

KENTUCKY

INTERAGENCY COOPERATIVE FIRE MANAGEMENT AGREEMENT

Between

UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE,
DANIEL BOONE NATIONAL FOREST

and

THE COMMONWEALTH OF KENTUCKY
NATURAL RESOURCES & ENVIRONMENTAL PROTECTION CABINET
DIVISION OF FORESTRY

IN ACCORDANCE WITH

Granger Thye Act of April 24, 1950 (16 USC Section 572); May 27, 1955 (42 USC 1856); Cooperative Funds and Deposits Act of December 12, 1975 (16 USC 565 a-1); September 20, 1922 (16 USC 594); August 25, 1916 (16 USC 1b-1); June 28, 1934 (43 USC 315a); June 30, 1949 (41 USC 252); October 21, 1976 (43 USC 1701); Disaster Relief Act of May 22, 1974 (42 USC 5122 and 5187); Economy Act of June 30, 1932 (31 USC 1535); Reciprocal Fire Act of May 27, 1955 (42 USC 1856a); Federal Land Policy and Management Act of 1976 (43 USC 1701); Cooperative Funds Act of June 30, 1914 (16 USC 498);

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PURPOSE

The purpose of this Cooperative Fire Management Agreement (hereinafter referred to as the Agreement) is to document agreement and commitment to fire management assistance and cooperation. This Agreement is entered into by and between:

- ◆ The Commonwealth of Kentucky, Natural Resources & Environmental Protection Cabinet, Division of Forestry, hereinafter called the Division; and
- ◆ The United States Department of Agriculture, Forest Service, Daniel Boone National Forest, hereinafter called the Forest Service.

The Forest Service and the Division may hereinafter be jointly referred to as the "Agencies".

Words and phrases used herein may have different meanings or interpretations for different readers. In order to establish a common understanding, words and phrases as used herein are defined in a Glossary attached as EXHIBIT A.

RECITALS

Whereas: State and Private lands and Forest Service lands are intermingled or adjacent, and wildland fires on these intermingled or adjacent lands may present a threat to lands owned, administered, or controlled by either Agency,

Whereas: The Forest Service maintains fire protection of Forest Service lands, and the Division provides for organized fire protection and technical fire assistance and coordination for State, County, and privately-owned lands within Kentucky through aiding and assisting county and local entities;

Whereas: It is to the mutual advantage of the Division and the Forest Service to coordinate efforts for the prevention, mitigation of threat, readiness, detection, suppression of wildfires, and use of fire to meet management objectives in and adjacent to their areas of responsibility, to avoid duplication, and to improve efficiency and effectiveness;

Whereas: The counties and local fire service entities have fire protection responsibilities and provide fire suppression services within their jurisdictions;

Whereas: It is the intent of the parties hereto that Division resources be available to assist in the suppression of wildfires on all Federal lands, and on other lands upon which the Forest Service provide fire suppression support, including other States, Canada, and Mexico, the Division will also be available to provide support to other emergency operations, as allowed by regulation;

Whereas: It is the intent of the parties hereto that Federal resources be available to assist in the management of all wildland fires on all State, County, and private lands for which the Division provides protection through State, county and local resources.

NOW, THEREFORE, in consideration of the mutual premises and conditions herein made, it is agreed as follows:

INTERAGENCY COOPERATION AND COORDINATION

1. Direction: The Agencies shall provide general oversight for the Kentucky Interagency Coordination Center. The Agencies will utilize working teams or committees as necessary to develop guidelines and procedures for coordination of fire management activities and to oversee implementation.

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

3. Joint Projects and Local Agreements: The Division and the Forest Service may jointly conduct mutual interest projects, within their statutory authority, 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, arson mitigation, 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, local agreements, or other appropriate written documents. Documentation will include the objectives, role of each agency, and each Agency's share of costs.

Such local arrangements shall not be in conflict with the terms of this Agreement. Local agreements may be executed as delegated to unit administrators of agencies party to this Agreement.

4. Incident Command System: The Agencies will operate under the concepts of the National Interagency Incident Management System (NIIMS) and its Incident Command System (ICS) as appropriate for providing qualified resources and for the management of incidents encompassed under the terms of this agreement.

5. Kentucky Interagency Coordination Center (KICC): The Agencies agree to maintain, support, and participate in KICC. Agencies agree to use KICC as the central focal point for national, regional, and statewide intelligence gathering, coordination and prioritization of fire management resources, resource ordering, and services for wildland fire emergencies and prescribed fire. Staffing, funding, and level of participation will be agreed to and documented in annual operating plans. The Southern Area Mobilization

Guide (SAMG) will be the primary document to identify approved policy, procedures, and organizations. The SAMG will be the primary document of approved procedures and guidelines for dispatching fire resources within the Southern Region and the National Interagency Mobilization Guide for national requests.

This will not preclude the Division from entering into compacts or cooperative agreements with other State or local agencies where fire suppression forces may be ordered and sent directly between cooperators without involving the KICC.

6. 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, MAC groups will be established to accomplish that priority setting. Three levels of MAC groups may be assembled as appropriate: Southern Area, State, or local.

7. Action Plans: An Action Plan will be developed and become a part of this agreement. The Action Plan will outline the details of implementing this Interagency Cooperative Fire Management Agreement.

8. Fire Prevention Policies: Unit Administrators will assure that fire prevention goals, objectives, and activities are planned and addressed in Action Plan. Specific fire prevention plans should be developed by local interagency fire management personnel. Agencies may pool resources and share costs of wildland fire prevention activities and/or fire prevention teams.

9. Fuels Management: The Agencies agree to cooperate in the development and implementation of fuels management programs and projects.

If parties to this Agreement conduct a cooperative fuels management program, details covering cost sharing, reimbursement, and jurisdictional responsibility for implementation, management, and completion shall be agreed upon and documented in a project plan. Parties to this agreement will pursue all avenues available within law, statute, policy, and procedure to cooperate across jurisdictional and political boundaries.

10. Licensing: Drivers and equipment operators will hold appropriate operating licenses to meet agency, State, and federal regulations. Drivers and operators will not be exempt from Department of Transportation requirements, including CDL licensing.

11. Training: The Agencies will cooperate in wildland fire, prescribed fire, aviation, and first responder training, including scheduling, course development, course presentation, and selection of trainees. Local cooperators will be included in this cooperative approach whenever practical. In order to accomplish these objectives, in part, the Agencies will support and participate in Interagency Training Committees.

12. Communication Systems: The Agencies may mutually agree to allow one another

the use of communications systems such as radio frequencies, computer system access, data transmission lines, and communication sites when there is a mutual benefit to the parties. Such agreement shall be approved only by authorized personnel for each Agency and will be documented in the Action Plan.

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

14. 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. Interagency Aviation Operations: Interagency funding, staffing, and utilization of helicopter programs, airtanker bases, and fixed-wing operations (including Single Engine Air Tankers) will be pursued when an interagency approach is appropriate and cost effective.
- C. Inventories of and/or procedures for aviation operations will be provided in the Southern Area Interagency Incident Mobilization Guide.
- D. 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 Office of Aircraft Services (OAS) for Federal agency missions or transport of Federal employees.
- E. Contract/Rental Vendors: Federal policy requires that pilots and aircraft be inspected and carded, either by the Forest Service, the USDI-OAS, Department of Transportation, or Federal Aviation Administration as required.

PROTECTION RESPONSIBILITIES

15. Definition of responsibilities: The parties hereto shall be distinguished as follows:

- ◆ Protecting Agency - The agency responsible for providing direct wildland fire protection to a given area pursuant to this agreement.
- ◆ Supporting Agency - An agency providing fire suppression or other support and resources to the Protecting Agency.

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

16. Protection Areas and Boundaries: Annually, the Agencies will agree upon wildland fire protection responsibilities for lands within their respective jurisdictions. This will normally be accomplished at the local level.

FIRE MANAGEMENT METHODS AND RESPONSE AREAS

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

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

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

Aviation resources will be outlined separately for mutual aid response in the annual operating plans as applicable.

18. Reimbursable (Cooperative) Fire Protection: The Protecting Agency may request fire suppression resources of others for its protection work. Such resources are to be paid for by the Protecting Agency.

19. 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 may be appropriate and mutually agreed to by the parties. Exchange zones will be documented in the Action Plan.

The provisions described in the Boundary Fires section apply to fires that occur on or near the boundary of exchange zones.

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

FIRE SUPPRESSION

- 21. Closest Forces Concept:** The primary guiding principle for dispatch of initial and extended attack suppression resources will be the use of the closest available resource concept, regardless of the ownership of those resources and regardless of which Agency has protection responsibility.
- 22. Shared Resources:** Interagency funding, staffing, and utilization of aircraft, engines, crews, or fire facilities will be pursued wherever an Interagency approach is appropriate and cost effective. Staffing and funding will be commensurate with each Agency's use of the resources and will be agreed to and included in the Action Plan.
- 23. Fire Notifications:** Each Agency will promptly notify the appropriate Protection Agency of fires burning on or threatening lands for which that Agency has protection responsibility.
- 24. Protection Priorities:** The protection of human life is the single, overriding suppression priority. Once people have been committed to an incident, these human resources become the highest value to be protected.
- 25. Boundary Fires:** A fire burning on, or adjacent to, a known or questionable protection boundary will be the initial attack responsibility of the protecting agencies on either side of the boundary. The initial attack Incident Commanders of the involved Agency shall mutually agree upon fire suppression objectives, strategy, and the commitment and funding of agency suppression resources.
- 26. Suppression of Fires on Lands Under the Direct Protection of Another Agency:** A participating agency may, upon its own initiative and with appropriate notification and coordination, attack wildland fires on lands which are under the direct protection of the other agency. The parties to this agreement shall not perform any fire suppression action which is contrary to limitations found in the appropriate operating plan. The protecting agency will assume command of all fire suppression action when a qualified incident commander of that agency arrives at the fire.
- 27. Appropriate Management Response:** All fire suppression action conducted on lands of the other Agency will be consistent with that Agency's fire suppression policy and the terms of this Agreement.
- Unless otherwise agreed, the Jurisdictional Agency will provide a Resource Advisor to advise the Protecting Agency of any special conditions which may influence suppression action. The Incident Commander will incorporate special conditions in the incident planning process, subject to delegation of authority.
- 28. Wildland Fire Situation Analysis (WFSA):** The Forest Service policies require that a Wildland Fire Situation Analysis be completed for all fires on Federal land which

