

1 **I. AUTHORITIES**

2 **A. Federal Authorities**

3
4 Reciprocal Fire Protection Act of 1955 (69 Stat. 66; 42 U.S.C. 1856)
5 Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974, (Pub. L. 93-288; 88 Stat. 143;
6 Homeland Security Act of 2002 (H.R. 5005-8)
7 Homeland Security Presidential Directive-5 (HSPD-5)
8 Post-Katrina Emergency Management Reform Act of 2006. (Pub. L 109-295, 120 Stat. 1355)
9 National Indian Forest Resources Management Act (Pub. L. 101-630, Title III) (Interior Agencies)
10 Service First, Pub. L. 113-76, 43 U.S.C. 1703) (FS, DOI)
11 Federal Land Policy and Management Act of 1976, (Pub. L.94 579; 43 U.S.C. 1701, et seq.) (BLM)
12 National Park Service Organic Act (39 Stat. 535; 16 U.S.C.1) (NPS)
13 National Wildlife Refuge Administration Act of 1966 (Pub. L. 89-669, 80 Stat. 927; 16 U.S.C. 668dd-
14 668ee, as amended) (FWS)
15 National Wildlife Refuge System Improvement Act of 1997 (Pub. L.105-57) (FWS)
16 National Forest Management Act of 1976 (16 U.S.C. 1600) (FS)
17 US Department of the Interior and Related Agencies Appropriations Acts
18

19 **B. State Authorities**

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21 Title 38, Chapter 1, Idaho Code §§ 38-101, 38-104(1)(a) and 38-110
22 Idaho Joint Powers Act, Idaho Code §§ 67-2326 through 2333

23 **II. PURPOSE**

24 The purpose of this Master Cooperative Wildland Fire Management and Stafford Act Agreement
25 (hereinafter called the Agreement) is to document the commitment of the Parties to this Agreement
26 to improve efficiency by facilitating the coordination and exchange of personnel, equipment,
27 supplies, services, and funds among the Parties to this Agreement in sustaining wildland fire
28 management activities, such as prevention, preparedness, communication and education, fuels
29 treatment and hazard mitigation, fire planning, response strategies, tactics and alternatives,
30 suppression and post-fire rehabilitation and restoration.
31

32 In addition to improving efficiency in addressing wildland fire management activities, this
33 Agreement facilitates improved coordination regarding other incidents. The National Response
34 Framework (NRF) applies to all federal departments and agencies that may be requested to provide
35 assistance or conduct operations during all-hazard events. However, this Agreement ONLY covers
36 all-hazard events that are, or may become, declared as emergencies or major disasters that occur
37 under the auspices of a Presidential Declaration of Emergency or Major Disaster under the Stafford
38 Act, which may include wildland fire and non-wildland fire emergencies or major disasters. These
39 events also require a coordinated response by an appropriate combination of state and tribal entities,
40 along with the Federal Agencies.
41

42 This Agreement documents the commitment of the Parties to provide cooperation, resources, and
43 support to the Secretary of Homeland Security and Administrator of the Federal Emergency
44 Management Agency (FEMA) in the implementation of the NRF, as appropriate and consistent with
45 their own authorities and responsibilities.

III. PARTIES TO THE AGREEMENT

The Parties to this Agreement are:

The State of Idaho, Idaho Department of Lands, hereinafter called “Idaho” or when referred jointly with other states in this Agreement called, States; and

The United States Department of Agriculture, Forest Service, Northern Region 1, Intermountain Region 4, and the Pacific Northwest Region 6; hereinafter called “USFS”; and

The United States Department of the Interior, National Park Service, Interior Regions 8,9,10, and 12, hereinafter called, NPS; and

The United States Department of the Interior, Fish and Wildlife Service, Pacific Fire Management Region hereinafter called, FWS; and

The United States Department of the Interior, Bureau of Indian Affairs, Northwest Regional Office, hereinafter called, BIA; and

The United States Department of the Interior, Bureau of Land Management, Idaho State Office Region 9, hereinafter called, BLM.

The USFS, NPS, FWS, BIA, and the BLM may hereinafter be jointly called, Federal Agencies.

The Federal Agencies, States, and other entities signatory to this Agreement will hereinafter be referred to as, Parties to this Agreement.

IV. TERMINOLOGY, EXHIBITS AND SUPPLEMENTS

A. Definitions

Words and phrases used herein may have different meanings or interpretations for different readers. To establish a common understanding, some words and phrases as used herein are defined in the Glossary of Terms, attached as Exhibit A. The hierarchy of terminology will be:

- Statutory or regulatory definitions
- Policy definitions
- Definitions set forth in this Agreement, including Exhibit A hereto
- All other agency and interagency documentation

In the event of a conflict, between definitions in the same level of the hierarchy set forth above or the applicable definitions for the response type, wildland fire vs Stafford Act responses will take precedence. For wildland fire, that is the National Wildfire Coordinating Group (NWCG) Glossary of Wildland Fire Terminology, found on the Toolbox tab of the NWCG webpage (<https://www.nwcg.gov> or by direct link at <https://www.nwcg.gov/about-the-nwcg-glossary-of-wildland-fire>), and Stafford Act Response terminology corresponds to the FEMA National Incident Management System (NIMS) Glossary, available at in the NIMS document (https://www.fema.gov/pdf/emergency/nims/NIMS_core.pdf).

B. Incorporation of Exhibits into Agreement

The following Exhibits are hereby incorporated into this Agreement (Note: Exhibit H relates only to Stafford Act responses):

Exhibit A Glossary of Terms

1 **I. Stafford Act Response:** For Stafford Act Responses, procedures and requirements established in
2 the NRF shall be utilized by Parties to this Agreement to authorize and accomplish any required
3 response or support tasks. Any Party requesting support pursuant to a Stafford Act Response
4 shall issue written instructions and funding limitations to any Party providing cooperation,
5 resources, or support. Mobilization activities will be accomplished utilizing established dispatch
6 coordination concepts pursuant to the current *National Interagency Mobilization Guide*.

7 **X. USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES**

8 **A. Appropriated Fund Limitation:** Nothing in this Agreement shall require the Parties to this
9 Agreement to obligate or expend funds, or require the United States, the State of Idaho, or the
10 other Parties to enter any contract or other obligation for the future payment of money in excess
11 of or in advance of appropriated funds available for payment to meet the commitments of this
12 Agreement and modifications thereto, except as specifically authorized by law.

13 **B. Length of Assignments:** Consideration must be given to the health and safety of personnel when
14 assigned to fires. The Parties to this Agreement agree that Incident Commanders will release
15 suppression resources to their primary responsibilities as soon as priorities allow. Incident
16 Commanders shall adhere to work/rest policies specified within the *National Interagency*
17 *Mobilization Guide*.

18 **C. Cost Share Agreement:** Whenever multiple jurisdictions are affected due to the location of a
19 fire; it is mandatory to develop and implement a Cost Share Agreement. The Operating Plan
20 must address how the Parties to this Agreement will handle cost sharing for wildland fires that
21 spread to another jurisdiction or protection. Acceptable forms of the cost share methodology are
22 limited to those listed in #4 of Exhibit E, Cost Share Agreement Instructions. A cost share
23 agreement will be approved by the responsible Unit Administrators per agency policy.

24 A Cost Share Agreement that addresses temporary support functions or facilities may be
25 developed to document cost sharing, especially at times of high fire danger or activity.

1 policies and procedures set forth in Exhibit D hereto.

2 **L. Cost Recovery:** Authority to recover suppression costs and damages from those responsible for
 3 causing a fire varies depending on applicable laws, contracts, agreements, and permits. As soon
 4 as possible after a fire, the Authorized Representatives of affected Parties will attempt to reach
 5 mutual agreement on the strategy that will be used to recover suppression costs and damages
 6 from the individuals and entities who are legally responsible for the fire and related costs and
 7 damages. If possible, all costs should be determined prior to the initiation of cost recovery
 8 efforts. Such strategy may alter interagency billing procedures, timing and content as otherwise
 9 provided in this Agreement. To the extent authorized by law, any Party may independently
 10 pursue civil or criminal actions against individuals and entities to recover suppression costs and
 11 damages, though adequate notice should be provided the other Parties to the Agreement. In those
 12 cases where costs have been recovered from an individual, reimbursement of initial attack, as
 13 well as suppression costs to the extent included in the recovery, will be made to the Party taking
 14 reciprocal action, as authorized by law.

15 **M. Stafford Act Use and Reimbursement:** The use and reimbursement for resources when
 16 responding under the Stafford Act shall be governed by the provisions contained in Exhibit H,
 17 Use and Reimbursement for Stafford Act Shared Resources.

18 **XI. GENERAL PROVISIONS**

19 **A. Personnel Policy:** Each Parties employees shall be subject only to the personnel rules, laws, and
 20 regulations of their respective employing agency. Individuals who are temporarily employed by
 21 another Party to this Agreement may be subject to the temporary employer’s personnel rules,
 22 laws, and regulations.

23 **B. Supplemental Fire Department Resources:** There are situations when additional support
 24 personnel are necessary for national mobilization and the need can be filled by supplemental
 25 personnel available to the fire district. When this situation arises resources will be mobilized via
 26 the process outlined in Exhibit G, Supplemental Project Agreement Template.

27 **C. Mutual Information Sharing:** Subject to applicable state and federal rules and regulations,
 28 including but not limited to the Privacy Act, the Parties may furnish to the other Parties, or
 29 otherwise make available upon request, maps, documents, GIS data, instructions, records, and
 30 reports including, but not limited to fire reports, and investigation reports as any Party deems
 31 necessary to fulfill the terms of the Agreement.

32 **D. Freedom of Information Act and Idaho Public Records Act:** The federal parties are subject to
 33 the Freedom of Information Act 5 U.S.C. 552 (FOIA). Public access to grant or agreement
 34 records must not be limited, except when such records must be kept confidential and would be
 35 exempted from disclosure pursuant to FOIA. Requests for research data are subject to 2 CFR
 36 215.36

37 Public access to culturally sensitive data and information and information of Federally
 38 recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106
 39 (2008 Farm Bill).

40 Idaho is subject to the Idaho Public Records Act, Title 74, Chapter 1, Idaho Code. Pursuant to
 41 that law, all records of a public agency are presumed to be open for public inspection and
 42 copying, unless a specific exemption applies.

1 **Cost Share Agreement:** A document prepared to distribute costs on a multi-jurisdictional incident (see
2 Exhibit F, Cost Share Agreement Template).

3
4 **Direct Costs:** Direct costs are those items of expense specifically identified with the delivery or
5 completion of a project or program. Examples include, but are not limited to, personnel costs (salary and
6 fringe benefits), equipment costs, travel, materials, supplies, and contracts.

7
8 **Direct Protection Area:** That area which, by law or identified or authorized pursuant to the terms of
9 this Agreement, is provided protection by the Parties. This may include land protected under exchange
10 or payment for protection.

11
12 **Disaster:** See **Major Disaster**.

13
14 **Emergency:** As defined by the Stafford Act, an emergency is, “any occasion or instance for which, in
15 the determination of the President, Federal assistance is needed to supplement State and local efforts and
16 capabilities to save lives and to protect property and public health and safety, or to lessen or avert the
17 threat of a catastrophe in any part of the United States.”

18
19 **Emergency Support Function (ESF):** Used by the Federal Government and many State governments
20 as the primary mechanism at the operational level to organize and provide assistance. ESFs align
21 categories of resources and provide strategic objectives for their use. ESFs utilize standardized resource
22 management concepts such as typing, inventorying, and tracking to facilitate the dispatch, deployment,
23 and recovery of resources before, during, and after an incident.

24
25 **Escaped Prescribed Fire:** a prescribed fire that has exceeded or is expected to exceed prescription
26 parameters or otherwise meets the criteria for conversion to wildfire. The criteria are specified in,
27 *Interagency Prescribed Fire – Planning and Implementation Procedures Reference Guide*.

28
29 **ESF Primary Agency:** A Federal Agency with significant authorities, roles, resources, or capabilities
30 for a particular function within an Emergency Support Function of the NRF. A Federal Agency
31 designated as an ESF primary agency serves as a Federal Executive Agent under the Federal
32 Coordinating Officer (or Federal Resource Coordinator for non-Stafford Act incidents) to accomplish
33 the ESF mission.

34
35 **Extended Attack:** Actions taken on a wildfire that has exceeded the initial response.

36
37 **Federal:** Of or pertaining to the Federal Government of the United States of America.

38
39 **Fee Basis Acquisition of Services:** One agency provides fire management services on the lands under
40 the jurisdiction of another and payment is provided for the service. For a given fee, one agency can
41 become the Protecting Agency for the other. The fee (or cost) is the price for the work agreed to be
42 performed on each acre of land.

43
44 **Fire Management Activities and/or Services:** Any or all activities that relate to managing fire or fuels
45 on lands under the jurisdiction of any agency to this Agreement. Activities include, but are not limited to
46 suppression, prescribed fire/fuels management, fire analysis/planning, rehabilitation, training,
47 prevention, public affairs, post-fire rehabilitation, and restoration activities in fire management.

48

1 **Geographic Area Coordination Center (GACC):** The physical location of an interagency, regional
 2 operation center for the effective coordination, mobilization and demobilization of emergency
 3 management resources.

4
 5 **Geographic Area Coordinating Group (GACG):** Interagency, regional fire management bodies.

6
 7 **Hazard:** Something that is potentially dangerous or harmful, often the root cause of an unwanted
 8 outcome.

9
 10 **Hazard Mitigation:** Any cost effective measure which will reduce the potential for damage to a facility
 11 from a disaster event.

12
 13 **Hazardous Material:** For the purposes of ESF #1, hazardous material is a substance or material,
 14 including a hazardous substance, that has been determined by the Secretary of Transportation to be
 15 capable of posing an unreasonable risk to health, safety, and property when transported in commerce,
 16 and which has been so designated (see 49 CFR 171.8). For the purposes of ESF #10 and the Oil and
 17 Hazardous Materials Incident Annex, the term is intended to include hazardous substances, pollutants,
 18 and contaminants as defined within the National Oil and Hazardous Substances Contingency Plan,
 19 known as the National Contingency Plan (NCP). See 40 C.F.R. Part 400 for additional information.

20
 21 **Incident Command System (ICS):** A standardized, on-scene emergency management construct
 22 specifically designed to provide for the adoption of an integrated organizational structure that reflects
 23 the complexity and demands of single or multiple incidents, without being hindered by jurisdictional
 24 boundaries. ICS is the combination of facilities, equipment, personnel, procedures, and communications
 25 operating with a common organizational structure, designed to aid in the management of resources
 26 during incidents. ICS is used for all kinds of emergencies and is applicable to small as well as large and
 27 complex incidents. ICS is used by various jurisdictions and functional agencies, both public and private,
 28 or organized field-level incident management operations.

29
 30 **Incident Commander (IC):** The individual responsible for all incident activities, including the
 31 development of strategies and tactics and the ordering and release of resources. The IC has overall
 32 authority and responsibility for managing and conducting incident operations.

33
 34 **Incident Management Team (IMT):** The IC and appropriate Command and General Staff personnel
 35 assigned to an incident.

36
 37 **Indirect Costs:** Indirect costs are those items of expense incurred as part of general management and
 38 administrative support of an organization. These costs are not attributable to a specific project, program,
 39 or output, but are distributed among many benefiting activities. Often, they are proposed as a percentage
 40 of direct project costs and are referred to as administrative costs, overhead, or burden. Examples may
 41 include office space, computer equipment, postage, utilities, salaries for administrative activities, such as
 42 procurement, personnel, accounting, and so forth.

43 **Initial Attack Zone:** An identified area in which predetermined resources would normally be the initial
 44 resource to respond to an incident.

45
 46 **Jurisdictional Agency:** The agency having land and resource management responsibility for a specific
 47 geographical or functional area as provided by federal, state or local law.

48
 49 **Initial Action:** The actions taken by the first resources to arrive at a wildfire.

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Initial Attack: The first aggressive response to a wildland fire based on values to be protected, benefits of response, and reasonable cost of response.

In-Kind Donations: Donations other than cash (usually materials or professional services) for disaster survivors.

Interagency: Coordination, collaboration, communication among cooperating agencies.

Land/Resource Management Plan (L/RMP): A document prepared with public participation and approved by an agency administrator that provides general guidance and direction for land and resource management activities for an administrative area. The L/RMP identifies the need for fire's role in a particular area and for a specific benefit. The objectives in the L/RMP provide the basis for the development of fire management objectives and the fire management program in the designated area.

Major Disaster: As defined by the Stafford Act, any natural catastrophe (including any hurricane, tornado, storm, high water, wind-driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, or drought) or, regardless of cause, any fire, flood, or explosion, in any part of the United States, which in the determination of the President causes damage of sufficient severity and magnitude to warrant major disaster assistance under this act to supplement the efforts and available resources of States, local governments, and disaster relief organizations in alleviating the damage, loss, hardship, or suffering caused thereby.

Mission Assignment: The mechanism used to support federal operations in a Stafford Act major disaster or emergency declaration. It orders immediate, short-term emergency response assistance when an applicable State or local government is overwhelmed by the event and lacks the capability to perform, or contract for, the necessary work.

Mitigation: Activities designed to reduce or eliminate risks to persons or property or to lessen the actual or potential effects or consequences of an incident. Mitigation measures may be implemented prior to, during, or after an incident. Mitigation measures are often developed in accordance with lessons learned from prior incidents. Mitigation involves ongoing actions to reduce exposure to, probability of, or potential loss from hazards. Measures may include zoning and building codes, floodplain buyouts, and analysis of hazard-related data to determine where it is safe to build or locate temporary facilities. Mitigation can include efforts to educate governments, businesses, and the public on measures they can take to reduce loss and injury.

Mobilization: The process and procedures used by all organizations—federal, state, local, and tribal for activating, assembling, and transporting all resources that have been requested to respond to or support an incident.

National: Of a nationwide character, including the federal, state, local, and tribal aspects of governance and policy.

National Incident Management System (NIMS): The NIMS provides a systematic, proactive approach to guide departments and agencies at all levels of government, nongovernmental organizations, and the private-sector to work seamlessly to prevent, protect against, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location, or complexity, in order to reduce the loss of life and property and harm to the environment. NIMS works hand in hand with the NRF. NIMS

1 provides the template for the management of incidents, while the NRF provides the structure and
2 mechanisms for national-level policy for incident management.

3
4 **National Response Framework (NRF):** The NRF guides how the nation conducts all-hazards
5 response. The Framework documents the key response principles, roles, and structures that organize
6 national response. It describes how communities, States, the Federal Government, and private-sector and
7 nongovernmental partners apply these principles for a coordinated, effective national response. And it
8 describes special circumstances where the Federal Government exercises a larger role, including
9 incidents where federal interests are involved and catastrophic incidents where a State would require
10 significant support. It allows first responders, decision makers, and supporting entities to provide a
11 unified national response.

12
13 **NWCG:** National Wildfire Coordinating Group; the NWCG is an interagency, intergovernmental body
14 that establishes operational fire management standards and procedures such as qualification and
15 certification protocols, allocation or resources protocols, equipment standards, training programs.

16
17 **Offset:** Exchange of fire protection services in specific locations that is anticipated to be of
18 approximately equal value between agencies.

19
20 **Operating Plan:** A document reviewed annually, updated as necessary, and authorized by the
21 appropriate officials for implementing the Cooperative Wildland Fire Management and Stafford Act
22 Response Agreement in their respective areas of responsibilities.

23
24 **Party:** An entity that is signatory to this Agreement.

25
26 **Planned Ignition:** The intentional initiation of a wildland fire by management actions to meet specific
27 objectives.

28
29 **Preparedness:** Activities that lead to a safe, efficient, and cost effective fire management program in
30 support of land and resource management objectives through appropriate planning and coordination.

31
32 **Prescribed Fire:** Any fire intentionally ignited by management actions in accordance with applicable
33 laws, policies, and regulations to meet specific objectives.

34
35 **Prevention:** Activities directed at reducing the incidence of fires, including public education, law
36 enforcement, personal contact, and reduction of fuel hazards (fuels management).

37
38 **Procurement Documents:** Agency specific documents for acquisition of goods or services that include
39 financial obligation.

40
41 **Protecting Agency:** Agency responsible for providing direct incident management within a specific
42 geographical area pursuant to its jurisdictional responsibility or as specified and provided by contract,
43 cooperative agreement, etc.

44
45 **Protection:** The actions taken to mitigate the adverse effects of fire on environmental, social, political,
46 economic, and community values at risk.

47
48 **Protection Area:** That area for which a particular fire protection organization has the primary
49 responsibility for attacking an uncontrolled fire and for directing the suppression actions.

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Protection Boundaries: The exterior perimeter of an area within which a specified fire agency has assumed a degree of responsibility for wildland fire control. It may include land in addition to that for which the agency has jurisdiction or contractual responsibility.

Reciprocal Fire Protection: The act of helping a neighboring Protecting Agency through written agreement for mutual aid in furnishing fire protection, which includes personal services and equipment required for fire prevention, the protection of life and property from fire, and firefighting. Reciprocity is attained by agreeing among agencies regarding the kind, location and numbers of firefighting resources which will automatically be made available as part of the initial response to a wildfire, regardless of the Protecting Agency. The kind, locations, and numbers of resources which constitute reciprocity are defined in or through Sub-Geographic Operating Plans.

Reconciliation Process: The process for tracking incidents for all Parties to this Agreement for the purpose of issuing one annual billing for each paying Party.

Recovery: The development, coordination, and execution of service- and site-restoration plans for impacted communities and the reconstitution of government operations and services through individual, private-sector, nongovernmental, and public assistance programs that: identify needs and define resources; provide housing and promote restoration; address long-term care and treatment of affected persons; implement additional measures for community restoration; incorporate mitigation measures and techniques, as feasible; evaluate the incident to identify lessons learned; and develop initiatives to mitigate the effects of future incidents.

Reimbursable Costs: All costs associated with operations and support ordered on a resource order or under a Joint Project or Project Plan by or for an incident or project within the provisions of this Agreement.

Resources: Personnel and major items of equipment, supplies, and facilities available for assignment to incident operations and for which status is maintained. Resources are described by kind and type and may be used in operational support or supervisory capacities at an incident or at an EOC.

Response: Activities that address the short-term, direct effects of an incident. Response includes immediate actions to save lives, protect property, and meet basic human needs. Response also includes the execution of emergency operations plans and of incident mitigation activities designed to limit the loss of life, personal injury, property damage, and other unfavorable outcomes. As indicated by the situation, response activities include applying intelligence and other information to lessen the effects or consequences of an incident; increased security operations; continuing investigations into the nature and source of the threat; ongoing public health and agricultural surveillance and testing processes; immunizations, isolation, or quarantine; and specific law enforcement operations aimed at preempting, interdicting, or disrupting illegal activity, and apprehending actual perpetrators and bringing them to justice.

Response to Wildland Fire: The mobilization of the necessary services and responders to a fire based on ecological, social, and legal consequences, the circumstances under which a fire occurs, and the likely consequences on firefighter and public safety and welfare, natural and cultural resources, and values to be protected.

1 **Severity Funding:** Suppression funds used to increase the level of pre-suppression capability and fire
 2 preparedness when predicted or actual burning conditions exceed those normally expected, due to severe
 3 weather conditions.

4
 5 **Stafford Act Response:** The mobilization of the necessary services and resources to a request from
 6 FEMA under the provisions of the Stafford Act and based on the procedures and requirements
 7 established in the NRF.

8
 9 **State:** Any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the
 10 U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, and
 11 any possession of the United States. (As defined in section 2(14) of the Homeland Security Act of 2002,
 12 Public Law 107-296, 116 Stat. 2135, et seq. (2002).)

13
 14 **Strategic:** Strategic elements of incident management are characterized by continuous, long-term, high-
 15 level planning by organizations headed by elected or other senior officials. These elements involve the
 16 adoption of long-range goals and objectives, the setting of priorities, the establishment of budgets and
 17 other fiscal decisions, policy development, and the application of measures of performance or
 18 effectiveness.

19
 20 **Sub-Object Class Code:** Detailed codes used by the Federal Government to record its financial
 21 transactions according to the nature of services provided or received when obligations are first incurred.

22
 23 **Supplemental Fire Department Resources:** Overhead tied to a local fire department generally by
 24 agreement who are mobilized primarily for response to incidents/wildland fires outside of their district
 25 or mutual aid zone. They are not a permanent part of the local fire organization and are not required to
 26 attend scheduled training, meetings, etc. of the department staff.

27
 28 **Supporting Agency:** An agency providing suppression or other support and resource assistance to a
 29 Protecting Agency.

30
 31 **Suppression:** Management action to extinguish a fire or confine fire spread beginning with its
 32 discovery.

33
 34 **Threat:** An indication of possible harm, or danger.

35
 36 **Tribe:** Any Indian tribe, band, nation, or other organized group or community, including any Alaskan
 37 Native Village as defined in or established pursuant to the Alaskan Native Claims Settlement Act (85
 38 Stat. 688) [43 U.S.C.A. and 1601 et seq.], that is recognized as eligible for the special programs and
 39 services provided by the United States to Indians because of their status as Indians.

40
 41 **Unified Command:** An application of ICS used when there is more than one agency with incident
 42 jurisdiction or when incidents cross political jurisdictions. Agencies work together through the
 43 designated members of the Unified Command to establish their designated Incident Commanders at a
 44 single Incident Command Post and to establish a common set of objectives and strategies and a single
 45 Incident Action Plan.

1 **Unit Administrator (Line Officer):** The individual assigned administrative responsibilities for an
2 established organizational unit, such as Forest Supervisors or District Rangers for the Forest Service,
3 District Manager for the Bureau of Land Management, Area Forester, District Forester, or State Forester
4 as designated for the State Forest Service, Agency Superintendent for the Bureau of Indian Affairs, Park
5 Superintendent for the National Park Service, and Refuge Manager (Project Leader) for Fish and
6 Wildlife Service. May also include managers for a Tribe, state, county or local government entity.
7

8 **United States:** The term “United States”, when used in a geographic sense, means any State of the
9 United States, the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands,
10 Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, any possession of the
11 United States, and any waters within the jurisdiction of the United States. (As defined in section 2(16) of
12 the Homeland Security Act of 2002, Public Law 107-296, 116 Stat. 2135, et seq. (2002).)
13

14 **Unplanned Ignition:** The initiation of a wildland fire that was unplanned, regardless of cause.
15

16 **Wildfire:** An unplanned, unwanted wildland fire including unauthorized human-caused fires, escaped
17 wildland fire use events, escaped prescribed fire projects, and all other wildland fires where the
18 objective is to put the fire out.
19

20 **Wildland Fire:** Any non-structure fire that occurs in vegetation or natural fuels. Wildland fire includes
21 prescribed fire and wildfire.

22 **Wildland Urban Interface (WUI):** The line, area, or zone where structures and other human
23 development meet or intermingle with undeveloped wildland or vegetation

1 **Exhibit B. Principal Contacts**

2 PRINCIPAL CONTACTS. The Principal Contacts for this instrument are as follows. These points of contact will
 3 review this instrument at least annually.

4

U.S. Fish and Wildlife Service
Pacific Region
Josh O'Connor
911 NE 11 th Ave.
Portland, OR 97232
Phone: 503-504-0940
Email: Josh_oconnor@fws.gov

National Park Service
Deputy Chief for Fuels, Fire Ecology & Planning
John Foley
Phone: 702-373-5531
Email: john_foley@nps.gov

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Bureau of Land Management
Idaho State Fire Management Officer
Dennis Strange
1387 S. Vinnell Way
Boise, ID 83709
Phone: 208-373- 3873
Email: dstrange@blm.gov

Bureau of Indian Affairs
Darron Williams, Fire Management Officer
911 NE 11 th Ave.
Portland, OR 97232
Phone: 503-231-6759
Email: Darron.Williams@bia.gov

Idaho Department of Lands
Bureau of Fire Management
Chief
Josh Harvey
3284 W. Industrial Loop
Coeur d'Alene, ID 83815
Phone: 208-666-8640
Email: JHarvey@idl.idaho.gov

Forest Service, Intermountain Region
Director, Fire & Aviation Management
Benjamin Newburn
324 25 th Street
Ogden, UT 84401
Phone: 801-625-5507
Email: benjamin.newburn@usda.gov

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Forest Service, Northern Rockies Region
Director, Fire & Aviation Management
Craig Glazier
26 Fort Missoula
Missoula, MT
Phone: 406-329-3402
Email: craig.glazier@usda.gov

Forest Service, Pacific Northwest Region
Director, Fire & Aviation Management
Alex Robertson
1220 SW 3 rd Avenue
Portland, OR 97204
Phone: 458-292-6232
Email: alex.robertson@usda.gov

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Exhibit C. Operating Plan

Idaho Statewide Operating Plan
2023-2027

Between

THE STATE OF IDAHO

Idaho Department of Lands

UEI: LNALNMHA3NZ5

Agreement # IDL-CDS-2023-2027

And the

UNITED STATES DEPARTMENT OF THE INTERIOR

BUREAU OF LAND MANAGEMENT

Idaho State Office

UEI: GD3JJJNDU3E5

Agreement # BLM-IDS0-2023-

NATIONAL PARK SERVICE

Interior Regions 8,9,10, and 12

UEI: ZK1LYM6WE3C4

Agreement # G8064231008

BUREAU OF INDIAN AFFAIRS

Northwest Region

UEI: GF45M8G4QB5

Agreement # 23P004430001

UNITED STATES FISH AND WILDLIFE SERVICE

Pacific Region

UEI: MYTDK1R5BBQ6

Agreement # FF01R03000-23X-L023

AND THE

UNITED STATES DEPARTMENT OF AGRICULTURE

FOREST SERVICE

Northern Region 1, Intermountain Region 4, Pacific Northwest Region 6

UEI: G2EGL5TJE6N3

Agreement # 23-FI-11015600-049

1 **PARTICIPATING AGENCIES**

2
3

STATE OF IDAHO

Northern Operations

Cataldo Forest Protective District
Kootenai Valley Forest Protective District
Mica Forest Protective District
Pend Oreille Forest Protective District
Priest Lake Forest Protective District
Ponderosa Forest Protective District
Clearwater-Potlatch Timber Protective Assn.
West St. Joe Forest Protective District

Southern Operations

Clearwater Supervisory Area
Craig Mountain Forest Protective District
Eastern Idaho Supervisory Area
Maggie Creek Forest Protective District
Payette Lakes Supervisory Area
Southwest Forest Protective District
Southern Idaho Timber Protective Association

4 **UNITED STATES DEPARTMENT OF AGRICULTURE - FOREST SERVICE**

Northern Region (R-1)

Bitterroot National Forest
Idaho Panhandle National Forest
Nez Perce–Clearwater National Forest

Pacific Northwest Region (R-6)

Wallowa-Whitman National Forest

Intermountain Region (R-4)

Boise National Forest
Caribou-Targhee National Forest
Payette National Forest

Salmon-Challis National Forest
Sawtooth National Forest

5 **UNITED STATES DEPARTMENT OF THE INTERIOR**

BUREAU OF INDIAN AFFAIRS- NORTHWEST REGIONAL OFFICE – PORTLAND, OR

Coeur d’Alene Agency – Coeur d’Alene Tribe
Fort Hall Agency – Shoshone-Bannock Tribes
Northern Idaho Agency - Kootenai Tribe of Idaho & Nez Perce Tribe

BUREAU OF LAND MANAGEMENT-IDAHO

Boise District
Coeur d’Alene District

Idaho Falls District
Twin Falls District

NATIONAL PARK SERVICE-INTERIOR REGIONS 8, 9 ,10, AND 12

City of Rocks National Reserve
Hagerman Fossil Beds National Monument
Nez Perce National Historic Sites

Craters of the Moon National Monument and Preserve
Minidoka National Historic Site

U.S. FISH AND WILDLIFE SERVICE- PACIFIC REGION

Dworshak National Fish Hatchery
Hagerman National Fish Hatchery
Kooskia National Fish Hatchery
Bear Lake National Wildlife Refuge
Camas Lake National Wildlife Refuge

Deer Flat National Wildlife Refuge
Gray’s Lake National Wildlife Refuge
Kootenai National Wildlife Refuge
Minidoka National Wildlife Refuge
Oxford Slough Wildlife Production Area
Southeast Idaho National Wildlife Refuge Complex

1 This Operating Plan is hereby made and entered into by and between the Parties pursuant to the Master
2 Cooperative Wildland Fire Management and Stafford Act Response Agreement (Agreement) signed and
3 dated April 20, 2023. This Operating Plan, including any referenced attachments or Exhibits, is tiered to
4 the Agreement. A formal modification to the Agreement is unnecessary but to the extent the terms of
5 this Operating Plan conflict with the Agreement, the Agreement shall govern.

6 I. PURPOSE

7 This is a Statewide Operating Plan applicable to all signatory Parties within the Great Basin and
8 Northern Rockies Geographic Areas for the State of Idaho. Its purpose is to address statewide issues
9 affecting cooperation, interagency working relationships and protocols, financial arrangements,
10 sharing of resources, and joint activities/projects. The Great Basin and Northern Rockies
11 Mobilization Guides are incorporated herein by reference in this Operating Plan.
12

13 II. RECITALS

14 Stafford Act responses and related National Response Framework (NRF) activities will be
15 accomplished utilizing established dispatch coordination concepts. Situation and damage assessment
16 information will be transmitted through established fire suppression intelligence channels.
17 Jurisdictional Agencies, as defined in the Agreement, are responsible for all planning documents,
18 i.e., land use, resource and fire management plans and decision support documents, for a unit's
19 wildland fire and fuels management program.

20 Protecting Agencies, as defined in the Agreement, implement the actions documented and directed
21 by the appropriate planning documents and decision support documents for initial and extended
22 attack on wildfire incidents. They provide the supervision and support including operational
23 oversight, direction, and logistical support to Incident Management Teams IMTs.

III. INTERAGENCY COOPERATION

A. Interagency Dispatch Centers:

Each dispatch center within Idaho will maintain a standard operating plan that addresses the following:

- Purpose and Overview
- Administrative Oversight/Structure
- Dispatch Organization
- Roles and Responsibilities
- Dispatch Services
- Funding

It is intended, that interagency dispatch center managers may be employed by any Participating Agencies, and as such, have the agency specific authorities from each Participating Agency, except where prohibited by law or regulation, necessary to conduct the Center's operation.

Current Interagency Dispatch Centers:

Coeur 'd Alene Interagency Dispatch Center (CDC) – Coeur 'd Alene, Idaho
Grangeville Interagency Dispatch Center (GVC) – Grangeville, Idaho

Central Idaho Interagency Dispatch Center (CIC) - Salmon, Idaho
Eastern Idaho Interagency Dispatch Center (EIC) - Idaho Falls, Idaho
Boise Interagency Dispatch Center (BDC) – Boise, Idaho
South Central Interagency Dispatch Center (SCC) – Shoshone, Idaho
Payette Interagency Dispatch Center (PAC) – McCall, Idaho

B. Interagency Resources:

Identify funding and staffing of joint resources and facilities commensurate with each agencies use.

C. Standards:

Reference common standards; reference direction for land management and aircraft use.

D. Supplemental Fire Department Resources: Supplemental Fire Department Resources that may be mobilized under the Idaho Cooperative Mobilization Agreement (ICMA).

E. Local Fire Service Organizations (FSOs):

- Mobilization of FSO resources outside of the area covered by local agreements will be transacted through Idaho Department of lands (IDL).
- FSO resources will not be mobilized outside the local area if they do not have an ICMA with IDL.
- Mobilization of FSO resources will follow all processes and procedures defined in the ICMA published by IDL, which includes rates, training, and equipment standards.
-

F. State-to-State Response: Through utilization of the Northwest Compact, IDL can directly order Canadian, and other State resources, and IDL will provide training, Personal Protective Equipment (PPE), and equipment, (reference Appendix I). If a federal agency utilizes a specific resource, and has additional requirements, they are responsible for providing training, PPE and equipment above what IDL requires.

G. Tribal Resources:

The Bureau of Indian Affairs has cooperative arrangements in place with:

- Coeur d’Alene Agency – Coeur d’Alene Tribe
- Fort Hall Agency - Shoshone-Bannock Tribes
- Northern Idaho Agency - Nez Perce Tribe of Idaho, Kootenai Tribe of Idaho
-

H. Rangeland Fire Protection Associations:

A Rangeland Fire Protection Association (RFPA) is a nonprofit organization that has entered into a Rangeland Fire Protection Agreement with the IDL, for the detection, prevention, and suppression of range fires with the state of Idaho or any agency of the state of Idaho. An RFPA has the authority to form in Idaho through Idaho Code § 38-104B. Through the agreement with the IDL, Idaho RFPA’s are required to properly train and equip members with PPE and radio communications. They are also required to carry liability insurance. Once all terms of the agreement with the IDL have been met, the RFPA is authorized to engage in suppression activities within the terms of their agreements and/or Memorandums of Understanding (MOUs).

In areas where RFPAs and wildland fire protection agencies share common fire protection interests, the entities are encouraged to enter into local agreements or MOUs to define operational procedures and responsibilities. RFPAs resources cannot be mobilized outside the area covered by their local agreements.

Fire reporting and dispatch procedures are detailed in the agreements that RFPAs hold with individual agencies and are specific to the signatory agencies.

I. Idaho Office of Emergency Management (IOEM):

Idaho Office of Emergency Management (IOEM) is responsible for directing the coordination of emergency and disaster operations when a disaster occurs in the State of Idaho. This is done through the implementation of the Idaho Emergency Operations Plan (IDEOP), which can be found at: <https://ioem.idaho.gov/preparedness-and-protection/plans/>

The IDEOP, Emergency Support Function #4 (ESF4) addresses firefighting in Idaho. IDL is the primary state agency responsible for ESF#4 coordination and may have personnel assigned to the Idaho Response Center (IRC) to assist local government agencies in obtaining resources.

When requested, IDL may provide a liaison to the IOEM Area Field Officer (AFO) when a wildfire disaster occurs in their area of responsibility.

IOEM is also responsible for state government's role in the Fire Management Assistance Grant Program (FMAG). When a Governor's approved state disaster declaration is in effect, the state or local government may receive financial assistance through a FMAG from the Federal Emergency Management Agency (FEMA) to offset the suppression costs to the applicant agencies, typically the state, local government, or tribal agencies.

All requests for FMAG assistance will be made through IOEM. The local jurisdiction makes their request through the appropriate AFO. IDL also makes their request through IOEM.

J. Idaho National Guard:

All requests for Idaho National Guard (IDNG) assistance in support of wildfire incidents shall go through IOEM. A local jurisdiction and/or IDL may be a requestor. Acquisition, procurement, and use of IDNG shall follow policies and procedures set forth in the IDEOP and the Reciprocal Fire Protection Agreement for Cooperation in Wildfire Suppression between Idaho Military Division and Idaho Department of lands.

IDNG resources may be utilized when all other potential sources (i.e., owned, and contracted assets, or agreements) have been exhausted, and a Governor's approved state disaster declaration has been issued.

The IMT will be responsible for tracking IDNG resources to ensure a clean payment package. Host agencies may be requested by IOEM to assign personnel to fill the roles of Incident Business Advisor (INBA) and National Guard Liaison at the IRC. Additional liaisons may be needed at the assigned locations of IDNG resources.

If IDNG resources are deployed into Idaho from another state, a notification to the IDL State Duty Officer must also be made.

More information on the disaster declaration process and IEOP can be found on the IOEM's website. <https://ioem.idaho.gov/preparedness-and-protection/plans/>

K. Idaho Department of Corrections Resources (IDOC):

The IDL agreement with the IDOC will be the only agreement used by all Agencies to provide corrections resources for fire protection activities. In order to be reimbursed for the cost of work performed by any person serving a term of imprisonment, the State must have a written agreement with the IDOC that addresses the provision of assistance by persons serving terms of imprisonment and the cost for the assistance. For costs that are the responsibility of the Federal Agencies, the Federal Agencies shall upon receipt of the States billing, reimburse the State for the costs of assistance. Refer to Exhibit D – Reimbursable Billing and Payments Procedures.

IV. PREPAREDNESS

A. Protection Planning:

The Agencies agree that protection objectives will be based upon the individual Fire Management Plans (FMP) which will be formulated in an interagency manner whenever and wherever possible. Plans can be obtained by contacting each agency head.

B. Protection Areas and Boundaries:

1. Unprotected Lands:

Unprotected lands are lands for which there is no agreement with an established fire protection organization such as a Rural Fire Department, Fire Protective Association (FPA), Municipal Fire Department, RFPA, a county, the IDL, Timber Protective Association (TPA), or Federal agency. When wildland fires occur on unprotected lands and fire threatens any agency's resource values, there is discretion to engage in fire suppression activities to protect those resource values consistent with their agency policies.

There are approximately 1.2 million acres of unprotected land across the State of Idaho. The State of Idaho has authority to protect private lands, but Idaho Code does not allow for the payment of such responding resources.

a. Suppression Activities on Unprotected Lands:

Suppression actions on unprotected lands can be very complex. These fires may have landowners taking suppression actions with no means of communication with other firefighting entities. Uncoordinated response to wildland fire has the potential to place firefighters in hazardous situations, which are inherently high-risk. Run cards may address any unprotected lands and how to best coordinate a response that mitigates any hazardous situations that may be present, define what constitutes a threat to agency lands, develop management action points, and course of action.

C. Methods of Fire Protection and Suppression:

1. Reciprocal (Mutual Aid) Fire Assistance:

The State and Federal Parties to this agreement have identified reciprocal Mutual Aid zones within the State in which a minimum billing threshold will be utilized. Refer to Exhibit D, Reimbursable Billings and Payments for more information regarding the minimum billing threshold.

2. Reimbursable (Cooperative) Fire Protection:

Lands not designated as offset exchange or within the mutual aid zone will be considered reimbursable.

The Protection Agency may request suppression resources of other Agencies for its protection work. Such resources shall be paid for by the Protecting Agency.

IDL authorizes suppression action by the Federal wildland fire agencies on State-owned Rangelands. These fires will have an IDL Unit Identifier for assigning ownership.

If Federal resources respond to State-owned Rangeland fires, federal resources will be reimbursed 100% and the minimum billing threshold does not apply. See applicable item regarding Reimbursable Billings and Payments, Exhibit D.

3. Exchange (Offset) Fire Protection:

The Parties to this agreement have identified areas of exchange (offset) fire protection services in specific areas of Idaho. The areas designated as offset were determined based upon the following:

- More aligned with applicable core missions
- Consider the location of agency resources
- Better serve and protect the public
- Create efficiencies in the areas where small and/or scattered parcels exist
- Simplify financial processes when possible
- Flexibility to adjust decisions and phasing in changes as needed from changes in agency resources.

Maps and narratives documenting the exchange are on file at the Bureau of Land Management Idaho State Office.

When the Protecting Agency takes suppression action on lands it protects for the Jurisdictional Agency, and the jurisdictional agency is requested to assist, the Protecting Agency will reimburse the Jurisdictional Agency for their assistance. The exception is if the Parties involved are federal wildland fire agencies. The National Interagency Agreement for Wildland Fire Management between the Department of The Interior wildland fire agencies and the USDA Forest Service provides that Parties agree not to bill each other for suppression services.

Agencies protecting lands that are the jurisdiction of another will provide wildland fire suppression per the jurisdictional agencies land management policies.

4. Contract (Fee Basis) Fire Protection:

For reference, the fee-based fire protection agreements listed below, are agency-specific, not between Federal and State agencies.

<u>Protection Area</u>	<u>Protecting Agency</u>	<u>Jurisdictional Agency</u>
Kootenai Reservation	IDL	BIA/Nez Perce Tribe

Nez Perce Reservation	IDL	BIA/Kootenai Tribe
Idaho Fish & Game	IDL	State of Idaho
Idaho Parks & Recreation	IDL	State of Idaho
Misc. Parcels NPS	BLM	National Park Service
Misc. Parcels FWS	BLM	U.S. Fish & Wildlife Service
Misc. Parcels BOR	BLM & USFS	Bureau of Reclamation

D. Joint Projects and Project Plans:

Implementation of such projects will require a separate, Supplemental Fire Project Agreement (SFPA), Exhibit I hereto or other appropriate agreement, executed by the authorized signatory for each party to the SFPA.

These projects may involve activities such as prescribed fire/fuels management, preparedness, fire analysis/planning, rehabilitation, training, prevention, public affairs, or other beneficial efforts in support of interagency fire management. Any activity will require its own SFPA.

E. Fire Prevention/Education/Mitigation:

The Participating Agencies agree to cooperate in the development and implementation of fire prevention/education/mitigation programs. Participating Agencies will collaborate on ways to prevent unwanted wildfires. This program will have an overarching goal of lessening the risk of wildfire impacts to the public and private land and structures especially in the Wildland Urban Interface (WUI).

F. Fire Restrictions: Fire Restrictions and/or Closures will be communicated and coordinated between the Participating Agencies to include initiating, implementing, and lifting restrictions.

G. Public Use Restrictions:

Implementation of restrictions and closures shall be coordinated with all appropriate agencies. <https://www.idahofireinfo.com/>

H. Burning Permits:

Burning permits will be issued through an on-line portal managed by the State of Idaho. Burn permits are required May 10 to October 20 per Idaho Code § 38-115.

I. Prescribed Fire (Planned Ignitions) and Fuels Management:

Any Party to this Agreement may provide assistance to another Party as requested and agreed to for the purposes of implementing prescribed fire activities or other fuels management work. Conditions of the assistance and details related to reimbursement will be agreed to and documented through the procurement or Joint Projects and Project Plans (as referenced in Joint Projects and Project Plans, Clause #4). Any instrument processed under this clause shall be in accordance with each Party’s applicable laws, regulations, and policy requirements.

J. Smoke Management:

Ensure smoke impacts to the public and fire personnel are addressed through the IMT ordering Air Resource Advisors (ARA) on Type 1 fires and consider ordering ARAs to Type 2 fires as per the Interagency Standards for Fire and Fire Aviation Operations (red book) and Public Law 116-9, the Dingell Act, 2019. ARAs are members of the Wildland Fire Air Quality Response

Program and are specialists in smoke management and air quality. An ARA is recommended when an incident has smoke management objectives and/or smoke is expected to impact communities or sensitive populations for an extended period. ARAs are ordered in Interagency Resource Ordering Capability (IROC) as a Technical Specialist (THSP).

Additional information on ordering an ARA can be found in the appropriate Geographic Area Interagency Mobilization Guide.

Agencies in Montana and Idaho are members of the Montana/Idaho Airshed Group and coordinate smoke management from prescribed fire actions following specific protocols. The group's procedures are outlined in the Montana/Idaho Airshed Group Operating Guide and can be found at <https://mi.airshedgroup.org>

V. OPERATIONS

A. Fire Notifications:

A Supporting Agency will promptly notify the appropriate Protecting Agency of fires burning on or threatening lands for which that agency has protection responsibility.

Local Dispatch Operating Plans shall specify notification procedures and timelines, to include timeframes when final fire reports will be sent to Jurisdictional Agencies.

A responding resource or its dispatch center must immediately notify the Jurisdictional Agency's dispatch center when they are responding to an incident and of suppression actions taken, due to special management and financial considerations.

If a responding resource is dispatched through its respective dispatch center to an incident where jurisdiction is unclear, unknown, suspected to lay within the boundaries of another jurisdiction, or suspected to be a "boundary line fire" then every effort for immediate notification to the appropriate Interagency Dispatch Center must be made.

B. Boundary Line Fires:

Agencies are expected to review boundary areas annually with neighboring agencies to determine whether preplanned fire control lines and response strategies are still appropriate for each other's jurisdictional interests. Plans to resolve adjacency issues will be documented in local Dispatch operating plans and on maps attached to those plans.

Every effort shall be made to notify neighboring agencies whenever a fire is threatening their jurisdiction or protection. Any, and all requests for emergency assistance and incident support on cross boundary incidents must be clear and concise and shall be processed and recorded through a single dispatching center.

Reconciliation of costs for border fires will follow the Billings and Invoices Processes as outlined in Exhibit D.

C. Independent Action on Lands Protected by Another Agency:

All fire suppression actions conducted on lands of other Agencies shall be consistent with the Jurisdictional Agency's land management policy.

Any Participating Agency may, upon its own initiative, at the risk of their own expense, and with appropriate notification and coordination, respond to wildland fires on lands that are under the direct protection of another agency.

D. Response to Wildland Fire:

1. Special Management Considerations:

a. IDL State and Private Forested Lands. No special management considerations.

b. USFS Aerial Application Avoidance Issues:

Avoidance maps will be prepared and made available for all National Forest System lands and reviewed pre-season and during any fire incident with the assigned Incident Commander (IC) or IMT.

If there is a mishap, notify the local U.S. Forest Service District so they can make the appropriate notifications.

Avoidance issues related to aerial retardant on all National Forest System lands will be monitored and any mishaps will be reported following protocols established in the “Record of Decision” issued in 2011. For detailed instructions reference <https://www.fs.fed.us/managing-land/fire/chemicals>

Reference Exhibit M for Standards and Guidelines for Fire Suppression in Watersheds with Sensitive Fish Species.

c. U.S. Fish and Wildlife Service, The Use of Aerial Delivered Retardant:

On lands protected by U. S. Fish and Wildlife Service the use of aerial delivered retardant is approved with a determination by the IC that “life and/or property” is imminently threatened. Continued use of retardant is dependent upon the approval of the Jurisdictional Agency.

Reference individual refuge/hatchery FMPs at: <https://www.fws.gov/fire/fmp/>

d. BLM Special Management Guidelines:

Reference Exhibit N

E. Decision Process:

The Federal agencies will assume the lead for development of Wildland Fire Decision Support System (WFDSS) and delegation of authority as required for fires on federally managed lands. The WFDSS is the sole documentation tool for all fires that occur on federal jurisdiction or protection. If an Incident Management Team (IMT) is ordered, the WFS/WFDSS will be completed in conjunction with any jurisdictional agencies. All documents will be provided to IMTs once in place.

Protection	Jurisdiction	WFS / WFDSS
State	State	WFS
Federal	State	WFS
State	State & Federal	WFS & WFDSS
State	Federal	WFDSS

When wildfire is on or threatens State and Private Forestland, the Delegation of Authority shall include the following language:

“State and Private Forestland Owners pay a fire protection assessment to the Idaho Department of Lands (IDL). Fire suppression operations on State and Private Forestland must include placing high value on timber resources including standing timber, as well as plantations. Expectations for firefighting on State and Private Forestland within Federal protection areas are:

- While planning and executing fire suppression actions, be mindful of the financial values associated with state and private timber.
- Minimize threats and potential impacts to state and private timber by using tactics that keep fire away from these areas.
- Minimize acres burned by using full suppression tactics and keeping the fire size as small as practical.
- Use tactics, practices, and behavior that respect the property and timber value of forestland owners.”

F. Cooperation:

All Parties to this agreement are involved in developing the strategy and tactics to be used in preventing unwanted wildland fire from crossing the jurisdictional boundaries. Neighboring jurisdictions should provide prompt notification to agencies when concerns exist about fires that have the potential to impact adjacent jurisdictions.

G. Communication:

Communications occur prior to fire season in pre-season meetings and during the early stages of wildland fires.

1. Frequencies:

Pre-identified incident communication protocols will be established and followed (e.g., frequencies plans, points of contact, and interoperable radio hardware). All agencies Party to this agreement agree to share FM frequencies and Air to Air frequencies for initial attack, extended attack, and Type 3 incidents. All other incidents will utilize national radio cache frequencies. All Parties will maintain their individual agency’s radio systems. Opportunities for efficiencies on radio maintenance will be coordinated on a local level.

H. Cost Efficiency:

Jurisdictions will identify conditions under which cost efficiency may dictate where suppression strategies and tactical actions are taken (i.e., it may be more cost effective to put the containment line along an open grassland than along a mid-slope in timber). Points to consider include loss and benefit to land, values at risk, resource, social and political values, and existing legal statutes.

I. Delegation of Authority (DOA):

Delegation of Authority is required for all Type 1, Type 2, and Type 3 and Complex Incident Management (CIM) teams assigned.

The DOA will incorporate the decision documents and will clearly communicate the intent of the Jurisdictional Agency leader(s) and will be signed by all Protection and Jurisdictional Agencies.

For Type 3, 4, and 5 incidents, the ICs are responsible for obtaining a delegation of authority and/or expectations to manage the incident from the agency administrator. Delegations may be written or oral. Each agency will follow their own policy.

DOA for Incident Commanders and Area Commanders (ACs) will come from the Unit Administrator or authorized designee:

BIA: Agency Administrator
BLM: District Manager
BOR: Protecting Agency or Regional Director
FWS: Refuge Manager; Project Leader
IDL: Area Manager
NPS: Park Superintendent
RFPA: District Manager
USFS: Forest Supervisor

J. Preservation of Evidence:

Evidence will be preserved in accordance with applicable Agency regulations and policies.

K. Community and Structure Fire Protection from Wildfires in Idaho:

Local city or county government is responsible for emergency response, including structure protection, within their jurisdiction. This responsibility is usually found within the fire agencies' charter and is substantiated by tax dollar revenue (sales and property tax).

Local city or county governments assume the financial responsibility for emergency response activities, including structure protection, within their jurisdictions. Local city or county government will order resources deemed necessary to protect structures within their jurisdiction. Local city or county governments will not be reimbursed for performing their responsibilities within their jurisdiction.

Any time that fire activities warrant structure protection the decisions, the actions taken, and financial responsibilities must be documented on the cost share template. Links for decision documents can be found in Exhibit J.

Applies to Northern Rockies only - The Northern Rockies document titled, "Guidelines for Community and Structure Fire Protection" is valid and should be used in setting expectations for community and structure fire protection, as well as, providing leader's intent in any Delegations of Authority. The document can be found at: <http://gacc.nifc.gov/nrcc/nrcg/>

IDL may provide resources to a county (FSO, Sheriff, Commissioner, or other official) or tribal agency for structure suppression assistance when a wildland fire threatens structures. This is part of IDL's responsibilities as the primary agency responsible for Emergency Support Function (ESF4) in the (IDEOP).

L. Movement of IDL Resources within Idaho:

Due to the State being split within two different geographic areas, for the movement of IDL resources, Idaho State agency or compact resources, FSOs and IDL exclusive use contractors, or any other resources under the control of IDL (all referred to as IDL resources) the following process will be followed:

Originating IDL Location	Destination IDL Location	GACC FROM	GACC TO
Southern Idaho	Northern Idaho	Northern Rockies CC (MT-NRC)	Great Basin CC (UT-GBC)
Northern Idaho	Southern Idaho	Great Basin CC (UT-GBC)	Northern Rockies CC (MT-NRC)

All dispatch offices must ensure that the “Special Needs” block of the resource order request clearly indicates that the needs are for IDL Resources.

VI. USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES

A. Cost Share Agreement:

Whenever multiple jurisdictional agencies or protection agencies are affected due to the location of a fire the development and implementation of a written Cost Share Agreement is required using one of the approved cost share methodologies available in Exhibit E, Cost Share Agreement Instructions. A cost share agreement will be approved by the responsible Unit Administrators as defined by agency policy or their authorized representatives.

B. Training:

Training priorities and delivery will be coordinated as agreed upon by training committees from each Geographic Area Coordinating Group. These training committees will provide direction, guidance, and processes for delivery of interagency training courses throughout the State.

As the agency of jurisdiction, under the National Incident Management System Wildland Fire Qualification System Guide, PMS 310-1, the IDL will sponsor FSO personnel in wildland training for Incident Command System (ICS) positions to assist on interagency incidents nationally.

For the purposes of this agreement, any IDL, FSO and RFPA employee/member will be treated as a Geographic Area student whether they reside in northern or southern Idaho. Nominations will be processed and prioritized according to individual Geographic Area Training Committee Operating Plans.

The IDL, Bureau of Fire Management Training and Safety Specialist will coordinate training schedules and nominations for agency, FSO, and RFPA personnel with the two Geographic Area Training Committees. IDL will participate in Priority Trainee Programs within Geographic Areas for the purposes of completing Position Task Books (PTB) within the ICS organization for interagency incidents.

Agencies hosting training will provide IDL (IDL Training and Safety Specialist and Southern Idaho Fire Program Liaison, as appropriate) copies of course completion memo documenting personnel training attendance.

C. Communication Systems:

See Dispatch Operating Plans for specific guidance.

D. Fire Weather Systems:

Listed in Dispatch Operating Plans.

E. Incident Meteorological (IMET) Services:

Follow standard dispatch procedures for requesting IMET services from the NWS and shall be made in accordance with the provisions of the Interagency Agreement for Meteorological and Other Technical Services (IMET Agreement) and shall not conflict with the procedures of the

Mobilization Guides. Reimbursement and expenditures for IMET Services shall follow the procedures detailed within the IMET Agreement.

F. Aviation Operations:

Agencies will cooperate in the use, operations, and support of aviation resources. Operational capabilities vary by agency. Each agency will follow its established policies and procedures in the performance of their operations.

Any agency may assign and maintain operational control of their respective aircraft to an incident when the fire is deemed a threat to lands under its jurisdiction. A resulting interagency mix of aircraft in the same airspace is allowed as long as common communications, command/control, and on-scene operating procedures exist to ensure a safe and efficient aviation operation. Fire Traffic Area (FTA) procedures will be used by all aircraft. When an unsafe or inefficient aviation operation exists, agencies reserve the right to withdraw their aircraft until the issues are resolved. Investigations of aircraft accidents and incidents will comply with the standards and procedures of the procuring agency, and that of the “Operator of the Aircraft.”

1. Aviation-Related Clarifications:

The following rules of “Aviation Related Clarifications” are intended to provide clear direction to all parties to the Master Agreement:

Retardant, Foam, Gel Dispensing: No foam, retardant, gel, or other suppressant may be dispensed from non-federal aircraft on Federal lands unless it is a product specifically approved by Missoula Technical Development Center (MTDC) and listed on the Qualified Products List (QPL).

2. Federal Aircraft:

Aircraft procured and approved by Federal firefighting agencies are authorized for use on wildland fire operations managed by Federal, State, FPAs, TPAs and local governments. Federal employees are only authorized to ride in federally carded/approved aircraft (with federally approved pilots) regardless of Jurisdictional Agency.

3. Non-Federally Approved Aircraft:

Non-federally approved aircraft will be excluded from suppression resources listed in reciprocal suppression agreements with the USDA/USDI agencies. Non-federally approved aircraft shall not be used where the USDA/USDI is the Protecting Agency. Any agreement stating otherwise shall be rescinded. Additionally, aircraft will not be dispatched to incidents known to be on USDA/USDI land other than as an independent action.

Under the closest forces concept, non-federally approved aircraft may be dispatched to fires of unknown jurisdiction. When a non-federally approved aircraft dispatched to such a fire determines that the fire is on USDA/USDI protection and does not threaten other non-federally protected lands, the pilot or manager will immediately provide the coordinates and a fire report to the dispatch center so that appropriate USDA/USDI aviation assets may be dispatched. The non-federally approved aircraft will then leave the scene. Non-federally approved aircraft are not authorized to conduct initial attack on USDA/USDI lands unless there is an immediate threat to non-federally protected lands. Non-federally approved aircraft (manned or unmanned) shall not be under the operational

positions as IC, Operations Section Chief, Aerial Supervisor, etc., may exercise “tactical” control over an aviation resource. However, “operational” control remains with the agency managing the fire. Therefore, it is permissible for Federal employees to work with non-federally approved aircraft while under the operational control of a State, FPA, TPA or local government.

In an emergency, where human life on Federal lands under Federal protection is immediately threatened by wildland fire in the current burning period, a local Federal line officer may, with State concurrence, take operational control over State contracted aircraft, if sufficient Federal aircraft are not available to protect the public.

The local Federal line officer must notify their Fire Director/State Fire Management Officer or Fire Director Designee/State Fire Management Officer Designee. Any such use will be documented by the approving Federal line officer, and the documentation will be forwarded to the agency national aviation headquarters within two weeks. For billing purposes, the Region and State Office will reconcile imminent threat dates and flights.

The authorization for Federal agencies to use unapproved aircraft when there is an imminent threat to human life is consistent with and based upon the language found in the following laws and clarifying documents which define public vs. civil aircraft operations:

Independent Safety Board Act Amendments, Public Law 103-411, signed Oct. 25, 1994. 49 U.S.C. 40102 (a)(37)

FAA Advisory Circular AC 00-1.1b, Public Aircraft Operations, Feb. 12, 2014, Appendix 1 defines “public aircraft.” Reference: https://www.faa.gov/documentLibrary/media/Advisory_Circular/AC_00-1.1B.pdf.

IDL aircraft under exclusive use contract agreements are a statewide resource and are available to the signatories of this agreement within the State of Idaho for the use of suppression activities, through standard dispatch ordering processes. These aircraft are not authorized for non-suppression activities unless a Supplemental Fire Project Agreement exists. Refer to Exhibit I.

It is expected that all protocols in The IDL and U.S.F.S Regions 1 and 4, Interagency Operations Guide for Single Engine Air Tankers and Amphibious Water Scoopers will be followed.

11. Aircraft Billing:

Aircraft use will be billed to the reimbursing agency following the billing procedures found in Exhibit D of this document.

G. Unmanned Aircraft Systems, UAS Operations:

All wildland fire UAS operations, including pilots and aircraft, must follow all aircraft direction listed in above sections, be approved by the jurisdictional agency and “NWCG Standards for Fire Unmanned Aircraft Systems Operations,” PMS 515.

VII. BILLING PROCEDURES

(Refer to Exhibit D. of the Master Coop Agreement-Reimbursable Billings and Payments)

A. Suppression Billing:

1. Billing Information, Provide:

- Agency name and billing address
- Financial Contact (name, phone, email)
- Agency Unique Entity Identifier (UEI)
- Billing timeframes – Provide contact information for written request for extensions beyond timeframes established in Exhibit D, Reimbursable Billings and Payments.
- Indirect Cost Rates, if applicable; the indirect cost assessment is waived for all suppression billings.

B. Fee Based Services:

Billings will be in accordance with separate written agreement or contract(s).

Agencies may provide fire protection services on lands under the jurisdiction of another agency. Agency costs will be computed by adding together (1) a five-year average suppression cost considering the most recent seven full fiscal years but eliminating the highest cost year and the lowest cost year, and (2) a five-year average preparedness cost considering the most recent seven full fiscal years but eliminating the highest cost year and the lowest cost year.

For example, 2023 costs would include (1) the average suppression cost of years 2016-2022, minus the highest and lowest, plus (2) the average preparedness cost for the years 2016-2022, minus the highest and lowest. State and Regional business leads are the points of contact for developing the cost per acre rate. The following are fee basis protection areas:

C. Non-Suppression Billings:

As described in this Operating Plan, the Parties may jointly conduct cooperative projects and/or share resources to carry out non-suppression activities in support of interagency fire management. These joint projects or activities may involve sharing of costs and/or a transfer of funds between the Parties involved, at which time a separate, local agreement, procurement, or other appropriate written document will be required. Billing will be defined under the terms of that document.

D. Stafford Act Billings:

- Refer to Exhibit H of the Master Cooperative Agreement – Use of and Reimbursement for Shared Resources in Stafford Act Response Actions.
- Billing timeframes – Contact information and process required for extensions beyond timeframes established in Exhibit H are included in Exhibit D Reimbursable Billing and Payments.

VIII. GENERAL PROVISIONS

A. Principal Contacts:

Refer to Exhibit B of Master Coop Agreement – Principal Contacts.

B. Personnel Policy:

Supplemental Fire Department Resources are mobilized through the Idaho Cooperative Mobilization Agreement (ICMA).

C. Modification:

Modifications within the scope of this Operating Plan shall be made by mutual consent of the Parties, through the issuance of a written modification signed and dated by all Parties prior to any changes being performed. Any Party shall have the right to terminate their participation under this Operating Plan by providing one year advance written notice to the other Parties.

D. Annual Review:

This Operating Plan is reviewed annually by February 1st and revised, as needed. For proposed changes reference Exhibit O for “Idaho Master Agreement Operating Plan Change Form”.

The Fire Directors are the decision authority for how the Master Agreement is implemented through Exhibit C. Operating Plan, as proposed via the Master Agreement Operating Plan Change Form.

E. Duration of Operating Plan:

This Operating Plan is executed as of the date of last signature and remains in effect through December 31, 2027, unless modified or superseded.

If the current Master Coop Agreement is superseded by a new Agreement, this Operating Plan may remain in effect to the extent that it does not conflict with provisions of the new Agreement, but only until such time that all activities and conditions can be incorporated into a new Operating Plan.

F. Previous Instruments Superseded:

BLM-ID-SO-2016-008, 16-FI-11015600-42, IDL-CDS-2016-20-2021.

G. Authorized Representatives:

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

1 State and Federal Protection Agencies will enter into a cost share agreement when more than
2 one jurisdictional responsibility for fire protection is affected by the placement of the fire.

3 **3. Offset Exchange Areas:**

- 4 a. All suppression costs on offset exchange lands will be the fiscal responsibility of the
5 Protecting Agency.
6 b. Suppression support requested by the Protecting Agency and provided by the
7 Jurisdictional Agency on these lands is reimbursable for their assistance to the
8 Jurisdictional Agency.
9 c. The minimum billing threshold will not be applied.

10 **4. Cost Share Reconciliation Process:**

11 Cost share agreements are not subject to the \$15,000 minimum billing threshold, as described
12 above. Cost share agreement reconciliations shall encompass all Federal and State
13 expenditures for an incident. All parties must be signatory to the Idaho Statewide Master
14 Agreement.

15 Parties agree to meet annually by March 1st to review all cost share agreements.

- 16 • IDL will create and maintain a Microsoft TEAMS channel for the current calendar
17 year that will house all documentation associated with that year's cost shares.
18 • IDL will create a master cost share spreadsheet that will list all the cost shares for the
19 year and will include individual agency costs associated with each incident, along
20 with any pertinent information regarding the status of the cost share.
21 • IDL will create individual incident folders.
22 • A copy of each signed cost share agreement will be uploaded into the appropriate
23 folder.
24 • IDL will create a cost share reconciliation worksheet for each incident and upload
25 into the appropriate folder.
26 • All agencies must upload their incident draft fire cost summaries into the
27 corresponding incident folder. This allows all agencies to determine whether
28 expenditures are outstanding in order to move forward with reconciliation and
29 approval of the cost share.
30 • Once all draft summaries are received IDL will initiate the annual meeting where the
31 expenditures and cost share percentages will be reviewed in each Cost Share
32 Reconciliation Worksheet by all agencies. Once reviewed and approved, the
33 document will be available for signatures to each agency before a final bill of
34 collection/invoice is sent.
35 • Agencies will have 30-days to review and sign the Cost Share Reconciliation
36 Worksheet and route to the next agency.

37
38 **5. Federal Billings by Incident:**

39 When the fire is within IDL protection (legal authority), Federal agencies with supporting
40 costs will bill IDL for reimbursable costs as appropriate.
41

42 IDL will create and maintain a Fire Billing channel within Microsoft TEAMS, for the current
43 calendar year, which will house all documentation associated with that year's incidents.

1 8. Geographic responsibility (if appropriate) by Agency is defined as follows:

2 Agency _____ Geographic Responsibility _____
 3 Agency _____ Geographic Responsibility _____
 4 Agency _____ Geographic Responsibility _____
 5 Agency _____ Geographic Responsibility _____

6

7 9. The Agency responsible for structural protection will be _____

8 10. Special operational conditions agreed to (include as appropriate air operations, base camp, food
 9 service, fire investigation, security, etc.) List cost share information in Item #11:

10 _____
 11 _____
 12 _____
 13 _____
 14 _____
 15 _____
 16 _____
 17 _____
 18 _____
 19 _____
 20 _____

21 11. Fire Suppression COSTS will be divided between Agencies as described:
 22

Cost Centers:	Agency:	Agency:	Agency:

23

The hourly compensation rates identified in the Operating Plan are computed as follows:

- 1) Regular Compensation Rate: The rates listed include base hourly rate determined above plus employee benefits. Employee benefits include those costs actually incurred by the XXFD for the employment of these individuals, such as employer liability, workers compensation, employer share of social security, etc.
- 2) Overtime Compensation Rate: Overtime compensation rates are paid based on a 7-day work week beginning on day one of mobilization. Compensation rates are paid at time and a half of the base hourly rate for all hours worked in excess of 8 hours per day for the first 5 days and full time and one half for all hours worked during the remainder of the work week. Compensation includes travel time.
- 3) Hazard Pay Rate – Hazard pay differential may be paid to those employees performing work that meets the definition of hazardous duty as defined in the IIBMH. Compensation rates are paid at 25 percent of the base rate when performing duties that meet the definition of hazardous duties. All hazard pay differential is based on a 24-hour day from 0001-2400 and shall be paid for all hours in pay status during the calendar day in which the hazardous duty is performed.

Days off at Incident

Days off at the incident will be paid for 8 hours. Work/rest guidelines will be followed, and mandatory days off will follow current guidelines (SIIBM) Once travel to the home unit commences, days off will not be paid.

Transportation and Per Diem

Per Diem reimbursements will be based on the Federal Travel Regulations. The payment rate for POVs and rental vehicles used to support Supplemental Fire Department Resources shall be at the current Federal Travel Regulation rate.

Signature and Date
(Agency Administrator)
(Federal Agency)

Signature and Date
(Fire Chief)
(Local Fire Protection District or Appropriate Official at State Level)

OPM GENERAL SCHEDULE	AREA COMMAN D	COMMAN D	OPERATIONS	AIR OPS	PLANS	LOGISTICS	FINANCE	SUPPORT
GS-2						RADO		
GS-3			FFT2	ABRO	DPRO	SECG		EDRC
GS-4			FALA	HECM		EQPI		
			FFT1					
GS-5		ICT5	ENOP		SCKN	BCMG	CLMS	
						EQPM	EQTR	
						INCM	INJR	
						ORDM	PTRC	
						RCDM		
						SECM		
GS-6		ICT4	CRWB	AOBS	DOCL	COMT		EDSD
			DOZB	DECK	FOBS			
			ENGB	HELB	TNSP			
OPM GENERAL SCHEDULE	AREA COMMAN D	COMMAN D	OPERATIONS	AIR OPS	PLANS	LOGISTICS	FINANCE	SUPPORT
GS-6 (continued)			FALB	RAMP				
			FELB					
			STAM					
			TRPB					
			WHSP					
GS-7		IOF3		HELM	GISS	EMTB		

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				SEMG		EMTI		
GS-8		SOF3	DOZ1	ATBM	DMOB	COML	COMP	EDSP
			TFLD	HEB2	HRSP	FACL	COST	IADP
			STCR		RESL	FDUL	TIME	
			STDZ		SITL	GSUL		
			STEN			MEDL		
			STLM			SPUL		
			STPL			CTSP		
GS-9			FALC	HLCO			PROC	
				HEB1				
OPM GENERAL SCHEDULE	AREA COMMAN D	COMMAN D	OPERATIONS	AIR OPS	PLANS	LOGISTICS	FINANCE	SUPPORT
GS-9				SECO				
GS-10		ICT3	DIVS	ASGS	FBAN	EMTP		CORD
			STPS	ATGS	LTAN			INTL
								PETM
GS-11		ICT2	OPBD	AOBD	PSC2	LSC2	FSC2	ARCH
		THSP – Deputy ICT2	OSC2			SVBD		IBA2
		PIO2				SUBD		MCCO
		LOFR						PETL
		SOF2						
GS-12	ACAC	PIO1	OSC1		PSC1	LSC1	FSC1	IBA1
	ACPC	SOF1						
	ACLC							

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GS-13	ACDR	ICT1						
		THSP – Deputy ICT1						

Exhibit H. Use and Reimbursement for Stafford Act Shared Resources

1. Stafford Act Declarations: Transfers performed for this Agreement are under the Disaster Relief Act, 42 U.S.C. § 5147. This Agreement is automatically incorporated by reference into any Resource Order that is issued under it, constituting a binding obligation. The billings, inclusive of copies of this Agreement, the Mission Assignment and subsequent Resource Order(s), and expenditure documentation, will define the specific services, supplied goods and costs (by sub-object class code) for each order, and subsequent obligation and payment.

Reimbursement payments for Stafford Act Response activities will be accomplished by submission of billings to the ESF primary agency (i.e., the agency which issued the Mission Assignment or sub-tasking). The ESF primary agency will review, approve the documentation, and return to the sub-tasked agency with referencing documentation to process the billing. Each sub-tasked agency is responsible for submitting its own billing documentation to the ESF primary agency for reimbursement.

2. Federal Reimbursable Assistance: Federal Reimbursable Assistance resources must be requested by the ESF primary agency or supplied through established dispatch systems and must be recorded by the Mission Assignment and subsequent Resource Order process. Resources not documented in this manner are not reimbursable. Funds to cover eligible expenses will be provided through and limited by the amount of reimbursement approved and provided from FEMA. Expenditures eligible for reimbursement for Federal Agencies in accordance with 44 CFR 206, subpart A, section 206.8 paragraph c include:

- A. Overtime, travel and per diem of permanent Federal Agency personnel.
- B. Wages, travel and per diem of temporary Federal Agency personnel assigned solely to performance of services directed by the (FEMA) Associate Administrator or the (FEMA) Regional Administrator in the emergency or major disaster.
- C. Cost of work, services, and materials procured under contract for the purposes of providing assistance directed by the (FEMA) Associate Administrator or the Regional Administrator.
- D. Cost of materials, equipment, and supplies (including transportation, repair and maintenance) from regular stocks used in providing directed assistance.
- E. All costs incurred which are paid from trust, revolving, or other funds and whose reimbursement is required by law.
- F. Other costs submitted by an agency with written justification or otherwise agreed to in writing by the (FEMA) Associate Administrator or the (FEMA) Regional Administrator and the agency.

3. State/Tribe Reimbursement Process: State/Tribe Reimbursement refers to those resources that are to be reimbursed by the ESF primary agency. State/Tribe Reimbursement resources must be requested by the ESF primary agency or supplied through established dispatch systems and must be recorded by the Mission Assignment and subsequent Resource Order process. Resources not documented in this manner are not reimbursable. Funds to cover eligible expenses will be provided through and limited by reimbursement from FEMA. Expenditures eligible for reimbursement include:

- A. Wages, overtime, travel and per diem of State personnel.
- B. Wages, travel and per diem of temporary State personnel assigned solely to performance of services directed by the (FEMA) Associate Administrator or the (FEMA) Regional Administrator in the major disaster.

- C. Cost of work, services, and materials procured under contract for the purposes of providing assistance directed by the (FEMA) Associate Administrator or the Regional Administrator.
- D. Cost of materials, equipment, and supplies (including transportation, repair and maintenance) from regular stocks used in providing directed assistance.
- E. All costs incurred which are paid from trust, revolving, or other funds and whose reimbursement is required by law.
- F. Other costs submitted by an agency with written justification or otherwise agreed to in writing by the (FEMA) Associate Administrator or the (FEMA) Regional Administrator and the agency.

Note: In order to meet FEMA's policies regarding mission assignments and timely billing, all State and local resources dispatched to a FEMA incident under a valid cooperative/interagency agreement with a state, local agency or a tribe must submit invoices for reimbursement to the appropriate Federal Agency no later than 90 days after demobilization of the incident. Any invoices not submitted within this timeframe are subject to non-payment. Extensions beyond 90 days for invoice submittal must be presented in writing to the reimbursing agency. Operating Plans will include contact information for written requests for extensions. Absent a written extension of time granted by the reimbursing agency, the final itemized bill must be submitted to the reimbursing agency within 90 days of the demobilization of the incident.

4. Duration of Assignments: Consideration must be given to the health and safety of personnel when assigned to incidents. Parties agree that Incident Commanders will release resources to their primary responsibilities as soon as priorities allow. Incident Commanders shall also adhere to rest and rotation policies of respective responding agencies. Mobilization activities shall be accomplished utilizing established dispatch coordination concepts per the current National Interagency Mobilization Guide.

5. Procurement: The State of Idaho derives its procurement authority from its inherent powers and its own laws and is therefore not subject to federal procurement laws. Whenever the State/Tribe is responsible for the management of an incident (including an incident within the Direct Protection Area of a Federal Agency), the State of Idaho will comply with State/Tribe laws and regulations covering procurement. Procurement costs by one Party in support of another that are reasonable and prudent may be charged back to the Protecting Agency. All property procured under a Mission Assignment becomes the property of FEMA.

6. Loaned Equipment: Equipment loaned by one Party to another shall become the responsibility of the borrower and shall be returned in the same condition as when received, reasonable wear and tear excepted. The borrower will repair or reimburse for damages in excess of normal wear and tear and will replace or reimburse items lost or destroyed.

7. Billing Procedures

A. Incident Billings:

When the State of Idaho is the Supporting Agency operating under a Mission Assignment or sub-tasking from the ESF Primary Agency and the incident is within the State of Idaho/Tribe will bill the ESF Primary Agency. When the State of Idaho/Tribe is the Supporting Agency and the incident is outside the State/Tribe jurisdiction, the State/Tribe will bill the ESF Primary Agency.

- B. Agencies will share their respective individual incident Resource Order numbers for cross referencing purposes, if requested.

- C. Billing Estimates/Timeframes: On incidents where costs are incurred pursuant to Operating Plans, the billing Party shall submit a bill or estimate for reimbursement as soon as possible, but not later than 90 days after the incident is controlled.
- D. Extensions beyond 90 days for invoice submittal must be presented in writing to the reimbursing agency.
- E. Operating Plans will include contact information for written requests for extensions. Absent a written extension of time granted by the reimbursing agency, the final itemized bill must be submitted to the reimbursing agency within 90 days of the Stafford Act Response. For obligation purposes, the Federal Agencies will submit unpaid obligational figures to the State by March 1 each year. The State will submit unpaid obligational figures to the appropriate Federal Agency by September 1 for the previous federal fiscal year. All obligations will be submitted by incident name, date, Mission Assignment number (MA), and federal job code.
- F. Billing Content: Bills will be identified by incident name, date, MA, location, jurisdictional unit, and supported by documentation to include but not limited to: separate invoice by MA; list of personnel expenses including base, overtime, and travel; and supplies/services procured by vendor name and dollar amount. Billings for State/Tribe incident assistance may include administrative overhead, not to exceed the applicable State/Tribe indirect cost rate.

***Billing Addresses: Refer to Billing Contacts in Exhibit D**

- 8. Payment Due Dates:** All bills will have a payment due date 60 days after the date of issuance. If payment cannot be made before the 60 days expire, then a 30-day extension, with oral or written justification, may be requested.
- 9. Disputed Billings:** Written notice that a bill is contested will be mailed to the billing agency within 60 days of issuance of the final bill and will fully explain the area of dispute. Contested items will be resolved not later than 60 days following receipt of written notice. The uncontested portion of the bill will be paid, and a new bill will be issued for the contested amount.
- 10. Payments:** Payments will refer to the bill number and incident name and will be sent to the appropriate billing address.

Exhibit I. Supplemental Fire Project Agreement Template

Cooperator Project Agreement No. (b)

Federal Agency Project Agreement No. (a)

SUPPLEMENTAL FIRE PROJECT AGREEMENT

Between

(c)

And

(d)

This Supplemental Fire Project Agreement (Agreement) is hereby made and entered into by and between (e) , hereinafter referred to as “the Cooperator,” and (f) , hereinafter referred to as the Federal Agency under the Reciprocal Fire Protection Act of May 27, 1955, (69 Stat. 66; 42 U.S.C. 1856a) and under the provisions of the Master Cooperative Wildland Fire Management and Stafford Act Response Agreement No. (g) , executed between the Parties.

Project Title: (h)

I. BACKGROUND

As referenced above, the Parties (directly or through their respective agencies) entered into a Master Cooperative Wildland Fire Management and Stafford Act Response Agreement (Master Agreement). The Master Agreement allows for the Parties to cooperatively conduct projects or share resources for fire protection and prevention, which includes such activities as prescribed fire/fuels management, preparedness, fire analysis/planning, rehabilitation, training, public affairs, and other beneficial efforts in support of interagency fire management.

II. PURPOSE:

The purpose of this Agreement is to document the Parties’ contributions and cooperation regarding (i) . This project is further described in the hereby incorporated Financial and Project Plan, attached as Exhibit (j) .

III. THE COOPERATOR SHALL:

- A. Perform in accordance with the terms of this Agreement and with the Financial and Project Plan, Exhibit (j) .
- B. Bill the Federal Agency for actual costs incurred, not to exceed (k)\$, as agreed to in the attached Financial Plan.
- C. Upon presentation of a Bill for Collection, reimburse the Federal Agency for actual costs incurred, not to exceed (l)\$, as agreed to in the attached Financial Plan.

IV. THE FEDERAL AGENCY SHALL:

- A. Perform in accordance with the terms of this Agreement and with the attached Financial and Project Plan, Exhibit (j) .

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B. **PAYMENT/REIMBURSEMENT.** The Federal Agency shall reimburse the Cooperator for the Federal Agency's share of actual expenses incurred, not to exceed (k)\$ _____, as shown in the attached Financial Plan. The Federal Agency shall make payment upon receipt of the Cooperator's (m) _____ invoice. Each invoice from the Cooperator must display the total project costs for the billing period.

Each invoice must include, at a minimum:

1. Cooperator's name, address, and telephone number
2. Federal Agency project Agreement number
3. Invoice date
4. Performance dates of the work completed (start and end)
5. Total invoice amount for the billing period

The invoice must be forwarded to: (n) _____

Send a copy to: (o) _____

C. **REIMBURSABLE BILLING.** The Federal Agency shall bill the Cooperator (m) _____ for funds sufficient to cover the costs for the specific payment period, not to exceed (l)\$ _____ as shown in the attached Financial Plan. All reimbursement billings must be completed within the same fiscal year as Federal Agency expenditures. Overhead is assessed at the rate of (p) _____ percent.

Billings must be sent to: (q) _____

The Federal Agency is required to issue bills for expenditures incurred under reimbursable agreements at the end of or prior to the end of each federal fiscal year. Therefore, an out-of-cycle bill may be received by the Cooperator.

If payment is not received to the satisfaction of the Federal Agency by the date specified on the bill, the Federal Agency shall exercise its rights regarding the collection of debts owed to the United States.

D. (r) **SPECIAL BILLING REQUIREMENTS – FINANCIAL DOCUMENTATION.** Reimbursable billings shall be issued at the prescribed frequency based on expenditures recorded in the U.S. Forest Service accounting system for work performed. Bills for Collection reflect an aggregate amount for the billing period. U.S. Forest Service Transaction Register listing itemized expenses will be provided upon request at the end of a project or annually for long-term agreements. Provision of the Transaction Register or other supporting documentation accompanying individual bills will be limited to agreements over \$2,500, and only when cooperator requirements are clearly defined within this clause.

The special billing requirements are: (s) _____

E. (t) **SPECIAL BILLING REQUIREMENTS – PROGRAM DOCUMENTATION.** The U.S. Forest Service Program Manager shall provide the Cooperator with a written report that meets the Cooperator's specific documentation requirements.

V. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

IDAHO MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT

A. (u)PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this Agreement.

(v)**Principal Cooperator Contacts:**

Cooperator Program Contact	Cooperator Administrative Contact
Name:	Name:
Address:	Address:
City, State, Zip:	City, State, Zip:
Telephone:	Telephone:
FAX:	FAX:
Email:	Email:

(w)**Principal Federal Agency Contacts:**

Federal Agency Program Manager Contact	Federal Agency Administrative Contact
Name:	Name:
Address:	Address:
City, State, Zip:	City, State, Zip:
Telephone:	Telephone:
FAX:	FAX:
Email:	Email:

B. LIABILITY. As set forth under the provisions of the Master Agreement.

C. (x)Mutually agree to the Burn Plan as incorporated in this Agreement, and to any agreed upon revision thereof. If the revision to the Burn Plan does not materially affect the purpose and/or terms of the Agreement, but rather only revises the implementation of the project, then a modification to this Agreement is not necessary. The most recent revision of the Burn Plan will automatically be incorporated into this Agreement and a copy will be provided to the Principal Contacts listed above.

D. In the event of a conflict between the provisions of this Agreement and the Master Agreement, the Master Agreement shall take precedence.

E. (y) PURCHASE OF ASSETS. Any assets (such as equipment, property, or improvements) purchased by the Federal Agency with the Cooperator’s contributions shall become the property of the Federal Agency, unless otherwise documented via separate authority and instrument.

F. (z)PROPERTY IMPROVEMENTS. Improvements placed on federal land at the direction, or with the approval of, the Federal Agency becomes property of the United States. These improvements are subject to the same regulations and administration of the Federal Agency as would other agency improvements. No part of this Agreement entitles the Cooperator to any interest in the improvements, other than the right to use them under applicable Federal Agency

Regulations.

- G. PARTICIPATION IN SIMILAR ACTIVITIES. This Agreement in no way restricts the Parties from participating in similar activities with other public or private agencies, organizations, and individuals.
- H. ENDORSEMENT. Either Party's contributions made under this Agreement do not by direct reference or implication convey endorsement of each other's products or activities.
- I. ALTERNATE DISPUTE RESOLUTION. In the event of any issue of controversy under this Agreement, the Parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to, conciliation, facilitation, mediation, and fact finding.
- J. MODIFICATION. Modifications within the scope of this Agreement must be made by mutual consent of the Parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least (aa) _____ days prior to implementation of the requested change. Neither Party is obligated to fund any changes not properly approved in advance.
- K. TERMINATION. Either Party, in writing, may terminate this Agreement in whole, or in part, at any time before the date of expiration. Neither Party shall incur any new obligations for the terminated portion of this Agreement after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each Party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination.
- L. COMMENCEMENT/EXPIRATION DATE. This Agreement is executed as of the date of last signature and is effective through (bb) _____ at which time it will expire unless extended. If the referenced Master Agreement is superseded by a new Master Agreement, this project agreement may remain in effect to the extent that it does not conflict with the provisions of the new Master Agreement, but only until such time that the project can be completed or modified to be incorporated within the terms of the new Master Agreement.

M. AUTHORIZED REPRESENTATIVES. By signature below, the Parties certify that the individuals listed in this document as representatives of each Party are authorized to act in their respective areas for matters related to this Agreement.

(cc)

(dd) , (ee) Date
(ff)

(gg)

(hh) , (ii) Date
(jj)

(kk)The authority and format of this Agreement have been reviewed and approved for signature.

(ll)

(mm) Date
U.S. Forest Service Grants & Agreements
Specialist

INSTRUCTIONS for Supplemental Project Agreement

All provisions in this instrument are mandatory, unless otherwise excepted. This project agreement may only be used between a Federal Agency and a cooperating state, local, tribal gov't (or subdivision thereof) under a Master Cooperative Wildland Fire Management and Stafford Act Response Agreement.

(Master Agreement)= Referring to approved (2007 or newer) national agreement template used by/between federal wildland fire agencies and State/Tribal gov't.

(a) Federal Agency Project Agreement No. For example, Forest Service uses the following format: FY-FP-11RRUUS-XXX.

(b) Cooperator Project Agreement No. Insert Cooperator project agreement number, if applicable.

(c) Insert name of Cooperator (state, local, tribal, or subdivision thereof).

(d) Insert name of Federal Agency, including applicable Region, Office, or Unit.

(e) Insert Cooperator name as cited above.

(f) Insert Federal Agency name as cited above.

(g) Insert corresponding Federal Agency Agreement # as identified on the Master Coop Agreement.

(h) Insert project title.

(i) Enter brief project description.

(j) Insert alpha or numeric reference to the Exhibit added that provides a Financial and Project Plan. Note: The Project Plan may include tasks/projects defined in the Operating Plan (as referenced in the Background section), or it may be a Burn Plan, if applicable.

(k) Insert amount. If the Federal Agency is not obligating funds for reimbursement to the Cooperator, then delete this provision.

(l) Insert amount. If the Federal Agency is not collecting funds from the Cooperator, then delete this provision.

(m) Select and insert the appropriate billing cycle: monthly, quarterly, semi-annual, or annual. Note: quarterly dates (December 31, March 31, June 30, and September 30), semi-annually (March 31, and September 30) or annually (September 30 or earlier).

(n) Insert Federal Agency name as cited above and billing address. (For Forest Service, use Albuquerque Service Center, Payments – Grants & Agreements, 101B Sun Ave NE, Albuquerque, NM 87109, FAX: 877-687-4894)

(o) Insert other contact name and address, if applicable, otherwise delete.

(p) Insert the Federal Agency burden/overhead rate. Enter 'shall not be assessed' if burden is not applicable.

(q) Enter Cooperator's name, name of point of contact, and mailing address to which billing documents should be sent.

(r) If the Federal Agency is not the Forest Service or if the Forest Service is not collecting funds, delete this provision.

Optional, if the Cooperator requires financial documentation with each bill. This provision alerts ASC-RACA that the Forest Service shall provide transaction registers with any billing to the Cooperator under this Agreement.

Also, Choose one of the following: with each bill, upon project completion, or annually

(s) Insert special billing requirements here, such as whether the billing requirements are either with each bill, upon project completion, or annually.

(t) If the Federal Agency is not the Forest Service or if the Forest Service is not collecting funds, delete this provision.

Optional provision if the Cooperator requires an accomplishment or program report with each BFC. This provision alerts ASC-RACA that the Forest Service must coordinate BFCs with the PM for submission to the Cooperator.

(u) May be changed to accommodate additional contacts.

(v) Insert ALL of the requested information below. If information is unavailable, then make a good-faith effort to obtain.

(w) Insert ALL of the requested information below. If information is unavailable, then make a good-faith effort to obtain.

(x) If a Burn Plan is not attached, remove this provision.

(y) If the Federal Agency is not collecting funds from Cooperator, delete this provision.

(z) Mandatory provision IF property improvements result from a project on federal lands.

Do not use this provision if improvements are owned by the Cooperator and covered under another instrument such as a Special Use Permit or license.

(aa) Insert a notification period that is no less than 30 days.

(bb) Insert the expiration date not greater than the expiration date of the Master Agreement.

(cc) Insert date of signature.

(dd) Insert name of signatory official for Cooperator.

(ee) Insert Cooperator signatory official's positional title.

(ff) Insert Cooperator's organizational name.

(gg) Insert date of signature.

(hh) Insert name of Federal Agency Signatory Official.

(ii) Insert Federal Agency signatory official's positional title.

(jj) Insert Federal Agency Region, Office, or Unit.

(kk) If the Federal Agency is not the Forest Service, this signature block may be deleted.

(ll) Insert date of signature.

(mm) Insert G&A Specialist's name.

Exhibit J. Idaho Department of Lands Community and Structure Fire Protection from Wildfires in Idaho

The question of who is responsible for protecting structures from wildfires in Idaho is asked multiple times every fire season.

<https://www.idl.idaho.gov/wpcontent/uploads/sites/2/2020/06/structure-fire-suppression-protection.pdf> Great Basin will follow the direction in the Standards for Fire and Fire Aviation (Red Book) and Northern Rockies will use a document created by the Coordinating Group which describes the shared responsibilities of homeowners, local fire departments and the wildland fire agencies, when wildfires threaten homes and communities.

<https://gacc.nifc.gov/nrcc/nrcg/index/Structure-Protection-Guidelines.pdf>

This document will provide additional clarification to the Idaho Department of Lands (IDL) employees and agencies that provide protection for IDL regarding the expectations for the wildfire agency and for the local fire department.

The direction provided is based on the fact that IDL is the state agency charged with protecting forest lands in Idaho, and that local fire departments are primarily formed to provide structural suppression to the citizens within their fire district boundary. IDL is trained and equipped to provide wildland fire suppression but not structural suppression. Local fire departments are trained and equipped to provide structural suppression but typically do not have the training or equipment to suppress wildland fires, especially those that escape initial attack.

IDL expects its firefighters and fire managers to use standard wildfire tactics to protect a structure or community from the threat of an advancing wildfire. This would include the use of natural barriers, constructed fire lines, wet lines or retardant lines. When safe to do so, fire lines should be reinforced by the wildland agency. This can be done by ground resources through the use of black lining, hose lays or by aerial delivery of water or fire suppressants. IDL will bear the cost of these tactics on IDL Protection.

Local fire departments are expected to provide direct suppression of fires in or on structures and the protection of communities by the extinguishment of spot fires on or around the structure and can take internal suppression actions, if necessary, to prevent the loss of a structure. The suppression of fire on or within a structure is their principal responsibility and the local fire department should bear the cost of these tactics. Local fire departments may acquire additional resources to assist with this responsibility either through mutual aid or a disaster declaration assistance.

Some local fire departments may have the resources, training and experience to assist IDL with the wildland tactics being used to protect structures from the advancing wildfire, however it should not be expected. Only when the local fire department clearly communicates to IDL that they have excess resources that are properly trained in wildland tactics and that their primary mission will not be compromised should their assistance be accepted.

The use of tactics such as gelling, wrapping and extensive fuels modifications around structures are not standard wildfire tactics and should not be used by the IDL. The IDL should encourage homeowners and communities to modify fuels before fire threatens them. If the local fire department determines these tactics are part of their effort to protect the structures, then they will be responsible for these tactics and the cost associated with them.

Exhibit K. Selection Table For DOI/USFS/State Serious Accident Investigation Type

This table outlines the types of investigation that will be used for serious accidents (fire and non-fire) involving the DOI and the USFS and the State of Idaho. In order to meet the original intent of the 1995 Interagency MOU, when either the DOI Serious Accident Investigation (SAI) or the USFS Coordinated Response Protocol/Facilitated Learning Analysis (CRP/FLA) are used, the other agency will provide a representative to the SAI or CRP team.

Each incident/accident is unique, and all partners recognize a need to work together and recognize one another’s protocols and preferences. When possible, first consideration will be given to the agency affiliation of the victim(s), with second consideration to the agency with jurisdiction for the fire and third consideration to the agency with operational control.

Agency Affiliation of Victim(s)	Agency with Operational Control	Agency Jurisdiction	Investigation Type Team Lead Deputy or Representative
DOI	DOI	DOI	<ul style="list-style-type: none"> • DOI SAI • DOI Team Lead • USFS Interagency Rep
USFS	USFS	USFS	<ul style="list-style-type: none"> • USFS CRP • USFS Team Lead • DOI Interagency Rep
DOI	USFS	USFS	<ul style="list-style-type: none"> • DOI SAI • DOI Team Lead • USFS Deputy
DOI	DOI	USFS	<ul style="list-style-type: none"> • DOI SAI • DOI Team Lead • USFS Interagency Rep
USFS	DOI	DOI	<ul style="list-style-type: none"> • USFS CRP + DOI MER** • USFS Team Lead • DOI Deputy
USFS	USFS	DOI*	<ul style="list-style-type: none"> • USFS CRP • USFS Team Lead • DOI Interagency Rep
Both DOI and USFS	DOI or USFS	DOI	<ul style="list-style-type: none"> • DOI SAI • DOI Team Lead • USFS Deputy
Both DOI and USFS	DOI or USFS	USFS	<ul style="list-style-type: none"> • USFS CRP + DOI MER** • USFS Team Lead • DOI Deputy
DOI or USFS	State	State	<ul style="list-style-type: none"> • DOI SAI or USFS CRP based on agency of victim. • DOI lead if SAI, USFS lead if CRP. • Non-fed agency rep

State	DOI or USFS	DOI or USFS	<ul style="list-style-type: none"> • DOI SAI or USFS CRP based on agency jurisdiction. • DOI lead if SAI, USFS lead if CRP. • Non-fed agency rep
State	State	DOI or USFS	<ul style="list-style-type: none"> • DOI SAI or USFS CRP based on agency jurisdiction (see note 1) • DOI lead for SAI, or USFS lead for CRP • Non-fed agency rep or Deputy
DOI or USFS	DOI or USFS	State	<ul style="list-style-type: none"> • DOI SAI or USFS CRP based on agency of victim. • DOI or USFS lead from same agency of victim. • Non-fed agency rep and DOI or USFS Rep from different agency than lead.
State	State	State	<ul style="list-style-type: none"> • State FLA protocols
DOI or USFS	State	DOI or USFS	<ul style="list-style-type: none"> • DOI SAI or USFS CRP based on agency of victim. • DOI or USFS lead from same agency of victim. • State agency rep and DOI or USFS Rep from different agency than lead.
Contractor	State, DOI or USFS	State, DOI or USFS	<ul style="list-style-type: none"> • The agency which administers the contract's process or negotiated with jurisdictional agency • Lead assigned from victim's contracting agency or jurisdictional agency • Rep from agency with operational control where different

*This will require DOI approval to go outside of Departmental Manual 485 with no DOI SAI response on DOI jurisdiction lands.

**DOI MER will require an expanded investigation team to ensure SAI-MER components are captured and completed.

Definitions:

Agency Jurisdiction – land ownership.

Management Evaluation Report (MER) -- The internal report from the DOI SAI process that identifies causes, recommendation, and other SAI Team conclusions and observations and from which a Corrective Action Plan (CAP) is developed.

Operational Control – the lead agency that has on-site operational supervision and control.

Serious Accident -- An unplanned event or series of events that result in death, injury, occupational illness, or damage to or loss of equipment or property that result in:

- One or more fatalities;
- Three or more personnel who are inpatient hospitalized;
- Property or equipment damage of \$250,000 or more (for DOI only); and/or
- Consequences that the Designated Agency Safety and Health Official (DASHO) judges to warrant as a Serious Accident Investigation.

Note 1: Idaho Department of Lands has an agency specific FLA. Other local entities may have their own processes that will require coordination to interface/integrate with respective State, DOI or USFS delegating officials.

Note 2: If necessary and appropriate, joint Accident Review Boards (ARB) may be convened to review and approve accident reports.

Note 3: Any situation that may occur that is not covered in the selection table above will be resolved jointly by the State, the DOI bureau DASHO and the USFS DASHO prior to issuance of a Delegation of Authority letter to a review team.

Note 4: in the case of a fatality of a contract employee, the agency that holds the contract must be notified. If the jurisdictional agency is the Forest Service, an FLA team may be delegated at the Regional Forester level rather than a national CRP

Exhibit L. Special Management Considerations

STANDARDS AND GUIDELINES FOR FIRE SUPPRESSION IN WATERSHEDS WITH SENSITIVE FISH SPECIES

These standards and guidelines are meant to reduce the impacts of fire suppression on Chinook salmon, steelhead, bull trout, cutthroat trout, redband trout and water quality. They should be considered when fighting fire in any drainage but are especially important in areas where sensitive fish species are known to occur. Fire dispatch offices should have maps that display the distribution of sensitive fish species.

Every effort should be made to minimize stream course disturbance, sedimentation, riparian disturbance and actions that could result in increased water temperatures. Consider these potential adverse fire suppression effects, and the potential adverse effects of wildfire damage, during initial fire size-up, initial suppression response, and in the development of a WFDSS/WFSA.

Concern and Corresponding Standards and Guidelines

1. Fireline
 - A. Size and location consistent with Minimum Impact Suppression Tactics (MIST).
 - B. Rehabilitate all mechanized line (e.g., seed, drain, obliterate, etc.).
 - C. Construct erosion control structures as hand line is built.
 - D. Avoid using a stream bottom as an improved or constructed control point. If possible, maintain a vegetated buffer between stream channels and fireline. If needed, consult with a resource advisor to minimize impacts.
 - E. In burnout operations, minimize fire intensity near streams.
 - F. Run perpendicular to, not parallel with stream courses.
2. Introduction of Toxics *****Notify Dispatcher in the event of any significant spill*****
 - A. Retardant, foams, gels and surfactants (include direction in the event of a mishap) – notification to regulatory agencies.
 1. Avoid application near live streams or lakes (300 feet, reference INFISH/PACFISH). Applications in waterways require notification to local resource managers and USFS Missoula-Wildland Fire Chemical Systems (WFCS): <http://www.fs.fed.us/rm/fire/wfcs/report.htm>.
<https://www.fws.gov/pacific/refuges/>
 2. Do not pump directly or dip helicopter buckets from streams if chemical products are to be injected into the system. If chemicals are utilized pump from a fold-a-tank located at least 300 feet from water.
 3. Avoid back flushing pumps and charged hose into live streams and lakes.
 4. Use the guidelines for aerial delivery of retardant or foam near waterways
 - B. Fuel Spills

1. Keep fuel at least 300 feet from stream, lakes and riparian areas.
2. Avoid locating helibases or helicopter refueling operations within 300 feet of waterways.
3. Provide for spill prevention and containment measures for extended operations.
4. Agencies are responsible for travel restriction (fuel trucks) maps and informing incident management of restrictions.

3. Camp Location

- A. Avoid mapped areas that show sensitive fish species distribution and use only those areas approved by a Resource Advisor.
- B. No camp locations within one mile of active spawning areas where sensitive fish are present.

4. Water Intake Direct Effects

- A. Water sources should be located and designed to minimize direct impacts on sensitive fish species and, if possible, to avoid spawning areas and juvenile rearing waters.
- B. Screen fish from intake, with maximum screen opening size of 3/32”.
- C. Helicopter bucket dipping from streams in or adjacent to spawning concentrations should be avoided.
- D. Helicopter bucket dipping should be done only after injection systems have been removed, disconnected or rinsed clean.
- E. Awareness of aquatic invasive species is essential. Helicopter buckets and fixed tanks need to be cleaned before departing an incident or utilizing different drainage systems. For additional information follow the links below:

http://www.fs.usda.gov/detail/r4/landmanagement/resourcemanagement/?cid=fsbdev3_016101.

<https://www.fs.usda.gov/managing-land/invasive-species>

<http://www.dfg.ca.gov/invasives/>

http://agri.idaho.gov/Categories/PlantsInsects/Images/Invasive_Species/Invasive_Species_Rules.pdf

5. Lack of Awareness

- A. Participation or consultation with a fisheries biologist is considered essential in the development of a WFDSS in areas where sensitive fish species may be present.
- B. Provide complete briefing and maps to overhead teams and crews involved in areas where sensitive fish species are known to exist.
- C. A biologist/resource advisor should be readily available to the incident commander (IC) and participate in developing shift plans to assess the potential effects of planned actions.

After the fire is declared out, a biologist should review suppression and rehab actions to assess whether or not tactics and mitigation measures identified in the WFDSS were appropriate and successfully implemented.

Exhibit M.BLM Specific Guidelines

DESIGNATED WILDERNESS GUIDELINES

Until an official wilderness management plan is completed for the designated wilderness areas in Owyhee County, the management of fire will follow the BLM Wilderness Handbook H-8560-1 policy. The handbook states:

The objectives of fire management in wilderness are to: (a) permit lightning-caused fires to play, as nearly as possible, their natural ecological role within wilderness and (b) reduce, to an acceptable level the risks and consequences of wildfire within wilderness or escaping from wilderness. Fire ignited by lightning will be permitted to burn or will be suppressed as prescribed in an approved plan. Prescribed fires ignited by man may be permitted to reduce unnatural buildup of fuels only, if necessary, to meet objectives (a) and (b) above. Although additional benefits may result from human-ignited prescribed fire, vegetative manipulation will not be used to justify such fires.

WILDERNESS STUDY AREA (WSA) GUIDELINES

Since interim wilderness management plans have not been completed on all WSA's, area-specific fire suppression objectives have not been prepared for those areas. However, interim Bureau wilderness management policies apply to these areas and constrain fire suppression activities. Policy for fire management in WSA's states that fire suppression actions will continue in WSA's, but caution should be used to avoid impairing wilderness values. In planning firebreaks, the use of natural firebreaks and roads is recommended. Essentially, the most effective methods of suppression which are least damaging to wilderness values will be used. For those WSA's that do have interim plans completed, the specific fire suppression objectives and guidelines will be documented in the local annual operating plans.

WILD AND SCENIC RIVERS

Until an official wild and scenic river management plan is completed for the designated wild and scenic rivers in Owyhee County, the management of fire will follow the BLM Wild and Scenic River Manual 8351. The manual states:

Management and suppression of fires within a designated WSR area shall be carried out in a manner compatible with contiguous Federal lands. On wildfires, suppression methods shall be used that minimize long-term impacts on the river and river area. Pre-suppression and prevention activities shall be conducted in a manner which reflects management objectives for the specific river segment. Prescribed fire may be used to maintain or restore ecological condition or meet objectives of the river management plan.

RECREATION SITES AND DEVELOPMENTS

There are numerous recreation sites and facilities on public lands. To protect the significant capital investments used to develop these sites, fire suppression is a very high priority and the highest budget level for suppressing these fires should be employed. The objective is to take immediate suppression action on all fires threatening these sites, achieving containment with initial attack forces. Fire size should be limited to less than five acres and sustaining no loss on construction facilities. No dozer use will be allowed in any established campgrounds or recreation sites.

HIDEAWAY ISLANDS RESEARCH NATURAL AREA

Hideaway Islands are designated as a research natural area. The designated area consists of two un-surveyed islands located in the Kootenai River. The islands are not likely to have wildfire occurrence, although there have been incidents of fire recorded.

The natural area management plan prescribes that any fire will be suppressed to protect a unique plant community. Therefore, ground disturbance from heavy equipment will not be authorized.

MACFARLANE'S FOUR O'CLOCK HABITAT MANAGEMENT PLAN AREA

MacFarlane's Four O'clock, a federally listed endangered plant, occurs on Bureau lands at two locations on the Coeur d'Alene District, (Cottonwood Field Office) in the lower Salmon River Canyon. Management objectives prescribe that these areas be protected at the highest priority. Therefore, all fires threatening these areas will be immediately contained and suppressed at the smallest size possible. Also, fire suppression methods that result in the least amount of ground disturbance will be favored.

SLICKSPOT PEPPERGRASS MANAGEMENT PLAN AREA

Slickspot Peppergrass, a federally listed endangered plant, occurs on Bureau lands at the two locations in the Boise District (Morley Nelson Snake River Birds of Prey National Conservation Area, Bruneau, Four Rivers Field Offices) and Twin Falls District (Jarbidge Field Office). This plant occurs on playa or natric sites (salt). Management objectives prescribe that these areas be protected at the highest priority. Therefore, all fires threatening these areas will be immediately contained and suppressed at the smallest size possible. Also, fire suppression methods that result in the least amount of ground disturbance should be considered before other methods.

PACKARD'S MILKVETCH MANAGEMENT PLAN AREA

Packard's Milkvetch, a candidate for federally listed endangered plants, occurs on Bureau lands at one location in the Boise District (Four Rivers Field Office) on clay soils. Management objectives prescribe that these areas be protected at the highest priority. Therefore, all fires threatening these areas will be immediately contained and suppressed at the smallest size possible. Also, fire suppression methods that result in the least amount of ground disturbance should be considered before other methods.

WILDLIFE CONSTRAINTS

In areas within the Payette, Weiser, and Snake River corridors, no dozer use will be allowed without approval of the Resource Advisor because of extremely important wildlife values. Also, in areas where shrub populations exist, there will be no large burnouts or backfires before consulting with a resource advisor.

Idaho BLM has mapped preliminary priority habitat areas for Sage-Grouse conservation, based on population, habitat and related data, per WO IM 2010-043. Fire managers and resource advisors will be able to use these maps as a tool in helping to determine appropriate fire management activities.

Sage-Grouse Conservation - Best Practices for Fire Management

1. Develop state-specific sage-grouse toolboxes containing maps, a list of resource advisors, contact information, local guidance, and other relevant information.
2. Provide localized maps to dispatch offices and extended attack incident commanders for use in prioritizing wildfire suppression resources and designing suppression tactics.
3. Assign a sage-grouse resource advisor to all extended attack fires in or near key sage-grouse habitat areas. Prior to the fire season, provide training to sage-grouse resource advisors on wildfire suppression organization, objectives, tactics, and procedures to develop a cadre of qualified individuals.
4. On critical fire weather days, pre-position additional fire suppression resources to optimize a quick and efficient response in sage-grouse habitat areas.
5. During periods of multiple fires, ensure line officers are involved in setting priorities.
6. To the extent possible, locate wildfire suppression facilities (i.e., base camps, spike camps, drop points, staging areas, and helibases) in areas where physical disturbance to sage-grouse habitat can be minimized. These include disturbed areas, grasslands, near roads/trails or in other areas where there is existing disturbance or minimal sagebrush cover.
7. Power-wash all firefighting vehicles, to the extent possible, including engines, water tenders, personnel vehicles, and ATVs prior to deploying in or near sage-grouse habitat areas to minimize noxious weed spread.
8. Minimize unnecessary cross-country vehicle travel during fire operations in sage-grouse habitat.
9. Minimize burnout operations in key sage-grouse habitat areas by constructing direct fireline whenever safe and practical to do so.
10. Utilize retardant and mechanized equipment to minimize burned acreage during initial attack.
11. As safety allows, conduct mop-up where the black adjoins unburned islands, dog legs, or other habitat features to minimize sagebrush loss.

Fuels Management and Rehab Projects shall be coordinated with the local unit and will follow WO-IM - 2011-138, WO-IM-2010-195, and WO-2012-043. For copies contact the local BLM unit.

Exhibit N. Northwest Compact – Canadian Resources Orientation and Training

When Idaho Department of Lands orders resources utilizing the Northwest Wildland Fire Protection Agreement, also known as the Northwest Compact, the ordering agency agrees to accept the sending agency's standards for training, fitness, personal protective equipment and workers compensation. If the resource must meet additional safety equipment/supplies standards than the sending agency standards, it is the responsibility of the ordering agency to supply the required equipment, supplies, and associated training.

When appropriate, the sending agency or the ordering agency may provide and/or request liaison. The costs of the agency representative will be reimbursed by the ordering agency.

Canadian resources are mobilized to Coeur d'Alene where they receive supplies and equipment, and are provided an in-brief, orientation and training. This includes:

Issuance of New Generation Fire Shelters, radios, hand tools, pocket cards, sleeping bags, cellular telephone, packs, saws, unit conversion table, telephone and office contact information, maps, and other miscellaneous information.

They receive orientation and training in Resource Diversity, Fire Terminology and Techniques, Wildland Urban Interface (WUI), Ten Standard Fire Orders, Eighteen Watch Out Situations, Lookouts, Communications, Escape Routes, Safety Zones (LCES) and Lookouts, Anchor, Communications, Escape Routes, Safety Zones (LACES), Fuels, Weather, Topography, New Generation Fire Shelter, Fire Shelter practice, state and federal agency protection and jurisdiction, diversity of resources, Fire Terms, Fire Behavior, Incident Command System (ICS), Firefighter Terminology, hand tools, special hazards, Spotting Zone, historical data related to Fire Fatalities in the United States, animals, Fire Behavior, fire weather forecast, spot weather forecast, trends Energy Release Component, IDL channel plan, Personal Protective Equipment clothing, dispatch procedures, and Geographic Area Coordination.

When aviation resources are ordered, in addition to the, they receive training and orientation in flight following, Air Guard, Air Attack, Communication Procedures specific to aviation resources, and are issued an Interagency Helicopter Operations Guide (IHOG).

Any deployment of resources outside of the ordering agency's jurisdiction shall be agreed upon by the sending and receiving agencies.

Northwest Compact Resources are demobilized through IDL in Coeur d'Alene to ensure a debriefing and evaluations are complete.

Exhibit O. Idaho Master Agreement Change Form

Note: Amendments to the Master Agreement should be proposed with regional (federal) or bureau (state) level concurrence from the agency(ies) proposing the change. Changes can also be proposed from interagency group's subject matter experts (Incident Business, Dispatchers, etc.).

Submit this Change Form to the Directors of the agencies party to this agreement no later than November 1st. Approved proposals will be implemented no later than February 1st in order to facilitate final distribution before fire season.

All fields must be completed.

Proposing Unit

What is the proposing unit or group (i.e., Business Group, Field Office, Dispatch Zone)?

Proposal Point of Contact

What is the name, agency, email address, and phone number of the proposal's point of contact?

Name	Agency	Email	Phone

Description of Proposed Change

Identify the Section or Exhibit affected by the proposed change.

Note: if the change is to the [Idaho Cooperative Fire Protection Map](#), you must have concurrence from your agency's Director; provide geographic description and attach a PDF map for proposed changes to boundaries or methodologies.

These fields are completed by representatives of the Directors of the agencies that are parties to the agreement

Proposal Approved by Directors? Yes No

Decision Rationale:

If the proposal is approved by the Directors, this change form will be signed by the Idaho State Fire Director and a federal-level Director representing all federal directors of agencies party to the agreement. Once signed, the Master Agreement will be updated. If the change necessitates formal modification, Northern Region Coop Fire AD will initiate that process.

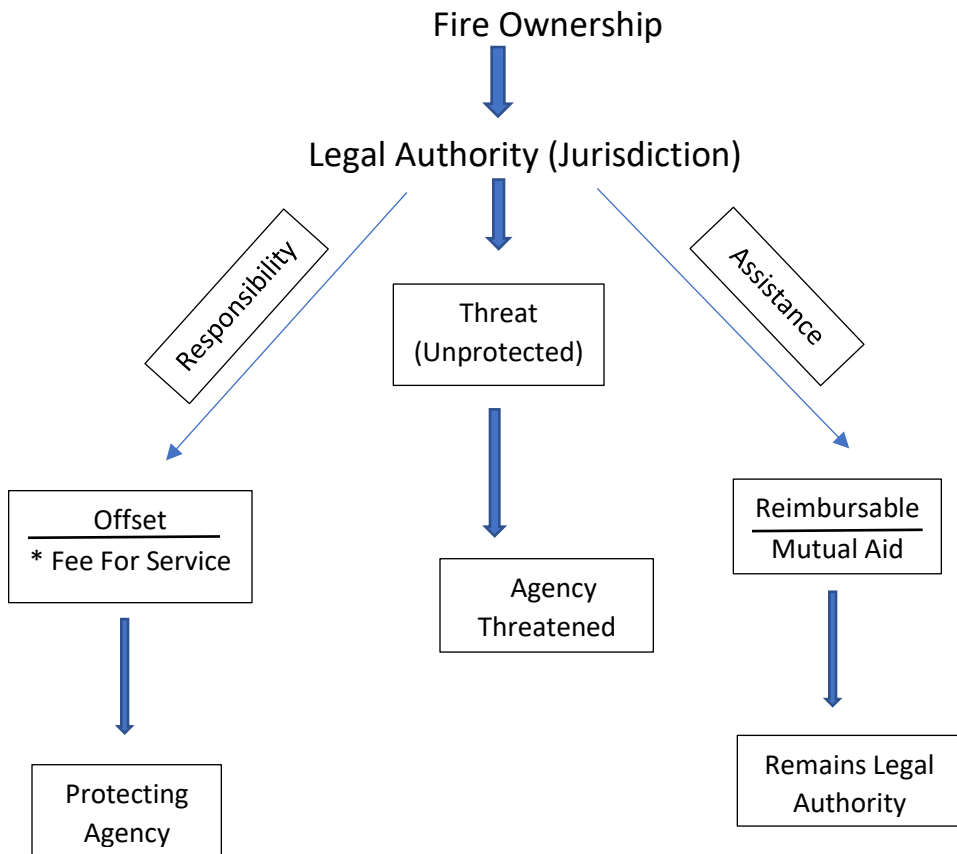
State Fire Director

Federal-Level Director

Exhibit P. Unique Incident Identifiers

Unique Incident Identifiers

Code incidents by the legal authority given to the agency unless protection responsibility was reassigned through a formal agreement.



*Agency-specific agreements that provide protection of another agency’s legal authority through a fee for service agreement are outside this master agreement.

Cooperative Fire Management Agreements with local fire service organizations do not tier from this master agreement. These agreements are exempt from the business rules described there-in. These agreements are managed at the local level.