

# STATEWIDE ANNUAL OPERATING PLAN

STATE OF CALIFORNIA  
CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION

AND

UNITED STATES DEPARTMENT OF INTERIOR  
BUREAU OF INDIAN AFFAIRS-PACIFIC REGION

This document serves as the Statewide Annual Operating Plan as provided for in the California Cooperative Wildland Fire Management and Stafford Act Response Agreement (CFMA BIA # AGP000751) between the State of California, California Department of Forestry and Fire Protection (CAL FIRE); the United States Department of Agriculture, Forest Service Region Four, Five and Six; United States Department of the Interior, Bureau of Land Management, California and Nevada, National Park Service, Pacific West Region, Bureau of Indian Affairs, Pacific Region (BIA), and United States Fish and Wildlife Service, California/Nevada Operations, dated December, 2007.

Per Provision 15 of the Agreement, Annual Operating Plans will be developed at the Geographic, State or sub-geographic level and will tier to the CFMA. This operating plan is the working document for implementing the CFMA. This Plan incorporates the approved California Mobilization Guide (provision 15B). The BIA and CAL FIRE will coordinate wildland fire activities and resource movements as agreed to and documented in the respective Mobilization Guides. This plan establishes a formal fire protection agreement for CAL FIRE to provide wildland fire services on Indian Trust Lands, which are located within or adjacent to SRA lands and other federal agency lands where the CAL FIRE provides direct wildland fire protection by agreement. This plan adds new operation procedures and requirements necessary for federal agencies to implement the Federal Wildland Fire Policy. This Plan does not replace current local fire protection agreements or operating plans.

This Plan documents agreements to details regarding:

- A. Working relationships,
- B. Description and details within Protection Area,
- C. Tribal Fire Departments (TFD),
- D. Billing Procedures

## A. Working Relationships

The following is a list of the Agency Units that are participating in this agreement:

**State of California, California Department of Forestry and Fire Protection  
United States Department of the Interior, Bureau of Indian Affairs, Pacific Region**

Any references to Agency and Agency participation in the CFMA and this Operating Plan includes CAL FIRE, the BIA, Tribal Fire Department and any federally recognized Tribe that has a fire preparedness or fire suppression agreement with the BIA.

## **B. Protection Areas**

The BIA shall furnish CAL FIRE with maps showing the location of all Indian Trust Lands in California to be protected by CAL FIRE. The location of Indian Trust Lands shall be documented on maps maintained by CAL FIRE and BIA.

The BIA shall notify CAL FIRE by April 1 each year of any changes in the protection status of Indian Trust Lands to be protected by CAL FIRE and the acreage in each county to be protected by CAL FIRE.

Indian Trust Lands within the exterior boundaries of the Hoopa Valley Reservation in Humboldt County and the Tule River Reservation in Tulare County are to be considered as BIA Protected Indian Trust Lands. On BIA Protected Indian Trust Lands, the Tribes have contracted or compacted BIA Fire Management Programs pursuant to Public Law 93-638 as amended. CAL FIRE shall not have any direct fire suppression responsibilities on these lands.

CAL FIRE shall notify BIA of all known fires on State Protected Indian Trust Lands within 24 hours of the start of the *incident* by sending a facsimile copy or email of Exhibit A, Bureau of Indian Affairs Initial Incident Notification to the closest BIA Office and by notifying the BIA duty officer. Only that information readily available at the time of notification is required.

CAL FIRE agrees to actively pursue initial attack plans that utilize closest fire suppression resources. CAL FIRE shall notify the appropriate BIA Office when potential extreme fire conditions exist. During these temporary emergency conditions, the BIA may elect to place BIA/TFD fire fighting resources on emergency staffing status at Tribal facilities for initial attack purposes. Emergency staffing will be at no cost to CAL FIRE. CAL FIRE shall notify the appropriate BIA Office when conditions return to normal.

On wildfires on Indian Trust Lands protected by CAL FIRE, a unified command structure with TFDs will be implemented as appropriate. For unified command, the Incident Commanders of the involved parties shall mutually agree upon fire suppression objectives and strategy and commitment of agency suppression resources. Incident Commanders shall take direction from the Line Officers, or their delegates, of the involved parties.

Whenever CAL FIRE finds that it can no longer provide wildland fire protection services to CAL FIRE Protected Indian Trust Lands covered by this agreement, it will provide BIA with one year written notice.

### C. Tribal Fire Departments

Public Law 93-638, as amended, allows Indian Tribes to legally *contract* or *compact* Fire Management (Preparedness) Programs currently being conducted by the BIA. The BIA has entered into cooperative agreements with the Hoopa and Tule River Tribes. Fire management personnel of these Tribes must meet National Wildfire Coordinating Group (NWCG) qualification standards. The training and qualifications records of Tribal fire fighters who are used as fire fighters under these agreements are recorded in IQCS and administered by the Tribal Fire Chief.

Public Law 101-630 allows the Secretary of Interior to enter into cooperative agreements under Public Law 93-638 procedures with federally recognized Indian Tribes to be reimbursed for Fire Suppression Activities. Fire management personnel of these TFDs must meet National Wildfire Coordinating Group and/or California Incident Command Certification System (CICCS) qualification standards. If they utilize the NWCG system, the training and qualifications records will be administered by the BIA in IQCS. For TFDs that utilize the CICCS process for certification of qualifications and training, the TFD chief will be responsible to administer the system. All fire qualification records shall be available for review as needed by the BIA or CAL FIRE.

All TFD contracted fire resources are considered BIA *fire fighting resources* when performing wildland fire suppression activities.

### D. Billing Procedures

The BIA shall reimburse CAL FIRE as set forth below for wildland fire services costs on CAL FIRE Protected Indian Trust Lands.

CAL FIRE shall prepare and submit invoices for wildland fire services provided on CAL FIRE Protected Indian Trust Lands. A separate invoice will be prepared for each fire when such fire is not exempted by a local Operating Plan in accordance with Section 49, Billing Procedures. Cost reimbursement to be claimed by CAL FIRE shall be the actual cost to CAL FIRE (as determined by CAL FIRE and approved by BIA) for those services or items that were necessarily used in providing wildland fire services on CAL FIRE Protected Indian Trust Lands.

The reimbursement to CAL FIRE by the BIA for fires which burn CAL FIRE Protected Indian Trust Lands and CAL FIRE Protected Non-Indian Lands shall be determined by the ratio of CAL FIRE Protected Indian Trust Lands to the burned acreage of CAL FIRE Protected Non-Indian Lands involved in the fire, excluding any burned acreage which is the direct protection responsibility of any other fire protection agency. For fires that involve multi-operational periods and/or high cost incidents, as determined by the Incident Commander, for which cost sharing is appropriate, the reimbursement to CAL FIRE shall be for those costs incurred in protecting the interests of CAL FIRE Protected Indian Trust Lands, in accordance with established cost sharing methodologies.

CAL FIRE will not charge BIA or TFD for the dispatching of BIA fire fighting resources to wildland fires on CAL FIRE Protected Indian Trust Lands. This does not preclude the CAL FIRE from entering into a contract to provide dispatching services for BIA or TFD resources to other incidents.

TFDs that respond to assistance by hire requests of CAL FIRE for wildland fires on non-Indian trust lands within the CAL FIRE's DPA will be reimbursed by CAL FIRE through invoicing OES. Responses under a mutual aid agreement or within the mutual aid time frames of any other agreement will not be reimbursed.

Assistance provided pursuant to a local agreement will be reimbursed in accordance with the rate(s) specified in the respective local agreement. Assistance provided pursuant to a request placed through the California Fire and Rescue Mutual Aid System under the California Fire Assistance Agreement (CFAA) will be reimbursed in accordance with the CFAA agreement when the TFD has a state approved rate through the Office of Emergency Services (OES).

On any incidents or projects where costs are incurred pursuant to the terms of this agreement, the billing agency shall submit the final bill for reimbursement, in duplicate, as soon as possible, but no later than 6 months after the incident is controlled or project completed. This bill, identified by incident name and appropriate order number or project identification, will be adequately documented. A separate bill will be submitted for each incident or project unless otherwise negotiated. Both agencies may agree to submit a partial bill, so identified, for major incident

All bills for services provided to the BIA will be mailed to:

Regional Director, Bureau of Indian Affairs  
Pacific Regional Office  
Attention: Fire Management Officer  
2800 Cottage Way, Room W2550  
Sacramento, CA 95825

All bills for services provided to CAL FIRE will be mailed to:

California Department of Forestry and Fire Protection  
Accounting Office, Room 1555  
1416 Ninth Street  
P. O. Box 944246  
Sacramento, CA 94244-2460

All bills will have a 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. Written notice that a bill is contested must be mailed to the address listed above within 90 days of issuance of the original bill, and must fully explain the area of dispute. Contested items will be resolved no later than 120 days following notification of contested items.

The uncontested portion of the bill may be paid pursuant to normal requirements with a notation that the contested portion is being withheld, or the entire bill may be paid with a credit provided when final resolution is made. For bills remaining unpaid at the close of the respective fiscal years, the billing agency must provide obligation amounts to the other. The BIA will submit obligation figures to CAL FIRE by June 15 for the period starting on July 1 of the previous calendar year through June 30 of the current calendar year. CAL FIRE will submit obligation figures to the BIA by September 15 for the period starting October 1 of the previous calendar year through September 30 of the current calendar year.

The BIA and CAL FIRE will meet every year by April 1<sup>st</sup> to review all invoices submitted the previous year. All unpaid invoices will be discussed and a reconciliation of any outstanding balances will be determined.

If both the BIA and CAL FIRE have submitted invoices, an offset of costs may be used to reduce the funds due from one party to the other.

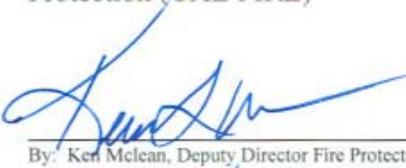
CAL FIRE and BIA agree not to bill any actions authorized by this agreement where the total costs of services (not including any administrative charges) is less than one hundred dollars (\$100).

The CFMA as supported by this Statewide Annual Operating Plan supersedes and cancels the Cooperative Fire Protection Agreement between the U. S. Department of the Interior Bureau of Indian Affairs and State of California Department of Forestry and Fire Protection, as amended, entered into on July 18, 2003.

For reimbursement purposes, expenditures shall include both direct and administrative costs. The Administrative charge used for all billings will be applied to all direct costs. Both CAL FIRE and the BIA shall use a comparable method to determine the rate for such administrative changes. All costs will be calculated using established agency procedures. These administrative rates shall be published annually in the California Fire Assistance Agreement annual rate letter as published by the State of California's Office of Emergency Services.

IN WITNESS WHEREOF, the Agencies hereto have executed this Statewide Annual Operating Plan as of the last date written below:

Deputy Director Fire Protection  
State of California  
Department of Forestry and Fire  
Protection (CAL FIRE)



By: Ken Mclean, Deputy Director Fire Protection

Date: 5/8/08

Regional Fire Management Officer  
USDI Bureau of Indian Affairs  
Pacific Regional Office

Contracting Officer  
USDI Bureau of Indian Affairs  
Pacific Regional Office



By: Ronald P. Recker, Regional Fire Management Officer

Date: 4/7/08



By: Kathleen (Gail) Schultz, Contracting Officer

Date: 5/22/08