

# MNICS COOPERATIVE FIRE PROTECTION AGREEMENT

Between

UNITED STATES DEPARTMENT OF THE INTERIOR

NATIONAL PARK SERVICE  
Midwest Region, DUNS Number 121195259

BUREAU OF INDIAN AFFAIRS  
Midwest Region: A14AC00105 DUNS Number: 926038407

UNITED STATES FISH AND WILDLIFE SERVICE  
Midwest Region DUNS Number: 151157950

UNITED STATES DEPARTMENT OF AGRICULTURE  
FOREST SERVICE  
Superior National Forest and the Chippewa National Forest  
14-FI-11090900-14

STATE OF MINNESOTA  
Department of Natural Resources  
DUNS Number: 805339991

MINNESOTA DEPARTMENT OF PUBLIC SAFETY  
DIVISION OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT  
Duns Number: 8048867290000

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I. BY THE FOLLOWING AUTHORITIES:

- Reciprocal Fire Protection Act of May 27, 1955, (69 Stat. 66; 42 U.S.C. 1856) (Federal Agencies)
- Timber Protection Act of September 20, 1922, 16 U.S.C. 594, 42 U.S.C. Stat. 857
- Economy Act of June 30, 1932, (31 U.S.C., 1535 as amended) (Federal Agencies)
- Disaster Relief Act of May 22, 1974, (42 U.S.C. 5121 as amended) (Federal Agencies)
- Robert T. Stafford Disaster Relief and Emergency Assistance Act (P.L. 93-288) (Federal Agencies)
- Homeland Security Act of 2002 (H.R. 5005-8)
- Homeland Security Presidential Directive-5 (HSPD-5)
- Watershed Restoration and Enhancement Act of 1998, P.L. 105-77 (Federal Agencies)
- National Indian Forest Resources Management Act (P.L. 101-630, Title III) (Interior Agencies)
- Granger-Thye Act of April 24, 1950, (16 U.S.C., Sec 572) (USFS)
- Cooperative Funds and Deposits Act of Dec 12, 1975, (Pub. L. 94-148, 16 U.S.C. 565 a1-a3, as amended by the Consolidated Appropriations Act 2008 P.L. 110-161, Division F, Title IV, Sec 417 and the Omnibus Public Land Management Act, Pub. L. 111-11, Sec. 3001.) (USFS)
- The Taylor Grazing Act of June 28, 1934, (48 Stat. 1269; 43 U.S.C. 315) (BLM, FS)
- Cooperative Forestry Assistance Act of July 1, 1978, as amended (16 U.S.C. 2101) (USFS)
- Cooperative Funds Act of June 30, 1914, (16 U.S.C. 498) (USFS)
- Department of the Interior and Related Agencies Appropriations Act, 1999, as included in P.L. 105-277, section 101(e);
- Federal Land Policy and Management Act of Oct. 21, 1976, (P.L.94-579; 43 U.S.C.)(BLM)
- NPS Organic Act (16 U.S.C.1) (NPS)
- National Wildlife Refuge Administration Act of 1966 (16 U.S.C. 668dd-668ee, 80 Stat. 927, as amended) (FWS)n
- National Wildlife Refuge System Improvement Act of 1997 (P.L. 105-57) (FWS)
- Interagency Agreement for Fire Management, FS No. 97 SIA-004, Amendment No. 1
- Minnesota Statutes 84.025 subd. 7., 89.01 subd. 4 and 90.041 subd. 1 and 471.59.

## II. PURPOSE

The purpose of the Cooperative Fire Protection Agreement (hereinafter called the Agreement) is to document the commitment of the Agencies to this Agreement to improve efficiency by facilitating the coordination and exchange of personnel, equipment, supplies, services, and funds among the Agencies to this Agreement in sustaining wildland fire management activities, including but not limited to prevention, preparedness, communication and education, training, fuels treatment and hazard mitigation, fire planning, response strategies, tactics and alternatives, suppression and post-fire rehabilitation and restoration.

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

### 1. Agencies to this Agreement

- The Minnesota Department of Natural Resources (DNR), hereinafter called the DNR; and
- The Minnesota Department of Public Safety, Division of Homeland Security and Emergency Management, hereinafter called HSEM; and
- The Superior National Forest and the Chippewa National Forest and; hereinafter called the USFS; and
- The United States Department of the Interior, National Park Service, Midwest Region, hereinafter called the NPS; and
- The United States Department of the Interior, Fish and Wildlife Service, Midwest Region, hereinafter called FWS; and
- The United States Department of the Interior, Bureau of Indian Affairs, Midwest Regional Office, hereinafter called the BIA; and
- The USFS, NPS, FWS, and the BIA may hereinafter be jointly called the Federal Agencies.
- The DNR and HSEM may hereinafter be jointly called the State Agencies.
- The DNR and HSEM and other state government entities may hereinafter

be called the State.

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

2. **Common Understanding of Words and Phrases**

Words and phrases used herein may have different meanings or interpretations for different readers. To establish a "common" understanding, words and phrases as used herein are defined in the *Glossary of Wildland Fire Terminology* found on the "Publications" page of the National Wildfire Coordinating Group webpage [www.NWCG.gov](http://www.nwccg.gov), at <http://www.nwccg.gov/pms/pubs/glossary/index.htm>, and in *Exhibit A, Glossary or Terms*.

3. **Incorporation of Exhibits into Agreement**

The following exhibits are hereby incorporated into this Agreement:

Contents

- A. Glossary of Terms
- B. Principal Contacts
- C. Operating Plan Outline Guide (sample)
- D. Reimbursable Billings and Payments
- E. Project and Financial Plan (sample)
- F. Cost Share Agreement (sample)
- G. MNICS/MIFC 2015 Financial/Operating Plan (sample)

Exhibits to this Agreement may be revised upon request of the Agencies through execution of the Statewide Annual Operating Plans. The latest revision of any Exhibit will automatically be incorporated into this Agreement without necessitating a formal modification as defined in Agreement Clause 65.

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

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

5. **Hierarchy and Precedence for Agreements, Exhibits, etc.**

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

- A. This Agreement
- B. Statewide Operating Plan
- C. Exhibits to this Agreement
- D. Zone or Local Operating Plan
- E. Project and Financial Plan

### III. RECITALS

- A. Lands for which the State is responsible for wildland fire protection in Minnesota and the lands for which the respective Federal Agencies are responsible are intermingled or adjacent in some areas, and wildland fires on these intermingled or adjacent lands may present a threat to the lands of the other;
- B. The Agencies maintain fire protection and fire management organizations;
- C. It is to the mutual advantage of the State Agencies and Federal Agencies to this Agreement to coordinate efforts for the prevention, detection, and suppression of wildfires, fuels management, use of wildland fire, non-wildland fire emergencies (as authorized), and cooperative projects for resource protection in and adjacent to their areas of responsibility, and to limit duplication and improve efficiency and effectiveness;
- D. It is the intent of the Agencies signatory to this Agreement that DNR resources be available to assist in fire management activities on all federal lands, and on other lands upon which the Federal Agencies are responsible to protect;
- E. It is the intent of the Agencies signatory to this Agreement that federal resources be available to assist in fire management activities on all state, tribal and private lands the DNR is responsible to protect;
- F. The USFS, BIA, NPS, and FWS have entered into a national Interagency Agreement for Fire Management to cooperate in all aspects of fire management. It is noted that local fire resources are often mobilized within a state pursuant to a separate state Memorandum of Understanding (MOU) or agreement with local fire departments or fire organizations, with reimbursement handled according to the terms detailed within that agreement.

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

### IV. INTERAGENCY COOPERATION

- 6. **Direction**  
All aspects and clauses of this Agreement are constrained to apply within the limits of laws, regulations and policies that apply to each partner agency.
- 7. **Local Cooperative Initiatives**  
Agencies will encourage and support local cooperative initiatives that enhance cooperation and improve coordination and efficiencies.
- 8. **Minnesota Incident Command System (MNICS)**

MNICS provides coordination and recommendations for all interagency wildland fire protection activities in Minnesota, as described in the MNICS Charter. MNICS is composed of the Federal Agencies: NPS, BIA, FWS, USFS; and the State of Minnesota: DNR and HSEM. The Minnesota State Fire Chiefs Association is an ex-officio member of MNICS, but not a signatory to this Agreement. It is intended that this Agreement be implemented under the auspices of MNICS, rather than through individual Agencies, to the maximum extent feasible.

The MNICS Board of Directors (BOD) will provide coordination and assistance for all fire protection activities within the protection areas of the Agencies that are signatory to this agreement. The MNICS BOD will consist of the following:

- DNR Director, Division of Forestry
- USFS Forest Supervisor, Superior National Forest
- USFS Forest Supervisor, Chippewa National Forest
- BIA Regional Director, Midwest Region
- NPS Park Superintendent, Voyageurs National Park
- FWS Regional Refuge Supervisor, Region 3
- HSEM Director, Homeland Security & Emergency Management

BOD members may designate alternates to perform certain duties as allowed under their respective individual authorities

The MNICS Taskforce will oversee the day-to-day operations of MIFC and fire management activities for the agencies located in Minnesota. The Taskforce reports directly to the MNICS BOD. Taskforce members will consist of the following or their formally designated representative:

- DNR Wildfire Suppression Supervisor
- USFS Forest Fire Management Officer, Superior and Chippewa National Forests
- BIA Fire Management Officer, Minnesota Agency/Red Lake Forestry
- NPS Fire Management Officer, Voyageurs National Park
- FWS Zone Fire Management Officer
- HSEM NE Regional Program Coordinator

The MIFC Center Manager works for the Taskforce and facilitates Taskforce meetings. The MIFC Information Officer also works for the Taskforce and disseminates MNICS information.

MNICS will use working teams to help develop procedures and guidelines and to oversee implementation. As deemed appropriate, other ad-hoc members from other cooperating agencies and/or associations that are not parties to this Agreement may provide technical assistance on these working teams. Working teams may include but are not limited to the following:



- Air Operations
- Communications
- Dispatch
- Finance
- Geographic Information Systems (GIS)
- Information Management
- Logistics
- Operations
- Prescribed Fire and Fuels Management
- Prevention
- Training
- Information Technology

9. **Joint Projects and Local Agreements**

The DNR and/or any of the Federal Agencies may jointly conduct mutual interest projects, within their statutory authority and policy, to maintain or improve the fire management capability of the agencies. These projects may be in such activities as suppression, dispatch, prevention, investigation, pre-attack planning, fuels management, prescribed fires, aviation operations, fire operations, training, fire management analysis and planning, ignition management planning, fire area rehabilitation, public affairs, presuppression land rehabilitation, wildland/urban interface fire coordination and other beneficial efforts. Such projects will be documented in operating plans, project plans, local agreements, or other appropriate written documents. Documentation will include the objectives, role of each Agency, and each Agency's share of costs.

Project plans may be executed by unit administrators of the agencies to this Agreement and billed according to *Exhibit D, Reimbursable Billings and Payments*, and *Exhibit E, Project and Financial Plan (Sample)*. Such local arrangements shall not be in conflict with the terms of this Agreement. Local agreements may be executed as delegated to unit administrators of Agencies party to this Agreement.

For Minnesota Agencies the unit administrators are defined as the MNICS Board of Directors or their authorized representatives.

10. **Eastern Area Coordinating Group (EACG)**

This group shall provide coordination and recommendations for all interagency fire management activities in the 20 Northeastern states. Membership, procedures, and guidelines will be agreed to and documented in the EACG Charter.

11. **National Incident Management System:**

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

will be expected to follow the National Wildfire Coordinating Group's (NWCG) National Interagency Incident Management System (NIIMS) minimum standards as defined in the *Wildland Fire Qualifications Systems Guide* (PMS-310). These NWCG minimum standards are DHS NIMS compliant. The following NIMS concepts will be followed as they are implemented: Incident Command System (ICS), qualifications system, training system, the management of publications, and participating in the review, exchange and transfer of technology as appropriate for providing qualified resources, and for the management of incidents covered by this Agreement.

12. **Multi-Agency Coordinating (MAC) Groups**

During periods when fire management activity is significant enough to require prioritization of fires, in order to allocate critical or scarce resources, the MNICS organization will use a MNICS MAC group for incidents in Minnesota. The MNICS Taskforce members will serve as the representatives for the MAC group with BOD members participating as needed. EACC may establish a MAC group to set priorities for its geographical areas.

13. **Operating Plans**

Operating Plans will be developed at the state level and will tier to this Agreement. *Exhibit C, Annual Operating Plan Outline Guide (Sample)*. The following Operating Plans are listed in descending order of precedence:

- A. **Eastern Area Geographic Area Operating Plans:** Geographic Area Operating Plans will address issues affecting geographic area-wide cooperation. The Geographic Area Operating Plan will be approved by the signatory State and Federal EACG member agencies. The Eastern Area Mobilization Guide will be identified as, and be considered, part of the Geographic Area Operating Plan.
- B. **Statewide Operating Plan** *Exhibit C, Annual Operating Plan Outline Guide (Sample) and Exhibit D, Reimbursable Billings and Payments:* The Statewide Operating Plan and accompanying exhibits will address issues affecting statewide cooperation. The MNICS BOD will have signatory authority for approving Statewide Operating Plans.
- C. **MNICS/MIFC Financial/Operating Plan:** The MNICS/MIFC Financial/Operating Plan will be approved by the MNICS Board of Directors. Modifications to the MNICS/MIFC Financial/Operating Plan only need to be approved by the agencies affected by the modification.
- D. **Unit Level Operating Plans** (Forest, Preserve, Park, Management Area): Unit level operating plans only need to be approved by the units affected by the plans.

- E. **Project Plans** are plans developed for specific non-suppression, fire related projects. Such projects will be documented in local agreements, or other appropriate written documents. Documentation will include the objectives, specific authorizing law, role of each Agency, and each Agency's share of cost (See Exhibit E for a Supplemental Project Plan.) The MNICS Board of Directors have the authority to approve Project Plans for fire management activities within the State of Minnesota

14. **Interagency Dispatch Center and Cache**

The Agencies agree to maintain, support, and participate in the Minnesota Interagency Fire Center (MIFC), the Northeast Area Interagency Incident Support Cache and the National Symbols Cache. Staffing, funding, and level of participation will be agreed to and documented in annual operating plans, separate agreements and/or appropriate mobilization guides. The *Minnesota Interagency Mobilization Guide* will be the primary document to identify approved policy and procedures for dispatching fire resources.

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

The Northeast Area Interagency Incident Support Cache: The DNR and the USFS jointly manage the Northeast Interagency Incident Support Cache including the National Symbols Cache. These agencies will continue to work cooperatively to manage and operate the cache. Annual operating plans will be prepared and the plans approved by the Director of the DNR Division of Forestry and the Forest Supervisor of the Superior National Forest.

15. **Eastern Area Coordination Center(EACC)**

The Agencies to this Agreement recognize the Eastern Area Coordination Center in Milwaukee, Wisconsin, as the Geographic Area Coordination Center (GACC) for the Eastern Geographic Area. The Agencies to this Agreement will coordinate incident management activities and resource movements through the GACC as appropriate. No Agency is precluded from independent movement of resources. It is recognized that the State may move resources within the Great Lakes Forest Fire Compact as authorized by the Compact agreement.

16. **Interagency Resources**

Interagency funding, staffing, and use of resources and facilities will be pursued by all parties to this Agreement whenever an interagency approach is appropriate and cost effective. Shared staffing and funding will be commensurate with each Agency's use of resources, will be agreed to and documented in local operating plans, and will be subject to the availability of appropriations.

To the extent practical, additional preparedness resource requests will be

coordinated. The coordination process will be identified in the Operating Plan.

The Eastern Geographic Area Coordinating Group will establish operating plans for management of the Eastern Area's interagency IMT. The MNICS organization will be responsible for establishing and managing the MNICS IMTs.

17. **Standards**

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

18. **Definition of Responsibilities**

The Agencies to this Agreement shall be distinguished as follows:

- A. Jurisdictional Agency – An Agency having overall land and resource management responsibility for a specific geographical or functional area as provided by federal or state law. Under no circumstances will a Jurisdictional Agency abdicate legal responsibilities as provided by federal or state law.
- B. Protecting Agency - The Agency responsible for providing direct incident management and services to a given area pursuant to its jurisdictional responsibility or as specified by federal or state law, contract or agreement.
- C. Supporting Agency – An Agency providing suppression or other support and resource assistance to a protecting agency.

19. **Protection Planning**

Annually, Unit Administrators will determine efficiencies to be gained from reciprocal assistance and acquisition of protection services. Operating Plans will document decisions. Plans should be reviewed and agreement reached concerning such items as placement of crews, engines, air tankers, helicopters, fixed and aerial detection, regulated use, closures and other joint fire suppression efforts.

20. **Protection Areas and Boundaries**

Protection areas, as defined by boundaries, will be mapped and or described, and made a part of Operating Plans.

21. **Methods of Fire Protection and Suppression**

One agency may provide fire protection services on lands under the jurisdiction of another, within their authority and as authorized by law. The following are different methods to provide those services:

- A. Reciprocal (Mutual Aid) Fire Protection: As deemed appropriate, the Agencies may, by agreement in Operating Plans, establish reciprocal initial attack zones for lands of intermingled or adjoining protection responsibility. Within such zones, a Supporting Agency will, upon request or voluntarily, take initial attack action in support of the Protecting Agency.

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

Under no circumstances will Supporting Agencies be required to deplete local resources to honor a request.

Aviation resources will be outlined separately for mutual aid response in the Operating Plans as applicable.

- B. Reimbursable (Cooperative) Fire Protection: The Protecting Agency may request suppression resources of other Agencies for its protection work. Such resources shall be paid for by the Protecting Agency. *See Exhibit D, Reimbursable Billings and Payments.*
- C. Exchange (Offset) Fire Protection: Agencies may exchange responsibility for fire protection for lands under their jurisdiction. The rate of exchange will be based upon comparable cost, acreage involved, complexity, and other factors as appropriate and mutually agreed to by the Agencies. Exchange zones will be documented in the Operating Plans. Operating Plans will be valid for the duration of this agreement and can be modified as necessary. Approving officials will be the MNICS Board of Directors whose units are affected by the Operating Plan.

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

When working under this agreement, unless specified otherwise in a separate agreement or 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. The exception is if all the parties involved are Federal Agencies. The National Agreement

between the Department of the Interior Agencies and the USDA Forest Service states that the parties agree not to bill each other for suppression services.

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

22. **Fire Prevention**

The Agencies will cooperate in the development and implementation of fire prevention programs. Unit Administrators will assure that fire prevention goals and activities are planned at local levels and, where applicable, are addressed in Operating Plans. Specific fire prevention plans should be developed by local interagency fire management personnel. The Agencies to this Agreement may pool resources and share costs. Unit Administrators are encouraged to participate in local fire prevention cooperatives, organizations, or groups, where applicable.

23. **Public Use Restrictions**

If applicable, guidelines for implementing restrictions and closures shall be established by a separate Memorandum of Understanding; or will be addressed in the Operating Plan.

24. **Burning Permits**

Burning permit procedures, where applicable, will be included in local Operating Plans. If authorized by State and Federal law, federal employees or their agents may be granted authority by the States to issue burn permits when it is determined to be in their mutual interest.

25. **Prescribed Fire and Fuel Management**

The Agencies agree to cooperate in the development and implementation of prescribed fire and fuels management programs. Any Agency within this Agreement may provide assistance to another Agency as requested and agreed to for the purposes of performing prescribed fire or other fuels management work. Conditions of the assistance and details related to reimbursement will be agreed to and documented, through the procurement or project plan process. This includes costs associated with personnel, ground and/or aviation assets. *Exhibit E, Project and Financial Plan*. Parties to this Agreement will pursue all avenues available within the law, statute, policy and procedure to cooperate across jurisdictional boundaries.

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

26. **Escaped Prescribed Fires**

Wildfire resulting from escaped prescribed fires that were ignited by, managed at the direction of, and/or under the supervision of an Agency to this Agreement shall be the responsibility of the agency initiating the prescribed fire. Unless otherwise agreed, all suppression costs and associated damages are the responsibility of the Agency(s) initiating the prescribed fire.

When Agencies conduct a cooperative prescribed fire, the responsibility for suppression costs, should prescribed fire be converted to a wildfire, shall be agreed upon and documented in the project plan.

**V. OPERATIONS**

27. **Response to Wildland Fire**

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

A "Special Management Considerations" section in the Agency Operating Plan, addressing resources and other management concerns, will be used by Unit Administrators of the Agencies to identify areas of special management consideration, and to communicate appropriate fire management actions and any restrictions in firefighting tactical techniques to an Incident Commander. All suppression costs with respect to application of special management considerations will be paid by the Jurisdictional Agency. The Jurisdictional Agency shall have the authority to assume full management of any wildland fires on their jurisdictional lands in the special management areas. Special management areas will be delineated in the Operating Plans.

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

Each Annual Operating Plan must address how the entities will handle cost-sharing for wildland fires that spread to another jurisdiction. Entities should recognize that, as in the *Guidance for Implementation of Federal Wildland Fire Management Policy (2009)*, a wildland fire may concurrently be managed for one

or more objectives. Additionally, objectives can change as the fire spreads across the landscape, affected by changes in environmental conditions, human influence, and institutional factors. Simply stated, some portions of a wildland fire may receive a protection objective while other portions are managed for resource objectives, and those portions and objectives might change at some time over the duration of the event. The intent should never be to allow a wildland fire to burn onto a jurisdiction that does not want it. All parties should be involved in developing the strategy and tactics to be used in preventing the fire from crossing the jurisdictional boundary, and all parties should be involved in developing mitigations that would be used if the fire crosses jurisdictional boundaries.

28. **Licensing**

Drivers and equipment operators will hold appropriate operating licenses to meet state and federal laws. Employees of the agencies to this Agreement may operate each other's vehicles provided the operator is qualified by the current operating guidelines and training requirements of their own Agency unless the Agency supplying the vehicle does not allow it. Driving will be for official purposes only.

29. **Training**

The Agencies will cooperate to assure that training is provided that will produce safe and effective fire management and aviation programs. The intent is to champion high-quality training, to minimize training costs by sharing resources, and to standardize training.

30. **Communication Systems**

The Agencies may mutually agree to allow one another the use of communications systems such as radio frequencies and talk groups, computer system access, data transmission lines, and communication sites when there is a mutual benefit to the Agencies. Such agreement shall be approved only by Agency authorized personnel.

31. **Fire Weather Systems**

The Agencies to this Agreement will cooperate in the gathering, processing, and use of fire weather data, including the purchase of compatible sensing systems and the joint use of computer software. The Agencies will jointly evaluate and agree to any deletions or additions to the system. The National Fire Danger Rating System (NFDRS) and the Canadian Forest Fire Danger Rating System (CFFDRS) are the fire danger rating systems used in Minnesota.

32. **Smoke Management**

Within their authorities, the Agencies to this Agreement will cooperate in smoke management programs.

33. **Aviation Operations**

A. 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 Operation Plans.

- B. Pilot and Aircraft Approvals: Federal policy requires Federal and State pilots and aircraft to be inspected and approved by carding or letter of certification by the Forest Service or the USDI Aviation Management Directorate (AMD) for Federal Agency missions or transport of Federal employees.
- C. Contract/Rental Vendors: Federal policy requires that pilots and aircraft be inspected and carded, either by the Forest Service, the USDI-AMD, Department of Transportation, or Federal Aviation Administration as required. This inspection/carding process may be done jointly by the Federal agencies, or by one Federal Agency acting in the lead role. Upon request, State of Minnesota staff may participate in USDI-AMD and/or Forest Service inspection and carding of vendors located within the State of Minnesota.

34. **Closest Forces Concept**

The guiding principle for dispatch of initial attack suppression resources is to use the closest available resource regardless of which Agency the resources belong, and regardless of which Agency has protection responsibility. In order for this concept to be successful, each Agency must have the appropriate resources available commensurate with each Agency's current fire danger and activity.

35. **Shared Resources**

Agency funding, staffing, and utilization of aircraft, engines, crews, or fire facilities may be pursued wherever a reciprocal 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 Operating Plan.

36. **Fire Notifications**

Each Agency will promptly notify the appropriate protecting Agency of fires burning on or threatening lands for which that Agency has protection responsibility. Likewise, protecting Agencies will promptly inform Jurisdictional Agencies whenever they take action on fires for which the Protecting Agency is responsible.

37. **Protection Priorities**

The protection of human life is the single, overriding suppression priority. Setting priorities among protecting human communities and community infrastructure, other property and improvements, and natural and cultural resources will be done based on human health and safety, the values to be protected and the costs of protection. Once people have been committed to an incident, these human resources become the highest value to be protected.

38. **Boundary Line Fires**  
A fire burning on, or within one mile of a protection boundary will be the initial attack responsibility of the protecting agencies on either side of the boundary. The involved Agencies may establish a unified command structure for the incident. The Incident Commanders of the involved Agencies should mutually agree upon fire suppression objectives, strategy, and the commitment and funding of agency suppression resources. When a fire burns on both sides of a protection boundary, beyond the mutual aid period, a cost share agreement should be prepared and approved by the Unit Administrator or their designee for all actions as outlined in Cost Sharing. A sample agreement is attached. See Exhibit F. Supplemental Fire Suppression and Cost Share Agreement.
39. **Independent Action**  
Except as otherwise limited in Operating Plans, nothing herein shall prohibit any Agency, on its own initiative, from going upon lands known to be protected by another Agency to this Agreement to engage in suppression of wildfires, when such fires are a threat to lands that are that Agency's protection responsibility. In such instances, the Agency taking action will promptly notify the protecting Agency. These Protecting Agencies' actions will be commensurate with the Jurisdictional Agencies land management considerations, and subject to the laws and regulations of the Jurisdictional Agency. The Protecting Agency will assume command of all fire suppression action when a qualified Incident Commander of that agency arrives at the fire.
40. **Wildland Fire Decision Support System (WFDSS)**  
The Wildland Fire Decision Support System (WFDSS) is a web-based decision support system, which replaces the Wildland Fire Situation Analysis (WFSa), Wildland Fire Implementation Plan (WFIP), Long-Term Implementation Plan (LTIP), and Strategic Implementation Plan (SIP).  
The Federal Agencies' policies require that WFDSS be completed for wildfires on Federal land. This procedure requires Federal Agency Unit Administrator participation. When wildfires occur on State-protected Federal lands, the responsible unit administrator will actively involve the State in this process. Operating Plans will contain procedures for development and Unit Administrator approval of the Wildland Fire Decision Support System. Responsibility for strategic and tactical implementation shall rest with the Incident Commander.
41. **Delegation of Authority**  
Operating Plans will document procedures and criteria for Unit Administrators to specify direction, authority, and financial management guidelines to Incident Commanders for large incidents.
42. **Determination of Cause and Preservation of Evidence**  
As initial action is taken on a fire, the initial attack forces, regardless of whether they are Jurisdictional Agency, Protecting Agency or Supporting Agency, will immediately gather and preserve information and evidence pertaining to the origin

and cause of the fire. Agencies shall render mutual assistance in investigation and law enforcement activities and in court prosecutions to the fullest extent possible. Each Agency shall be responsible for fire-related law enforcement activities on wildfires that originate on their respective lands.

43. **Fire Reports**

In incidents where the Protecting Agency is not the Jurisdictional Agency, the Protecting Agency will make every effort to furnish a copy of their fire report to the Jurisdictional Agency within 15 days after the fire is declared out.

44. **Post-Fire Analysis**

To benefit from lessons learned on fire incidents falling under the terms of this Agreement, the Agencies may conduct post-fire analyses. Such critiques or reviews will be conducted jointly by the DNR and/or the affected Federal Agency(s). These analyses may be requested by the Jurisdictional, Supporting, or Protecting Agencies.

**VI. USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES**

45. **Appropriated Fund Limitation**

Nothing herein shall be considered as obligating any Agency to this Agreement to expend funds, or as involving the United States, or the State of Minnesota, in any contract or other obligation for the future payment of money in excess of or in advance of appropriated funds available for payment to meet the commitments of this Agreement and modifications thereto, except as specifically authorized by law.

46. **Reimbursable Assistance**

Reimbursable Assistance refers to those fire suppression resources that are to be paid for by the Protecting Agency. Reimbursable Assistance resources must be requested by the Protecting Agency or supplied through 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. Except as otherwise provided, all costs incurred as the result of an incident and documented as stated above are generally reimbursable, such as but not limited to: (See Reimbursable Costs - *Exhibit A Glossary of Terms*)

- A. Costs incurred for suppression and move-up and cover resources.
- B. Transportation, salary, benefits, and per diem of individuals assigned to the incident.
- C. Additional support dispatching services requested through a resource order.
- D. Cost of equipment in support of the incident; contract equipment costs and operating cost for agency equipment.
- E. Operating supplies for equipment assigned to the incident, such as fuel,

- oil, and equipment repairs.
- F. Aircraft, airport fees, foam and retardant costs.
- G. Agency-owned equipment and supplies lost, damaged, or expended by the Supporting Agency.
- H. Cost of reasonable and prudent supplies expended in support of the incident.
- I. Charges from the State for State-controlled resources such as inmate crews, National Guard resources, and local resources.
- J. Indirect rate costs – as specified in the Annual Operating Plan

The resources of the State of Minnesota, identified in Cooperative Resource Rates Forms, are defined as cooperators, not contractors for the purposes of fire management activities.

47. **Duration of Assignments**

Consideration must be given to the health and safety of personnel when assigned to fires. The Agencies agree that Incident Commanders will release suppression resources to their primary responsibilities as soon as priorities allow. Incident Commanders shall adhere to work/rest policies of respective responding Agencies.

48. **Supplemental Fire Suppression and Cost Share Agreement**

Whenever multiple jurisdictions are affected due to the placement of a fire, the agencies involved should develop and implement a Supplemental Fire Suppression and Cost Share Agreement. Acceptable forms of the cost share mix are limited to those listed in item #10 of *Exhibit F, Cost Share Agreement*. Except as otherwise provided by Clauses 39 (Independent Action), and 51 (Billing Procedures), a Cost Share Agreement will be approved by the responsible Unit Administrators (as defined in *Exhibit A, Glossary of Terms*) or their authorized representatives when the incident involves lands of more than one Protecting Agency (see Clause 38, Boundary Line Fires, and *Exhibit F, Cost Share Agreement*).

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

49. **Procurement**

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

The State Agencies receive their procurement authority from State laws, and are therefore not subject to Federal procurement laws. Whenever a State Agency 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.

50. **Loaned Equipment and Supplies**

Equipment and supplies, (i.e. commonly used fire cache items such as pumps, hoses, nozzles, etc.) loaned to another Agency shall become the responsibility of that Agency, and shall be returned in the same condition as when received, reasonable wear and tear excepted. Notwithstanding the general waiver of claims against each other, and as determined by the loaning agency, the receiving Agency will repair or reimburse for damage in excess of reasonable wear and tear and will replace or reimburse for items lost, destroyed, or expended.

51. **Billing Procedures**

Specifics for billing procedures will be detailed in *Exhibit D, Reimbursable Billings and Payments*.

52. **Cost Recovery**

Authority to recover suppression costs and damages from individuals causing a fire varies depending on contracts, agreements, permits and applicable laws. The authorized representatives of affected agencies will attempt to reach mutual agreement as soon as possible after a fire on the strategy that will be used to recover suppression costs and damages from the individuals liable for such costs and damages. Such strategy may alter interagency billing procedures, timing and content as otherwise provided in this Agreement. Any Agency may independently pursue civil actions against individuals to recover suppression costs and damages. In those cases where costs have been recovered from an individual, reimbursement of initial attack, as well as suppression costs to the extent included in the recovery, will be made to the Agency taking reciprocal action.

## **VII. GENERAL PROVISIONS**

53. **Personnel Policy**

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

54. **Federal Employee's Compensation Act (FECA)**

All federal employees, casuals, and personnel covered by a written agreement that contains FECA authorities, who sustain job-related injuries and illnesses in the

performance of duty, are covered by FECA (20 CFR 10). State employees are not covered under FECA unless they have been hired as Federal AD firefighters.

55. **Mutual Sharing of Information**

Subject to applicable state and federal rules and regulations, including the Privacy Act, agencies to this Agreement may furnish to each other, or otherwise make available upon request, such maps, documents, GIS data, instructions, records, and reports including, but not limited to, fire reports, employment records, and investigation reports as either Agency considers necessary in connection with the Agreement.

56. **Accident Investigations**

When an accident occurs involving the equipment or personnel of a Supporting Agency, the Protecting Agency shall take immediate steps to notify the Jurisdictional and Supporting agencies. As soon as practical, the Protecting Agency shall initiate an investigation of the accident. The investigation shall be conducted by a team made up of representatives from affected Agencies, as appropriate.

57. **Purchaser, Contractor, Operator, Permittee, Etc., Fires**

The Protecting Agency will notify the Jurisdictional Agency of any fire suspected to have been caused by a purchaser, contractor, operator or permittee, etc., of the Jurisdictional Agency as soon as it becomes aware of the situation. The Protecting Agency will be responsible for management of the fire under the provisions of this Agreement. Agencies will meet to determine a cost recovery process as outlined in Clause 52.

58. **Non-Wildland Fire and Medical Aid Responses**

This Agreement is not limited to wildland fire management and may include all-hazard incident responses. Agencies may support one another in emergency situations as provided by their policies, procedures, or other agreements. Agencies should assure that the proper Reimbursable Agreements and funding sources are in place prior to dispatching resources. Procedures for assistance are outlined in the National Response Plan. In the event of a Presidential Disaster Declaration or Stafford Act response, the Agencies may assist one another under the provisions of this Agreement as long as requested resources are available and all other provisions of this Agreement are met (42 U.S.C. 5122, 5187).

59. **Employment Policy**

Employees of the Agencies to this Agreement shall at all times be subject 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.

60. **Supplemental Fire Department Resources**

Resources dispatched through this Agreement, will not include "Supplemental

Fire Department Resources” which are defined as: *“Overhead tied to a local fire department generally by agreement that are mobilized primarily for response to incidents/wildland fires outside of their district or mutual aid zone. They are not a permanent part of the local fire organization and are not required to attend scheduled training, meetings, etc. of the department staff.”* Resource personnel will be limited to: State / Federal, fulltime, part-time, seasonal or contractual agency employees. All other non-agency personnel will be hired as Federal AD Firefighters in accordance with the current AD Pay Plan, (NWCG IIBMH).

61. **Third Party Claims**

Any liability to third parties which may arise under the performance of this Agreement shall be determined solely under the Federal Tort Claims Act as to the Federal Agencies; and under the Laws of the state of Minnesota as to the State Agencies.

62. **Damaged Equipment**

Damages to authorized equipment beyond normal wear and tear will be reimbursed by the requesting agency upon proper documentation as identified in the *Interagency Incident Business Management Handbook*.

63. **Waiver**

It is mutually agreed that the Agencies to this Agreement shall each be responsible for their own losses arising out of the performance of this Agreement. Each Agency hereby waives any claim against any other Agency for any loss or damage to the Agency or loss, damage, personal injury or death to its employees or agents, occurring as a consequence of the performance of this Agreement unless otherwise specified in this agreement; provided, this provision shall not relieve any Agency from responsibility for claims of third parties for losses for which the Agency is otherwise legally liable. Third party claims will be processed by the Protecting Agency.

As authorized within the provisions of 42 USC Chapter 15A – Reciprocal Fire Protection Agreements; this Agreement provides for the reimbursement of any party for all or any part of the cost incurred by such party in furnishing fire protection for or on behalf of any other party.

64. **Modifications**

Modifications within the scope of this Agreement shall be made by mutual consent of the Agencies, by the issuance of a written modification, signed and dated by all Agencies, prior to any changes being performed. No Agency is obligated to fund any changes not properly approved in advance.

65. **Examination and Audit**

Federal Agencies and State Agencies 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, but not limited to, the cost of administration.

66. **Civil Rights**

The Cooperators shall comply with all State of Minnesota 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 U.S.C. 1681 – 1683, and 1685 – 1686) which prohibits discrimination on the basis of sex.

67. **Annual Review**

If deemed necessary, representatives of State and Federal Agencies will meet and review matters of mutual concern. *Exhibit C, Annual Operating Plan Outline Guide (Sample)* and *Exhibit D, Reimbursable Billings and Payments* will be reviewed annually; and if necessary, will be revised and approved by the appropriate Agency representative as authorized in Section IV, Clause 14–B, C & D.

68. **Duration of Agreement**

The terms of this Agreement shall commence for each agency upon the date of their signature below and shall continue for five years from the date of the last signature, unless terminated earlier. Any party shall have the right to terminate this Agreement between November 1 and March 30 upon 30-days written notice to all parties.

69. **Previous Agreements Superseded**

This Agreement supersedes the following:

- Cooperative Agreement for Prescribed Fire and Wildland Fire Use – FS Agreement No. 07-FI-11090903-012;
- MNICS Cooperative Agreement – FS Agreement No. 07-FI-11090903-011; BIA: AGF20070004;
- 

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

70. **Authorized Representatives**

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



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

USDI FISH AND WILDLIFE SERVICE  
Midwest Region  
*Charles M. Wooley*  
Acting Regional Director

USDI NATIONAL PARK SERVICE  
Midwest Region

*2/51*  
*Thomas Melius*  
THOMAS MELIUS  
Regional Director

Date

Patty Trap  
Acting Regional Director

Date

*John H. [Signature]*  
Contracting Officer  
FWS

Date

Contracting Officer  
NPS

Date

USDI BUREAU OF INDIAN AFFAIRS  
Midwest Region

STATE OF MINNESOTA  
DEPARTMENT OF NATURAL RESOURCES

DIANNE ROSEN  
Regional Director

Date

Forrest Boe  
Director

Date

Contracting Officer  
BIA

Date

State of Minnesota  
Department of Homeland Security  
and Emergency Management

USDA Forest Service  
Chippewa National Forest

Kris Eide  
Director

Date

Darla Lenz  
Forest Supervisor

Date

USDA FOREST SERVICE  
Superior National Forest

USDA Forest Service

Brenda Halter  
Forest Supervisor

Date

Brenda Frenzel  
Grants Management Specialist

Date

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

USDI FISH AND WILDLIFE SERVICE  
Midwest Region

\_\_\_\_\_  
THOMAS MELIUS                      Date  
Regional Director

\_\_\_\_\_  
Contracting Officer                      Date  
FWS

USDI BUREAU OF INDIAN AFFAIRS  
Midwest Region

\_\_\_\_\_  
DIANNE ROSEN                      Date  
Regional Director

\_\_\_\_\_  
Contracting Officer                      Date  
BIA

State of Minnesota  
Department of Homeland Security  
and Emergency Management

\_\_\_\_\_  
Kris Eide                      Date  
Director

USDA FOREST SERVICE  
Superior National Forest

\_\_\_\_\_  
Brenda Halter                      Date  
Forest Supervisor

USDI NATIONAL PARK SERVICE  
Midwest Region

\_\_\_\_\_  
Patricia S. Trap                      Date 11-4-14  
Acting Regional Director

\_\_\_\_\_  
Contracting Officer                      Date 11-04-14  
NPS

STATE OF MINNESOTA  
DEPARTMENT OF NATURAL RESOURCES

\_\_\_\_\_  
Forrest Boe                      Date  
Director

USDA Forest Service  
Chippewa National Forest

\_\_\_\_\_  
Darla Lenz                      Date  
Forest Supervisor

USDA Forest Service

\_\_\_\_\_  
Brenda Frenzel                      Date  
Grants Management Specialist

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

USDI FISH AND WILDLIFE SERVICE  
Midwest Region

\_\_\_\_\_  
THOMAS MELIUS Date  
Regional Director

\_\_\_\_\_  
Contracting Officer Date  
FWS

USDI NATIONAL PARK SERVICE  
Midwest Region

\_\_\_\_\_  
Patty Trap Date  
Acting Regional Director

\_\_\_\_\_  
Contracting Officer Date  
NPS

USDI BUREAU OF INDIAN AFFAIRS  
Midwest Region

\_\_\_\_\_  
Diane K. Rosen 9/25/14  
DIANNE ROSEN Date  
Regional Director

\_\_\_\_\_  
Raeann K. K... 9/26/14  
Contracting Officer Date  
BIA

STATE OF MINNESOTA  
DEPARTMENT OF NATURAL RESOURCES

\_\_\_\_\_  
Forrest Boe Date  
Director

State of Minnesota  
Department of Homeland Security  
and Emergency Management

\_\_\_\_\_  
Kris Eide Date  
Director

USDA FOREST SERVICE  
Superior National Forest

\_\_\_\_\_  
Brenda Halter Date  
Forest Supervisor

USDA Forest Service  
Chippewa National Forest

\_\_\_\_\_  
Darla Lenz Date  
Forest Supervisor

USDA Forest Service

\_\_\_\_\_  
Brenda Frenzel Date  
Grants Management Specialist

USDI NATIONAL PARK SERVICE  
Midwest Region

THOMAS MELIUS  
Regional Director

*Patty Trap* *Date*  
*Acting Regional Director*

<i>Contracting Officer</i>	<i>Date</i>
<i>FWS</i>	

Contracting Officer NPS	Date
----------------------------	------

USDI BUREAU OF INDIAN AFFAIRS  
Midwest Region

STATE OF MINNESOTA  
DEPARTMENT OF NATURAL RESOURCES

DIANNE ROSEN  
Regional Director

Date

Forrest Boe 9/29/14  
Director Date

<i>Contracting Officer</i>	<i>Date</i>
<i>BIA</i>	

*State of Minnesota  
Department of Homeland Security  
and Emergency Management*

*USDA Forest Service  
Chippewa National Forest*

*Kris Eide* *Date*  
*Director*

*Darla Lenz* *Date*  
*Forest Supervisor*

USDA FOREST SERVICE  
Superior National Forest

USDA Forest Service

*Brenda Halter* *Date*  
Forest Supervisor

*Brenda Frenzel* Date \_\_\_\_\_  
Grants Management Specialist





## EXHIBIT A

### GLOSSARY OF TERMS

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

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

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

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

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

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

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

**Geographic Area Coordination Center (GACC):** The physical location of an interagency, regional operation center for the effective coordination, mobilization and demobilization of emergency management resources.

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

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

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



**Interagency:** Involvement of two or more Agencies.

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

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

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

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

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

**Preparedness:** Activities that lead to a safe, efficient, and cost effective fire management program in support of land and resource management objectives through appropriate planning and coordination.

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

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

**Procurement Documents:** Agency specific financial obligation documents.

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

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

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

**Protection Boundaries:** The exterior perimeter of an area within which a specified fire agency has assumed a degree of responsibility for wildland fire control.

**Protection Area Maps:** Official maps which identify areas of direct fire protection



responsibility for each agency.

**Reciprocal Fire Suppression:** Reciprocal fire suppression is the act of helping the protecting Agency, at no cost for the first 24 hours or by written agreement, to suppress wildfires. Reciprocity is attained by agreeing among agencies regarding the kind, location and numbers of firefighting resources which will automatically be made available as part of the initial response to a wildfire, regardless of the protecting Agency. The kind, locations, and numbers of resources which constitute reciprocity are defined in or through local operating plans. Reciprocity may be thought of as the implementing mechanism of the closest forces concept.

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

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

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

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

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

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

**Unit Administrator:** The individual assigned administrative responsibilities for an established organizational unit, such as Line Officer for the Forest Service, Agency Superintendent for the Bureau of Indian Affairs, Park Superintendent for the National Park Service, and Project Leader for Fish and Wildlife Service, Fire Supervisor for State.

**Wildfire:** An unplanned ignition or prescribed fire that is declared a wildfire. Wildland Fire: Any non-structure fire, that occurs in the wildland.

EXHIBIT B

PRINCIPAL CONTACTS

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

**US Fish and Wildlife Service**

**Russ Langford**

Zone Fire Management Office  
5600 American Blvd. W. Suite 990  
Bloomington, MN 55437  
W- 612-713-5498  
Fax 612-713-5287  
Cell 763-244-9844  
[Russ.Langford@fws.gov](mailto:Russ.Langford@fws.gov)

**Minnesota Homeland Security and  
Emergency Management**

**Roy Holmes**

Regional Program Coordinator  
402 SE 11<sup>th</sup> St  
Grand Rapids, MN 55744  
Phone 1 218-327-4497  
Phone 2 218 -259-2221  
ax 218-327-4527  
[Roy.holmes@state.mn.us](mailto:Roy.holmes@state.mn.us)

**Minnesota Department of Natural Resources**

**Ron Stoffel**

Wildfire Suppression Supervisor  
402 11<sup>th</sup> St. SE  
Grand Rapids, MN 55744  
Phone 1 218-327-4587  
Phone 2 218-244-1091  
Fax 218-327-4527  
[Ron.stoffel@state.mn.us](mailto:Ron.stoffel@state.mn.us)

**Superior/Chippewa National Forests**

**Doug Ottosen**

Fire Management Officer  
402 SE 11<sup>th</sup> St  
Grand Rapids, MN 55744  
Phone: 218-327-4568  
Fax: 218-327-4527  
[dottosen@fs.fed.us](mailto:dottosen@fs.fed.us)

**Bureau of Indian Affairs**

**Greg Peterson**

MN. Agency Fire Management Officer  
Federal Bldg. 522Minn Ave NW  
Bemidji, MN 56601-3062  
Phone 1 218-751-2011 x 408  
Phone 2 800-939-1744  
Fax 218-751-4367  
[greg.peterson@bia.gov](mailto:greg.peterson@bia.gov)

**National Park Service**

**Kurt Fogelberg**

Fire and Aviation Management Officer  
Midwest Regional Office  
361 Hwy 11 East  
International Falls, MN 56649-8904  
Phone 1 218-283-6660  
Phone 2 218-360-1494  
Fax 218-285-7407  
[Kurt\\_Fogelberg@nps.gov](mailto:Kurt_Fogelberg@nps.gov)

## **EXHIBIT C**

### **OPERATING PLAN OUTLINE GUIDE**

#### **PREAMBLE**

This operating plan is prepared pursuant to the MNICS Cooperative Fire Protection Agreement and Stafford Act Response Agreement signed and dated \_\_\_\_.

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

#### **INTERAGENCY COOPERATION**

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

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

#### **PREPAREDNESS**

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

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

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

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

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

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

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

**Burning Permit Procedures:**

**Prescribed Fire and Fuels Management:** Include notification procedures.

**Smoke Management:**

## OPERATIONS

**Fire Notifications:** Specify notification procedures.

**Boundary Line Fires:** Specify notification procedures.

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

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

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

**Resource Advisors:**

## USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES

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

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

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

**Aviation Operations:** Identify and document any local aviation agreements.

**Financial Plan:**

**Billing Procedures:**

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

- Cooperator name, address, phone number, and agency financial contact,
- Invoice or bill number
- Agreement number
- Incident name and number
- Dates of the incident covered by the billing,
- Location and jurisdictional unit
- Appropriate incident number (State code or Forest Service P-code/override)
- Summary cost data for the amount being billed. Use incident generated cost information or standard generated cost reports generated by the Agency to support the billing whenever possible.

Generally cost source documents will not be required unless summary cost data is disputed or another agency requires source documents (i.e. FEMA). Summary cost data will include, but not be limited

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to, a list of personnel expenses including base, overtime and travel and a listing by vendor name and amount spent for supplies and services procured. If available, also include a list of resource unit numbers or Agency equivalent covered by the billing.

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

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

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

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

Billing address

Specify indirect cost rate.

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

## SIGNATURES

\_\_\_\_\_  
Agency Administrator

\_\_\_\_\_  
Agency

Date: \_\_\_\_\_

\_\_\_\_\_  
Agency Administrator

\_\_\_\_\_  
Agency

Date: \_\_\_\_\_

## EXHIBIT D

### REIMBURSABLE BILLINGS AND PAYMENTS

1. **Payments under Compacts:** Payment for resources ordered under Compacts will be the responsibility of the DNR. In accordance with Agency policy, Federal Agencies may reimburse the DNR for any Compact resources used on fires which they have the protection responsibility. *See Exhibit item #4 (b), Procedures for Fire Suppression Billings - DNR Billings.*
2. **Payment of Local Government Fire Forces:** Local Government Fire Forces will be through the local agreement that authorizes re-imbursement for their services.
3. **Reimbursable Costs:** Such costs may include, but are not limited to the following:
  - a. Costs incurred for fire protection activity resources.
  - b. Agency costs for transportation, salary, benefits, and per diem of individuals assigned to an incident or other fire protection activities.
  - c. Additional support dispatching, warehousing, or transportation services requested through a resource order or any official Agency document.
  - d. Cost of equipment in support of fire protection activities, contract equipment costs, and operating costs for Agency equipment.
  - e. Operating supplies for equipment assigned to the fire protection activity such as fuel, oil, and equipment repairs.
  - f. Aircraft, airport fees, and retardant costs.
  - g. Agency owned equipment and supplies lost, damaged, or expended by the Supporting Agency, unless damage occurred because of negligence by the Supporting Agency.
  - h. Cost of reasonable and prudent supplies expended in support of the fire protection activity.
  - i. Charges from the State for State-controlled resources such as local government fire forces, National Guard resources or persons undergoing imprisonment. *See this Exhibit item 2 Payment of Local Government Fire Forces .*
  - j. Costs for emergency acquisitions will be per the procedures identified in Interagency Incident Business Management Handbook, MNICS Supplement to Chapter 20.
  - k. Costs incurred to maintain and operate the Minnesota Interagency Fire Center and its associated operations.
4. **Procedures for Fire Suppression Billings:**
  - a. Billing Content: Bills will be identified by fire name, location, jurisdictional unit, and assigned accounting codes. Bills will be itemized and supported by adequate documentation such as copies of the appropriate incident cost share agreement, AOP or Project and Financial Plan. Billings for fire suppression assistance will not include administrative charges. Agencies will follow their normal contracting and finance procedures in obligating and paying costs

incurred under this agreement.

- b. Federal Billings: Federal Agencies will not bill each other for fire suppression support. Federal Agencies will submit bills to the State whenever the State is the Protecting Agency.

State Billings: When the DNR provides support on a fire occurring on lands within the State of Minnesota, billing will be in accordance with agreements or operating plans with each specific Federal Agency and the DNR. Anytime the DNR responds to a Forest Service Fire within the State of Minnesota, regardless of the protecting Agency, the DNR will submit their billings to the USFS. For fire response outside the State of Minnesota, the DNR will submit their billings in accordance to national policy.

**In Support of other Federal Jurisdictions (DOI):**

- i. When an established process for billing is in place between the state and the jurisdictional agency, the State's billing package will be forwarded to the jurisdictional agency.
- ii. In the absence of an established billing process or agreement, the State's billing package will be sent to the appropriate jurisdictional Incident Business Lead at the National Interagency Fire Center (NIFC), e.g. NPS, FWS, BIA, BLM, located at 3833 South Development Avenue, Boise, ID 83705.

The exceptions are in the case of GLFFC Compact or Emergency Management Assistance Compact (EMAC) orders, in which the State will bill the ordering Agency directly. *See this Exhibit item #1 Payments under Compacts.*

- c. Billing Estimates/Time Frames: The billing Agency shall submit a bill for reimbursement no later than December 1 for the previous fire season, including an itemized list of expenditures. If the total cost is not known at the time of this billing, an estimate or a partial bill, so identified, may be submitted. A final bill will be issued by February 28 of the following calendar year.
- d. Billing Due Dates: All billings will have a payment due date of 60 days after they are issued. If payment cannot be made within the 60-day period, then a 30-day extension, with written justification, can be requested. Participating Agencies will follow their respective laws and regulations for debt collection.
- e. Negligent Fire Billings: Where a third party may be billed, participating Agencies will provide the Protecting Agency with an estimate of their costs within 30 days after the fire is declared out and follow-up with actual costs when they become available.
- f. Boundary Fire Billings: Suppression costs for boundary fires will be prorated on gross acreage burned within respective fire protection areas or by some other mutually agreed to equitable basis. The basis for cost allocation will be



documented by the participating Agencies in a cost share agreement and included in financial settlement files. *Boundary Fires and Exhibit F for a Sample Cost Share Agreement.*

- g. Disputed Billings: Minor discrepancies in the final bill involving less than \$1,000 will not be adjusted. For bills having discrepancies of more than \$1,000, written notice should be mailed to the billing Agency within 60 days of receipt fully explaining the area of dispute. The uncontested portion of the bill should be paid and a new bill issued for the contested amount. Contested items will be resolved no later than 60 days following receipt of the written notice, and may be adjusted in the following year's bill if necessary.
5. **Billing Procedures for Other Fire and Aviation Protection Activities:** Billings for preparedness, prevention, prescribed fire, wildland fire use and other fire and aviation protection activities will be addressed in AOPs or a project and financial plan. Participating Agencies may bill one another for preparedness and other fire activities, and administrative charges may be applied. Agencies will follow their normal contracting and finance procedures in obligating and paying costs incurred under this agreement.
- Other provisions described above pertaining to suppression billings also apply to billings for other fire activities
6. **Payments:** Payments will refer to the bill number and will be sent to the appropriate billing address.
7. **Examination and Audit:** Participating Agencies shall be subject to examination and audit for three years after final payment under the terms of this Agreement. Examination shall be confined to those matters connected with the performance of this Agreement including, but not limited to, the cost of administration.

## EXHIBIT E

### A SAMPLE PROJECT AND FINANCIAL PLAN

SUPPLEMENTAL NUMBER \_\_\_\_\_ TO  
COOPERATIVE FIRE PROTECTION AGREEMENT  
NUMBER \_\_\_\_\_

#### I. INTRODUCTION

Brief description of project, where located, NEPA status (if required), design/specifications status, and the Federal authority under which the request is made, i.e., Cooperative Funds and Deposits Act, Granger-Thye Act, etc.\*

#### 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

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

Name  
Address  
Telephone  
Email  
FAX

Principal fiscal contacts for each Agency of the project are:

Name  
Address  
Telephone  
Email  
FAX

#### IV. DETAILED PROJECT DESCRIPTION

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

## V. SUPERVISION AND TECHNICAL OVERSIGHT

Identify Agency and individuals who will be supervising the project and who will be giving technical advice to the project.

## VI. REIMBURSEMENT

Describe reimbursement and billing procedures. Agencies will follow their normal contracting and finance procedures in obligating and paying costs incurred under this agreement.

## VII. FINANCIAL PLAN

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

Salaries

Travel

Supplies

Equipment Use

Administrative Charges

Project Total

Management code to be charged \_\_\_\_\_. Reimbursement shall be made only for actual expenses incurred. Itemized documentation in support of all expenses is required.

## VIII. SIGNATURES

\_\_\_\_\_  
Agency Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agency

\_\_\_\_\_  
Agency Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agency

\* Request made by non-Federal parties to the USFS under the authority of the Granger-Thye Act shall include the following provision:

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The cooperator hereby agrees to defend and hold harmless the USDA Forest Service its representatives or employees, from any damage incident to the performance of the work resulting from, related to, or arising from this instrument.

EXHIBIT F  
A SAMPLE  
COST SHARE AGREEMENT

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

INCIDENT NAME: \_\_\_\_\_ INCIDENT NUMBER \_\_\_\_\_

START DATE AND TIME: \_\_\_\_\_ FIRE/"P" NUMBER: \_\_\_\_\_

This Cost Share Agreement between \_\_\_\_\_ and  
\_\_\_\_\_, and with the cooperation of \_\_\_\_\_

\_\_\_\_\_ was prepared under the following authorities provide by

Cooperative Fire Protection Agreement Number \_\_\_\_\_

Dated \_\_\_\_\_

It is hereby agreed that the costs on this Incident will be shared as follows: using some mutually agreed to equitable basis as determined by the Agency administrators.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Agreement and the apportionment described are our best judgments of fair and equitable Agency cost responsibilities.

Agency: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Agency: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## ITEMS TO CONSIDER WHEN NEGOTIATING A COST SHARE AGREEMENT

Negotiating cost share agreements within the State of Minnesota has been delegated to the respective Local Agency Administrators who are party to the Cooperative Fire Protection Agreement. Cost share agreements are to be documented, including the basis or rationale used. Agencies will follow their normal contracting and finance procedures in obligating and paying costs. The following GUIDELINES and METHODS should be considered when negotiating a cost share agreement. These guidelines and methods are intended to help field personnel in negotiating an equitable agreement and are not intended to be mandatory. General Guidelines

1. All cost share negotiations should include consideration to each Agency's values at risk and resources assigned.
2. Cost share agreements should be reviewed through the duration of the incident. Any changes should be documented with review date and time and signed by the appropriate Agency officials.

### Methods to Consider for Cost Sharing on Multi-Jurisdictional Fires

1. Initial Attack Agreement – During initial attack, resources are dispatched per pre-season agreements or an established operating plan, to a multi-jurisdictional fire. If the incident is controlled with initial attack resources, Agency Administrators may agree to cost share some or all suppression resource costs regardless of which Agency dispatched the resources, e.g. dozers or crews working on both areas of responsibility.
2. You Order You Pay (YOYP) – Under YOYP, each Agency is fiscally responsible for the resources they order, regardless of where they are used on the incident. YOYP procedures are as follows:
  - a. A unified ordering point is required and Agencies agree to who will order which resources.  
  
On-incident support costs may be split by the percentage of Agency requested resources. The ordering unit pays for off-incident support costs.
3. Acres Burned – Costs are shared based on the acreage percentage of the fire within an Agency's protection area. This method issued when Agencies' responsibilities, objectives, and suppression costs are similar.
4. Cost Apportionment – The cost apportionment process is a more complex system for identifying Agency cost share where Incident Agencies agree to share costs.
  - a. The apportionment method is used to share final incident costs based upon the usage of resources per operational period.

Costs are documented and approved by the IC(s) or other designated Incident Agency personnel on a daily basis.

Direct costs, (e.g. helicopters, crews, airtankers, retardant) are shared based upon assignment in the Incident Action Plan or actual use. Support costs (e.g. overhead team, caterer) are shared proportionally to the direct costs. Agency-specific costs are not shared.

EXHIBIT G

***\*\* COPY OF ACTUAL, CURRENT AGREEMENT \*\****

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

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

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

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

- a) Overtime, travel and per diem of permanent Federal agency personnel.
- b) Wages, travel and per diem of temporary Federal agency personnel assigned solely to performance of services directed by the (FEMA) Associate Director or the (FEMA) Regional Director in the major disaster.
- c) Cost of work, services, and materials procured under contract for the purposes of providing assistance directed by the (FEMA) Associate Director or the Regional Director.
- d) Cost of materials, equipment, and supplies (including transportation, repair and maintenance) from regular stocks used in providing directed assistance.
- e) All costs incurred which are paid from trust, revolving, or other funds and whose reimbursement is required by law.
- f) Other costs submitted by an agency with written justification or otherwise agreed to in writing by the (FEMA) Associate Director or the (FEMA) Regional Director and the agency.

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



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

**4. Duration of Assignments:** Consideration must be given to the health and safety of personnel when assigned to incidents. Parties agree that Incident Commanders will release resources to their primary responsibilities as soon as priorities allow. Incident Commanders shall also adhere to rest and rotation policies of respective responding agencies. Mobilization activities shall be accomplished utilizing established dispatch coordination concepts per the current National Interagency Mobilization Guide.

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

**6. Loaned Equipment:** Equipment loaned by one Party to another shall become the responsibility of the borrower, and shall be returned in the same condition as when received, reasonable wear and tear excepted. The borrower will repair or reimburse for damages in excess of normal wear and tear and will replace or reimburse items lost or destroyed.

## **7. Billing Procedures**

### **A. Incident Billings:**

1. When the State is the supporting agency and the incident is **within** the State, the State will bill the jurisdictional Federal Agency. When the State is the supporting agency and the incident is **outside** State's *jurisdiction*, the State submits its billing to the Primary Federal Agency.
2. Agencies will share their respective individual incident Resource Order numbers for cross referencing purposes, if requested.
3. Billing Estimates/Timeframes: On incidents where costs are incurred pursuant to Annual Operating Plans, the billing Party shall submit a bill or estimate for reimbursement as soon as possible, but not later than 180 days after the incident is controlled. If the total

cost is not known at the time of initial billing, a partial bill, so identified, may be submitted. A final bill, so identified, will be issued within 270 days after control of the incident. After the final billing has been sent, and if additional costs are identified, a supplemental billing may be issued if agreeable to applicable Parties.

For obligation purposes, the Federal Agencies will submit unpaid obligational figures to the State by *(to be determined by individual State fiscal year)*. The State will submit unpaid obligational figures to the appropriate Federal Agency by September 1 for the previous Federal fiscal year. All obligations will be submitted by incident name, date, mission assignment number (MA), and federal job code.

4. Billing Content: Bills will be identified by incident name, date, MA, location, jurisdictional unit, and supported by documentation to include but not limited to: separate invoice by MA; list of personnel expenses including base, overtime, and travel; and supplies/services procured by vendor name and dollar amount. Billings for State incident assistance may include administrative overhead, not to exceed the predetermined State indirect cost rate negotiated annually with the cognizant Federal Agency for the State (OMB Circular A-87).

## 8. Billing Addresses:

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


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


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

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


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


All bills for services provided to the Department of the Interior/Fish and Wildlife Service will be mailed to:


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

**Exhibit I**  
**GLOSSARY OF TERMS FOR STAFFORD ACT RESPONSE**

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

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

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

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

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

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

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

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

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

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

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

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

**Disaster:** See **Major Disaster**.

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

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

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

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

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

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

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

**Hazardous Material:** For the purposes of ESF #1, hazardous material is a substance or material, including a hazardous substance, that has been determined by the Secretary of Transportation to be

capable of posing an unreasonable risk to health, safety, and property when transported in commerce, and which has been so designated (see 49 CFR 171.8). For the purposes of ESF #10 and the Oil and Hazardous Materials Incident Annex, the term is intended to mean hazardous substances, pollutants, and contaminants as defined by the NCP.

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

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

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

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

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

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

**Initial Response:** Resources initially committed to an incident.

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

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

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

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

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

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

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

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

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

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

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



qualification and certification; and the collection, tracking, and reporting of incident information and incident resources.

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

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

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

**Party:** Entities that are signatory to this Agreement.

**Preparedness:** The range of deliberate, critical tasks and activities necessary to build, sustain, and improve the operational capability to prevent, protect against, respond to, and recover from domestic incidents. Preparedness is a continuous process involving efforts at all levels of government and between government and private-sector and nongovernmental organizations to identify threats, determine vulnerabilities, and identify required resources.

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

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

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

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

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

**Recovery:** The development, coordination, and execution of service- and site-restoration plans for impacted communities and the reconstitution of government operations and services through individual,

private-sector, nongovernmental, and public assistance programs that: identify needs and define resources; provide housing and promote restoration; address long-term care and treatment of affected persons; implement additional measures for community restoration; incorporate mitigation measures and techniques, as feasible; evaluate the incident to identify lessons learned; and develop initiatives to mitigate the effects of future incidents.

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

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

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

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

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

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

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

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

or coercion; or (c) to affect the conduct of a government by mass destruction, assassination, or kidnapping.

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

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

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

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

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

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

**Volunteer:** Any individual accepted to perform services by an agency that has authority to accept volunteer services when the individual performs services without promise, expectation, or receipt of compensation for services performed. (See, for example, 16 U.S.C. § 742f(c) and 29 CFR § 553.101.)

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