

(No. 127 December 2015)

CAL FIRE# 7CA02773

NPS#

USFS#

BLM#

Cal OES#

CMD#

RECIPROCAL FIRE PROTECTION  
COOPERATIVE AGREEMENT FOR  
STATE OF CALIFORNIA MILITARY  
DEPARTMENT ASSETS  
BY AND BETWEEN

STATE OF CALIFORNIA  
DEPARTMENT OF FORESTRY AND FIRE PROTECTION

STATE OF CALIFORNIA MILITARY DEPARTMENT

UNITED STATES DEPARTMENT OF AGRICULTURE  
FOREST SERVICE  
PACIFIC SOUTHWEST REGION

UNITED STATES DEPARTMENT OF INTERIOR  
BUREAU OF LAND MANAGEMENT CALIFORNIA  
STATE OFFICE

UNITED STATES DEPARTMENT OF INTERIOR NATIONAL  
PARK SERVICE  
PACIFIC WEST REGION

STATE OF CALIFORNIA OFFICE OF  
EMERGENCY SERVICES

## TABLE OF CONTENTS

<b>Authorities</b>	<b>Page 3</b>
<b>Recitals</b>	<b>Page 3</b>
<b>Terms and Conditions – General Policies</b>	<b>Page 4-8</b>
<b>Operating Plan Exhibits Reference Page</b>	<b>Page 9</b>
<b>Agency Signature Page</b>	<b>Page 10</b>
 <b>Large Separate Text Documents</b>	
<b>EXHIBIT A – California Interagency Finance Plan</b>	
<b>EXHIBIT B – Ground Resources</b>	
<b>EXHIBIT C – Incident Awareness and Assessment</b>	
<b>EXHIBIT D – Channel Islands Tanker Base Activation</b>	
<b>EXHIBIT E – MAFFS</b>	
<b>EXHIBIT F – Helicopters</b>	

## **AUTHORITIES**

This Cooperative Agreement is made and entered into between the State of California, Military Department (CMD), the California Department of Forestry and Fire Protection (CAL FIRE), the United States Department of Interior, Bureau of Land Management, California State Office (BLM), the Department of Agriculture, United States Forest Service, Pacific Southwest Region (FOREST SERVICE) the United States Department of Interior, National Parks Service, Pacific West Region (NPS) and the California Office of Emergency Services (Cal OES) under the authority and provisions of: Reciprocal Fire Protection Act of May 27, 1955 (42 USC 1856a); Granger-Thye Act of April 24, 1950 (16 USC 572); Cooperative Funds and Deposits Act of December 12, 1975, P.L. 94-148, (16 USC 565aR -a3), as amended by the Consolidated Appropriations Act of 2008 P.L. 110-161 and the Omnibus Public Lands Management Act, P.L. 111-11, Sec 3001; the California Public Resources Code Section 4141; the California Military and Veterans Code (CMVC) Section 146; and memorandums of understanding between the Department of Defense and Department of Agriculture and Interior.

## **RECITALS**

1. Pursuant to Section 4125 of the Public Resources Code (PRC), CAL FIRE has the primary responsibility for preventing and suppressing fires occurring on certain lands within California that have been so designated by the State Board of Forestry and Fire Protection.
2. Pursuant to certain Acts of the Congress of the United States the BLM, NPS, and the FOREST SERVICE have the responsibility for preventing and suppressing fires occurring on Public and National Forest System Lands within California.
3. CAL FIRE has entered into a cooperative agreement with the BLM, NPS, and the FOREST SERVICE that provides authority for those agencies to assist each other in wildland fire protection.
4. It has been determined that a wildland fire may constitute a public disaster.
5. CAL FIRE, the BLM, NPS, and/or the FOREST SERVICE, hereinafter collectively referred to as FOREST AGENCIES, during wildland fire emergencies, may have urgent need for additional equipment and personnel.
6. A SUPPORTED AGENCY is one of the FOREST AGENCIES that requests assistance from the CMD under this agreement. The CMD is a SUPPORTING AGENCY.
7. Pursuant to Section 146 of the CMVC, the Governor may call the CMD into emergency service to participate in the suppression of fires threatening life and property.
8. Pursuant to Section 8586 of the California Emergency Services Act, the Governor shall assign all or part of his powers and duties under the Emergency Services Act to the Cal OES.

## **TERMS AND CONDITIONS GENERAL POLICIES**

9. The terms and conditions of this agreement apply to a state activation of the CMD, including Modular Airborne Fire Fighting Systems (MAFFS) aircraft, Tanker Base Support, CMD Helicopters and CMD Ground Resources (dozers, handcrews, and transportation equipment) when requested by the Governor or Cal OES. This agreement does not apply to Federal activations of CMD capabilities. The use of CMD resources in combating wildland fires shall be based on the premise that sufficient civilian resources are not available to adequately cope with the wildland fire emergency, and that a Proclamation of Emergency has been issued by the Governor or a Mission Number has been assigned to the CMD by Cal OES for wildland fire duty under authority of CMVC. Separate Operational Plan exhibits for Finance (Exhibit A), Ground Resources (Exhibit B), Incident Awareness and Assessment (Exhibit C), Tanker Base Activation (Exhibit D), MAFFS (Exhibit E) and Helicopters (Exhibit F) will be integral components to this agreement. These Exhibits are separate documents that will be revised and updated annually. Each signatory agency (CMD, CAL FIRE, Cal OES, BLM, FOREST SERVICE, and NPS) will designate an appropriate office or project officer to provide input and update each of the Exhibits. The Exhibit update process will occur between November and April of each year. Updated exhibits will be published no later than the first of May.
10. Under the terms and conditions established in this agreement, all CMD support requests shall be submitted through Cal OES using existing resource request procedures to activate and deploy CMD resources to any fire regardless of which agency has the responsibility for the fire. All supported agencies shall submit resource requests for CMD support through the appropriate CAL FIRE region command center to the CAL FIRE Sacramento Command Center, to Cal OES. Cal OES will review and validate the request. Once approved, Cal OES will request support from the CMD. All subsequent requests for additional resources must be vetted and approved through Cal OES. Any verbal agreement must be followed by a completed CAL FIRE Form FC-112 (National Guard Resource Request). CMD will advise SUPPORTED AGENCIES upon deactivation of personnel and incident closure.
11. CMD resources will not be employed in support of fire suppression activities outside of California under the terms of this agreement unless specifically authorized by the Governor of California (or as delegated in writing), the Adjutant General, and the supported state.
12. CAL FIRE shall verbally notify Cal OES whenever a formal request for CMD assistance is being considered.
13. Command and control of the supporting CMD forces shall be determined by the CMD chain of command.
14. CMD is responsible for ensuring that military personnel meet the minimum qualifications for training as outlined in the Operational Plans (Exhibits B, C, D, E and F).
15. CMD personnel and equipment will be activated or deployed only as long as a need or emergency exists. CMD personnel and equipment should not be used where the SUPPORTED AGENCY could otherwise provide the necessary support or capability.
16. Members of the CMD, who are performing duty pursuant to 32 USC 502 are not within the scope of TITLE VI of the Civil Rights (CR) Act of 1964. CMD agrees to abide by applicable Army and Air National Guard regulations, state law, and California National Guard regulations pertaining to equal opportunity and the protection of civil rights.
17. No member of, or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit to arise there from, unless it is made with a corporation for its general benefit.
18. Cal OES will ensure that the use of CMD resources is appropriate and required.
19. Cal OES shall notify the Governor of any request for CMD resources.

20. Cal OES shall advise the CMD JOC when they have approved an activation of CMD resources to support wildland firefighting operations.
21. All uses of CMD resources from Cal OES shall be within the conditions authorized by the Governor.
22. All resource requests will be processed in accordance with the current Cal FIRE 8100 Handbook.
23. CMD shall promptly issue all necessary orders for personnel and equipment required to accomplish the mission. The CMD shall activate sufficient personnel, equipment, mission command and sustainment support required to provide the requested resources. CMD will determine the number of personnel and staffing levels based upon the specific mission to be accomplished and the equipment involved.
24. CMD shall provide daily reports to Cal OES and SUPPORTED AGENCIES which will include resources assigned and associated costs against the activation.
25. The CMD provides qualified operators for all CMD owned equipment. CMD shall only authorize qualified non-military personnel to operate CMD equipment when necessary for the immediate preservation of life.
26. Qualified CMD personnel may be permitted to operate nonmilitary equipment, when authorized by the SUPPORTED AGENCY and the CMD Chain of Command.
27. The following guidelines apply to CMD equipment:
  - a. Maintenance and repair of CMD equipment, while such equipment is assigned to a SUPPORTED AGENCY. The SUPPORTED AGENCY shall pay or reimburse the CMD for damages 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 CMD. Loss or damage to CMD equipment occurring on an incident shall be reported to the incident finance section to ensure proper documentation and investigation. CMD will initiate an Incident Report (CMD CALFORM 190-40) which will be made available to the SUPPORTED AGENCY. CMD shall assume security of equipment assigned as a resource to supported agencies unless otherwise agreed.
  - b. Resource availability, maximum daily usage, crew limitations, and other operational considerations shall be specified in each operational exhibit.
  - c. It is the joint responsibility of the SUPPORTED AGENCY and the CMD to return the equipment readiness to the condition it was prior to activation. Deferred maintenance costs are included in the usage charge for most equipment, but CMD will generally be authorized additional maintenance support time to clean, reconfigure and perform limited unscheduled maintenance required as a result of the use of the asset. Personnel charges will be limited to personnel directly involved in the maintenance of activated equipment.
28. Unless otherwise agreed at the time of activation, CMD shall provide its own fuel support. As a last resort, the CMD may request the SUPPORTED AGENCY provide bulk fuel. CMD shall account for all fuel received from any SUPPORTED AGENCY and directly deduct the full dollar amount from related billings. See EXHIBIT A for required forms and procedures.
29. The agency managing the incident is responsible for the proper collection, storage, packaging, manifesting, and disposal of all hazardous waste generated as a result of CMD maintenance at the incident, command post, base camp, staging area, or mobilization center. Such collection, storage, packaging, manifesting, and disposal shall conform to all applicable federal, state, and local laws, rules, and regulations.

30. Activation, to include mobilization, training and out-processing of CMD personnel will not exceed 29 days without prior approval of the CMD's Adjutant General.
31. CMD will bill the SUPPORTED AGENCY in accordance with EXHIBIT A.
32. CAL FIRE is responsible for providing logistical support (feeding, housing, transporting) for CMD personnel assigned to an incident. For all other supporting CMD personnel, CMD will manage logistics in accordance with State travel and contracting policies. When an incident is operating from a CMD facility, CAL FIRE may agree to manage logistics. CMD may request specific support directly from CAL FIRE when it is advantageous for all and to prevent competing for the same resources. SUPPORTED AGENCIES may request the CMD manage specific logistical requirements. CMD shall use the California Emergency State Active Duty System (CaESADS) as the system of record for all costs and expended resources in support of activations. CMD shall bill all logistical and travel costs associated with activations. In all cases, state travel rules will apply. See Exhibits for detailed logistical support concepts.
33. In the event a canteen/commissary is established by FOREST AGENCIES at the incident base, CMD personnel shall be allowed access in accordance with the procedures in effect at the time.
34. CMD personnel will not be permitted to use privately owned vehicles to travel to or from the scene of wildland fires. The SUPPORTED AGENCY will coordinate with the CMD to arrange transportation of CMD personnel to and around the incident. Transportation requirements and arrangements will vary depending on the nature of the incident and resources requested.
35. CMD personnel shall remain under the command and control of the CMD. Incident Mission assignments will be directed by responsible SUPPORTED AGENCY using established approval channels. Until deactivated, CMD resources can be reassigned to another incident(s). Re-assignment to a new incident requires concurrence of the CMD who shall be afforded the opportunity to swap personnel and equipment in order to sustain operations.
36. The SUPPORTED AGENCIES and the CMD hereby waive all claims between and against each other for compensation for loss, damage, and personal injury, including death, to each other's property, employees, agents, and contractors occurring in the performance of this agreement.
37. SUPPORTED AGENCIES will reimburse CMD for all expendable materials and services, procured by CMD in support of specific wildfire operations, in accordance with this agreement. This includes fuel, lodging, and subsistence costs for CMD personnel/units deploying to or from home station to incident bases. Any procurement of materials, supplies, or services made by CMD while at an incident will be coordinated with the incident logistics function.

38. SUPPORTED AGENCIES will reimburse CMD for indirect costs and Central Services Cost Recovery at the approved rate in existence at the time of the incurred costs, in accordance with approved indirect cost rate proposal, approved by the State Department of Finance. Costs shall be computed in accordance with SAM 8752 and 8752.1. Nothing herein contained shall preclude advance payments by CAL FIRE pursuant to Article 1, Chapter 3, Part 1, Division 3, Title 2, of the California Government Code.
39. Nothing herein shall be interpreted as obligating the SUPPORTED AGENCIES to expend funds or as involving the United States or the State of California in any contract or other obligation for the future payment of money in excess of appropriations authorized by law and administratively allocated for the work contemplated in this agreement.
40. CMD and SUPPORTED AGENCIES shall be subject to examination and audit for three years after final payment under the terms of this agreement. Examination and audit shall be confined to those matters connected with the performance of this agreement including, but not limited to, the cost of administration.
41. This agreement supersedes and cancels the agreement, entered into on July 1, 2010, between CAL FIRE, FOREST SERVICE, BLM, NPS, CMD and Cal OES.
42. This agreement may be amended at any time by written mutual consent of the parties hereto. All amendments must be written and signed to be effective.
  - a. For the purposes of agreement renewal or amendment a committee (the 'Committee') or represented agencies shall be formed for the purpose of negotiating the terms of the agreement renewal or amendment. For the purposes of coordination CAL FIRE shall retain the official final document master copy from which all renewal and amendment changes shall originate. The Committee shall coordinate the approval process, respective of their own agency and approval authorities, for the final draft version of all renewal or amendment proposals for the purposes of moving forward to agency signature. CAL FIRE shall be the coordination point for distributing the signature version of the final agreement or amendment.
  - b. Agreement renewal meetings should begin no later than 12 months before the expiration date of the existing agreement for the purpose of re-negotiation. It is recommended that the Committee produce the final document for signatures no later six months before the expiration date of the Agreement.
  - c. The Cooperative Agreement for California Military Department Assets is the umbrella agreement that addresses the administrative process for obtaining CMD assets. The operational use of said assets will be specified in Operational Exhibits which may be reviewed annually for necessary operational changes, updates, and amendments. As an exhibit to the umbrella agreement, the Operating Plan Exhibits are subject to change by unanimous agreement of all signatory agencies, however outside of the agency signatory process as required of the umbrella agreement. Committees comprised of subject matter experts relative to the subject of each Operating Plan Exhibit, and represented by all signatory agencies, should perform the annual Operating Plan review for each exhibit prior to March 1, but no later than the declared fire season of each year. Each signatory agency will be allowed a review and approval period prior to implementation of any updated operating plan.
  - d. This instrument is executed as of the date of last signature and is effective for five years from that date, at which time it will expire unless extended.
43. Any of the Parties retain the right to terminate their participation under this Agreement by providing 30 days written notice to the other Parties.

44. General Terms and Conditions which apply to this Cooperative Agreement (GTC306) are found on the California Department of General Services web site at: <http://www.documents.dgs.ca.gov/ols/GTC-306.doc>. The applicable GTC 306 is the version in place upon execution of this agreement.

45. **Tort Claims Against the Federal Government and State Government**

Paragraph 5 of the GTC 306, General Terms and Conditions, does not apply because it is superseded by this paragraph.

Any claim against the United States for personal injury, property damage or monetary loss resulting from the negligent or wrongful act or omission of any employee of the United States while acting within the scope of his or her employment shall be processed under the Federal Tort Claims Act. 28 U.S.C. 1346(b) and 2671-2680.

Any claim against the State of California for personal injury, property damage or monetary loss resulting from the negligent or wrongful act or omission of any employee of the State of California while acting within the scope of his or her employment shall be processed under Government Code Section 900 et seq.

46. All separate exhibits will be reviewed and updated annually by all signatory parties. The updates shall not be considered an amendment to the agreement under paragraph 42a. CAL FIRE maintains responsibility for scheduling these updates each year and distributing the updated exhibits to all signatories.

47. Per Incident Command System Operating Guidelines, any release of incident information including photos / video / tours and incident related interviews shall be coordinated through the Incident Lead Public Information Officer or their designee. Redistribution or linkage to any of the incidents official information sources do not need prior authorization. The initial activation of any CNG resource will require a press release coordinated jointly with the CNG, CAL FIRE and Cal OES for approval by the Governor's press office.

48. Abbreviations and Acronyms:

BLM: United States Department of Interior, Bureau of Land Management, California State Office

Cal OES: California Office of Emergency Services

CAL FIRE: California Department of Forestry and Fire Protection

CMD: California Military Department

CMVC: California Military and Veterans Code

CNG: California National Guard

JOC: Joint Operations Center

MAFFS: Modular Airborne Fire Fighting System

NPS: United States Department of Interior, National Parks Service, Pacific West Region

FOREST SERVICE: Department of Agriculture, United States Forest Service, Pacific Southwest Region

**OPERATING PLAN EXHIBITS A, B, C, D, E and F REFERENCE PAGE**

**CALIFORNIA INTERAGENCY FINANCE PLAN – EXHIBIT A  
(Separate Large Text Document)**

**GROUND RESOURCES (Handcrews, Dozers, and Transport Equipment) OPERATING PLAN - EXHIBIT B  
(Separate Large Text Document)**

**INCIDENT AWARENESS AND ASSESSMENT RESOURCES OPERATING PLAN - EXHIBIT C  
(Separate Large Text Document)**

**CHANNEL ISLANDS AIRTANKER BASE OPERATING PLAN - EXHIBIT D  
(Separate Large Text Document)**

**MAFFS OPERATING PLAN -EXHIBIT E  
(Separate Large Text Document)**

**MILITARY HELICOPTER OPERATING PLAN – EXHIBIT F  
(Separate Large Text Document)**

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

STATE OF CALIFORNIA  
DEPARTMENT OF FORESTRY  
AND FIRE PROTECTION  
By:

  
\_\_\_\_\_  
DIRECTOR

Date: 7/7/15

STATE OF CALIFORNIA  
MILITARY DEPARTMENT  
By:

\_\_\_\_\_  
THE ADJUTANT GENERAL

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

REGIONAL FORESTER  
USDA, FOREST SERVICE  
PACIFIC SOUTHWEST REGION  
By:

\_\_\_\_\_  
REGIONAL FORESTER

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

STATE DIRECTOR  
USDI, BUREAU OF LAND MANAGEMENT  
CALIFORNIA STATE OFFICE  
By:

\_\_\_\_\_  
STATE DIRECTOR

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

REGIONAL FORESTER  
USDI, NATIONAL PARK SERVICE  
PACIFIC WEST REGION  
By:

\_\_\_\_\_  
REGIONAL FORESTER

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

STATE OF CALIFORNIA  
OFFICE OF EMERGENCY SERVICES  
By:

\_\_\_\_\_  
AGENCY SECRETARY

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

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

\_\_\_\_\_  
U.S Forest Service Grants & Agreement Specialist Date

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

STATE OF CALIFORNIA  
DEPARTMENT OF FORESTRY  
AND FIRE PROTECTION

By:

\_\_\_\_\_  
DIRECTOR

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

REGIONAL FORESTER  
USDA, FOREST SERVICE  
PACIFIC SOUTHWEST REGION  
By:

\_\_\_\_\_  
REGIONAL FORESTER

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

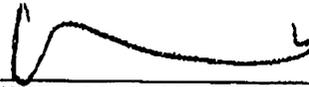
REGIONAL FORESTER  
USDI, NATIONAL PARK SERVICE  
PACIFIC WEST REGION  
By:

\_\_\_\_\_  
REGIONAL FORESTER

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

STATE OF CALIFORNIA  
MILITARY DEPARTMENT

By:

  
\_\_\_\_\_  
THE ADJUTANT GENERAL

Date: 17 Sept 85

STATE DIRECTOR  
USDI, BUREAU OF LAND MANAGEMENT  
CALIFORNIA STATE OFFICE

By:

\_\_\_\_\_  
STATE DIRECTOR

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

STATE OF CALIFORNIA  
OFFICE OF EMERGENCY SERVICES  
By:

\_\_\_\_\_  
AGENCY SECRETARY

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

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

\_\_\_\_\_  
U.S Forest Service Grants & Agreement Specialist

\_\_\_\_\_  
Date

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

STATE OF CALIFORNIA  
DEPARTMENT OF FORESTRY  
AND FIRE PROTECTION

By: \_\_\_\_\_

\_\_\_\_\_  
DIRECTOR

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

REGIONAL FORESTER  
USDA, FOREST SERVICE  
PACIFIC SOUTHWEST REGION

By: \_\_\_\_\_

\_\_\_\_\_  
REGIONAL FORESTER

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

REGIONAL DIRECTOR  
USDI, NATIONAL PARK SERVICE  
PACIFIC WEST REGION

By: \_\_\_\_\_

*Patricia L. Neubacher*

\_\_\_\_\_  
REGIONAL DIRECTOR

Date: *6/22/15*

STATE OF CALIFORNIA  
MILITARY DEPARTMENT

By: \_\_\_\_\_

\_\_\_\_\_  
THE ADJUTANT GENERAL

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

STATE DIRECTOR  
USDI, BUREAU OF LAND MANAGEMENT  
CALIFORNIA STATE OFFICE

By: \_\_\_\_\_

\_\_\_\_\_  
STATE DIRECTOR

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

STATE OF CALIFORNIA  
OFFICE OF EMERGENCY SERVICES

By: \_\_\_\_\_

\_\_\_\_\_  
AGENCY SECRETARY

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

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

\_\_\_\_\_  
U.S Forest Service Grants & Agreement Specialist

\_\_\_\_\_  
Date