

CY 2001-2005 COST SHARE AGREEMENT

FOR

UNIFIED HELICOPTER AVAILABILITY

between

THE STATE OF FLORIDA, DIVISION OF FORESTRY

and

**THE US DEPARTMENT OF AGRICULTURE, NATIONAL FORESTS IN
FLORIDA**

The following is the cost share agreement between the above-mentioned agencies as it was negotiated for the following fire suppression activity and is considered a statewide agreement:

SITE: FLORIDA INTERAGENCY COORDINATION CENTER, TALLAHASSEE AIRPORT

INCIDENT NUMBERS:

Incident numbers and codes will be assigned as needed on an annual basis.
A unique accounting code will be assigned for cost tracking purposes.

STARTING DATE: January 1, 2001

JURISDICTIONS: USDA, FOREST SERVICE-NATIONAL FORESTS IN FLORIDA
STATE OF FLORIDA, DIVISION OF FORESTRY

COMMAND STRUCTURE: Critical fire situations in Florida dictate that certain actions be taken in preparation for the pending and current wildland fire situations. This will necessitate the creation of a Florida Interagency Coordination Center group to support the command decisions made by the two agencies

COST SHARE PERIOD: This Cost Share Agreement covers the period starting January 1, 2001 and ending December 31, 2005.

AGENCY REPRESENTATIVE PARTICIPATING IN THE DEVELOPMENT OF THIS COST SHARE AGREEMENT:

USDA, Forest Service

Joe Ferguson, National Forests in Florida
James Hart, National Forests in Florida
David Galloway, National Forests in Florida
Don Overly, National Forests in Florida

State of Florida, Division of Forestry

Mike Long, DOF
Jim Karels, DOF
Paul Palmiotto, DOF

This cost-share agreement was prepared under the following guidelines:

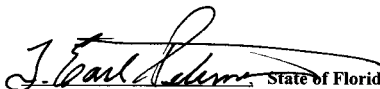
1. In accordance with the Cooperative Fire Protection Agreement between the USDA, Forest Service, National Forests in Florida and the State of Florida, Division of forestry.
2. All costs originating from orders placed by and for this activity that can be reasonably obtained and recorded for the cost-share period will be included in this agreement and will be shared on the basis of the agency representative's mutual agreement.
3. Cost for nonexpendable property purchases by each agency will be charged directly to that agency and will not be shared.
4. Cost incurred by cooperators not engaged in joint fire suppression activities will not be included as part of this cost-share agreement.
5. Agency specific costs that do not contribute directly to this joint activity will not be shared.
6. Responsibility for tort claim costs or compensation for injury costs will not be part of this agreement. Responsibility for these costs will be determined outside of this agreement. Costs incurred for the resolution of tort claims may be included in the cost settlement. Compensation for injury costs will be part of the overall administrative cost.
7. Non-suppression rehabilitation costs are the responsibility of the jurisdictional agency and will not be shared.
8. Each agency's share of the total costs for this joint activity is based on the judgment of the incident commanders representing each agency and is based on recognizing that there are certain costs to be incurred in the establishment of air operations activities and there is a preparedness element as well as a suppression element in protecting wildlands from wildfire. The Air Operations Group is assigned the responsibility of coordinating the utilization of assigned aircraft throughout the State of Florida and when appropriate will assign helicopters to various locations throughout the State of Florida. It is recognized that certain costs will be incurred whether the aircraft are utilized or assigned to an ongoing incident. The cost of making the aircraft available will be shared equally for the first \$100,000 of incurred costs. After that costs will be shared based on the utilization of all assigned helicopters in the State of Florida during the Unified Command period. Costs will be shared on the basis of total aircraft utilization by each agency. Only those aircraft assigned to the FICC operation center will be considered in the cost calculations.
9. The parties to this agreement will meet annually when accounting records are complete to determine the total costs for each agency. Costs from this agreement will be consolidated with the other cost share agreements in the state. The agency whose total actual costs exceed their calculated proportioned share will submit a bill to the other agency. The Forest Service will represent all federal land management agencies. The billing, when paid, will result in each agency sharing overall incident costs as herein agreed.

10. The report "**Cost Containment on Large Fires: Efficient Utilization of Wildland Fire Suppression Resources**", prepared by the National Association of State Foresters, Fire Protection Committee, July 1, 2000 contains valuable information on strategies and direction for reducing costs in wildland fire situations. **Appendix B3. The First Steps Toward Cost Containment**, lists the following objectives for Agency Line Officers:
- a. Create Realistic Expectations
 - b. Deal With Development in the Wildland/Urban Interface
 - c. Eliminate Conflicting Objectives
 - d. Think "Outside the Box"

Personnel involved in the wildland fire suppression efforts in Florida should familiarize themselves with this report.

11. This agreement may be terminated by either party with 60 days advance notice but is intended to provide a working relationship for the next five years. The effective dates will be January 1, 2001 to December 31, 2005 and may be extended by mutual agreement.
12. Activation of this activity will be done by mutual agreement by the designated representatives of each agency.

This agreement and the apportionment are the revised judgments of agency cost responsibilities. This agreement supercedes and replaces the Cost Share Agreement dated June 1, 2000 signed by L. Earl Peterson, State of Florida, DOF and Marsha Kearney National Forests in Florida.


L. Earl Peterson, State of Florida, Division of Forestry


Marsha Kearney, USDA-Forest Service, National Forests in Florida

Date of this Finalized Agreement 4/26/02