting agencies, as allowed by law, will be provided to the jurisdictional agency upon request.

k. Fire Reports: In incidents where the Protecting Agency is not the Jurisdictional Agency, the Protecting Agency will furnish a copy of their fire report to the Jurisdictional Agency within 10 days after the fire is declared out.

I. Post-Fire Analysis: To benefit from lessons learned on fire incidents falling under the terms of this Agreement, the Agencies may conduct post-fire analysis. Such critiques or reviews will be conducted jointly by the State and the Forest Service.

4. Use of and Reimbursement for Shared Resources

a. Appropriated Fund Limitation: Nothing herein shall be interpreted as obligating the Forest Service or the State to expend funds, or as involving the United States or the State of Alaska in any contract or other obligation for the future payment of money in excess of appropriations authorized by law and administratively allocated for the work contemplated in this Agreement.

b. Reimbursable Assistance: Reimbursable Assistance refers to those fire suppression resources that are to be paid for by the Jurisdictional Agency. Reimbursable Assistance resources must be requested by the Protecting Agency or supplied through automatic or mutual aid systems and must be recorded by the resource order process within the dispatching systems of both the Protecting Agency and Supporting Agencies or documented by the Incident Commander in the fire report. Resources not documented in this manner are not reimbursable. Incidental support cost expended by a supporting agency during the mobilization of resources requested through the resource order are eligible for reimbursement. Except as otherwise provided in Reimbursable (Cooperative) Fire Protection (clauses #C.2.e.) and Billing Procedures (clause C.4.g.), all costs incurred as the result of an incident and documented as stated above are generally reimbursable, such as but not limited to:

1. Costs incurred for suppression and move-up and cover resources.
2. Suppression costs incurred due to transportation, salary, benefits, and per diem of individuals assigned to the incident.
3. Additional support dispatching services requested through a resource order.
4. Cost of equipment in support of the incident; contract equipment costs and operating costs for agency equipment.
5. Operating supplies for equipment assigned to the incident, such as fuel, oil, and equipment repairs.
6. Aircraft, airport fees, foam and retardant costs.
7. Agency owned equipment and supplies, lost, damaged or expended by the Supporting Agency.
8. Cost of reasonable and prudent supplies expended in support of the incident.
9. Charges from the State for state controlled resources such as Type II EFF crews, Municipal, Borough and local resources.

c. Duration of Assignment: Consideration must be given to the health and safety of personnel when assigned to fires. Agencies agree that Incident Commanders will release suppression resources to their primary responsibilities as soon as priorities allow. Incident Commanders shall also adhere to rest and rotation policies of respective responding agencies.

d. Cost Sharing: All cost for fire suppression in critical, full and modified will be prorated based on acres burned by ownership (Forest Service and State protection responsibility lands).

1. Both federal and state land managers have lands designated as "Limited Management Option" under the Alaska Interagency Fire Management Plan.

It is the decision of the land manager to allow these fires to burn within predetermined areas under a surveillance suppression strategy.

- a. Fires that start in, and escape from, a Limited Management Option designated area or a Modified Management Option designated area which has converted to the Limited Management Option, are the financial responsibility of the agency on whose land the fire originated if that agency chose not to take initial suppression action, other than surveillance or specific site protection. When any type of suppression action is required by a neighboring land manager to protect their land from Limited Management Option fires or a fire in a Modified Management Option designated area which has converted to the Limited Management Option, responsibility for costs will be to that agency which allowed the fire to burn without suppression action, other than surveillance or specific site protection, upon initial discovery.
- b. When fires in a Limited Management Option or a Modified Management Option designated area which has converted to the Limited Management Option, receive initial attack, other than surveillance or specific site protection, upon discovery immediately following detection, and are treated as a fire that must be suppressed as in Critical, Full, or Modified Management Option designations, then fire suppression costs will be prorated to the agencies based on ownership and acres burned.
- c. It is the intent of this procedure to focus responsibility for fire suppression costs to the agency who has taken the risk of allowing a fire to burn without suppression action, other than surveillance or specific site protection, during the stages when it can be most easily suppressed. It will be the intent of both agencies to identify the exact location of fires when first detected and so record the information on the initial fire report.

The Agencies agree that all reasonable and necessary costs incurred to meet the protection responsibilities within each Agency's Direct Protection Area will be the responsibility of that Agency. Typically, suppression actions and their associated costs are driven by perceived threat to values at risk. Values at risk may, in turn, require more intense suppression efforts and, therefore, higher suppression costs in one Agency's direct protection area than in another. These situations will balance out over the life of this agreement.

e. Procurement: The State receives its procurement authority from State 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 the Forest Service), the State will comply with State laws and regulations covering procurement. Procurement costs by one Agency in support of another that are reasonable and prudent may be charged back to the Protecting Agency.

f. 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, with 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.

g. Billing Procedures

1. Fire Suppression Billing: When the State is the supporting agency and the wildland fire is located on federal lands in which the Forest Service protects, or any federally supported wildland fires outside of the State, the State submits their billing to the Forest Service. When the Forest Service is the supporting agency and the wildland fire is located on State, municipal or private lands and the State is the protection agency, the Forest Service submits their billing to the State.

Agencies will share their respective individual incident management codes for cross-reference purposes.

a. Billing Estimates/Timeframes: On fires where costs are incurred pursuant to the terms of this agreement, the Billing Agency shall submit an estimate for reimbursement as of the fiscal year-end for obligations. Submit to the Forest Service by September 20 and to the State by August 1. These dates may be amended in the annual operating plan as necessary.

A final bill will be issued by February 1. After the final billing has been sent and additional costs are identified, a supplemental billing may be issued if agreeable to applicable parties.

b. Billing Content: Bills will be identified by incident job code, jurisdictional unit, and will be supported by adequate documentation, including applicable Cost Share Agreements. Copies of cost source documents will not be required unless summary cost data is disputed or another agency (i.e. FEMA) requires the source documents. Billing agency summary cost data should provide enough detail (i.e. costs by employee names, equipment numbers, aircraft numbers, types of procurements) for the Paying agency to ascertain through a cursory audit that the costs are reasonable.

c. Billing Addresses: All bills for services provided to the State will be mailed to the following address for payment:

State of Alaska, Division of Forestry
Attn.: Administrative Officer
550 West 7th Avenue, Suite 1450
Anchorage, AK 99501

All bills for services provided to the Forest Service will be mailed to the following address:

USDA Forest Service, State and Private Forestry

Attn.: Fire Business Manager
3301 C Street, Suite 522
Anchorage, AK 99503

d. Payment Due Dates: All bills will have a payment due date 60 days after the date of issuance. If payment cannot be made before the 60 days expire, then the billing agency must be notified and appropriate late payment fee subsequently paid.

e. Disputed Billings: Notice that a bill is contested will be mailed to the billing agency within 60 days of issuance of the final bill, and will fully explain the area of dispute. Contested items will be resolved no later than 60 days following receipt of written notice.

2. Fire Preparedness, Prevention, Prescribed Fire, and Other Fire Activity Billings: Agencies may bill one another for preparedness activities. No administrative charges will be applied. Billings for preparedness and prevention activities will be addressed in local Operating Plans. Provisions described above pertaining to suppression billing procedures, addresses, payment due dates, obligation information, and payments also apply to preparedness billings. Billings will outline services provided. All billings for these activities within the state will be between local administrative units. Billing for activities outside of the State will be as provided in 1.c, above.

5. General Provisions

a. Mutual Sharing of Information: The State and the Forest Service will furnish 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 investigations and law enforcement reports as either party considers necessary in connection with the Agreement in accordance with applicable State and Federal rules and regulations.

b. Borough, Municipality, and Local Cooperation: To facilitate the purpose and intent of this Agreement, the State and Forest Service will use its best efforts to establish cooperative fire agreements with those local entities that want to participate in wildland fire activities.

c. Accident Investigations: Whenever an accident occurs involving the equipment or personnel of a Supporting Agency, the Protecting Agency shall take immediate steps to notify the Supporting Agency. 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 appropriate representatives from affected agencies. The Protecting Agency shall follow the notification protocols of the Supporting Agency when dealing with a serious injury and/or fatality involving personnel from the Supporting Agency.

d. Non-Wildland Fire, and Medical Aid Responses: This agreement is limited to wildland fire protections and does not include non-wildland fire protection and medical aid responses. However, this Agreement does not preclude agencies from supporting one another in emergency situations as provided by their respective policies, procedures, or other agreements.

e. Previous Agreements: This Agreement is intended to replace other fire protection agreements between the two parties.

f. Employment Policy: It is agreed that employees of the parties to this Agreement shall at all times be subject only to the laws, regulations, and rules governing their employment, regardless of agency, and shall not be entitled to compensation or other benefits of any kind other than specifically provided by the terms of their employment.

g. Suppression and Damage Collection: Nothing in this Agreement shall preclude the Forest Service or the State from collecting damages and suppression costs from third parties (civil actions for recovery will be taken independently) under the civil liabilities provisions of Federal and State statutes and common law in a manner provided by applicable law. However, whenever such collections have the effect of reducing the net expenditures of the Billing Agency, then the bill will be reduced proportionate to the amount collected.

h. Waiver of Claims: When personnel of the agencies who are party to this agreement are suppressing wildland fires on land for which a particular agency has jurisdiction, the Supporting Agencies shall not be liable to the Jurisdictional Agency. This liability includes loss, damage, and personal injury, including death, to each other's property, employees, agents, and contractors occurring in the performance of this Agreement.

Agencies will be liable for their own actions during Mutual Aid response or independent action as outlined in Reciprocal Fire Protection (Mutual Aid/Response) and Boundary Fires (**clauses C.2.d. and C.3.e.**) respectively.

Any State employee who participates in assistance under the terms of this Agreement who suffers disability or death as a result of personal injury arising out of and in the performance of duties in connection therewith, for the purpose of the Workmen's Compensation Act, is an employee of the State.

i. Third Party Claims: Any liability to third parties which may arise under the performance of this Agreement shall be determined under the Federal Tort Claims Act as to the Forest Service and under the laws of the State of Alaska as to the State.

j. Officials Not to Benefit: No member of, Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom, unless it is made with a corporation for its general benefit.

k. Amendments Procedure: This Agreement may be amended at any time by written mutual consent of both parties hereto.

l. Examination and Audit: The Forest Service and the State shall be subject to examination and audit for three years after final payment under the terms of this Agreement. Examination and audit shall be confined to those matters connected with the performance of this Agreement including, not limited to, the cost of administration.

m. Civil Rights: The Cooperators shall comply with all State and Federal statutes relating to nondiscrimination including, but not limited to: (a) the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, handicap, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 USC 1681-1683, and 1685-1686) which prohibits discrimination.

n. Performance: Any party shall have the right to enforce this Agreement by any available remedy under the laws of the United States or the State of Alaska.

o. Non-Fire Emergencies: This Agreement provides for cooperation between the Parties to this Agreement in accordance with law for non-fire emergencies.

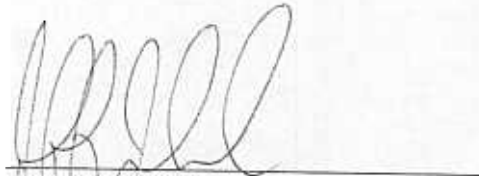
p. Duration of Agreement: The term of this Agreement shall commence on the date the last party signs below and shall continue for five years or until terminated . Either party shall have the right to terminate this Agreement between November 1 and March 30 upon 30 days written notice to the other.

q. Previous Agreement Canceled: This agreement supersedes the following fire protection agreement: Cooperative Fire Control Agreement between Alaska Department of Natural Resources, Division of Forestry, and Forest Service, United States Department of Agriculture Agreement No. 83008, signed 5/9/85.

r. Expiration of Agreement: This agreement expires on August 1, 2006, at which time it will be subject to review, renewal or expiration.

THE PARTIES HERETO have executed this Cooperative Fire Protection Agreement.

STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF FORESTRY



JEFF JAHNKE
State Forester

Date: 10/12/01

USDA FOREST SERVICE
ALASKA REGION

For 

STEVE BRINK
Acting Regional Forester

Date: 10-4-01

The authority and format of this instrument has
been reviewed and approved for signature.
/s/ Linda L. Jones July 20, 2000
FS Agreements Coordinator Date

**INTERAGENCY COOPERATIVE FIRE PROTECTION AGREEMENT
EXHIBIT A
GLOSSARY OF TERMS**

Agencies: The parties to this agreement

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

Agency Representative: An individual assigned to an incident with full authority to make decisions on all matters affecting that Agency's participation at the incident.

Appropriate Fire Management Response: Specific actions taken in response to a wildland fire to implement protection and fire use objectives.

Borough: Employees, elected officials, and appointed officers of a borough

Boundary Line Fire: This includes (1) a fire burning jointly on lands of two or more parties or will soon burn across the boundary line and the boundary line is known, (2) where the fire location is unknown, and the jurisdictional boundary on the ground is uncertain, or (3) where the location of a reported fire is uncertain in relation to the jurisdictional boundary.

Once the exact location of the fire is determined in relation to the jurisdictional boundary, it ceases to be a boundary fire unless falling in category (1) above.

Closest Forces Concept: The philosophy of committing the closest available appropriate resources, regardless of agency, for initial attack or for critical need.

Cooperator: Organized fire forces of other agencies, paid or volunteers, public or private, at the local, municipal, state, or federal level.

Cost Share Agreement: A document prepared between Federal, State and/or local agencies to distribute costs on a multi-jurisdictional incident or an incident that threatens or burns across boundaries of direct protection areas of the agencies.

Direct Costs: All costs associated with direct fireline/fireground operations and incident support ordered by or for the incident. Excludes administrative overhead costs.

Draw Down Level: A minimal level of resources usually available for initial attack to provide coverage for its area of responsibility. This level can change depending on local conditions. In the event that the required resources become unavailable, move up and cover resources will be needed to maintain the draw down level.

Fire: Except when stated otherwise, this is the same as wildland fire.

Fire Protection Services: Any or all activities that relate to managing fire or fuels on lands under the jurisdiction of any party to the agreement. Activities include, but are not limited to: fire prevention, detection, suppression forces, aviation operations, training, prescribed fire, fuels management, and support and facilitating services as used by either party.

ICS (Incident Command System): The common (NIIMS) emergency incident management system used on any incident or event and tailored to fit the specific management needs of the incident/event.

Indirect Cost: A fixed percentage rate as determined by the Indirect Cost Negotiation Agreement as in OMB Circular A-87. The rate will be specified in the Statewide Operating Plan.

Initial Attack Forces: Wildland fire suppression resources of agencies initially dispatched to a fire in accordance with a pre-existing local operating plan or mobilization guide.

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

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

Mutual Aid/Response: Assistance provided by a Supporting Agency at no cost to the Protecting Agency. Mutual aid/response is limited to those initial attack resources, or move-up and cover assignments that each can provide, and have been determined to be appropriate and are documented in Local Operating Plans. Sometimes called Reciprocal Fire Protection.

Offset Protection: The exchange of fire protection services between agencies for equal or comparable cost, acreage, complexity and other factors that may be appropriate.

Operating Plan - Local: An annual plan generated at the local level and authorized by the appropriate officials for implementing the Interagency Cooperative Fire Protection Agreement in their respective areas of responsibilities.

Operating Plan - Statewide: An annual plan that will include all statewide considerations for implementing the Interagency Cooperative Fire Protection Agreement. This will be developed at the state and regional level and approved by the appropriate officials for each agency.

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

Preparedness: Includes all fire management activities planned and accomplished in advance of wildland ignitions to ensure safe, efficient, and effective management actions.

Prescribed Fire: Any fire ignited by management actions to meet specific objectives. A written, approved prescribed fire plan must exist prior to ignition.

Prescription: Measurable criteria that guide selection of appropriate management response and actions. Prescription criteria may include safety, economic, public health, and environmental, geographic, administrative, social or legal considerations.

Prevention: Activities directed at reducing the number of human-caused fires, including such items as public education, law enforcement, dissemination of information, engineering, and the reduction of hazards.

Protection Area: That area which, by law or identified or authorized pursuant to the terms of this Agreement, is provided wildland fire protection by the State or by a Federal Agency. This may include lands protected under exchange or payment for protection.

Protection Area Maps: Official maps of the local operating plans that identify areas of direct fire protection responsibility for each Agency.

Protection Boundaries: Mutually agreed upon boundaries delineated on maps, or otherwise described, identifying areas of direct fire protection responsibility.

Reciprocal Fire Protection: Reciprocal fire suppression is the act of helping the Protecting Agency, at no cost for the first 24 hours or by agreement to suppress wildland fires. Reciprocity is attained by agreeing between each other the kind, location and numbers of fire fighting resources that will automatically initial attack a wildland fire

regardless of the protecting agency. The kind, locations, and numbers of resources that constitute reciprocity as defined in or through the Local Operating Plans. Reciprocity may be thought of as the implementing mechanism of the closest forces concept.

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

Resources: All personnel, items of equipment and aircraft available for assignment of tasks.

State: Department of Natural Resources, Division of Forestry, a statutory entity governed by the State of Alaska.

Suppression: All the work of confining and extinguishing a wildland fire beginning with its discovery through the conclusion of the incident.

Wildland: Lands with few or no permanent improvements.

Wildland Fire: Any non-structure fire, other than prescribed fire, that occurs in the wildland.

Wildland Fire Situation Analysis (WFSA): A decision making process that evaluates alternative management strategies against selected safety, environmental, social, economical, political, and resource management objectives as selection criteria, and describes the strategy to manage the incident.

**INTERAGENCY COOPERATIVE FIRE AGREEMENT
EXHIBIT B
OPERATING PLAN OUTLINE GUIDE**

The Operating Plan is a working document compiled each year by the participating agencies in the Agreement and can be developed at both the local and statewide level. This plan will be attached to and considered part of the Interagency Agreement (see Clause C.1.e. of the Agreement).

The plan should contain the following information, wherever applicable, and will follow the same format as this outline.

- Plan approvals from authorized agency representatives with signatures and dates.
- 2. Identification of the jurisdictions within the area of the plan.
- 3. Authority for plan: cite the Interagency Agreement.
- 4. Purpose of plan: brief narrative.
- 5. Definitions and description of:
 - A. Fire Protection Responsibilities
 - B. Mutual Aid/Response Dispatch Areas by Planning Levels
 - C. Mutual Aid/Response Move-up and Cover Facilities
 - D. Special Management Considerations (threatened and endangered species, archeological sites, urban interface areas, or other areas requiring special fire management procedures)
 - E. Responsibility for Non-Wildland Fire Emergencies
 - F. Repair of Wildland Fire Suppression Damage
- 6. Fire Protection Resource List including prevention, detection, ground and air attack units, supervisory personnel, draw down levels, and other cooperating agencies.
 - A. Kind (by ICS type)
 - B. Location
 - C. Anticipated Availability Period
 - D. Staffing Levels
 - E. Contact Points and Names
- 7. Protection Area Maps Showing
 - A. Jurisdictional Agency, Protection Unit, Borough Boundary, Area of Responsibility and Other Plan Needs
 - B. Fire Protection Facilities by Agency and Location

- C. Direct Protection Areas
 - D. Mutual Aid Response Areas
 - E. Special Management Consideration Areas
 - F. Date Effective
8. Fire Readiness
- A. Fire Planning
 - 1. Preparedness analysis plans
 - 2. Trigger points for increase/decrease in planning/staffing
 - 3. Prevention plans
 - 4. Prescribed fire plans
 - B. Wildland Fire Training Needs and Coordination
 - C. Inspection Schedules
9. Wildland Fire Suppression Procedures
- A. ICS Use
 - B. Detection Standards
 - C. Relationship with Local Mobilization Guide
 - D. Notification about Fires
 - E. Establishment and Revision of Mutual Aid Response Areas
 - F. Initial Attack Dispatch Levels and Their Determination
 - G. Dispatching and Resource Order Process
 - 1. Unified Command
 - 2. Boundary Fire
 - 3. Within and Outside Mutual Aid/Response Zone
 - H. Reinforcements and Support
 - I. Move-up and Cover Locations and Procedures
 - J. Interagency Procurement, Loaning, Sharing, or Exchanging and Maintenance of Facilities, Equipment, and Support Services
 - K. Interagency Sharing of Communications Systems and Frequencies
 - L. Wildland Fire Situation Analysis
 - M. State Emergency Fire Fund
 - N. Dispatch Centers or Other Incident Support Facilities

- O. Post-incident Action Analysis
- P. Out-of-Jurisdiction Assignments
 - 1. Standards
 - 2. Procedures
- 10. Aviation Procedures
 - A. Aviation Map and Narrative
 - 1. Hazards
 - 2. Sensitive Zones (urban interface, aquatic, nesting etc.)
 - 3. Helispots, dip sites
 - 4. Automatic dispatch zones (tied to preparedness planning)
 - 5. Detection routes
 - 6. Foam/retardant restriction areas
 - B. Flight Following/Frequency Management
 - C. CWN Aircraft, Tactical and Support Aircraft
 - D. Fixed Wing Base Management
 - E. Temporary Air Tanker Bases
 - F. Leadplane/Air Attack Activation
 - G. Aviation Requests and Operations
 - 1. Initial Attack
 - 2. Boundary Fires
 - 3. Procedures within and outside Mutual Aid/Response Zone
 - 4. Wildland Urban Interface
 - 5. Air Space Restrictions
 - 6. Availability for Resource Project Work
 - H. Inspection Schedules
- 11. Prevention
 - A. General Cooperative Activities
 - B. Information and Education
 - 1. Fire Danger Information
 - a. Fire Weather Station Locations
 - b. Data Sharing and Methods
 - c. Fire Danger dissemination
 - d. Fire Prevention Signs
 - 2. Joint or Single Agency Press Releases
 - 3. Fire Lose Prevention Programs
 - 4. Red Flag Operations
 - C. Engineering
 - Land Use Planning (wildland urban interface)

- 2. Defensible space and fuels treatments
- 3. Railroads and Utilities
- D. Enforcement
 - 1. Issuing Open Burning and Campfire Permits
 - 2. Restrictions and Closures, (initiating, enforcement, and lifting)
 - 3. Fire Investigations
- 12. Fuel Management and Prescribed Fire Considerations
- 13. Wildland Urban Interface
 - A. Responsibilities
 - B. Agreements with Volunteer Fire Departments
 - C. Assistance to Local Fire Departments
 - 1. Training
 - 2. Equipping
 - 3. Financial Assistance
- 14. Cost Reimbursements
 - A. Non-Reimbursable Items
 - B. Reimbursable Items
 - C. Wildland Fire Prevention
 - D. Wildland Fire Training
 - E. Wildland Fire Preparedness
 - F. Wildland Fire Suppression
 - G. Fire weather Programs
 - 1. Dispatching
 - 2. Initial Attack
 - 3. Mutual Attack
 - 4. Reinforcements
 - 5. Aviation
 - 6. Cost Share Plan
 - 7. Out-of-Jurisdiction Assignments
 - 8. Billing Procedures
 - 9. Resource Use Rates
 - G. Aviation
 - 1. Non Wildland Fire Use
- 15. General Procedures, How to handle:
 - A. Periodic Program Reviews

- B. Local Updating of Plans
 - C. Changes During Year (due to budget cuts or supplemental funding)
 - D. Resolution of Disputes Procedures
16. Directory of Personnel and/or Authorized Agency Representatives
- A. State of Alaska
 - B. USDA Forest Service
 - C. Boroughs
 - D. Fire Departments
 - E. Bureau of Indian Affairs
 - F. National Park Service
 - G. Fish and Wildlife Service
 - H. Bureau of Land Management

**EXHIBIT C
SAMPLE PROJECT PLAN**

**SUPPLEMENTAL NUMBER _____ TO
FIRE COOPERATIVE PROTECTION AGREEMENT
NUMBER**

PROJECT AND FINANCIAL PLAN

INTRODUCTION

Brief description, where located, NEPA status, design/specifications status.

II. SCOPE AND DURATION

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

III. PRINCIPAL CONTACTS

Principle contacts for each agency for the administration of the project are:

- Name
- Address
- Telephone
- Email
- FAX

DETAILED PROJECT DESCRIPTION

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

V. SUPERVISION AND TECHNICAL OVERSIGHT

VI. REIMBURSEMENT

Describe reimbursement and billing procedures.

VII. FINANCIAL PLAN

List which agency is reimbursing the other and detail items to be reimbursed. Include:

- Salaries
- Travel
- Supplies
- Equipment Use
- Indirect Cost

Project Total

Job code/account to be charged _____ . Reimbursement shall be made only for actual expenses incurred. Itemized documentation in support of all expenses is required.

VIII. SIGNATURES

Agency Representative

Agency

Agency Representative

Agency