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National Wildland-Urban Interface Fire Protection Program

Introduction

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This publication was prepared to accompany a special videotape presentation of the National Wildland/Urban Interface  Fire Protection Program. The videotape and copies of this publication are available from the National Fire Protection Association.

Sponsors of the National Wildland/Urban Interface Fire Protection Program include:

National Association of State Foresters

National Fire Protection Association

United States Department of Agriculture

Forest Service

United States Department of Interior

Bureau of Indian Affairs
Bureau of Land Management
Fish and Wildlife Service
National Park Service

United States Fire Administration



This publication and its companion videotape are updates to a similar satellite broadcast and publication (shown at left) that were produced by the National Wildland/Urban Interface Fire Protection Initiative in 1988. The updates are substantial, in that all of the video and almost all of the the publication have been changed with new information.

Also new is the appendix material in the publication, containing sample cooperative fire protection agreements for you to modify according to local needs.

Unchanged is the need and reward for all types of interested individuals and agencies to build interagency cooperation as a way to improve wildfire protection.

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What is Cooperation?



"Alliances between companies, whether they are from different parts of the world or different ends of the supply chain, are a fact of life in business today. Some alliances are no more than fleeting encounters, lasting only as long as it takes one partner to establish a beachhead in a new market. Others are a prelude to a full merger of two or more companies technologies and capabilities. Whatever the duration and objectives of business alliances, being a good partner has become a corporate asset. I call it a company's collaborative advantage. In a global economy, a well-developed ability to create and sustain fruitful collaborations gives companies a significant competitive leg up."


**- "Collaborative Advantage: The Art of Alliances" by Rosabeth Moss Kanter
Harvard Business Review, July-August 1994.**

Cooperation is not exclusive to corporations. Though fire protection organizations are not normally required to compete in the marketplace, they often find themselves involved with more alliances today than in the past. Diminishing budgets and increased expectations of public services require new and more diverse cooperative approaches.

"Cooperation is an innocuous term, but by all accounts it is problematic. Parents implore their children to cooperate, many institutional studies conclude that more interagency cooperation is needed, and no one is opposed to cooperation as a general concept. Like motherhood and apple pie, cooperation is a long-standing shared American value that is at least as strong a component in American history as competition. Concepts of cooperation evoke images of democratic government including concepts of federalism, pluralism and representation. But the simple fact that cooperation is invoked prescriptively so often in sites ranging from a school yard to the U.S. Congress suggests that achieving effective cooperation between individuals and institutions is not so simple...cooperation and collaboration at appropriate geographic scales becomes critical. Just what cooperation is and how it is achieved are not obvious."

**- *Regional Cooperation* by Steven L. Yaffe School of Natural Resources and
Environment, University of Michigan.**

Indeed, cooperation is hard to define because it can mean different things to each agency involved. The act of cooperating also takes on qualities unique to each situation.

This publication describes a process that may be adopted for use by many agencies for a common purpose; in this case, fire protection in wildland/urban interface  areas. As in business, some alliances may be short in duration and scope; others more long-term. Regardless of the duration, most will require planning, nurturing, and formal documenting.


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Why Cooperate?



Rapid urban expansion challenges land and resource managers, urban planners, governing entities, and emergency service agencies. It also has the potential to greatly affect the quality of life for people who choose to live in the area known as the wildland/urban interface .

Fires in the wildland/urban interface are unique. They challenge both structural and wildland fire fighters, who are trained and equipped differently. Wildland fire fighting agencies are now faced with an increased number of homes built in the path of wildfires, and their municipal counterparts are grappling with multiple ignitions from fast-burning vegetative fires. Everyone agrees that no single agency is adequately prepared to handle both types of fire fighting.

The problem is compounded by the fact that wildfires do not respect political boundaries of community, land management, or fire district. Therefore, agencies responding to fires in wildland/urban interface areas must develop combined, coordinated, and effective efforts. As fire fighting resources become increasingly scarce, it is more important than ever to strengthen cooperative relationships.



Earl Cordes, chief, rural fire protection district:

We feel that ultimately the taxpayer has paid for all of this equipment. The taxpayers, when they need help, they dial one number, 911. They don't care what color the fire truck is; they don't care what color the uniform of the fire fighter is. They need help and they want help. And we feel that when we face these political boundaries that are placed upon us by government, we try to dissolve them in our working relationships. We cross over the boundaries to deal with the emergency issues.

Fire managers and officers must realize, too, that wildfire protection is only one of the resource challenges in the wildland/urban interface. Recreational access needs, insect and disease encroachment, hydrologic impacts, impaired scenic views, wildlife impacts, and increased needs for environmental education represent other areas requiring management. Fire protection agencies must be willing to understand these "quality of life" issues as valued by the people living in local interface areas. This understanding will help provide opportunities for cooperation between citizens and those organizations mandated to protect their properties and adjacent resources from wildfire. Governmental agencies must

understand and clearly illustrate their specific roles in dealing with wildland/urban interface and ensure that the public shares the responsibility for the resolution of problems.

Addressing the fire problems of the wildland/urban interface requires a community and interagency understanding of all resource management challenges associated with urban growth. This is best accomplished at the local level where problems are the most obvious and immediate.

There are many different types of cooperation in delivering wildfire protection. An example of wildfire cooperation on a national level is the National Wildfire Coordinating Group (NWCG). The purpose of the NWCG is to design and coordinate programs of the participating agencies to avoid wasteful duplication and to provide a means of constructively working together. Wildfire coordinating groups of smaller scope (regional, state, and local) can be found across the country. Often these coordinating groups use sub-groups or task groups to deal with specific areas of interest (e.g., prevention, training, safety, equipment). Other examples of cooperation can be found in the efforts of private associations, citizen groups, and governmental organizations.

The primary purposes of a written cooperative agreement are 1) to establish standards, 2) to document working relationships, and 3) to provide a legal basis for financial exchange, if needed. Cooperative agreements facilitate interagency fire protection work across jurisdictional boundaries by incorporating interagency conventions determined through federal, state, and local coordinating groups and supported by individual agency laws and authorities.



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National Wildland-Urban Interface Fire Protection Program

Developing Fire Protection Cooperation





Cooperation is accomplished through partnerships. Following the six step process outlined in this publication will help establish partnerships in a cooperative approach to wildfire protection. The specific result of the process is the establishment of a cooperative fire protection agreement with related sub-agreements.

According to the National Wildfire Coordinating Group (NWCG), fire protection includes all of "the actions taken to limit the adverse environmental, societal, political, and economic effects of fire."



Pat Durland, federal fire manager:

Fire protection means much more than just fire fighting. Those things that are also included in fire protection are fire prevention  and pre-suppression. Pre-suppression includes training, dispatching, equipment needs and location of equipment. These are the kind of things that need to be taken care of well in advance through a cooperative process before the incident begins.

The six step process will work for other types of cooperative arrangements as well. Community groups and non-fire organizations are now being integrated better into wildfire protection and may also be signatory to new cooperative agreements. If not signatory, their views, interests and participation must be incorporated in wildland/urban interface  efforts.

Building cooperation can be challenging. Preparation for cooperation includes identifying the factors that facilitate cooperation and recognizing the obstacles that detract.

Factors that facilitate cooperation

- Shared problems; sense of threat or crisis
- Shared goals
- Sense of place
- Prior relationships between individuals
- Public pressure or interest
- Use of collaborative, proactive process
- Effective process management
- Interpersonal skills
- Dedicated, open-minded individuals
- Opportunities for interaction; a sense of control
- Resources, capabilities and support
- Technology, especially telecommunications

Obstacles to effective cooperation

- Limited resources, time and energy
- Limited skills of staff members in outreach, human relations
- Government policies or budgeting
- Attitudinal factors
- Intergroup attitudes, as between social groups, organizations
- Organizational norms and turf
- Lack of agency support for interagency efforts
- Public opposition, fear or skepticism
- Inadequate opportunities for interaction
- Conflicting or ineffective incentives to cooperation
- Ineffective process management
- Local parochial concerns
- Inappropriate political influence

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Developing a Cooperative Approach in Six Steps



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Developing a Cooperative Approach to Wildfire Protection

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Identify Partners and Get Commitment



Fire fighting agencies have a history of cooperation, most often occurring on a voluntary basis to overcome a lack of fire suppression  resources. In the future, wildfires will continue to threaten more structures and affect political and financial resources on a broader scale.

Future partnerships will be more creative and include community groups and non-governmental groups to make a substantial difference. State forestry agencies have the lead role in cooperating with rural and urban fire departments for wildland fire  protection. This is generally true because most states have statutory responsibility to protect rural lands and have direct relationships with other state agencies. These other agencies include emergency management, fire marshal, and state military organizations. Federal agencies need to be careful not to overstep bounds in creating direct agreements with rural and urban fire departments. The best course of action is for all players to make joint decisions for cooperative activities.

Today, cooperation and planning and the resulting formal agreements are more important than ever, but working toward agreement requires careful planning. It's important to realize that cooperation takes place between people, not organizations. So the first step is to identify partners.

A partnership is not itself a goal but rather a means of achieving a goal. Partnerships are voluntary, mutually beneficial, desired arrangements between groups. They are established to accomplish mutual objectives that are consistent with the mission of each group. It is important that the interests of each agency, organization, or group be carefully acknowledged in the process.

A partnership should include:

- appropriate legal authority
- consistency with agency plans, policies, and priorities
- evident public benefit

- mutual interest in and benefits from a common objective
- realistic time frames
- voluntary participation
- written agreement(s) between parties

Establish a dialogue among the agencies and organizations that can increase the level of fire protection. Concentrate on those agencies you know that may be asking the same questions, seeking similar solutions.



Tim Keith, state forestry fire manager:

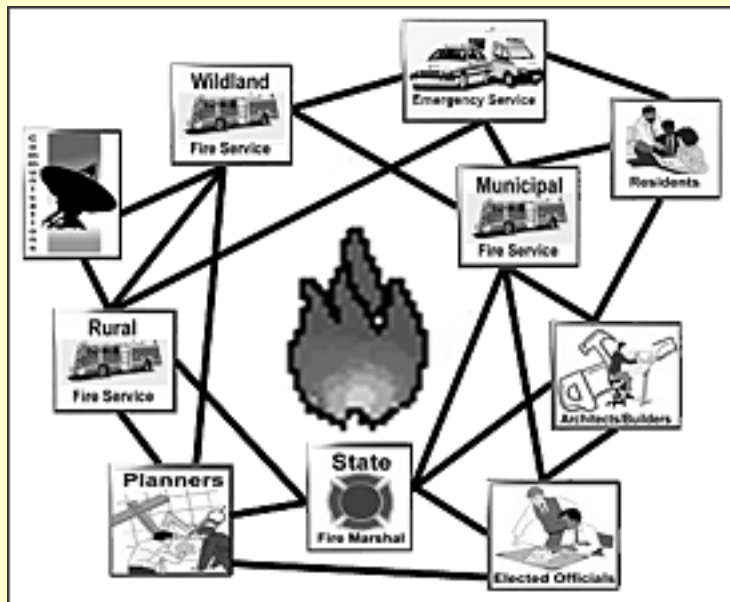
We all need to get to know our neighbors. We need to come together and we need to be able to understand their problems and be able to know them by their first names, so that when we come together during an emergency we can get right down to the task of managing the emergency.



Earl Cordes, chief, rural fire protection district:

First of all, become familiar with your neighboring departments and your neighboring agencies. Start working at a very low level, just getting to know one another. Invite one another over for coffee. Start having meetings together and start forming your area organization, where you can meet as department heads and talk about what are some common issues.

Fire protection should be a shared responsibility among those who live and work in the same area. Identifying many potential partners and seeking their ideas and suggestions will increase the level of cooperation as they, at least, agree to agree.



The responsibility for fire suppression centers on fire agencies, but the overall responsibility for fire protection resides in a network of private and public organizations, businesses, and, of course, the residents themselves.

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Define the Current Situation



Once initial contacts have been made and public and private groups have agreed to participate, the next step is to define the current situation. This usually means gathering information, researching and analyzing the current fire protection situation in the targeted areas. Hazardous fuels are identified that could potentially increase the spread and intensity of a wildfire. Writing a description of existing fire protection districts, completing an inventory of all equipment and personnel, and mapping agency jurisdictions helps define the current suppression  capabilities..

From here, the partners can begin to define the fire management situation in more detailed terms of hazards, current and potential risks , and values to be protected. Fire protection mapping, for example, identifies the values at greatest risk and the location of available interagency resources needed to protect those values in the event of wildfire. These maps can also identify areas where fuel treatment projects can reduce potential fire intensity and spread and lower property and resource loss in the event of a wildfire.

Once the fire management situation can be described in these terms, partners can identify specific areas of improvement that can be gained through cooperation.

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Define Roles and Responsibilities



The third step is for each partner to define their fire management roles and responsibilities. Missions and practices vary between fire protection agencies and organizations. It is important to distinguish between them in this process.

Step Three will help highlight strengths and weaknesses of current programs and focus on areas where interagency efforts can be most beneficial.

The interests of each agency, organization, or group must be carefully acknowledged in this process. No one group's mission is more important than another. Step Three offers an opportunity for all partners to better understand respective roles and responsibilities and ultimately view the "big picture" in a more informed way. Each partner must operate within legal boundaries, and this step will identify barriers, conflicting regulations, and laws that may need alteration for overall public benefit.

Organizational ethics, accountability, and credibility are an integral part of roles and responsibilities and must be upheld by each partner. The appearance or actual establishment of "conflict of interest" must be avoided. Endorsement of commercial products, services, or entities should be avoided unless authorized. Legal requirements relating to procurement, personnel, labor, printing, and publishing must be honored.

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Developing a Cooperative Approach to Wildfire Protection



Set Goals and Objectives



Using the information gathered on the current fire protection situation (Step Two), and an elaboration of roles and responsibilities (Step Three), Step Four will establish goals and objectives for cooperative opportunities. Likely, they will be designed to solve the most pressing problems first - the ones that cannot be ignored. Among the types of cooperative opportunities to consider are awareness and education, training, prevention, communications, dispatch, weather services and equipment, and suppression resources, such as equipment (including personal protective equipment), stations, and personnel.

Examine alternative methods for reaching each objective and goal (rather than immediately selecting only one solution or the most obvious). Here, input from all partners is essential, so don't risk alienating those you've worked so hard to include by not seriously considering their suggestions or offers for help.



Steve Minnis, municipal fire marshal:

There are very skilled, very knowledgeable people who are managing smaller departments, and there are very talented people within those smaller departments. To neglect those resources would mean you are not providing the best service that you can for your community.

Fire agencies may establish joint operating procedures, shared services, or contractual arrangements. One or more (or a combination of) methods may be used for cooperative opportunities.

Often goals and objectives involve formal protection assistance agreements. There are four types of protection assistance methods that can be employed between fire agencies. Agencies may choose to use one or all four or a combination. These four methods enable protection assistance between signing

agencies and organizations:

Reciprocal

Reciprocal protection establishes the exchange of fire protection services on a non-reimbursable basis, when one of the organizations is in a position to furnish resources to another. This exchange is roughly an equal exchange of resources and usually limited to a 24-hour time period. Reciprocal exchange is probably the most-often used type of fire protection assistance.

Offset

The second type of protection assistance is the offset arrangement. Offset protection is arranged by an equal exchange of services, typically determined by workload and not acres. There is generally no exchange of funds in offset protection assistance.

Experience has shown that local offset arrangements work best because partners are in the position to define what is equitable and make alterations when needed. Once instituted, offset exchanges may be difficult to modify at a later date. This should be considered before entering into offset protection services.


Reimbursable

The third type of protection assistance provides payment for personnel and equipment at an agreed rate by the requesting agency. It is called reimbursable protection assistance. Generally, the reimbursement rates are agreed upon and documented annually.

Fee Basis or Contracted

Another type of protection assistance provides protection on fee basis. That is, the fire protection for one agency is assumed by another, and payment is provided for the contracted services.

Partners often agree to more than one form of protection assistance. Moreover, assistance can be employed back to back, such as reciprocal assistance followed by reimbursable assistance.

Depending on the particular needs of a community or agency, the various protection assistance methods offer a variety of approaches to securing needed resources and providing coordinated responses. Besides direct protection and suppression , there are many other ways that fire agencies and organizations can cooperate.

Regardless of type, developing cooperative fire agreements requires a systematic approach to planning. Coordinated efforts will result in improved fire protection capability and reduced losses.

Compact Agreements

A compact agreement is a special type of agreement, normally between states and, sometimes, countries. In the eastern United States, compact agreements are the principal type of cooperative fire agreement. Assistance under compact agreements generally must be requested.




Dick Mullavey, state forestry compact manager:

It (compact agreement) is essentially state to state, but we are also cooperators with the federal government if needed and, vice versa, we can call on the federal government to assist when our state programs are being overloaded.



Jack Sargent, state forestry manager:

The planning is done on a state by state basis in our case because our cooperative agreement is between the states in our Northeast Compact. Each state will plan for specific incidents and each state has its fire plan. The fire plans of the seven states and the provinces of Canada that make up our compact become the plan for the compact. There is preplanning done, but it is done more on a local level, a state by state basis, rather than the compact preplanning everything.

Fire compact agreements vary depending upon member state needs and desires. Generally, the mission of interstate compacts is to promote effective fire prevention  and protection. There is a greater need for interstate compacts in the eastern United States where the majority of forested and agricultural lands are protected by state and local organizations.

States involved in fire compact agreements share suppression resources, services, information and opportunities. Areas of mutual interest between states include training, fire prevention, dispatching, use of incident command system including the formation of teams, strategies to reduce loss in wildland/urban interface areas, and new technologies. The Northeastern Interstate Forest Fire Compact was the first such Compact, enacted in 1949.

Appendix D provides a copy of the Northeastern Interstate Forest Fire Protection Compact as an example of an established, effective agreement.

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Developing a Cooperative Approach to Wildfire Protection



Document and Implement The Plan



The next step is to document and implement a formal agreement each partner signs. There are definite advantages to having involvement early in the process by those expected to sign the agreement. This is important to avoid late, unanticipated problems gaining approval.

Most agencies have specific guidelines and processes for signing and developing cooperative relationships, sometimes including a formal legal review. Staff specialists can assist in writing and reviewing the documents. Generally, draft versions are shared with partners prior to the final edition.

Written cooperative fire protection agreements exist between most federal agencies and most federal and state forestry organizations. They can be found in Mobilization Guides and in individual agency manual directives. Higher level written cooperative agreements are the enabling documents for lower level agreements for the same participating agencies. Written agreements may also document plans, requirements, and/or decisions for specific projects or purposes (e.g., interagency prescribed burn projects, arson task forces, use of state national guard resources in wildfire emergencies).

It's important to ensure that each cooperator understands the role and responsibility before them. Individual agency missions and capabilities must be honored and incorporated in the documentation. Whether your agency and the other partners have planned for reciprocal, offset, reimbursable, or a fee-based protection service, each should be fully prepared to follow through with agreed upon methods.

There are two sub-agreements that are connected to so-called "master" cooperative fire protection agreements. They are annual operating plans and supplemental cost-share agreements. They add both time- and situation-sensitive details to cooperative fire protection agreements which tend to be multi-year documents.

Interrelated types of fire protection agreements are:

- Cooperative Fire Protection Agreement (Appendix A)
- Annual Operating Plan (Appendix B)
- Supplemental or Cost-Share Agreement (Appendix C)
- Compact Agreement (Appendix D)


Annual Operating Plans

Many protection agreements require the development of annual operating plans. These are important because they provide procedural details to implement the agreement in time of need. See the suggested format outline for an annual operating plan in Appendix B.

Annual operating plans outline specific procedures between parties at each local geographic area implementing a master cooperative fire protection agreement. They often include how information will be transferred and processed, specific billing procedures, dispatch coordination, reciprocal and/or offset exchange zones (if used), fire resource directories, and other important logistical information.

Supplemental Cost-Share Agreement

When large fires spread across more than one jurisdiction, specific joint fire cost responsibilities and organizational structures are outlined in supplemental cost-share agreements. Also known as ¹fireline¹ agreements, they are often drawn up as the fire burns and may be updated daily as the situation changes.

Supplemental cost-share agreements may commit large sums of money towards the suppression  of large fires. These agreements must be developed carefully by knowledgeable agency representatives. A sample Supplemental Cost-Share Agreement form is located in Appendix C



Mike Lohrey, federal fire manager:

Whenever we start getting into multiple-jurisdictional fires, we develop a unified command so that everybody is developing the same set of plans to work with. We are working toward the same objective and we are not duplicating effort on any one area. Instead, we can make the best use of the resources we have available. When we figure out the best use of the resources, we will write a supplemental agreement to ensure the costs are borne by the various agencies involved.

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Evaluate and Revise The Plan

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Cooperative fire agreements and operating plans must be reviewed annually. The purpose of the review is to evaluate the currency of the document and the level of commitment in terms of resources and procedures that were agreed upon.

Annual reviews and subsequent revision help to ensure that the plan will meet your needs in the next fire season . Amendments may be made at any time during the life of an agreement. Once an agreement has expired, a new agreement must be executed.

Every annual operating plan will need some adjustment, particularly in its early stages. Often, joint training sessions and exercises help to test the plan before fire season. In this way, procedural problems can be worked out prior to an emergency.



Earl Cordes, chief, rural fire protection district :

After the fire season, in the fall or through the winter, we all review the agreement. We talk about things that went well. We talk about things that didn't go so well, and maybe some things that we can do to improve the agreement.

When fire season arrives, your efforts will be realized. The meetings, the discussions, the training working together rather than separately. Following each incident in which the plan was activated, hold de-briefings with the other partners to make adjustments before the next incident.

Like other fire fighting tools at your disposal, working cooperatively with others can also provide necessary tools to reduce the impact of wildfire by improving the effectiveness and efficiency of

interagency fire protection.

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Summary



Getting a Good Fit

Don't worry if your efforts for building interagency cooperation result in a few rough edges at first. Maybe the pieces don't all fit exactly as you hoped they would. Maybe you will work hard on the process but find trouble getting your ideal plan approved by all the other agencies. Remember this: every effort has made the local situation a little bit better than it was before.

These six logical steps look very smooth on paper... and they do work. But its important to note that getting a group together and starting a dialogue can be just as valuable as making up a finished plan. Experience shows that once you've sat down together and opened channels of communication, you have achieved the greatest breakthrough.

Here are some additional tips designed to help you get a good fit on your own interagency cooperation plan:

- Get your priorities straight. If you cant get everything done, do the most important things first.
- Since fires cross political boundaries, you have to learn to cross them, too. Keep things simple. Begin by working in areas where the most people agree that a problem exists. (This may modify point 1 above.)
- Remember that you are dealing with individual people, not entire agencies. Get to know your counterparts and try to get them to meet you for coffee on neutral turf.
- Think big but start small. This is repeated here for emphasis. If not every agency you contact sees the need for cooperation, don't let it hold you up. Instead, work with those that do see the need.
- Create a bandwagon effect. Smaller agencies or departments, such as rural fire departments, may be easier to involve because of their desire to gain expertise and access equipment. Within your own organization try to get the people one level above you and one level below you involved.
- When everyone is finally assembled, remind people that they don't have to resolve all their interagency conflicts to address the specific problems at hand.
- Multiagency training exercises will eventually be needed, and they are a great way for people to get to know and trust each other. Allow plenty of time, have clear goals and let everyone have a chance to critique the training session.

- The final piece of wisdom is perhaps the hardest earned: To cooperate, you don't have to give up your organizational identity or procedure.
- The time to start is now. Don't put it off.

Experience shows that once you've sat down together and opened channels of communication, you have achieved the greatest breakthrough.

This page appeared in the original edition of *Building Interagency Cooperation*, published in 1989. It is reprinted with permission from the "Wildland Fire Management" column of *Fire Command* magazine, published by the National Fire Protection Association.





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Appendix A



SAMPLE

Model Cooperative Fire Protection Agreement

Suggested Items for Consideration During Development

I. TITLE

II. AUTHORITIES

Reference applicable laws or higher level agreements.

III. PURPOSE/RECITALS


Describe why Agreement is necessary.

Describe who is involved.


Describe mutual benefit.

IV. DEFINITIONS

The key definitions in this section will standardize usage in the context of the agreement, thereby simplifying and improving communications. Include as appropriate key definitions such as:

Reciprocal (Mutual Aid) Fire Protection: Reciprocal initial attack  zones for lands of intermingled or

adjoining protection responsibility may be established. Within such zones a supporting party will, upon request or voluntarily, take initial attack action in support of the protecting party as they are in a position to provide. The protecting party will not be required to reimburse the supporting party for costs incurred. The reciprocal assistance period, defined in Annual Operating Plans, does not usually exceed 24 hours.

Reimbursable (Cooperative) Fire Protection: The protecting party may request fire suppression  resources from supporting parties, per conditions set in the agreement, (and Annual Operating Plans). Such resources are to be paid for by the protecting party.


Offset (Exchange) Fire Protection: The parties 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. The exchange zones are often documented in Annual Operating Plans. The goal is to gain an equal exchange that provides greater overall fire protection.

Fee Basis (Contract) Fire Protection: For an agreed upon fee, one party may assume fire protection responsibilities on lands under the jurisdiction of another. The terms and conditions of such arrangements are generally outlined in a contract agreement.

Annual Operating Plan: An annually updated document that outlines operational procedures in support of a multiyear Cooperative Fire Protection Agreement. Annual Operating Plans are normally developed locally, and must be authorized by appropriate officials.

V. INTERAGENCY COOPERATION

Identify sources of oversight and direction as needed to cover specific actions. Require local Annual Operating Plans. Enable and direct cooperative efforts, such as:

- Area Coordinating Group
- Local Cooperative Initiatives
- Joint Projects and Local Agreements
- Incident Command System
- Interagency Dispatch Centers/Service Centers
- MultiAgency Coordination (MAC) Groups
- Fire Prevention
- Prescribed Fire  and Fuels Management
- Licensing Training
- Communication Systems
- Weather Data Processing System
- Automatic Weather Stations


- Aviation Operations
- Joint Facilities
- Inmate use
- Military resources

VI. FIRE PROTECTION

Define jurisdictional responsibilities and limitations. Include protection area and boundaries. Methods of fire protection assistance pursuant to agreement.

- Reciprocal
- Reimbursable
- Offset
- Fee Basis or Contract

VII. FIRE SUPPRESSION

- Closest Forces Concept
- Shared Resources
- Joint Resources
- Fire Notifications
- Protection Priorities
- Boundary Fires
- Independent Action on Lands Protected by Another Agency
- Appropriate Suppression Response  Policies
- Escaped Fire Situation Analysis (EFSA)
- Determination of Cause and Preservation of Evidence
- Fire Reports and Documentation
- Post Fire Analysis
- Law Enforcement Actions
- Fire Disasters and Relief

VIII. REIMBURSEMENTS

Appropriated Fund Limitation: "Nothing herein shall be interpreted as obligating the parties to this

agreement to expend funds, or as involving them 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."

- Specific Reimbursable Services and Procedures
- Cost-sharing (for incidents affecting more than one agency)
- Procurement
- Billing Procedures

1X. GENERAL PROVISIONS

- Duration of Emergency Assignments
- Loaned Equipment
- Mutual Sharing of Information
- Local Cooperation (levels in terms of geographical authority)
- Accident Investigations
- NonWildland Fire and Medical Aid Responses
- Previous Agreements (replacement intentions)
- Employment Policy
- Suppression and Damage Collection
- Waiver of Claims (liability responsibility to remain with employing party)
- Third Party Claims (liability to third parties)
- Officials Not to Benefit ("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 therefrom, unless it is made with a corporation for its general benefit.")
- Amendments Procedures
- Examination and Audit (specific auditable agreement provisions)
- Civil Rights
- Duration of Agreement (number of years or indefinite; describe termination progress).

SIGNATURES

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National Wildland-Urban Interface Fire Protection Program


Appendix B



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Annual Operating Plan

The Annual Operating Plan is a working document compiled each year by wildfire agencies participating in multiyear Cooperative Fire Protection Agreements. Specific operational items under the Cooperative Fire Protection Agreement will be documented in the Annual Operating Plan. Suggested format includes the following, when appropriate:

1. Plan approvals from authorized agency representatives with dates.
2. Identification of the jurisdictions within the area of the plan.
3. Authority for plane Annual Operating Plan is based.
4. Purpose of plan
5. Definitions and description of:
 - A. Fire Protection Responsibilities
 - B. Dispatch Areas by Dispatch Levels
 - C. Moveup and Cover Plans
 - D. Special Management Considerations (wilderness areas, Wild and Scenic Rivers, research natural areas, archeological sites, roadless areas, other areas identified in land management planning documents, urban interface areas, or otherwise requiring special fire management procedures
 - E. Responsibility for nonwildland fire emergencies
 - F. Repair of wildfire suppression  damage
6. Fire Protection Resource List - including prevention, detection, ground and air attack units, supervisory personnel, drawdown levels, and other cooperating agencies.


- A. Kind (by ICS type)
- B. Location
- C. Anticipated availability period
- D. Staffing levels
- E. Contact points and names

7. Protection area maps showing:

- A. Jurisdictional boundaries, protection units, county boundaries, and other plan needs
- B. Fire protection facilities by agency and location
- C. Reciprocal, reimbursable, offset, and/or fee-basis protection boundaries

8. Fire readiness

A. Fire planning


- 1. Pre-suppression analysis plans
- 2. Trigger points for increase/decrease in staffing readiness
- 3. Prevention plans
- 4. Prescribed fire  plans

B. Wildfire training needs and coordination

- 1. Qualifications
- 2. Personal protective equipment
- 3. Performance standards

C. Inspection schedules

9. Wildfire Suppression Procedures

- A. ICS Use
- B. Detection standards
- C. Relationship with local mobilization guide
- D. Notification about fires
- E. Establishment and revision of mutual aid dispatch areas
- F. Initial Attack  Dispatch Levels and their determination
- G. Dispatching and Resource Order Process

- 1. Unified Command
- 2. Boundary Fires



- H. Reinforcements and Support
- I. Moveup and Cover Locations and Procedures
- J. Interagency procurement, loaning, sharing, or exchanging and maintenance of facilities, equipment, and support services
- K Interagency Sharing of Communications Systems and Frequencies
- L. Escaped Fire Situation Analysis
- M. Emergency Fire Fund Procedures
- N. Dispatch Centers or other incident support facilities
- O. Postincident Action Analysis
- P. OutofJurisdiction Assignments

- 1. Standards
- 2. Procedures

Q. Dates and times of cooperative exchange

10. Aviation Procedures

A. Aviation map and narrative

- 1. Hazards
- 2. Sensitive Zones (urban interface, aquatic, wilderness, etc.)
- 3. Helispots, dip sites
- 4. Automatic dispatch zones (tied to preparedness  planning)
- 5. Detection routes
- 6. Foam/retardant  restriction areas

B. Flight following/frequency management

C. CWN aircraft, tactical and support aircraft

D. Fixed wing base management

E. Single Engine Attack Tanker Bases

F. Lead plane/air attack activation

G. Aviation Requests and Operations

- 1. Initial Attack
- 2. Boundary Fires
- 3. Wildland Urban Interface
- 4. Mutual Aid Procedures
- 5. Air Space Restrictions

H. Inspection Schedules

11. Fire prevention

A. General Cooperative Prevention Activities

B. Information and Education

1. Fire Danger information
 - a. Fire Weather Station Locations
 - b. Data Sharing and Methods
 - c. Fire Danger dissemination
 - d. Fire Prevention Signs

2. Joint or Single Agency Press Releases

3. Smokey Bear Program

4. Red Flag Operations

C. Engineering


1. Land use Planning (wildland/urban interface)

2. Defensible space  and treatments

3. Railroads and Utilities

D. Enforcement

1. Issuing open burning and campfire permits

2. Restrictions and closures . (Initiating, enforcement, and lifting)

3. Fire Investigations

12. Fuel Management and Prescribed Fire Considerations

13. Cost Reimbursements

A. NonReimbursable Items

B. Reimbursable Items

C. Wildfire Prevention

D. Wildfire Readiness

E. Wildfire Suppression

1. Dispatching

2. Initial Attack

3. Mutual Aid

4. Reinforcements

5. Aviation

6. Cost Share Plan

7. Outof-Jurisdiction Assignments


8. Billing Procedures

9. Resource Use Rates

14. General Procedures How to handle

- A. Periodic Program Reviews
- B. Annual updating of plans
- C. Changes during year (due to budget cuts or supplemental funding)
- D. Resolution of disputes procedures

15. Directory of Personnel and/or Authorized Agency Representatives

- A. Bureau of Land Management
- B. State forestry
- C. USDA Forest Service
- D. Bureau of Indian Affairs
- E. National Park Service
- F. Fish and Wildlife Service
- G. County
 - 1. Board of Commissioners
 - 2. Sheriff Department
- H. Fire Departments 

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National Wildland-Urban Interface Fire Protection Program

Appendix C



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Supplemental Cost-Share Agreement

This agreement provides for a coordinated cooperative fire suppression  operation on this fire and describes the cost divisions. This agreement is a supplement to the master agreement/contract between the agencies listed.

1. Fire Name:	Origin Date:	Time:
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2. Origin:	Township:	Range:	Section:
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3. Estimated Size	acres at the time of this agreement
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Agency:		Fire#	
Agency:		Fire#	
Agency:		Fire#	

5. This agreement becomes effective on: _____ at: _____ and remains in effect until amended or terminated.

6. Overall direction of this incident will be by () unified command or () single command structure. Identify personnel filling the following positions (below)

Position	Name(s)	Agency
Incident Commander		
Agency Representative		
Liaison Officer		

Finance Chief		
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7. Suppression action will be subject to the following special conditions or land management objectives:

8. Geographic responsibility (if appropriate) by agency is defined as follows
(supplement with a map):

Agency:		Geographic Responsibility:	
Agency:		Geographic Responsibility:	
Agency:		Geographic Responsibility:	

9. The agency responsible for structural protection will be:

10. List any special conditions agreed to for the following
(with cost share information in item #11)

Air operations:

Note: Each agency will be responsible for all costs associated with aerial retardant dropped on their own lands or on which they have protection responsibility.

Camp and Kitchen:

Public Information:

Fire Investigation:

11. Fire Suppression costs will divided as described (if appropriate):

Cost Centers:	Agency:	Agency:	Agency:
Fireline Resources			
Fire Camp Operations & Support			
Air Operations			


12. Special conditions relative to this agreement:

13. It is recognized that each agency has different safety standards and requirements. All employees will meet their own agency's standards, regardless of the location of the fire.

List of attachments (if any): *for example, map*

Supplemental Cost-Share Agreement Instructions

Numbered instructions correspond to those lines requiring further explanation. Supplemental agreements will be numbered consecutively following the original (#1) for each fire. Supplements may be added at any time. The back side of the form may be used for additional information. Minor revisions and adjustments to this agreement may be completed on a single page but should include a description of the change to the original agreement and new signatures from those involved.

Master Cooperative Agreements that should exist between all major wildland fire protection agencies. These agreements authorize general mutual aid, including reciprocal and cooperative fire protection services elaborated upon in local operating plans. A supplemental Cost-Share Agreement is required when cooperative fire suppression action goes exceeds initial attack  or whenever there is a need for one. The objective of the Supplemental Agreement is to establish and document pro-rated costs and the organizational structure of specific fires.

Supplemental Fire Suppression Agreements will be negotiated on-the-ground. A Supplemental Agreement is necessary when more than one jurisdictional responsibility for fire protection is affected by the placement of the fire. The agreement will not affix liability for fire cost payment by either agency based upon responsibility for the fire origin. The designated representatives of each agency with forces on the fire are responsible for completing and signing the agreement.

1. List the fire name agreed upon by agencies involved.
2. Give the origin or best estimate of origin location by legal description.
3. Estimate the size AT THE TIME OF THE SUPPLEMENTAL AGREEMENT.
4. List the agencies involved in fire suppression operations and respective fire agency numbers
5. List the DATE and TIME that the agreement is in effect. That time could be prior to or following the time the negotiations are made for the agreement.
6. Check the appropriate command structure for the fire.

Unified Command - A method for all agencies with jurisdictional responsibility to contribute to determining the overall objectives for the incident; interagency ICS team structure.

Single Command Structure - One agency manages the incident with liaison and concurrence of objectives from other agencies involved agencies.

List the appropriate personnel filling ICS positions on the fire.

7. List any irregular conditions or resource objectives (e.g., dozer restrictions, mechanized restrictions, bald eagle nest, high value plantation).
8. Operational responsibility for the fire will be defined in this section (as appropriate). Respond to this item only if agency forces have specific segments of the fire. This information will not determine cost responsibility unless specified in Item #11. Examples are divisions A & B, all structural areas, or a specific campground.
9. List the agency (or agencies) responsible for structural protection and any pertinent control information or contracts.
10. List operational conditions or directions agreed to pertaining specifically to air operations, camp & kitchen, incident information, and fire investigation. Costs pertaining to these activities will be documented in Item #11.
11. Agency fire suppression costs will be determined from the information supplied in this item. There are several ways to determine the best cost-share mix. The following list describes methods for consideration:
 - A. Each agency pays for its own resources - fire suppression efforts are primarily on jurisdictional responsibility lands.
 - B. Each agency pays for their own resources - services rendered approximate the percentage of jurisdictional responsibility but not necessarily performed on those lands.
 - C. Cost is apportioned by geographic division - Examples of geographic divisions are Division A & B(using a map as an attachment), or specific locations such as campgrounds
 - D. Cost share by percentage of ownership or agency jurisdictional responsibility.
 - E. Reconciliation of daily estimates (for larger, multi-day incidents). This method relies upon daily agreed to costs estimates using Incident Action Plans or other means or other means to determine multi-agency contributions. Reimbursements can be made upon estimates instead of actual bill receipts.

Costs that are note normally accounted for are: responsibility for claims and rehabilitation costs, which remain the responsibility of the jurisdictional agency. Non-expendable property purchases will be the responsibility of the agency making the purchase. No agency support costs will be included in this agreement (e.g., office dispatchers, warehouse workers) The cost centers that could/should/be addressed are:

Fireline Resources

Dozers, engines fallers, transports, water tenders, hand crews, line overhead

Fire Camp operations and Support

Buses, camp crews, communications, food, refrigerator units, showers, toilets, water truck, cache supplies, rescue/medical, camp facility

Air Support

Helicopters (with support), air tankers

12. List any special conditions relative to this agreement, such as dispatch procedures, one agency representing another, coordinated information or intelligence, etc.

13. No input needed.

14. Signatures of authorized personnel. List any attachments to the agreement give the date of the last revision or former Supplemental Agreement for the same fire.

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National Wildland-Urban Interface Fire Protection Program

Appendix D



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The Northeastern Interstate Forest Fire Protection Compact

PUBLIC LAW #129 81st CONGRESS

A COMPACT

Entered into by and between all the States signatory hereto, with the consent of the Congress of the United States of America, granted by an Act entitled "An Act granting the consent and approval of Congress to an interstate forest fire protection compact," approved June 25, 1949. The contracting states solemnly agree:

Article I

The purpose of this compact is to promote effective prevention and control of forest fires in the northeastern region of the United States and adjacent areas in Canada by the maintenance of adequate forest fire fighting services by the member states, by providing for mutual and in fighting forest fires among the states of the region and for procedures that will facilitate such aid, and by the establishment of a central agency to coordinate the services of member states and perform such common services as member states may deem desirable.

Article II

This agreement shall become operative immediately as to those states ratifying it whenever any two or more of the states of Maine, New Hampshire, Vermont, Rhode Island, Connecticut, New York and the Commonwealth of Massachusetts have ratified it and the Congress has given its consent. Any state not mentioned in this article which is contiguous with any member state may become a party to this compact. Subject to the consent of the Congress of the United States, any province of the Dominion of Canada which is contiguous with any member state may become a party to this compact by taking such action as its laws and the laws of the Dominion of Canada may prescribe for ratification. In this event, the term "state" in this compact shall include within its meaning the term "province) and the procedures prescribed shall be applied in the instance of such provinces in accordance with the forms and practices of the Canadian Government.

Article III

Each state joining herein shall appoint three representatives to a Commission hereby designated as the Northeastern Forest Fire Protection Commission. One shall be the State Forester or officer holding an equivalent position in such state who is responsible for forest fire control. The second shall be a member of the legislature of such state designated by the Commission or committee on interstate cooperation of such state, or if there be none, or if said Commission on interstate cooperation cannot constitutionally designate the said member, such legislator shall be designated by the governor thereof: provided that if it is constitutionally impossible to appoint a legislator as a Commissioner from such state, the second member shall be appointed by the governor of said state in his discretion. The third member shall be a person designated by the governor as the responsible representative of the governor. In the event that any province of the Dominion of Canada shall become a member of this Commission, it shall designate three members who will approximate this pattern of representation to the extent possible under the law and practices of such province. This Commission shall be a body corporate with powers and duties set forth herein.

Article IV

It shall be the duty of the Commissioners to make inquiry and ascertain from time to time such methods, practices, circumstances and conditions as may be disclosed for bringing about the prevention and control of forest fires in the area comprising the member states, to coordinate the forest fire plans and the work of the appropriate agencies of the member states and to facilitate the rendering of aid by the member states to each other in fighting forest fires.

The Commission shall formulate and, in accordance with need, from time to time, revise a regional forest fire plan for the entire region covered by the compact which shall serve as a common forest fire plan for that area.

The Commission shall, more than one month prior to any regular meeting of the legislature in any signatory state, present to the governor and to the legislature of the state its recommendations relating to enactments to be made by the legislature of that state in furthering the interests and purposes of this compact.

The Commission shall consult with and advise the appropriate administrative agencies of the states party hereto with regard to problems connected with the prevention and control of forest fires and recommend the adoption of such regulations as it deems advisable,

The Commission shall have power to recommend to the signatory states any and all measures that will effectuate the prevention and control of forest fires.

Article V

Any two or more member states may designate the Northeastern Forest Fire Protection Commission as a joint agency to maintain such common services as those states deem desirable for the prevention and control of forest fires. Except in those cases where all member states join in such designation for common services, the representatives of any group of such designating states in the Northeastern Forest Fire Protection Commission shall constitute a separate section of such Commission for the performance of the common service or services so designated provided that, if any additional expense is involved, the states so acting shall appropriate the necessary funds for this purpose. The creation of such a section as a joint agency shall not affect the privileges, powers, responsibilities or duties of the states participating therein as embodied in the other articles of this compact.

Article VI

The Commission may request the United States Forest Service to act as the primary research and coordinating agency of the Northeastern Forest Fire Protection Commission in cooperation with the appropriate agencies in each state and the United States Forest Service may accept the initial responsibility in preparing and presenting to the Commission its recommendations with respect to the regional fire plan. Representatives of the United States Forest Service may attend meetings of the Commission and of groups of member states.

Article VII

The Commission shall annually elect from its members a chairman and a vice chairman. The Commission shall appoint such officers or employees as may be required to carry the provisions of this compact into effect, shall fix and determine their duties, qualifications and compensation, and may at its pleasure, remove or discharge any such officer or employee. The Commission shall adopt rules and regulations for the conduct of its business. It may establish and maintain one or more offices for the transaction of its business and may meet at any time or place but must meet at least once a year.

A majority of the members of the Commission representing a majority of the signatory states shall constitute a quorum for the transaction of its general business, but no action of the Commission imposing any obligation on any signatory state shall be binding unless a majority of the members from such signatory state shall have voted in favor thereof. For the purpose of conducting its general business, voting shall be by state units.

The representatives of any two or more member states, upon notice to the Chairman as to the time and purpose of the meeting, may meet as a Section for the discussion of problems common to those states.

Sections established by groups of member states shall have the same powers with respect to officers, employees and the maintenance of offices as are granted by this article to the Commission. Sections may adopt such rules, regulations and procedures as may be necessary for the conduct of their business.

Article VIII

It shall be the duty of each member state to formulate and put in effect a forest fire plan for that state and to take such measures as may be recommended by the Commission to integrate such forest fire plan with the regional forest fire plan.

Whenever the state forest fire control agency of a member state requests aid from the state forest fire control agency of any other member state in combating, controlling or preventing forest fires, it shall be the duty of the state forest fire control agency of that state to render all possible aid to the requesting agency which is consonant with the maintenance of protection at home.

Each signatory state agrees to render aid to the Forest Service or other agencies of the government of the United States in combating, controlling or preventing forest fires in areas under their jurisdiction located within the member state or a contiguous member state.

Article IX

Whenever the forces of any member state are rendering outside aid pursuant to the request of another member state under this compact, the employees of such state shall, under the direction of the officers of the state to which they are rendering aid, have the same powers (except the power of arrest) duties, rights, privileges and immunities as comparable employees of the state to which they are rendering aid.

No member state or its officers or employees rendering outside aid pursuant to this compact shall be liable on account of any act or omission on the part of such forces while so engaged, or on account of the maintenance or use of any equipment or supplies in connection therewith.

All liability that may arise either under the laws of the requesting state or under the laws of the aiding state or under the laws of a third state on account of or in connection with a request for aid, shall be assumed and borne by the requesting state.

Any member state rendering outside aid pursuant to this compact shall be reimbursed by the member state receiving such aid for any loss or damage to, or expense incurred in the operation of any equipment answering a request for aid, and for the cost of all materials, transportation, wages, salaries, and maintenance of employees and equipment incurred in connection with such request. Provided, that nothing herein contained shall prevent any assisting member state from assuming such loss, damage, expense or other cost or from loaning such equipment or from donating such services to the receiving member state without charge or cost.

Each member state shall provide for the payment of compensation and death benefits to injured employees and the representatives of deceased employees in case employees sustain injuries or are killed while rendering outside aid pursuant to this compact, in the same manner and on the same terms as if the injury or death were sustained within such state. For the purposes of this compact the term

employee shall include any volunteer or auxiliary legally included within the forest fire fighting forces of the aiding state under the laws thereof.

The Commission shall formulate procedures for claims and reimbursement under the provisions of this article.

Aid by a member state to an area subject to federal jurisdiction beyond the borders of such state shall not be required under this compact unless substantially the same provisions of this article relative to powers, liabilities, losses and expenses in connection with such aid are embodied in federal laws.

Article X

When appropriations for the support of this Commission or for the support of common services maintained by the Commission or a section thereof under the provisions of Article V are necessary, the Commission or section thereof shall allocate the costs among the states affected with consideration of the amounts of forested land in those states that will receive protection from the service to be rendered and the extent of the forest fire problem involved in each state, and shall submit its recommendations accordingly to the legislature of the affected states.

The Commission shall submit to the governor of each state, at such times as he may request, a budget of its estimated expenditures for such period as may be required by the laws of such state for presentation to the legislature thereof.

The Commission shall keep accurate books of account, showing in full its receipts and disbursements, and said books of account shall be open at any reasonable time to the inspection of such representatives of the respective signatory states as may be duly constituted for that purpose.

On or before the first day of December of each year, the Commission shall submit to the respective governors of the signatory states a full and complete report of its activities for the preceding year.

Article XI

The representatives from any member state may appoint and consult with an advisory committee composed of persons interested in forest fire protection.

The Commission may appoint and consult with an advisory committee of representatives of all affected groups, private and governmental.

Article XII

The Commission may accept any and all donations, gifts and grants of money, equipment, supplies, materials and services from the federal or any local government, or any agency thereof and from any

person, firm or corporation, for any of its purposes and functions under this compact, and may receive and utilize the same subject to the terms, conditions and regulations governing such donations, gifts and grants.

Article XIII

Nothing in this compact shall be construed to authorize or permit any member state to curtail or diminish its forest fire fighting forces, equipment, services or facilities, and it shall be the duty and responsibility of each member state to maintain adequate forest fire fighting forces and equipment to meet normal demands for forest fire protections within its borders.

Nothing in this compact shall be construed to limit or restrict the powers of any state ratifying the same to provide for the prevention, control and extinguishment of forest fires, or to prohibit the enactment or enforcement of state laws, rules or regulations intended to aid in such prevention, control and extinguishment in such state.

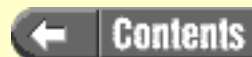
Nothing in this compact shall be construed to affect any existing or future cooperative relationship or arrangement between the United States Forest Service and a member state or states.

Article XIV

This compact shall continue in force and remain binding on each state ratifying it until the legislature or the governor of such state takes action to withdraw therefrom. Such action shall not be effective until six months after notice thereof has been sent by the chief executive of the state desiring to withdraw to the chief executives of all

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National Wildland-Urban Interface Fire Protection Program