

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
Mid-Pacific Region

AGREEMENT BETWEEN THE UNITED STATES  
AND  
THE STATE OF CALIFORNIA DEPARTMENT OF FORESTRY  
AND FIRE PROTECTION  
PROVIDING FOR WILDLAND FIRE SUPPRESSION  
ON RECLAMATION LAND

**Table of Contents**

I	DEFINITIONS .....	2
II	TERM OF AGREEMENT .....	2
III	ROLES AND RESPONSIBILITIES .....	3
IV	TRANSFER OF FUNDS .....	4
V	SPECIAL PROVISIONS .....	5
VI	GENERAL PROVISIONS .....	5
	EXHIBIT A Designated Land Description.....	1
	EXHIBIT B Designated Land Maps.....	1
	EXHIBIT C Full Service Agreements.....	1

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
Mid-Pacific Region

AGREEMENT BETWEEN THE UNITED STATES  
AND  
THE STATE OF CALIFORNIA DEPARTMENT OF FORESTRY  
AND FIRE PROTECTION  
PROVIDING FOR WILDLAND FIRE SUPPRESSION  
ON RECLAMATION LAND

THIS AGREEMENT is made in pursuance generally of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory or supplementary thereto, and the Reciprocal Fire Protection Act of May 27, 1955, (69 Stat. 66; 42 U.S.C. 1856a), and acts amendatory or supplementary thereto, between the United States of America, acting through the Bureau of Reclamation, Department of the Interior, hereinafter referred to as **Reclamation**, and the California Department of Forestry and Fire Protection, hereinafter referred to as **CAL FIRE**;

**RECITALS**

The United States has constructed and is operating the Central Valley Project, the Solano Project, the Orland Project, the Cachuma Project, the Ventura River Project, the Santa Maria Project, and part of the Klamath Project, all in California (the Projects), for diversion, storage, carriage, distribution and beneficial use, for flood control, irrigation, municipal, domestic, industrial, fish and wildlife mitigation, protection and restoration, generation and distribution of electric energy, salinity control, navigation and other beneficial uses, of waters of the Sacramento River, the American River, the Trinity River, the Ventura River, the Klamath River, the Santa Ynez River, the Santa Maria River and the San Joaquin River and their tributaries; and

As part of the operation of the Projects, Reclamation has a need to protect its facilities and land, the water quality and the public from the adverse affects of wildland fire; and

It is Reclamation's policy to manage its land and facilities to reduce the occurrence and severity of wildland fire; and

Reclamation does not possess organic wildland fire fighting resources; and

CAL FIRE possesses wildland fire fighting resources and has access to additional resources through the California Cooperative Wildland Fire Management and Stafford Act Response Agreement (**CFMA**), the California Fire Assistance Agreement (**CFAA**), and Emergency Equipment Rental Agreements (**EERA**).

Therefore, the parties agree as follows:

## I DEFINITIONS

- A. **"Direct Protection Area (DPAs)"** refers to land on which CAL FIRE provides wildland fire protection. DPAs may include a mixture of state and federal responsibility areas.
- B. **"Designated Land"** refers to Reclamation land as described in Exhibit A and shown on the maps in Exhibit B, within a CAL FIRE DPA, which pursuant to this Agreement are to be protected by CAL FIRE.
- C. **"Fire Prevention"** refers to activities directed at reducing the number of fires that start, including public education, law enforcement, dissemination of information, and the reduction of hazards through engineering methods.
- D. **"Fire Protection"** is a general term implying an overall defense against wildland fires. It consists of two major elements; fire control (which implies fire containment and/or suppression or extinguishment) and Fire Prevention.
- E. **"Fire Suppression"** refers to extinguishing or "putting out" wildland fires.
- F. **"O&M"** refers to normal and reasonable care, control, operation, repair, replacement, and maintenance.
- G. **"Project"** refers to the United States Bureau of Reclamation's Central Valley Project, California; and
- H. **"Secretary"** or **"Contracting Officer"** refers to the Secretary of the United States Department of the Interior or his duly authorized representative;
- I. **"State Responsibility Area (SRA)"** refers to land classified by the State Board of Forestry and Fire Protection (under Public Resources Code section 4125 and following) as being the areas in which the financial responsibility for preventing and suppressing fires (excluding those on Federally-controlled land, or those within city limits) is primarily the responsibility of the State.
- J. **"Wildfire"** refers to a fire burning uncontrolled on land covered wholly or in part by timber, brush, grass, grain, or other flammable vegetation.
- K. **"Wildland"** refers to land covered wholly or in part by timber, brush, grass, grain, or other flammable vegetation.

## II TERM OF AGREEMENT

This Agreement shall be effective from the last date of legally required approvals, and shall remain in effect for 5 years from the effective date. By mutual agreement of the parties, this Agreement may be renewed for successive 5 year periods not to exceed 20 years in total. Any such extension must be in writing and properly approved by each party before it becomes effective. The parties shall commence the negotiations of any such renewal not later than 1 year prior to expiration of the then existing Agreement.

### **III ROLES AND RESPONSIBILITIES**

#### **A. CAL FIRE shall:**

1. Provide "Basic" Fire Suppression against all wildfires on Designated Land when those lands are not covered by another Fire Suppression Agreement;
2. As soon as is practicable, notify Reclamation's respective Area Office Emergency Official, facility manager, and reservoir manager of fires known to exist on Designated Land;
3. Regardless of the action of others to suppress fires occurring in or threatening Designated Land, CAL FIRE shall take charge of control action on any such fire as soon after discovery as is practicable and will immediately take action to suppress such fire in a cost-effective manner consistent with its policies;
4. After completion of Fire Suppression action, transmit to Reclamation a copy of the fire report for each fire on Designated Land;
5. Maintain adequate records and accounts of the costs for each fire for which Reclamation may be billed in such detail as will enable a qualified person to readily determine Fire Suppression costs which are reimbursable under this Agreement and preserve such records for three years following payment. To the extent practical, such records shall include, but not be limited to all applicable employee attendance records, payrolls, copies of sub-contracts, purchase orders, invoices from and payments to any subcontractors and suppliers; and
6. Prepare and submit invoices for Fire Suppression costs relating to each fire occurring on Designated Land. In case of complex fire actions, CALFIRE may submit partial invoices with notation indicating supplemental invoices will follow. A general summary of said costs will be provided to Reclamation with each invoice from CAL FIRE.

#### **B. Reclamation shall:**

1. Furnish CAL FIRE with maps showing the location of Designated Land;
2. Notify CALFIRE (by April 1st each year) during the term of this Agreement of:
  - a) Ownership changes in Designated Land; and
  - b) Acreage of Designated Land;
3. Permit CAL FIRE to use all roads, truck trails, springs, reservoirs, fire tanks, and other available "as is" facilities maintained by Reclamation for CAL FIRE's use in Fire Suppression activities;
4. Provide a Resource Advisor to CAL FIRE upon request of the Incident Commander ; and
5. Pay the cost of Fire Suppression as specified in section IV below.

#### **IV TRANSFER OF FUNDS**

- A. Reclamation agrees to pay CAL FIRE for actual Fire Suppression costs incurred by CAL FIRE while suppressing fires on Designated Land. Reimbursement to be claimed by CAL FIRE (as determined by CAL FIRE) and approved by Reclamation shall include:
1. Salaries and wages for permanent and seasonal CAL FIRE personnel used to suppress the fires based on CAL FIRE average actual rate methodology.
  2. The actual costs to CAL FIRE for use of personnel from other agencies and for paid "pickup" labor used to suppress a fire.
  3. The actual cost to CAL FIRE for logistical items, such as, but not limited to: food services, transportation, and sleeping accommodations for personnel engaged in suppressing the fires.
  4. The actual equipment operation costs expended by CAL FIRE to suppress the fires. (These costs shall be calculated by using the hourly or daily rates for each class of vehicle, as listed in the annual "CAL FIRE Equipment Rates" table.)
  5. The total cost to CAL FIRE for equipment rented to suppress the fires.
  6. Replacement or repair cost to CAL FIRE for equipment and tools damaged, destroyed, or lost as a result of a fire. However, any such claim shall be reduced by any salvage value and shall be based on the depreciated value of such equipment and tools prior to the fire, as determined by CAL FIRE. Furthermore, CAL FIRE shall eliminate from said claims any cost directly attributable to the negligence of CAL FIRE personnel operating the tool or equipment.
  7. Cost will include direct expenditures as well as reasonable indirect or administrative cost.
- B. Reimbursement to CAL FIRE for fires which burn into Designated Land shall be determined by the ratio which the burned acreage of Designated Land bear to the burned acreage of State Responsibility Area Land involved in the fire, excluding any burned acreage which is the direct protection responsibility of any other fire protection agency.
- C. Reimburse State within 60 days of receiving CAL FIRE's invoice for Fire Suppression costs. Each payment will be made to the Department of Forestry and Fire Protection and addressed and mailed to the address set forth in section XI below.
- D. Billing shall be submitted to the following address:
- Fire Management Officer  
Mid Pacific Region  
U. S. Bureau of Reclamation (MP-450)  
2800 Cottage Way  
Sacramento, CA 95825-1898

## **V SPECIAL PROVISIONS**

- A. This Agreement terminates and supersedes the previous Agreement between the parties, (Agreement No. CAL FIRE 7CA5389).
- B. This Agreement will automatically include Reclamation land within CAL FIRE's DPAs currently covered by separate "full service" Agreements with CAL FIRE should any of those Agreements be terminated. "Full service" Agreements currently in force are listed in Exhibit C.
- C. Local Reclamation and CAL FIRE offices may create where desired, an annual operating plan (AOP) detailing the expectation in protection of the Designated Land. The AOP shall be reviewed and modified as necessary, and agreed upon annually.
- D. It is mutually agreed that both parties will cooperate in initiating programs to reduce fire hazards on, and promote Fire Prevention education on Designated Land.
- E. It is mutually agreed that both parties will endeavor to follow the spirit and intent of the current CFMA wherever it is not in conflict with this Agreement.

## **VI GENERAL PROVISIONS**

- A. Amendments. Any changes to this Agreement shall be made by means of a written amendment. Changes dealing with administrative matters (such as changes in paying office, changes of address, etc.) may be made by a unilateral amendment. All other changes shall be made by a bilateral amendment (signed by both parties). No other written statement by any person other than the mutually agreed to assigned written amendment and no oral statement of any person shall be allowed in any manner or degree to modify or otherwise affect the terms of the Agreement. No Party is obligated to fund any changes not properly approved in advance.
- B. Termination for Cause. Reclamation may terminate this Agreement in whole, or in part, at any time before the date of completion, whenever it is determined that CAL FIRE has failed to comply with the conditions of the Agreement. Reclamation shall promptly notify CAL FIRE, in writing of the determination and the reasons for the termination together with the effective date. Payments made to CAL FIRE or recoveries by or reimbursement of funds to Reclamation under this Agreement should it be terminated for cause shall be in accordance with the legal rights and liabilities of the parties.
- C. Termination for Convenience. Reclamation or CAL FIRE may terminate the Agreement in whole, or in part, when both parties agree that the continuation of the Agreement would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date, and, in the case of partial terminations, the portion to be terminated and shall enter into a written bilateral amendment to such portion

terminated. CAL FIRE shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. Reclamation shall allow full credit to CAL FIRE for Reclamation's share of the noncancelable obligations, properly incurred by CAL FIRE prior to the termination.

- D. Waiver. It is mutually agreed that the Parties to this Agreement shall each be responsible for and each Party hereby waives any claim against the other Party for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement; provided this provision shall not relieve any Party from responsibility for claims of third parties for losses which the Party is otherwise legally liable.
- E. Books, Records, and Reports. CAL FIRE shall establish and maintain accounts and other books and records pertaining to administration of the terms and conditions of this Agreement. Reports of such activities shall be furnished to the Reclamation Fire Management Officer in such form and on such date or dates as the Fire Management Officer may reasonably require. Subject to applicable Federal laws and regulations, each party to this Agreement shall have the right during office hours to examine and make copies of the other party's books and records relating to matters covered by this Agreement.
- F. Officials not to Benefit. No Member of or Delegate to Congress, Resident Commissioner or official of the State of California shall benefit from this Agreement other than as a water user or landowner in the same manner as other water users or landowners.
- G. Contingent on Appropriation or Allotment of Funds. The expenditure or advance of any money or the performance of any obligation of the United States and the State of California under this Agreement shall be contingent upon appropriation or allotment of funds. No liability shall accrue to the United States or the State of California or its agencies in case funds are not appropriated or allotted.
- H. Notices. All notices and correspondence shall be deemed to have been given when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed as follows:

**To Reclamation:**

Fire Management Officer  
U. S. Bureau of Reclamation (MP-450)  
2800 Cottage Way  
Sacramento, CA 95825-1898

**To CAL FIRE:**

Deputy Chief, CAL FIRE  
State/Federal Cooperative Fire Protection  
Program  
P.O. Box 944246  
Sacramento, CA 94244-2460

Nothing herein contained shall preclude the giving of any such written notice by personal service.

I. By signature below, all signatories to this Agreement certify that the individuals listed in this document are authorized to act in their respective areas for matters related to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year of the last required approval.

UNITED STATES OF AMERICA

By Pablo R. Arroyave  
*Signature*  
Pablo R. Arroyave  
*Print Name*  
10/10/10  
*Date signed*

Regional Director,  
Mid-Pacific Region  
Bureau of Reclamation

CALIFORNIA DEPARTMENT OF  
FORESTRY AND FIRE PROTECTION

By Kenneth N. Pimlott  
*Signature*  
KENNETH N. PIMLOTT  
*Print Name*  
9/28/10  
*Date signed*

Deputy Director for Fire Protection  
California Department of Forestry and Fire  
Protection

## EXHIBIT A Designated Land Descriptions

FIRE SUPPRESSION AGREEMENT 10-XC-20-200399

Bureau of Reclamation Land in California to be covered under this Agreement for Fire Suppression responsibility:

CALFIRE REGION	COUNTIES	EST. ACREAGE	FACILITIES
Northern Region	Napa-Solano-Yolo	7,500	Lake Berryessa
Northern Region	Shasta-Trinity	3,100	Shasta reservoir area
Northern Region	Glenn-Colusa	3,900	East Park & Stony Gorge
Northern Region	El Dorado-Placer	35,000	Auburn State Recreation Area

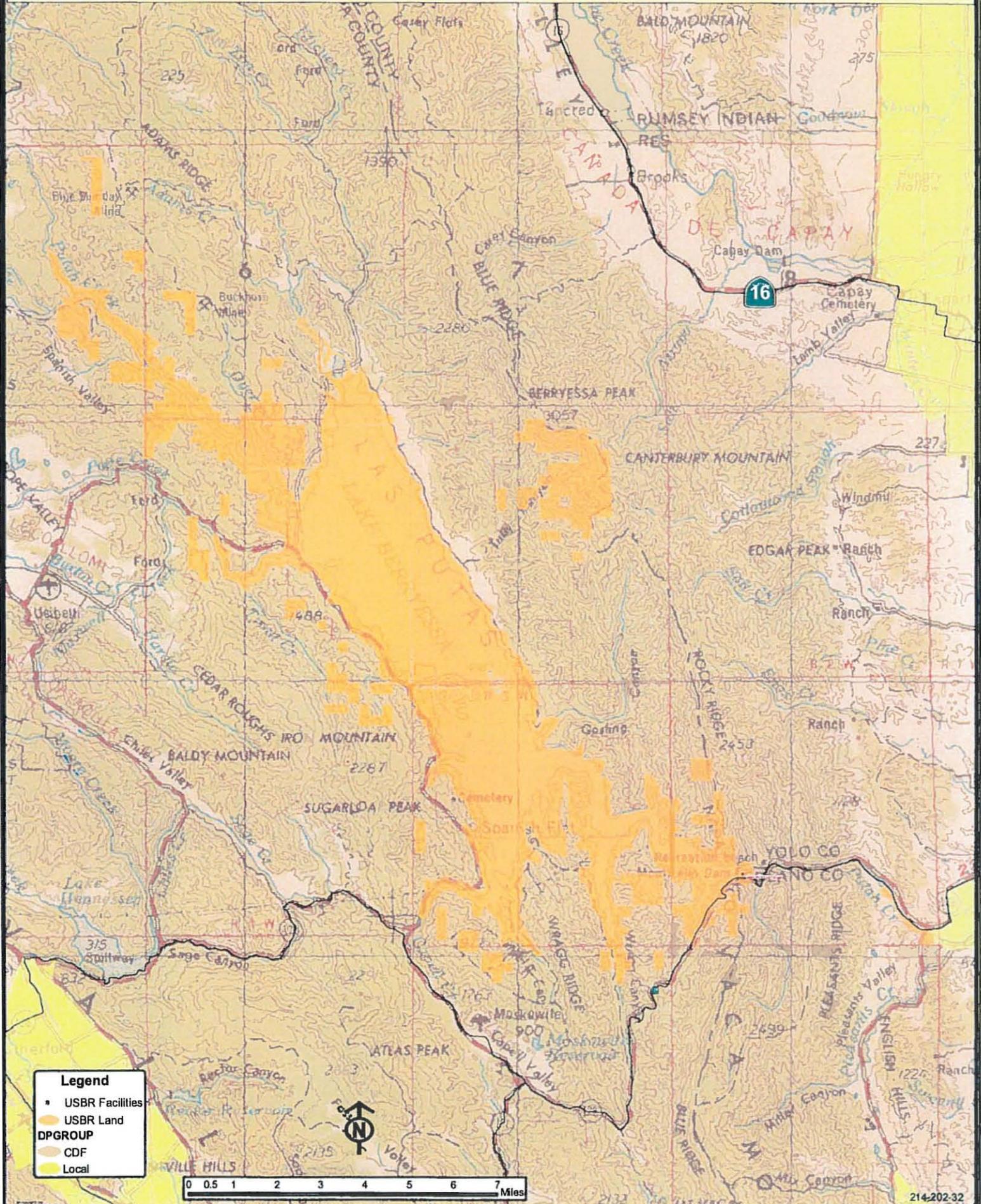
## **EXHIBIT B Designated Land Maps**

**FIRE SUPPRESSION AGREEMENT 10-XC-20-200399**

**Maps of facilities included in this Agreement showing general features and Reclamation land boundaries to be inserted here.**



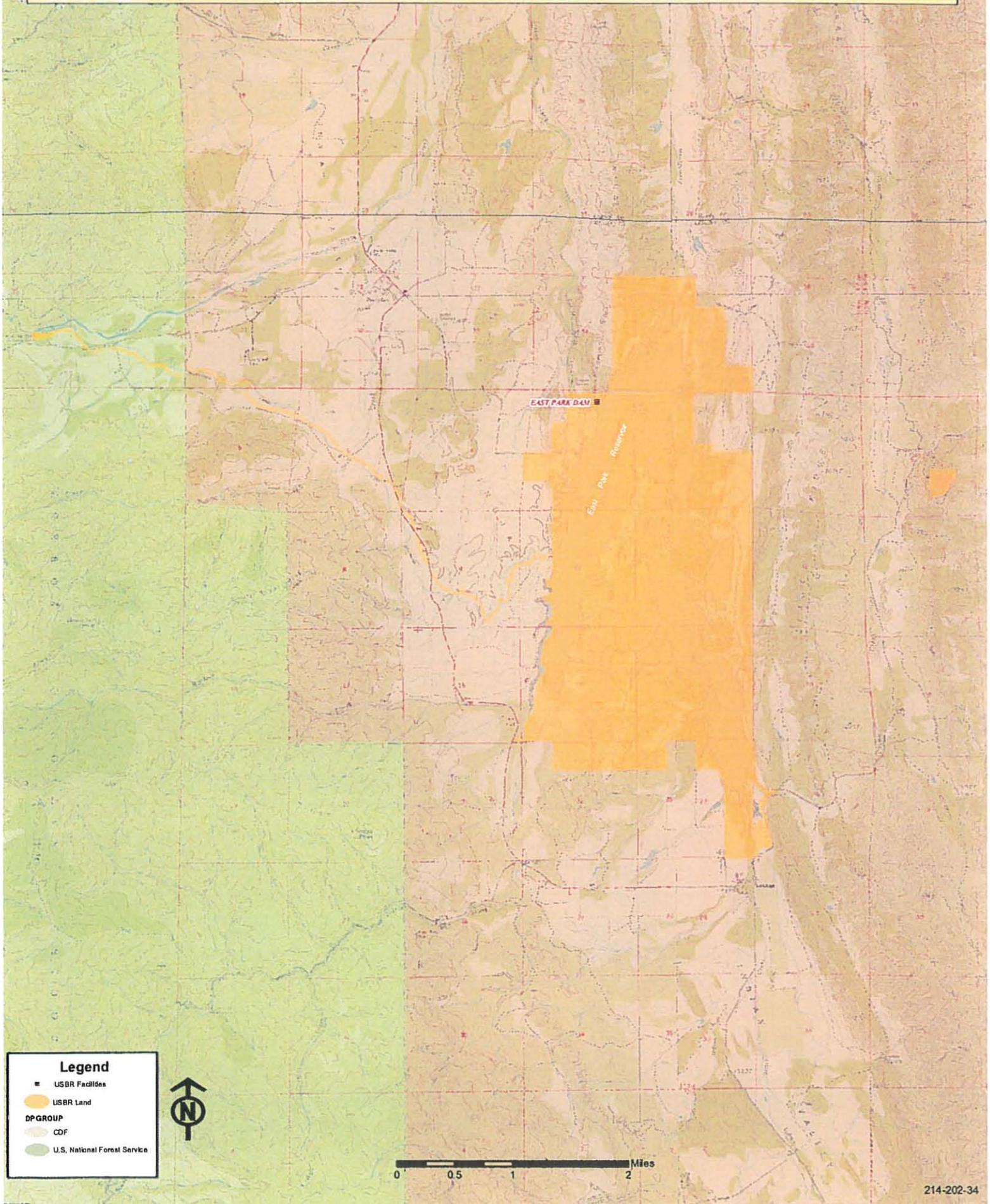
# Direct Protection Jurisdiction - BERRYESSA MPGIS





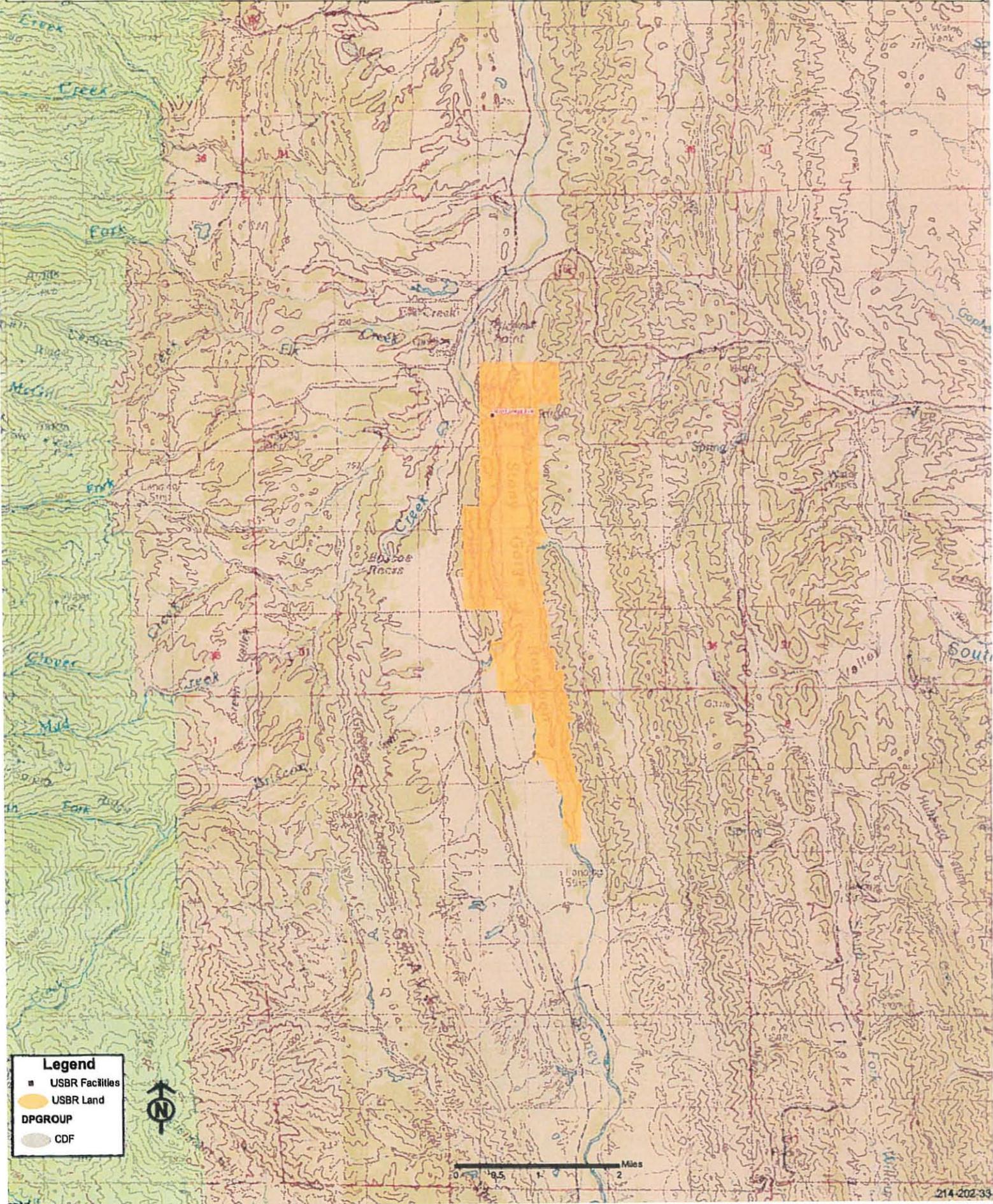


# Direct Protection Jurisdiction - EAST PARK **MFGIS**





# Direct Protection Jurisdiction - STONY GORGE MPGIS



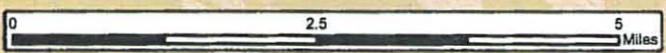
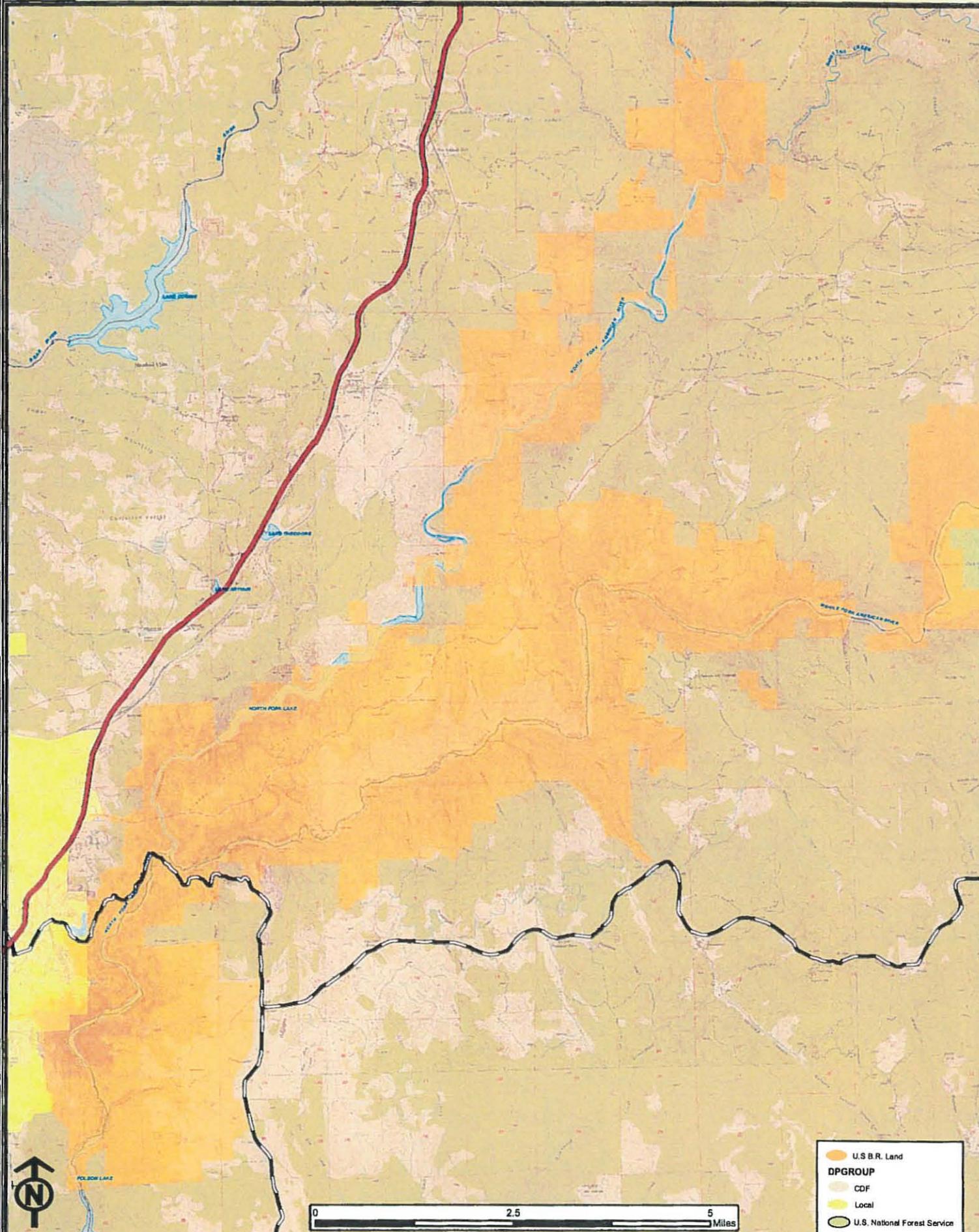
**Legend**

- USBR Facilities
- USBR Land
- DPGROUP
- CDF



# Direct Protection Jurisdiction - AUBURN

MPGIS



- U.S.B.R. Land
- DPGROUP
- CDF
- Local
- U.S. National Forest Service



Date: August 23, 2019  
File Name: N:\mpgis\Auburn\Proc249a11.mxd

## EXHIBIT C Full Service Agreements

### FIRE SUPPRESSION AGREEMENT 10-XC-20-200399

Additional Bureau of Reclamation Land in California to be covered under this Agreement for Fire Suppression responsibility in the event that a "full service" Agreement listed below should be terminated:

CALFIRE REGION	COUNTIES	EST. ACREAGE	FACILITIES	AGREEMENT NUMBER
Southern Region	Calaveras-Tuolumne	50	New Melones recreation area	7-07-20-L3806 TR87-094
Southern Region	Fresno-Merced	8200	Millerton recreation area	Dated July 1, 1949 with three amendments, expires in 2026
Southern Region	Merced-Santa Clara	27,000	San Luis, O'Neill Forebay, Los Banos reservoir areas	Multi-agency Agreement: CAL FIRE 7CA33804 CA DPR C04K0007



# United States Department of the Interior

BUREAU OF RECLAMATION  
Mid-Pacific Regional Office  
2800 Cottage Way  
Sacramento, CA 95825-1898

IN REPLY REFER TO:

MP-450  
PRJ-26.0

APR 17 2015

Mr. Ken Pimlott  
Director  
California Department of Forestry and Fire Protection  
Attn: Mr. Michael Rosales  
P.O. Box 944246  
Sacramento, CA 94244-2460

Subject: Renewal of Fire Suppression Agreement (10-XC-200399) between the Bureau of Reclamation (Reclamation) and the California Department of Forestry and Fire Protection (CAL FIRE) (7CA02777)

Dear Mr. Pimlott:

Currently Reclamation and CAL FIRE have a cooperative agreement (10-XC-200399) for CAL FIRE to provide wildland fire suppression on Reclamation land. This agreement is due to expire on or about October 1, 2015. Reclamation currently has no need to update or change this agreement. You have also indicated that CAL FIRE also has no updates or changes to propose. Therefore, Reclamation proposes that the agreement be renewed for an additional 5 years through September 2020 per section II of the agreement, leaving the agreement terms and conditions unchanged.

If for some unforeseen reason either agency desires to change the terms of this agreement prior to the commencement of the new 5 year term, formal negotiations will have to be initiated and this letter of approval of the renewal will be null and void.

Please sign this letter in the section below signifying CAL FIRE's approval to renew the agreement and return one signed copy to Mr. Chuck Johnson, Regional Fire Management Officer (FMO), at the address noted above. Should you have any questions regarding this letter, please

contact Chuck Johnson at 916-978-5266 or cjohnson@usbr.gov or Scott Springer, interim Regional FMO after Mr. Johnson retires in May, at 916-978-5206 or sspringer@usbr.gov.

Sincerely,



David G. Murillo  
Regional Director

CAL FIRE approves the renewal of said agreement for another 5 years through September 2020.



Ken Pimlott  
Director California Department of Forestry and Fire Protection

7/9/15  
Date