

EXHIBIT C

2014 ANNUAL OPERATING PLAN

**FOREST SERVICE,
U.S. DEPARTMENT OF AGRICULTURE**

Northeastern Area, State and Private Forestry

Agreement No.: 14-FI-11240004-019
DUNS number: 929332484

And

**STATE OF MINNESOTA,
Department of Natural Resources**

DUNS number: 879399095

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1. **Introduction:** This operating plan is prepared pursuant to the Master Cooperative Wildland Fire Management and Stafford Act Response Agreement number: 14-FI-11240004-019 signed and dated March 2014. This operating plan supersedes: Cooperative Fire Agreement Annual Operating Plan No.: 00-FI-11244225-008A, dated February 28, 2013. This operating plan provides specific details of reimbursable and non-reimbursable costs and services, including provisions for overhead costs and indirect costs, including costs associated with union agreements.
2. **Acknowledgements:** The Parties to this Agreement acknowledge that the intent of the Cooperative Fire Control Agreement between the State and the Northeastern Area State & Private Forestry is to enable seamless mobilization of firefighting resources from the State to other States and Federal Agencies within the Eastern Geographic Area; as well as to assist other cooperating wildland fire agencies outside the Geographic Area. This Operating Plan considers that local agreements between the State and the Superior National Forest (SUF) and/or other federal or state agencies, will provide the standards for local and jurisdictional issues including but not limited to:
 - Fire protection areas and jurisdictional responsibilities
 - Fire detection, prevention,
 - Prescribed burning and joint projects
 - Communications, fire weather systems
 - Fire reporting, area closures
 - Federal wildland fire management policy
 - Managing wildland fires for resource benefit
 - Escaped Prescribed Fires
 - Cost sharing for fires on multiple jurisdictions
 - Reimbursement terms for initial attack and extended attack across jurisdictional boundaries
 - Specific allowable reimbursable costs for initial attack and extended attack incidents
 - Purchasing authority and billing procedures for incident response through the reciprocal or mutual aid agreements.
3. **The Annual Operating Plan** provides specific details of reimbursable and non-reimbursable costs and services, including provisions for overhead costs and indirect costs, including costs associated with union agreements.
 - Specific details of qualifications and training standards for firefighters, equipment and vehicle operators.
 - Specific details of billing and payment for resources and services provided through this agreement.
 - Designations of authorized agency representatives – and their signatures.
 - Specific details for out-of-state mobilization of State personnel and equipment – to include duration of assignments, fiscal procedures, and interagency training and qualifications standards.

INTERAGENCY COOPERATION

4. **Interagency Resources:** Interagency funding, staffing, and utilization of resources and facilities will be pursued by the Agencies whenever an interagency approach is appropriate and cost effective. Shared staffing and funding will be commensurate with each Agency's use of resources
5. **Sharing of Resource Order Numbers:** Agencies will share their respective individual incident resource order numbers for cross-referencing purposes if requested.
6. **Delegation of Authority:** When the Protecting Agency transfers command of an incident to a Supporting Agency, the Jurisdictional Agency Administrator shall prepare a delegation of authority for the incoming Incident Commander as outlined in the NWCG Wildland Fire Incident Management Guide.

PREPAREDNESS

7. **Joint Training Projects and Plans:** The Agencies may cooperate in the development and implementation of special fire management training programs, pool training resources; and share costs. Joint training projects will be documented on Exhibit E – Supplemental Project Plan. Joint projects will identify specific goals, activities and project finance plans.
8. **Personal Protective Equipment:** The State will provide Personal Protective Equipment (PPE) and other fire equipment as specified in NWCG Wildland Fire Incident Management Guide PMS 210 for State and Casual firefighters mobilized under this Agreement.
9. **Electronic Equipment:** Any Agency may provide cellular telephones and laptop computers for use on an incident. Agency issued computers, cell phones or electronic equipment will be authorized for use and subject to cost reimbursement only when authorization is specified on a resource order. The use of personal cellular telephones and laptop computers is not covered under this agreement.

INTERAGENCY OPERATIONS

10. **Crew Composition and Organization:** The Agencies to this Agreement will follow the current National Interagency Incident Business Management Handbook (IIBMH); for standards and guidelines pertinent to crews and overhead dispatched and mobilized for incidents outside their respective jurisdictions.
11. **Mobilization:** All interagency firefighting resources will be dispatched in accordance with the Eastern Area Mobilization Guide. The sending agency will arrange transportation to and from the designated mobilization point; or to the incident when reasonable and prudent and authorized by the Eastern Area Coordination Center (EACC).

12. **Duration of Assignment:** Forest Service and State personnel dispatched under this agreement will be available to the receiving unit for a maximum period of 14 days, excluding travel, unless established otherwise at the time of dispatch. The assignment time may be extended up to 21 days, including travel, with the consent of the State Forester or his/her designee. Individual firefighters will not be released from an incident prior to release of the entire crew except when it has been determined by the sending unit and the receiving unit that a personal emergency or hardship exists which justifies the firefighter's release at the receiving agency's expense. Release of individuals, not meeting these criteria, may be at personal expense of the individual.
13. **Equipment Transportation:** The sending Agency will drive, transport or ship any equipment mobilized under this Agreement, unless established otherwise at time of dispatch. Costs for shipping and transportation are reimbursable under this Agreement and will be included on the SF-1034 (Public Voucher for Services Other Than Personal) when appropriate.
14. **Commissary Privileges:** The Agencies will provide incident personnel commissary privileges, when available. Commissary expenditures will be itemized on the individual fire time reports and will be deducted from reimbursement claims. Commissary privileges shall also be provided for personnel hired under the Pay Plan for Emergency Firefighters (AD). Purchases will be deducted on individual fire time reports

REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES

15. **Suppression / Non-Suppression Billings:** This Agreement establishes the extent of reimbursable services to be furnished by each agency. It provides that salary and wage costs for personnel assigned under this agreement will be at actual cost to the agency.
16. **Billing Estimates and Timeframes:** Each agency will notify the respective headquarters of any reimbursable claims they intend to make and will strive to provide an estimate of the amount involved within 60 days in each reimbursable action. Absent a written extension of time granted by the reimbursing agency, the final itemized claim should be submitted to the reimbursing agency within 120 days of the incident response action. After a final billing has been sent, and if additional costs are identified, a supplemental billing may be issued if agreeable to applicable parties
17. **Obligation Estimates:** For year-end obligation purposes, each agency will submit to the other within 30 days of written request, an estimate of unpaid obligation figures for the current billing year. All obligations will be submitted by incident name, date and incident number or FEMA mission assignment number (MA).
18. **Damaged Equipment:** The Protecting Agency shall pay or reimburse for damage in excess of normal wear and tear, and shall replace or reimburse items lost or destroyed, except for damages occurring as a result of negligence by the Supporting Agency. Costs for equipment repairs / replacement will be itemized and included in the billing package. (See paragraphs 23 – 24 for billing details)

19. **Federal Billings:** The Forest Service will submit bills for their reimbursable costs to the State whenever the State is the protecting Agency and a billing is appropriate. Reimbursement will be made payable to: USDA, Forest Service, C/O Citibank, P.O. Box 894183, Los Angeles, CA 90189-4183.

20. **State Billings:**

- **In Support of the Forest Service:** Anytime the State responds in support of the Forest Service or another cooperating State under this Agreement, the State will bill all applicable costs to the Forest Service using Standard Form 1034, (Public Voucher for Services Other than Personal) for reimbursable costs as defined in this Annual Operating Plan. Bills will be sent to USDA Forest Service, Fire & Aviation Management, Attn: Sandra Williams, US Forest Service, 4 Farm Colony Drive, Warren, PA 16365-5206.

In the event electronic funds transfers cannot be made, reimbursements to the State will be made payable to: Minnesota Department of Natural Resources; and mailed to Minnesota DNR, Office of Management and Budget, 500 Lafayette Road, St. Paul, MN 55155.

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

21. **FEMA Incident Billings:** The Agencies to this Agreement may bill for activities not related to fire suppression within their authorities. For example, within existing legal authorities, this may include reimbursement to states for expenses incurred for dispatching resources in response to non-wildfire emergencies

22. **Electronic Funds Transfer (EFT):** The 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:

- The payment recipient does not have an account at a financial institution.
- EFT creates a financial hardship because direct deposit will cost the payment recipient more than receiving the check.

In order to receive EFT payments, the State shall register in the Systems for Award Management (SAM) at www.sam.gov and follow the instructions on line. For assistance, contact the SAM Assistance Center at 866-606-8220.

23. **Billing Content:** The billing Agency will submit an invoice, **itemized by incident number** (P-code or State fire number for fire incidents; and/or F-code for FEMA incidents) Invoices shall include the following information:
- Standard Form 1034 with preparer's name, **signature** and date
 - Cooperator name (Payee), address, phone number
 - Dates for which the services are being billed
 - **Incident names and locations**
 - Invoice or bill number (Voucher number)
 - Cooperative Agreement number
 - Resource order numbers
 - Summary cost data (spreadsheet) for the amount being billed.
24. **Summary Source Data:** Summary cost data will include, but is not limited to, a list of personnel expenses including base pay, overtime and travel and a listing by vendor name and amount spent for supplies and services procured.
25. **Supporting Documentation for Fire Bills:** Generally, cost source documents (individual timesheets, receipts for services and supplies procured, etc.) will not be required unless summary cost data is disputed, or another agency requires source documents (i.e. FEMA)
26. **Reimbursable Costs & Services:** 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 shall be reimbursable. Such costs may include, but are not limited to, the following:
- Agency costs for transportation, salary, benefits, overtime, hazard pay, and per diem of individuals assigned to the incident or project.
 - Additional costs for dispatching, warehousing or transportation services supporting a resource order.
 - Costs for refurbishing, cleaning, repairs and replacement of fire cache items that are used or expended through this Agreement.
 - Cost of equipment in support of the incident, contract equipment costs and operating costs for agency equipment as documented in this Annual Operating Plan. (see Equipment Costs)
 - Operating supplies for equipment assigned to the incident such as fuel, oil, and equipment repairs.
 - Aircraft, airport fees, and retardant 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.
 - Rates for equipment as specified on a resource order, when otherwise not specified within this Operating Plan.
 - State OWCP compensation costs for state personnel injured through performance of this agreement.
 - Billings for State and Forest Service incident assistance may include charges for indirect costs as provided in this Operating Plan.

27. **Indirect Costs:** Billings for State and Forest Service incident assistance may include an indirect cost allowance, at the rate agreed upon in the "Indirect Cost Negotiation Agreement" as provided in OMB Circular A-87, of the direct salary and wage cost of providing service. When indirect costs are charged, the incident bill will include a copy of the Indirect Cost Negotiation Agreement, for the date the incident assistance was provided.
28. **Payment Due:** Whenever this Agreement provides for billing, the agency receiving the bill has an obligation to pay in accordance with the terms of this Agreement. All bills will be paid in accordance with the paying Agency's prompt payment procedures.
29. **Contested 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 contested items. Contested items will be resolved not later than 60 days following receipt of the written notice. The uncontested portion of the bill will be paid and a new bill will be issued for the contested amount.
30. **Compensation for Injury or Illness:** Costs for medical treatment provided to responders under this Agreement will initially be paid by the responder's respective Agency, except in those cases where the incident has established Agency Provided Medical Care (APMC); and will be reimbursable as provided in this Operating Plan. This coverage is separate from and not under any authority or provisions of the Federal Compensation Act (FECA), or state workers' compensation programs.
31. **Workers Compensation Expenses:** Costs for medical treatment and worker's compensation provided for injury or illness suffered by responders under this Agreement are reimbursable costs, as authorized: *(42 USC Chapter 15-A – Reciprocal Fire Agreements)*; and will be borne by the Protecting Agency. This Annual Operating Plan will establish the following guidelines and procedures for reimbursement for Workers Compensation expenses.

The billing Agency agrees to submit a separate bill for each OWCP case paid under this agreement. Bills for OWCP reimbursements will be sent annually by OWCP case number. Each bill shall include the cooperator name, Agreement number and phone number for the Agency's financial contact; the name of the person who received compensation; date, time and location the injury/illness occurred; and the incident information (name, incident number and location). A copy of first report of accident/injury and an investigation report will be sent with the initial bill for OWCP reimbursement. Generally, cost source documents (individual receipts for hospital and physician services and supplies, etc.) will not be required unless summary cost data is disputed, or another agency requires source documents.

Department of Natural Resources
State of Minnesota

Exhibit A – State Equipment Costs

Minnesota Department of Natural Resources Interagency Assignment Equipment Base Rates

Equipment Type/Size	Base Rate per Hour ⁽¹⁾
Engine - Type 4	\$120
Engine - Type 6	\$85
Helitak Vehicle (F550 or Equivalent)	\$45
Dozer - Type 3	\$80
ATV Crawler - Type 2 (Bombardiers larger than J5)	\$100
ATV Crawler - Type 3 (J5, Posi-track, Track Truck)	\$75
MAPMOBILE GIS Trailer	\$300per day ⁽²⁾
SUPORT VEHICLE* *Used to haul people, supplies, etc. Charge travel time.	\$50/day + \$.75/mile

Firefighters will be paid under provisions in the Annual Operating Plan of the Agreement, as either State Regular Employees or Federal Emergency Firefighters (AD).

MINIMUM DAILY RATE - Equipment will receive a minimum of 8 hours charged per day except for the first and last assigned day, which may be less, depending on hours actually spent on fire and in travel status.

(1) All base rates are wet operating rates. Fuel, oil, tires and other normal maintenance is included.

(2) Daily rate applies from time of departure until the time of return to Grand Rapids, MN, except for the first and last day of assigned travel. If actual travel time is less than 8 hours, 1/2 day rate of \$150 shall apply. MN DNR staff wages are not included in the daily rate and will be charged at actual cost. Daily rates include use of the large scale plotter and printers. Additional ink and paper should be provided by the incident. Abnormal wear and tear, accident or damage caused by others negligence is not included in the rates.

32. Persons Authorized to Administer this Agreement

1. The Assistant Director of Cooperative Fire Protection or Acting is authorized to act for the Area Director concerning this agreement.
2. The State Forester or Acting is authorized to act for the State concerning this agreement.

33. Duration of the Operating Plan: This Operating Plan will remain in effect for one year and may be extended for an additional period of 90 days by request of either party in writing to insure emergency mobilization of resources are not interrupted.

34. Financial Contacts:

**Minnesota Department of
Natural Resources**

Kristie Prahl
Minnesota Interagency Fire Center
402 SE 11th St.
Grand Rapids, MN 55744
Tel.: (218) 327-4572

**USDA Forest Service, Northeastern
Area, State and Private Forestry**

Terri Lopez
11 Campus Blvd, Suite 200
Newtown Square, PA 19073
Tel: (610) 557-4153

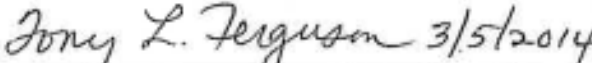
The authority and format of this instrument has been reviewed and approved for signature.



Grants and Agreements Specialist

3/5/14
DATE

OFFICIAL



TONY L. FERGUSON, **DATE**
Area Director
State and Private Forestry
USDA – Forest Service

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FORREST BOE **DATE**
State Forester
Department of Natural Resources
State of Minnesota

Exhibit D

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EXHIBIT E

Supplemental Project Plan

SUPPLEMENTAL NUMBER _____ TO MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AGREEMENT

PROJECT AND FINANCIAL PLAN

I. INTRODUCTION

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

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

II. SCOPE AND DURATION

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

III. PRINCIPAL CONTACTS

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

Name
Address
Telephone
FAX

IV. DETAILED PROJECT DESCRIPTION

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

V. SUPERVISION AND TECHNICAL OVERSIGHT

VI. REIMBURSEMENT

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

VII. FINANCIAL PLAN

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

VIII. SIGNATURES

Unit Administrator

Date

Agency

Unit Administrator

Date

Agency

EXHIBIT F

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Exhibit G

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 Reimbursement Process: State Reimbursement refers to those resources that are to be reimbursed by the primary ESF Federal agency. State Reimbursement resources must be requested by the primary ESF Federal agency or supplied through established dispatch systems

and must be recorded by the Mission Assignment and subsequent Resource Order process. Resources not documented in this manner are not reimbursable. Funds to cover eligible expenses will be provided through and limited by reimbursement from FEMA. Expenditures eligible for reimbursement include:

- a) Wages, overtime, fringe benefits, travel and per diem of State personnel; charges for administrative overhead and indirect costs, not to exceed the rate negotiated through OMB Circular A-87 (see "Indirect Costs", Exhibit C – Annual Operating Plan).
- b) Wages, travel and per diem of temporary State personnel assigned solely to performance of services directed by the (FEMA) Associate Director or the (FEMA) Regional Director in the major disaster.
- 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 State is the supporting agency and the incident is within the State, the State will bill the jurisdictional Federal Agency. When the state is the supporting agency and

the incident is **outside** the State's *jurisdiction*, the State submits its billing to the Forest Service.

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

For obligation purposes, each agency will submit to the other an estimate of unpaid obligation figures within 30 days of written request. 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 costs that can be identified, documented and charged to specific projects and not excluded elsewhere in the agreement.

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

<p>Kristie Prah Minnesota Interagency Fire Center 402 SE 11th St. Grand Rapids, MN 55744 Tel.: (218) 327-4572</p>
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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:

<p>Sandra Williams USDA Forest Service 4 Farm Colony Drive Warren, PA 16365-5206 (802) 353-7523</p>
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- 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 H

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.