

2016 STATEWIDE OPERATING PLAN

**STATE OF IDAHO
Idaho Department of Lands (IDL)**

and

**UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE (FS)
Northern Region
Intermountain Region
Pacific Northwest Region**

and

**UNITED STATES DEPARTMENT OF INTERIOR
BUREAU OF LAND MANAGEMENT (BLM)
Idaho
NATIONAL PARK SERVICE (NPS)
Pacific West Region
BUREAU OF INDIAN AFFAIRS (BIA)
Northwest Region
FISH AND WILDLIFE SERVICE (FWS)
Pacific Region**

PREAMBLE

This operating plan is prepared pursuant to the Idaho Cooperative Fire Protection Agreement and Stafford Act Response Agreement (CFPA) signed and dated 2016.

This operating plan supersedes the 2015 ID Statewide Annual Operating Plan.

PURPOSE

This Statewide Operating Plan (SOP) is applicable to all signatory agencies (stated above) within the State of Idaho. It addresses issues affecting cooperation, interagency working relationships and protocols, financial arrangements, and joint activities.

Per *Provision 33b* of the CFPA, operating plans will be developed at the local and statewide levels and become part of the CFPA. The Agencies agree that operating plans can be valid for the life of the CFPA. Operating plans will be reviewed annually by March 1st, updated and signed if there are significant changes. If no significant changes are required all agencies will sign and document that AOP will remain status quo for the current year. The AOP is the working document for the purpose of implementing the Cooperative Fire Protection Agreement.

RECITALS

National Response Framework activities will be accomplished utilizing established dispatch and coordination processes. Situation and damage assessment information will be transmitted through established fire suppression intelligence channels.

Jurisdictional Agencies are responsible for all planning documents i.e. land use, resource and fire management plans and decision support documents, for a unit's wildland fire and fuels management program.

Protecting Agencies implement the actions documented and directed by the appropriate planning documents and decision support documents for initial and extended attack on wildfire incidents. They provide the supervision and support including operational oversight, direction and logistical support to Incident Commanders or Incident Management Teams.

INTENT

The purpose of the agreement is to provide for interagency cooperation for fire management in sustaining wildland fire management activities, such as prevention, preparedness, communication, education, fuels treatment, response strategies and tactics.

- This agreement defines working relationships, preparedness activities, operating procedures and fire business practices for all aspects of incident management agreed to by all signature agencies.
- It's our intent to support local line officers during complex incidents to assist with negotiations involving complex relationships and cost share agreements in multi-jurisdiction fires.
- It is the intent of this agreement to minimize the impact for IDL being in two geographic areas to strive for consistent protocols and processes statewide and allow for movement of IDL resources statewide.
- It is the intent of this agreement to delineate offset acres by use of maps and GIS data shared with all federal and State agencies to help land management personnel know where these offset acres are located.
- We all support paying our fair share. Determining what is "reasonable" will be based on understanding the protecting and jurisdictional agencies responsibilities. "Reasonable share" also includes an understanding of how much investment is appropriate. The protecting agency should not be investing more than what the jurisdictional agency would have invested. (Offset fire protection and structures)
- Management of unprotected lands within the State should be addressed by the local agencies in their local area agreements and operating plans.
- It is our intent to safely keep fire from reaching structures. Structure protection groups may be needed to operationally provide expertise for structure protection, but will not be ordered and used for structure fire suppression by the wildland fire agencies.
- Where there are overlapping responsibilities for structure protection, roles, responsibilities, expectations, and apportionment of costs these will be discussed and addressed in local operating plans.
- Issues that cannot be resolved at a local level should be elevated to your respective fire leadership at the Bureau, State or Regional level.

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INTERAGENCY COOPERATION

1. Participating Agencies

The following is a list of the local agency units participating in the CFPA:

State of Idaho

Idaho Department of Lands may serve as a liaison to local government entities who are engaged with wildland fire.

Department of Lands (IDL)

Clearwater Area

Payette Lakes Area

Craig Mountain FPD

Maggie Creek FPD

Pend Oreille FPD

Priest Lake FPD

St. Joe FPD

Eastern Idaho Area

Cataldo Fire Protective District (FPD)

Kootenai Valley FPD

Mica FPD

Ponderosa FPD

Southwest FPD

Clearwater-Potlatch Timber Protective Association

Southern Idaho Timber Protective Association

United States Department of Agriculture – Forest Service

Northern Region

Bitterroot National Forest (NF)

Nez Perce – Clearwater NF

Idaho Panhandle NF

Intermountain Region

Boise NF

Payette NF

Sawtooth NF

Caribou/Targhee NF

Salmon/Challis NF

Pacific Northwest Region

Wallowa - Whitman NF

United States Department of Interior

Bureau of Indian Affairs- Northwest Region

Coeur d'Alene Agency – Coeur d'Alene Tribe

Northern Idaho Agency - Nez Perce Tribe of Idaho, Kootenai Tribe of Idaho

Fort Hall Agency - Shoshone-Bannock Tribes

Bureau of Land Management-Idaho

Boise District

Idaho Falls District

Coeur d'Alene District

Twin Falls District

National Park Service-Pacific West Region

City of Rocks National Monument (NM)

Fossil Beds NM

Craters of the Moon NM

Nez Perce National Historic Sites

Fish and Wildlife Service-Pacific Region

Hagerman National Fish Hatchery (NFH)

Camas NWR

Gray's Lake NWR

Minidoka NWR

Bear Lake National Wildlife Refuge (NWR)

Deer Flat NWR

Kootenai NWR

Southeast Idaho NWR Complex

Oxford Slough Wildlife Production Area (WPA)

2. Conflict Resolution (Provision 37 CFPA)

All parties must commit to clear and frequent communications regarding leader's intent, sideboards, natural resource issues and communication expectations regarding management of fires on offset acres. That includes pre-season meetings, communication during fire season, and after action post season lessons learned.

In the event of problems or disagreements during the season, the first step is to communicate directly and try and resolve locally. Should that not resolve the issue, the next step is to elevate to the next level of supervision. Issues that cannot be resolved at the local, district or forest level should be elevated to the State and Regional Fire Directors for resolution.

3. Compacts (Provision 18 CFPA)

Through utilization of the NW Compact, IDL can directly order Canadian resources. IDL provides them with training, PPE, and equipment, *see Appendix I*. If a federal agency utilizes a specific resource and has additional requirements, then they are responsible for providing anything above what IDL requires.

4. Local Fire Service Organizations (Provision 19 CFPA)

In areas where Fire Service Organizations (FSOs) and wildland fire protection agency(s) share common fire protection interests, the entities are encouraged to enter into local agreements to define operational guidelines, structure protection strategies, and specify payment arrangements. If reimbursement to the FSO is appropriate under the terms of the local agreement, the host wildland agency will process payment utilizing the rates established in the Idaho Fire Service Organization Rate Book published by IDL <http://www.idl.idaho.gov/fire/index.html>.

Mobilization of FSO resources outside the area covered by local agreements will be transacted through IDL. FSO resources will not be mobilized outside the local area if they have not completed an Idaho Cooperator Certification Form (CCF) with IDL. Mobilization of FSO resources will follow all processes and procedures defined in the Idaho Fire Service Organization Rate Book; this includes training and equipment standards.

The state of Idaho Department of Lands may allow hiring of Supplemental Fire Department Resources through their agreements.

5. Interagency Dispatch Centers (Provision 29 CFPA)

The Parties to this Agreement agree to maintain, support, and participate in Interagency Dispatch Centers, as appropriate.

Staffing, funding, and level of participation will be agreed to by the affected Parties to this Agreement and documented in geographic, statewide, or sub-geographic area operating plans and/or appropriate mobilization guides.

It is intended that interagency dispatch center managers may be from any of the 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 are:

- Coeur d'Alene Interagency Dispatch (CDC) - Coeur d'Alene
- Grangeville Interagency Dispatch (CVC) - Grangeville
- Central Idaho Interagency Dispatch Center (CIC) - Salmon
- Eastern Idaho Interagency Dispatch Center (EIC) – Idaho Falls
- Boise Interagency Dispatch Center (BDC) - Boise
- South Central Idaho Interagency Dispatch Center (SCC) - Shoshone
- Payette Dispatch Center (PAC) – McCall

Idaho Dispatch Centers will assign a FireCode to the protecting agency with financial responsibility for the incident.

Fire Reports: will be sent to jurisdictional agencies in a reasonable timeframe or upon request from the jurisdictional agency.

6. Tribal Resources (Provision 24 CFPA)

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

7. Rangeland Fire Protection Associations (Provision 20 CFPA)

A Rangeland Fire Protection Association (RFPA) is a nonprofit organization that has entered into a Rangeland Fire Protection Agreement with the Idaho Department of Lands (IDL), for the detection, prevention and suppression of range fires with the state of Idaho or any agency of the state of Idaho. A RFPA has the authority to form in Idaho through Idaho Code § 38-104. Through the agreement with the IDL, Idaho RFPAs are required to properly train and equip members with personal protective equipment 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 has the authority to fight fire, within the terms of their agreements and/or Memorandums of Understanding (MOUs).

In areas where RFPAs and wildland fire protection agency(s) share common fire protection interests, the entities are encouraged to enter into local agreements or MOUs to define operational procedures and responsibilities. RFPA 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.

8. Operating Plans (Provision 33a CFPA)

The Agencies agree that Operating Plans will be reviewed by March 15. If there are no significant changes the document will be signed and available to the field by March 31.

9. Idaho Office of Emergency Management (Formerly Idaho Bureau of Homeland Security) (Provision 21 CFPA)

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 (EOP), which can be found at: <https://ioem.idaho.gov/Pages/Protection.aspx>.

The EOP, Emergency Support Function #4 (ESF#4) addresses firefighting in Idaho. IDL is the primary state agency responsible for ESF#4 coordination and may have personnel assigned to the state EOC to assist local government agencies in obtaining resources. IDL may provide a liaison to local government officials when a wildfire disaster occurs in their jurisdiction. Local government utilizes the EOP for assistance when a fire exceeds their capabilities.

IOEM is also responsible for state government's role in the Fire Management Assistance Grant Program (FMAGP). When a Governor's approved state disaster declaration is in effect, the state or local government may receive financial assistance through a FMAGP 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 IDL Duty Officer or the ESF#4 Coordinator may assist cooperators with this request, if needed. A county and state disaster declaration must be in place to receive approval for FMAG but does not have to be in place to initiate the request.

IDL may assist, based on capability, facilitating working with IOEM.

10. Idaho National Guard (Provision 22 CFPA)

All requests for Idaho National Guard (IDNG) assistance in support of wildfire incidents shall go through the Idaho Department of Lands, Bureau of Fire Management. Payment for the use of the IDNG is through the IDL. IDNG resources can only be utilized when all other potential sources have been exhausted and a Governor's approved state disaster has been declared. To initiate a request for the IDNG support, contact the IDL Duty Officer and utilize the standard dispatch resource order protocols.

The IMT will be responsible for the tracking of IDNG resources to ensure a clean payment package. Host agencies will assign personnel to fill the roles of IBA and National Guard Liaison at the state Emergency Operations Center (EOC), as well as additional liaisons at the assigned locations of IDNG resources.

Local government can request IDNG resources through Idaho Office of Emergency Management (IOEM) by following the process outlined in the Idaho Emergency Operations Plan (EOP).

More information on the disaster declaration process and Idaho Emergency Operations Plan can be found at: <https://ioem.idaho.gov/Pages/Protection.aspx>.

IDNG has capabilities to assist on wildfires with helicopter assets as well as logistical support. IDNG may not be available depending on deployments, training and other higher priority assignments.

11. Law Enforcement and Negligent Fires (*Provision 63 CFPA*):

In criminal and civil actions each Agency shall render mutual assistance in law enforcement activities and the gathering of evidence, and in criminal or civil prosecutions, to the fullest extent practical. Each Agency shall be responsible for fire related law enforcement activities, litigation and court proceedings resulting from wildfires that originate on their respective lands.

The Agencies are jointly responsible for law enforcement efforts within jurisdiction, and the Protecting Agency is generally responsible for fire investigations and the preliminary work associated with determining if a criminal or civil action is a possibility. The Jurisdictional Agency is generally responsible for subsequent follow up and prosecutions. Idaho law requires prosecution of State law violations occurring on State and/or private land to be done in the name of the State even though Federal agencies may be the Protecting Agency. However, State employees do not have authority to enforce Federal laws, rules or regulations on Federal land even though they are the Protecting Agency. They may; however, enforce violations of State law on Federal land. Therefore, the State will notify Federal agencies of any information indicating that State or Federal laws, rules or regulations have been violated on Federal land protected by the State. The State will assist the Federal agency with any resulting prosecution through the Federal legal system, and will take the lead for prosecutions through the State system. In like manner, Federal agencies will notify the State of any information related to violations of State or Federal laws, rules or regulations on State and private land protected by a Federal agency and will assist the State with its prosecutions under State law.

Any Agency protecting lands for another may independently process and or prosecute civil claims to recover suppression costs for intentionally or negligently lit fires; See current Operating Plan, Appendix III item #4 (f) Reimbursable Billings and Payments - Negligent Fire Billings and Cost Recovery #71.

PREPAREDNESS

12. Standards Fire (*Provision 34 CFPA*):

The Parties to this Agreement desire to achieve common standards within the Parties' best interest, recognizing differing agency missions and mandates. Each Party to this Agreement recognizes that other Parties' standards are reasonable, prudent, and acceptable. This clause does not affect the Jurisdictional Agency's land management standards.

13. Prescribed Fire (*Provision 44 CFPA*)

Prescribed Fire operations will be addressed in the LAOP's or project and financial plans. Billing for planned ignition assistance between federal agencies will follow the guidance set in the Interagency Agreement for Fire Management.

Jurisdictional agencies based on their own governing authorities can use each other's resources for non-incident activities to include, planned ignitions, hazard fuel reduction and other fuels management projects.

All overtime associated with project work will be negotiated at the local unit; as reciprocal assistance or through the reimbursable project work agreement.

14. Aircraft Use Policies and Procedures Not In Mobilization Plans (*Provision 60 CFPA*)

Agencies will cooperate in the use, operations and support of aviation resources. Operational capabilities vary by agency. Each agency will follow their established policies and procedures in the performance of their operations. Aircraft use will be billed to the protecting agency following the billing procedures found in *Appendix II* of this document.

The use of cooperator (State, local, military, other federal agency) aircraft by federal employees may require prior inspection and approval. Upon request by a cooperator, a USFS or DOI aviation inspector may provide aircraft and pilot inspections for aircraft used in interagency operations.

IDL aircraft under exclusive use contract agreements are a statewide resource and are available to all wildfire cooperators within the State of Idaho by direct ordering through the dispatch center where the aircraft are assigned. All protocols in the Idaho Department of Lands and US Forest Service Regions 1 and 4 Interagency Operations Guide for Single Engine Air Tankers will be followed.

Aviation resources provided by the State must be authorized and carded by federal agencies to transport federal employees or be used by federal agencies in support of suppression operations. Aviation resources provided by the State while remaining under operational control of the State can be utilized to support suppression operations conducted on or threatening State jurisdictional lands or offset protected lands under federal protection.

15. Fire Prevention (*Provision 41 CFPA*)

The Agencies will share and jointly work together to deliver fire prevention programs. Activities may include joint press releases, Smokey Bear programs, and, local education programs. The Agencies will share the cost of prevention activities as agreed to and documented in LAOP's or project and financial plans.

16. Smoke Management/Air Quality (*Provision 45 CFPA*)

Agencies in Montana and Idaho are members of the Montana/Idaho Airshed Group. The group's procedures are outlined in the Montana/Idaho Airshed Group Operating Guide. The plan is located at www.smokemu.org.

17. Restrictions and Closures Coordination (*Provision 42 CFPA*)

Fire restrictions for wildland fire in the State will be coordinated as per current Idaho Fire Restrictions Plan. These procedures can be found at: <http://www.idahofireinfo.blogspot.com/>

18. Training (*Provision 17 CFPA*)

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 Idaho Department of Lands will include Fire Service Organization (FSO) personnel in wildland training for Incident Command System (ICS) positions to assist on interagency incidents nationally.

For the purposes of the CFPA, any Idaho Department of Lands, Fire Service Organization and Rangeland Fire Protection (RPFA) employee 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 Annual Operating Plans. The Idaho Department of Lands, Bureau of Fire Management Training and Safety Specialist will coordinate training schedules and nominations for agency, FSO, and RPFA personnel with the various Geographic Area Training Committees. IDL will participate in Priority Training Programs within Geographic Areas for the purposes of completing Position Task Books within the ICS organization for interagency incidents. Agencies hosting training will provide IDL (IDL Training and Safety Specialist and RPFA Southern Idaho Liaison, as appropriate) copies of sign-in sheets documenting personnel training attendance.

19. Burning Permits Policy and Procedures (*Provision 43 CFPA*)

IDL will manage a self-serve, on line system at: <http://burnpermits.idaho.gov/>. Federal partners, will provide IDL input when burning should be restricted in federal protection, by burn type. Access to the Burn Permit system can be granted upon request to the Burn Permit help desk, to view permits issued, issue permits to walk in or phone customers, or restrict certain or all burning activities. Protecting Agencies should coordinate with IDL Fire Bureau Office to gain access to the Fire Safety Burn Permit System.

20. Methods of Fire Protection and Suppression (*Provision 40 CFPA*)

A. Reimbursable

For those State lands not covered in the statewide offset and within federal protection, IDL authorizes the federal agencies to take suppression action on all fires that occur on those lands.

For those fires that start on State lands, the federal agency may take initial action according to preplanned initial attack response.

For those fires that start on and remain on State lands, the federal agency will bill the State for actual suppression costs. For fires which start on state land and burn to adjacent ownership, the federal agency and State will prepare a cost share agreement. The Agencies will follow the billing guidelines as outlined in the CFPA. For those fires that start on another ownership and pass through lands not paying a forest protection assessment, the State will not be billed.

B. Offset Fire Protection

The BLM, Forest Service, Bureau of Indian Affairs, and the State have negotiated an exchange of protection, which redistributes fire protection responsibilities throughout the State. The exchange is based on comparable costs and equivalent factors mutually agreed to by all parties. The process used provides an acceptable balance of exchange and a mutual benefit. Official maps and narratives documenting the exchange are on file at the Forest Service, Region 4 office and agreed to and signed by all parties in a separate document. Copies will be distributed to participating offset agencies annually.

Agencies protecting lands that are the jurisdiction of another will provide wildland fire protection at a level equivalent to protection that would be provided by the jurisdictional agency's land management objectives as established by mutually agreed upon preplanned dispatch initial attack response cards (Run Cards). Jurisdictional agencies have the responsibility to determine through their respective fire planning analysis the type and quantity of suppression resources which will be dispatched to an incident. The protecting agency will respond with the planned resources when available which may include assistance from the Jurisdictional or Supporting Agency at the request of the Protecting Agency. All fire suppression costs on such lands will be borne by the Protection Agency. Suppression support requested by the Protection Agency and provided by the Jurisdictional Agency on these lands is reimbursable per Provision 40c.

At a minimum, the offset of protection will be reviewed and validated every five years. Maps utilized for the purpose of this SOP are dated 2015.

C. Fee Basis Protection

Agencies may assume fire protection responsibilities on lands under the jurisdiction of another. 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 this year (2016) those costs include (1) the average suppression cost will be years 2009-2015, minus highest and lowest, plus (2) the average preparedness cost will be years 2009-2015, minus highest and lowest. State and Regional business leads are the point of contact for developing the cost per acre rate. The following are fee basis protection areas:

<u>Protection Area</u>	<u>Protecting Agency</u>	<u>Jurisdictional Agency</u>
Fort Hall Reservation	BLM	BIA /Shoshone-Bannock Tribes

Kootenai Reservation	IDL	BIA/Kootenai Tribe
Nez Perce Reservation	IDL	BIA/Nez Perce Tribe
Misc. Parcels NPS	BLM	NPS
Misc. Parcels FWS	BLM	FWS

21. Protection Areas (*Provision 39 CFPA*)

The protection areas for each of the units are depicted on maps located in Local Operating Plans (LOP’s). Reciprocal initial attack zones and Special Management Areas will be identified and documented in LOP’s. A complete listing of protected lands, by protecting agency, is on file at the applicable dispatch office.

OPERATIONS

22. Movement of IDL Resources within Idaho (*Provision 28 CFPA*)

For the movement of Idaho Department of Lands (IDL) resources, Idaho state compacted resources; Fire Service Organizations and IDL exclusive use contractors, or any other resources under the control of IDL (All referred to as IDL resources); Local Dispatch Offices in the Great Basin will send requests for North Idaho IDL resources to the Northern Rockies Coordination Center (MT-NRC), Local Dispatch Offices in the Northern Rockies will send requests for Southern Idaho IDL resources to the Great Basin Coordination Center (UT-GBC). All dispatch offices ensure that the special needs block of the resource order clearly states for IDL Resource.

23. Structure Protection (*Provision 62 CFPA*)

Local units should meet with their cooperators and identify areas that may warrant structure protection. The roles, responsibilities, capabilities and mutual expectations must be discussed and documented in local annual operating plans.

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://www.fs.fed.us/r1/fire/nrcg/>.

Any time structure protection and suppression activities occur, the decisions, actions taken, and financial responsibilities must be documented. Links for decision documents can be found in *Appendix IV*. When structure protection resources are ordered for the benefit of the Jurisdictional agency, the costs associated with those resources shall be the jurisdictional agencies responsibility. An agreed upon amount shall be determined to cover support costs for these resources. This includes resources used to wrap structures and other tactics that are not common wildland firefighting tactics.

In determining fair cost among agencies we all support paying our reasonable share. Determining what is “reasonable” is done locally based on understanding of jurisdictional responsibility. “Fair share” also includes an understanding of how much investment is reasonable. If the jurisdictional agency would invest less or more is a way to determine how much is enough in an offset situation – and wherever we have fire moving between protection areas.

All Agencies agree with IDL's intent (*Appendix V*) and will use wildland tactics to keep fire away from structures. We may assist the agency with jurisdiction around the structure. Unified Command will be established with the local fire protection agency authority to establish protection priorities and financial responsibility where appropriate.

Structural suppression resources are provided by local fire protection agencies having jurisdictional responsibility. Requests for additional structure suppression resources will be authorized and secured through local government officials by exercising local mutual aid agreements or through activation of the Idaho Emergency Operations Plan in coordination with Idaho Office of Emergency Management. IDL will follow the processes outlined in the Mobilization of Fire Department Resources for Structure Suppression, (*Appendix VIII*).

24. Response to Wildland Fire Management Response (Provision 51 CFPA)

State and Private Forestland owners pay a fire protection assessment to the Idaho Department of Lands and, as such, expect the protecting agency to place a high value on protecting their timber resource. That includes using tactics and practices that keep fire away from state and private forestland and by using full suppression tactics to keep fire size small and minimize resource loss once fires start on or reach state or private forestlands. Specific objectives regarding protection of state and private forestland will be incorporated into the Delegation of Authority or Leader's Intent document for all incoming IMT's.

Wildfires that are not human-caused may be managed for multiple objectives as established in land and resource management plans. These areas and the process for fire management in these areas will be documented in local annual operating plans. Adjacent fire protection entities, including state and local government, should be consulted regarding fire management strategies utilized in these areas, and share in the decision making process whenever possible.

All fire agencies have primary responsibility for fire suppression within their respective protection areas. The Agencies shall take appropriate suppression actions necessary to extinguish or prevent the spread of fire onto any lands on which wildfire is not desired within their protection area or from one protection area to another. All Agencies, as appropriate, should be involved in developing the strategy, tactics, and mitigation actions to be used if the fire has the potential to impact another protection area. When the fire spread to another protection area is imminent or appears likely, the Agencies will identify financial responsibilities and as appropriate, cost share methodologies, and document the decisions and rationale. If agreement cannot be reached regarding financial responsibilities, discussion will be elevated to the next level agency administrators for the respective agencies.

Aerial Application of Fire Retardant and Avoidance Issues:

- Avoidance maps will be prepared and made available for all Forest Service lands and reviewed pre-season and during any fire incident with the assigned IC or IMT.
- If there is a mishap, notify the local Forest Service District so they can make the appropriate notifications.

- Avoidance issues related to aerial retardant on all Forest Service lands will be monitored and any mishaps will be reported following protocols established in the “Record of Decision” issued in 2011. Go to the following site for detailed instructions:
<http://www.fs.fed.us/fire/retardant/index.html>.

25. Independent Action (*Provision 53 CFPA*)

There are no conditions that prohibit an Agency from taking independent action on a fire. Due to safety considerations, the party taking action will immediately notify the Protection Agency via dispatch channels.

26. Wildland Fire Decision Documentation and Delegation of Authority (*Provision 51 CFPA*)

The WFDSS is the sole documentation tool for all fires that occur on federal jurisdiction or protection. In federal protection, a WFDSS will be completed by the federal agency. If an IMT is ordered, the WFDSS will be completed in conjunction with any jurisdictional agencies.

A decision document will be completed on all large fires where a formal team is in place. Otherwise agency polices will take effect. All documents will be provided to IMTs when in place.

Protection	Jurisdiction	WFSA / WFDSS
State	State	WFSA
Federal	State	WFDSS
State	State & Federal	WFSA & WFDSS
State	Federal	WFDSS

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

- A. “State and Private Forestland Owners pay 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.”

The Delegation of Authority (DOA) will incorporate the decision documents and will clearly communicate the intent of the jurisdictional agency leader(s). The DOA will be signed by all protection and jurisdictional agencies.

27. Accident Investigation (*Provision 83 CFPA*)

The initial notification of accident involving equipment or personnel is a key component to a successful review or investigation. All parties to this agreement will ensure that accident notification occurs to all affected parties “supporting, protecting and jurisdictional” in a timely manner. A phone tree will be supplied to local Dispatch Centers and the Geographic Area Coordination Center identifying the primary contacts for all Federal and State Agencies (state and regional level).

It is recognized that there may be separate procedures required by the supporting, jurisdictional and protecting agencies. All parties will work together to coordinate efforts to meet agency needs. When investigations involve more than one party, a multiagency Delegation of Authority should be provided to outline roles and responsibilities and expectations of the affected agencies. *Appendix-IX* outlines how to select the type of investigation that will be used for serious accident involving the DOI, USFS, or the State of Idaho.

28. Preposition of Resources for FEMA Incidents (*Provision 14 CFPA*)

The Stafford Act amended under the Post-Katrina Emergency Management Reform Act of 2006 (Public Law 109-295) empowered the President to provide accelerated Federal assistance and preposition Federal assets where necessary to save lives, prevent human suffering, or mitigate severe damage, even in the absence of a state request for assistance as stated in Sec. 402. This will allow the Forest Service to reimburse State resources before a Presidential disaster is declared.

29. Post Fire Activity (*Provision 65 CFPA*)

IDL Fire Program is not involved in Emergency Stabilization; it is the responsibility of the land owner. IDL Area office or resource advisor may be able to provide landowners with information on what assistance might be available.

USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES

30. Severity Funding

Agencies should coordinate requests for severity prior to submitting those requests for funding.

31. Cost Share Agreements (*Provision 69 CFPA*)

The Agencies agree to use the cost share agreement template and methodologies as provided in *Appendix IV*. Agencies will document decisions and rationale in either a cost share agreement or in a separate decision document. A link for a template can be found in *Appendix IV*.

IDL's intent is to support local government with a liaison during a complex fire to help negotiate complex relationships and cost share agreements involving multi-jurisdiction fires.

In order for federal agencies to enter into cost share agreements, there must be an agreement in place between all parties.

32. Agreed to Billing Amounts (Rates) and Procedures (*Provision 40 CFPA*)

A. Reciprocal Fire Protection Zones (*Provision 40a CFPA*)

The Protection Agency will not be required to reimburse the Supporting Agency for costs until the cost of the suppression incident exceeds \$5,000 (individual agency).

Aviation resources (aircraft and retardant) and fire cache resources ordered will be considered assistance by hire, and therefore always billable. If the combined costs of aviation and other costs exceed \$5,000, the entire cost of the fire will be billed. *{Example: aviation costs total \$2,500 and labor costs are \$1,500 - \$2,500 for aviation will be billed, the \$1,500 for labor will not because the total does not exceed \$5,000}*

B. Fire Suppression Billings (*Provision 71 CFPA*)

IDL fire suppression bills for National Forests and Interior Agencies within the State will be sent to the appropriate office, see *Appendix III*. Anytime the State responds to a federal fire outside of Idaho, the State will submit their billings to the appropriate federal agency. Anytime the State responds to another state's fire, the State will submit their billings to the USFS Northern Region billing contact.

C. Exchange of Funds

See *Appendix II* Billing Content and *Appendix III* Billing Contacts, for billing procedures.

GENERAL PROVISIONS

33. Document Library

Documents referenced in this SOP can be found on the appropriate Geographic Area Coordination Center websites:

Great Basin: <http://gacc.nifc.gov/gbcc/GBCG/memos.htm>.

Northern Rockies: <http://gacc.nifc.gov/nrcc/index.htm>.

34. Modifications (Provision 5 CFPA)

This SOP will be reviewed annually for currency and will remain in effect until it is terminated by the mutual consent of all Agencies involved, or superseded by an updated SOP. The formal review period for modifications(s) will be provided by March 1st. Agency policy or direction change for any signatory party that affects the CFPA would automatically be modified therein.

BLM Idaho will be responsible for coordinating the review of the SOP and documenting agreed upon changes.

Modifications that are minor in nature including changes to principal contact information, billing information, etc. will be reviewed annually and concurred to by all parties; new signatures are required.

35. Commencement/Expiration Date (Provision 4 CFPA)

This SOP is entered into and agreed upon by the Agencies shown as signatories. This SOP provides the opportunity to have an operating plan for the life of the agreement versus an annual basis as determined by the signatories upon annual review. If no changes are required the prior year SOP will continue into the current year, new signatures will not be required. The year will be changed to accurately reflect the current operating year.

SIGNATURES

This AOP is being executed in counterparts, and becomes effective for each signing agency upon the date of their authorized officials signature. It is the responsibility of the signing agencies to ensure appropriate signatures.

Chief, Bureau of Fire Management Date
Idaho Department of Lands

Contracting Officer Date
USDI, Bureau of Land Management
Idaho State Office

State Fire Management Officer Date
USDI, Bureau of Land Management
Idaho State Office

Contracting Officer Date
USDI, National Park Service
Pacific West Region

Regional Fire Management Officer Date
USDI, National Park Service
Pacific West Region

Contracting Officer Date
USDI, Bureau of Indian Affairs
Northwest Region

Protection Forester Date
USDI, Bureau of Indian Affairs
Northwest Region

Regional Fire Mgmt. Coordinator Date
USDI, Fish and Wildlife Service
Pacific Region

Director, Fire and Aviation Date
US Forest Service, Pacific Northwest Region

Agreements Specialist Date
US Forest Service, Northern Region

Regional Forester Date
US Forest Service, Intermountain Region

Director, Fire, Aviation and Air Date
US Forest Service, Northern Region

36. Appendices

Appendix I	Selection Table for Serious Accident Investigation Type
Appendix II	Idaho Department of Lands Community and Structure Fire Protection from Wildfires in Idaho
Appendix III	Mobilization of Fire Department Resources for Structure Suppression
Appendix IV	Cost Share Template and Methodologies and Decision Document
Appendix V	Billing & Payment Procedures
Appendix VI	Billing Contacts
Appendix VII	Special Management Considerations
Appendix VIII	BLM Specific Guidelines
Appendix IX	Northwest Compact - Canadian Resources
Appendix X	Supplemental Fire Department Resources

APPENDIX I
SELECTION TABLE FOR DOI / USFS/STATE SERIOUS ACCIDENT INVESTIGATION
TYPE

This table outlines how we select the type 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 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, we will consider first the agency affiliation of the victim(s), second the agency with jurisdiction for the fire and third 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	DOI SAI DOI Team Lead USFS Interagency Rep
USFS	USFS	USFS	USFS CRP USFS Team Lead DOI Interagency Rep
DOI	USFS	USFS	DOI SAI DOI Team Lead USFS Deputy
DOI	DOI	USFS	DOI SAI DOI Team Lead USFS Interagency Rep
USFS	DOI	DOI	USFS CRP + DOI MER** USFS Team Lead DOI Deputy
USFS	USFS	DOI*	USFS CRP USFS Team Lead DOI Interagency Rep
Both DOI and USFS	DOI or USFS	DOI	DOI SAI DOI Team Lead USFS Deputy
Both DOI and USFS	DOI or USFS	USFS	USFS CRP + DOI MER** USFS Team Lead DOI Deputy
DOI or USFS	State	State	DOI SAI or USFS CRP based on agency of victim. DOI lead if SAI, USFS lead if CRP. Non-fed agency rep

Agency Affiliation of Victim(s)	Agency with Operational Control	Agency Jurisdiction	Investigation Type Team Lead Deputy or Representative
State	DOI or USFS	DOI or USFS	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	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	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	State FLA protocols
DOI or USFS	State	DOI or USFS	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	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 who has on-site operational supervision and control.

Serious Accident -- An unplanned event or series of events that resulted 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 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

APPENDIX II
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. Great Basin will follow the direction in the Standards for Fire and Fire Aviation (Red Book) and Northern Rockies will use a documented created by the Coordinating Group which documents the shared responsibilities of homeowners, local fire departments and the wildland fire agencies, when wildfires threaten homes and communities.

This document will provide additional clarification to Idaho Department of Lands (IDL) employees and agencies that provide protection for IDL on what is expected of the wildfire agency and what is expected of 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 local fire departments are primarily formed to provide structural suppression to the citizens within the 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 protection of communities by the extinguishment of spot fires on or around the structure. They are also able to take internal suppression actions if needed 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 be able to acquire additional resources to assist with this responsibility either through mutual aid or 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 IDL. Hazardous fuels modification should be done by homeowners and communities before fire threatens them. IDL should encourage these activities to occur. If the local fire department determines these tactics is part of their effort to protect the structures than they will be responsible for these tactics and the cost associated with them.

In summary standard wildfire tactics should be utilized by IDL to protect structures and communities and the cost of these tactics will be IDL's responsibility. Standard structure suppression equipment and

tactics should be utilized by the local fire department to protect structures and communities and the cost of these tactics will be the local fire department's responsibility.

APPENDIX III

MOBILIZATION OF FIRE DEPARTMENT RESOURCES FOR STRUCTURE SUPPRESSION

IDAHO DEPARTMENT OF LANDS Emergency Support Function #4

IDL will provide resources to a county (Fire Service Organization, Sheriff, Commissioner, or other official) or tribal agency for structure suppression assistance when a wildland fire threatens structures, as outlined below. This is part of IDL's responsibilities as the primary agency responsible for Emergency Support Function (ESF) #4 in the Idaho Emergency Operations Plan (EOP). The process outlined below describes how IDL will secure the resources.

For IDL to assist, a disaster declaration must be approved by the Governor.

1. County officials need to submit a Request for Assistance to the Idaho Office of Emergency Management (IOEM) through the State Emergency Operations Center (EOC) for the resources needed.
2. If approved, IOEM will mission assign IDL to provide the needed resources.
 - a. IDL will order fire department resources that have current agreements with IDL through the Idaho Fire Service Organization Rate Book. The request will be filled by contacting the appropriate Idaho wildland fire dispatch centers.
 - b. If unable to fill the request through current IDL agreements, IDL will utilize the Idaho Fire Service Resource Response Plan (IFSRRP) to obtain resources.
 - i. Resources obtained thru the IFSRRP will need to obtain an agreement from IDL either prior to mobilization or upon arrival at the incident.
 - ii. Resources must be willing to accept rates and processes as outlined in the current Idaho Fire Service Organization Rate Book.
 - iii. Resources obtained through the IFSRRP will need to obtain a resource order from the wildland fire dispatch center.
 - iv. The IDL Fire Bureau Duty Officer will communicate with dispatch to arrange for resource orders for structure resources.
3. Resources acquired by IDL will be paid by IDL.
4. IDL will submit all costs to IOEM in accordance with mission assignments.
 - a. IDL personnel involved with obtaining, supporting, or paying these resources will track their time for reimbursement from IOEM.
 - b. IDL personnel will utilize assigned project codes specific to their function and the fire they support.

5. If a county or tribal agency mobilized resources without an approved request for assistance:
 - a. The county or tribal agency will be responsible for payment of these resources.
 - b. IDL will not be a participant in this process.

**APPENDIX IV
COST SHARE TEMPLATE AND METHODOLOGIES
DECISION DOCUMENT**

1. Cost share agreements are entered into when multiple protection areas are affected and/or the mutual aid period has past. The only exception is when multiple federal wildland fire jurisdictions are affected, no agreement is required.
2. Negotiating cost share agreements within the State of Idaho has been delegated to the respective Local Agency Administrators who are party to the Cooperative Fire Protection Agreement. Cost share agreements are to be documented, including the basis or rationale used.
3. In situations where no costs are shared amongst the parties then the local unit shall document the decisions on either a decision document or a cost share agreement such as a 'You Order You Pay' Cost Share Agreement.
4. Local units will document decisions and rationale used to support the decisions made e.g. who will be financially responsible, who is responsible for what resources, how resources are tracked etc.
5. Costs utilized for finalizing a cost share agreement will be actual costs from agency financial systems.
6. Guidelines, templates, and methodologies specific to Idaho for developing cost share agreements and documenting decisions can be found in their entirety at:
 - a. Northern Rockies Coordinating Group site:
http://www.fs.fed.us/r1/fire/nrcg/Committees/business_committee.htm
 - b. Great Basin Coordinating Group site:
<http://gacc.nifc.gov/gbcc/states.php>
7. This direction only applies to those partners who are signatory to this agreement. Local units should enter into agreements with local partners where potential joint fire operations may occur. In those situations where no agreement exists, the local unit should enter into an agreement at the time of the incident in conjunction with the cost share agreement.

APPENDIX V

BILLING AND PAYMENT PROCEDURES

This Appendix serves as procedures for the billing and payment in the implementation of the Cooperative Fire Protection Agreement between the State of Idaho, the United States Department of Agriculture, Forest Service, Northern and Intermountain Regions; the United States Department of Interior, Bureau of Land Management; Idaho, National Park Service, Pacific West Region Office; Bureau of Indian Affairs, Northwest Region, and Fish and Wildlife Service, Pacific Region.

1. **Suppression Billings**

- A. The Forest Service, Bureau of Land Management, Bureau of Indian Affairs, National Park Service, and Fish and Wildlife Service will not bill each other for suppression costs. However, pre-suppression costs, fair sharing for interagency dispatch centers costs, prevention costs, and other fire management costs will be billed in accordance with existing agreements or other written documents.
- B. Parties to this Agreement may opt to use a “Reconciliation Process” for tracking incident costs for all Parties to this Agreement for the purpose of issuing one annual billing to the paying Party. If the Reconciliation Process is not utilized, parties to the Agreement shall utilize the applicable Incident by Incident process.

2. **Incident by Incident Process**

- A. **Federal Billings by Incident:** Federal Agencies will submit bills for their reimbursable costs to the State whenever the State is the protecting Agency and a billing is appropriate.
- B. **State Billings by Incident:** When one of the States is the supporting Agency and the fire is within the State of Idaho, the State will bill the protecting Agency for reimbursable costs when a billing is appropriate. Anytime the States respond to a Federal Agency fire outside of Idaho, the State will bill all applicable costs to the jurisdictional federal agency or agencies. Operating plans will include billing location information.

3. **Severity:** Costs incurred on severity assignments within the State of Idaho will be billed individually to the ordering agency. Severity assignments are reimbursable under the Reciprocal Fire Protection Act.
4. **Electronic Funds Transfer (EFT):** Notwithstanding any other provision of law, effective January 2, 1999, US Treasury Regulation, Money and Finance at 31 CFR 208.3 requires that federal payments are to be made by EFT unless waived in accordance with specific circumstances set forth in 31 CFR 208.4

In order to receive EFT payments, the payment recipient shall register in System for Award Management (SAM) and are required to validate their information in SAM once per year. The payment recipient is also required to have a Data Universal Numbering System (DUNS) number. The DUNS number is assigned by Dun & Bradstreet, Inc. (D&B) to identify unique business

entities. For more information, refer to www.sam.gov.

Each party to this agreement shall provide the following information in the operating plan.

- Agency name and billing address
- Billing/Financial Contact (name, phone, email)
- Agency DUNS

5. **Payments:** When payment is made by electronic funds transfer (EFT) the paying agency will ensure the billing agency has adequate documentation in order to credit the appropriate bill.

6. **Billing Content:** The following items will be included as a minimum for each bill, noting that a resource order is not always required or available in order for a bill to be valid. Provide as a minimum on each invoice/bill:

- Billing Agency name, address, phone number, and agency financial contact,
- Invoice or bill number
- Agreement number
- Incident name and number
- Dates of the incident covered by the billing
- Appropriate FireCode or charge code
- Signature and Title of agency official
- Summary cost data for the amount being billed

Summary data may include but is not limited to, a list of personnel, travel, and equipment expenses; and a listing by vendor name and amount spent for supplies and services procured. Billings for fire suppression assistance will not include administrative charges. Generally, cost source documents will not be required unless summary cost data is disputed, or needed to fulfill audit requirements. If individual source documents are requested, each agency that is party to this agreement will agree that those source documents will be provided upon request. For litigated incidents 100% documentation is required.

If categories of source documents are requested, they shall be verified to the following standard:

A. Personnel Salary, Travel and Procurements: Records produced will meet the sample size and Government Accounting Office / President’s Council on Integrity & Efficiency (GAO)/PCIE financial standard of 90% confidence level. This standard has a tolerance rate of 5%, see below.

"Sample Size & Acceptable Numbers of Deviations: Use the following table taken from the GAO/PCIE Financial Audit Manual, Pages 450-3 and 450-4 to establish the sample size for the category requested to be verified, Example: Personnel records (category). A random sample of 45 records will be selected and verified. If there are 0 deviations (errors), then the category meets the 90% confidence level. If there are any deviations in the original 45 records, an additional sample of 78 records will be taken. If there are 0 or 1 deviations from that sample, the 90% confidence level will be met. If there are more than 2 deviations, an additional sample of 105 records will be taken and so on until the samples and deviations meet the 90% confidence level or the reviewing unit requires 100% documentation based due to the failure to meet the 90% confidence level."

GAO/PCIE Financial Audit Manual - In Section 400 Testing, Use Figure 450.1 Sample Sizes and Acceptable Numbers of Deviations on Page 450-4 (electronically page 14 of the document) can be found at <http://www.gao.gov/special.pubs/01765G/>

B. Aviation: Flight use records will be produced upon request

C. Billing Cycle

11/1 – 12/1	Local units will coordinate and validate reimbursable fires and share amongst the partners.
1/15	Agencies provide list of FireCodes and estimates for fire reimbursement to State/Regional level.
5/1	The field will review detailed transaction registers to validate fire costs.
5/1-6/1	Interagency cooperators at the field level review and approve preliminary bill.
6/15	Final bills issued.

D. Billing Due Dates

All billings will have a payment due date of 30 days after final invoice is issued. Agencies will follow their respective laws and regulations for debt collection.

E. Web link for *Debt Collection under Reciprocal Fire Agreements* policy

http://www.fs.usda.gov/detail/r4/fire-aviation/?cid=FSBDEV3_016055

Services Received and Certification of Billings: Reimbursing agencies must provide written notice of incorrect invoices to billing agencies within the timeframes specified in the State Operating Plan.

- Financial Dispute Resolution:** If a conflict arises between the agency's payment processes, the terms of the billing document, or the costs associated with the billing document, the parties should attempt to resolve the differences. If the differences cannot be resolved after consultation between the Parties, the Parties follow their customary dispute resolution processes. Minor discrepancies in the final bill involving less than \$1,000 will not be adjusted.
- Negligent Fire Billings:** Where a third party may be billed, Agencies will provide the Protecting Agency with an estimate of their costs within a reasonable timeframe and follow-up with actual costs when they become available. Requests for costs data from other agencies will be requested through the appropriate State/Regional Incident Business Lead. *See related Provision #63 Law Enforcement and Negligent Fires and #54 Suppression and Damage Collection.*
- Boundary Fire Billings:** Suppression costs for boundary fires will be prorated using an appropriate cost share methodology within respective fire protection areas as agreed upon by the appropriate agency administrators. The basis for cost allocation will be documented in the cost share agreement

and included in the financial settlement files. *See related Agreement Provision #52 Boundary Fires and Appendix IV for a Sample Cost Share Agreement.*

1. **Review/Audit Procedures:** The parties agree to jointly conduct a review/audit, sampling transactions of the incidents managed under this agreement. Findings that are inconsistent with the normal or accepted way of doing business will be reconciled on a case by case basis. Any decision to further examine records will be considered on a case by case basis and appropriate follow up action agreed upon by all agencies involved.
2. **Payment for Fee Basis Protection Services:**
 - a. Procurement documents or agreement will establish billing procedures for Fee Basis Protection Services.
3. **Non-Suppression Billings:**
 - a. All non-suppression costs shall be billed and paid in accordance with the terms and conditions of the Supplemental Project Agreement, separate agreement, procurement, or other appropriate written document, executed by the authorized signatories of the involved parties within their legal authorities.
4. **Reimbursable Costs**
 - a. Costs incurred as the result of an incident and documented are reimbursable. Costs must be consistently treated as either direct costs or indirect costs. Consistent treatment of costs is a basic cost accounting principle and is specifically required to assure that the same types of costs are not charged as both direct costs and indirect costs. Every effort should be made to classify costs incurred for the same purpose, in like circumstances, consistently as either direct or indirect.
5. **Direct Costs.** Direct costs are those items of expense specifically identified with the delivery or completion of a project or program. General examples include, but are not limited to, personnel costs (salary and fringe benefits), equipment costs, travel, materials, supplies, and contracts.

For the purposes of this agreement, these may include, but are not limited to the following:

- Agency costs of individuals assigned to the incident or project for salary, benefits, and overtime including premium pay if and when it is earned according to the policies, laws and rules governing the employees of the supporting agency.
- Agency costs for transportation including, but not limited to, airline fees, vehicle rental fees, fuel and oil, and agency established mileage fees.
- Agency costs for per diem and lodging of resources assigned to the incident when such services are not supplied by the incident.
- Additional support dispatching, warehousing or transportation services supporting a resource order or project or any official Agency document.
- Operating expenses for equipment assigned to the incident, such as fuel, oil and equipment repairs routine maintenance.
- Usage cost of equipment in support of the incident or project, contract equipment costs and operating costs for agency equipment.
- Aircraft, airport fees, retardant base costs including retardant and other fire suppression chemical costs.
- Agency-owned equipment lost, or damaged, by the supporting agency when accompanied by the

appropriate agency source documentation, unless damage occurred while enroute to or from an incident, or because of negligence by the Supporting Agency.

- Charges from the state for state controlled resources such as inmate crews, National Guard, and Fire Service Organizations.
- Cost or replacement of reasonable and prudent supplies expended in support of the incident. What is reasonable and prudent is determined by the protecting and/or jurisdictional agency or the fire team within the limits of their delegated authority or identified in the current Interagency Incident Business Management Handbook (IIBMH).

6. Indirect costs. Indirect costs are those items of expense incurred as part of general management and administrative support of an organization. These costs are not attributable to a specific project, program or output, but are distributed among many benefiting activities. Often they are proposed as a percentage of direct project costs and are referred to as administrative costs, overhead, or burden. Examples may include office space, computer equipment, postage, utilities, salaries for administrative activities, such as procurement, personnel, accounting, and so forth. Direct charging of these costs, however, may be appropriate if they can be specifically identified to a project or program and the nature of the work performed creates a unique need or requires an extensive amount of support. These situations are considered “unlike circumstances”.

Indirect cost rates may vary for each agency. Application of indirect cost rates will be addressed within the Operating Plan (Appendix V).

When indirect cost rates are applied to federal reimbursements, the Parties agree to the following:

- A. If the payment recipient has never received or does not currently have a negotiated indirect cost rate, they are eligible for a de minimis indirect cost rate up to 10% of Modified Total Direct Costs (MTDC). MTDC is defined as all salaries and wages, fringe benefits, materials and supplies, services, travel, and contracts up to the first \$25,000 of each contract.
- B. For rates greater than 10% and less than 25%, the payment recipient shall maintain documentation to support the rate. Documentation may include, but is not limited to, accounting records, audit results, cost allocation plan, letter of indirect cost rate approval from an independent accounting firm, or other Federal agency approved rate notice applicable to agreements.
- C. For a rate greater than 25%, the Federal agency may require that the payment recipient request a federally approved rate from the payment recipient’s cognizant audit agency no later than 3 months after the effective date of the agreement. The payment recipient will be reimbursed for indirect costs at the rate reflected in the agreement until the rate is formalized in the negotiated indirect cost rate (NICRA) at which time, reimbursements for prior indirect costs may be subject to adjustment.
- D. Failure to provide adequate documentation supporting the indirect cost rate, if requested, could result in disallowed costs and repayment to the Federal agency.

7. Payments under Compacts. Payment for resources ordered under state Compacts will be the responsibility of the State. Federal Agencies will reimburse the State for any Compact resources used on fires which they have the protection responsibility. See related Agreement Provision #18 Compacts and this Appendix V (c), Procedures for Fire Suppression Billings - State Billings.

8. Payment of Fire Service Organizations. Fire Service Organizations are cooperators of the State. The State makes payments to the Fire Service Organizations when mobilized under their agreement as outlined in the Fire Service Organization Rate Book. When FSOs are mobilized through mutual

aid agreements, the receiving agency makes payments to the FSO. For structure suppression, refer to Appendix VIII.

The closest IDL or Timber Protective Association office will complete the paperwork for submission to the designated payment office as identified in the FSO Agreement. *See related Agreement Provision #19 Cooperation with Fire Service Organizations.*

9. **Third Party Payments:** Third parties may be utilized for fire management services by the Agencies to this Agreement when agreed to by the affected agencies. Resource orders or other appropriate documentation for third parties' personnel and equipment will be made through and tracked by the parent agency. To receive payment for service rendered, the third party will submit all billing invoices to the parent agency. The parent agency will review to ensure that all conditions of the local arrangement have been complied with, will submit the invoice and request that payment be made directly to the third party.

**APPENDIX VI
BILLING CONTACTS**

Appropriate bills will be sent to the following agency addresses:

<p>BLM <i>Bureau of Land Management</i> Attn: Carol Salo 1387 Vinnell Way Boise, ID 83709 Phone: 208-373-3852 Fax: 208-373-3850 Email: csalo@blm.gov DUNS: 153866389</p>	<p>Bureau of Indian Affairs <i>Northwest Region</i> Attn: Regina Hoffmann 911 NE 11th Ave Portland, OR 97232 Phone: 503-231-6800 Fax: 503-231-6817 Email: Regina.Hoffmann@gmail.com DUNS:</p>
<p>Idaho Department of Lands <i>Bureau of Fire Management</i> Attn: Wendy Walter 3284 W. Industrial Loop Coeur d'Alene, ID 83815-6021 Phone: 208-666-8648 Fax: 208-769-1524 Email: wwalter@idl.idaho.gov DUNS:</p>	<p>Fish and Wildlife Service <i>Regional Fire Management, Division of Natural Resources</i> Attn: Mike Knowles 911 NE 11th Ave Portland, OR 97232 Phone: 503 231-2242 Fax: 503-872-2821 Email: mike_knowles@fws.gov DUNS:</p>
<p>National Park Service <i>Pacific West Region</i> <i>Fire Management Office</i> Attn: Ruby Raju 333Bush Street, Suite 500 San Francisco, CA 94104 Phone: 415-623-2211 Fax: 415-623-2383 Email: ruby_raju@nps.gov DUNS: 039365775</p>	<p>USDA Forest Service <i>Region 4</i> <i>Regional Contact: LeeAnn Evans</i> 324 25th Street Ogden, UT 84401 Phone: 208-253-0152 Fax: Email: levans@fs.fed.us DUNS:</p>
<p>USDA Forest Service <i>Region 1</i> <i>Regional Contact: Tracey Nimlos</i> 200 East Broadway Missoula, MT 59802 Phone: 406-329-3331 Fax: 406-329-3132 Email: tnimlos@fs.fed.us DUNS:</p>	<p>USDA Forest Service <i>Region 1 and 4</i> <i>All payments will be made by:</i> Albuquerque Service Center Payments – Incident Finance 101 B Sun Ave. NE Albuquerque, NM 87109 Phone: 877-372-7248 Fax: 877-816-9532 Email: asc_ipc@fs.fed.us DUNS:</p>

APPENDIX VII 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 sensitive fish species distribution.

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 stream bottom as improved or constructed control point. If possible, maintain a vegetated buffer between stream channels and firelines. If needed, consult with resource advisor to minimize impacts.
 - E. In burnout operations, minimize fire intensity near streams.
 - F. Run perpendicular to, not parallel to 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>.
 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, maximum screen opening size is 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.
<http://www.fs.fed.us/invasivespecies/index.shtml>
<http://www.dfg.ca.gov/invasives/>
<http://www.fs.fed.us/invasivespecies/relatedlinks.shtml>
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 shift plan development to assess the potential effects of planned actions.
- D. After the fire is declared out, a biologist should review suppression and rehab actions to see if tactics and mitigation measures identified in the WFDSS were appropriate and successfully implemented.

APPENDIX VIII 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. Presuppression 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, heli-bases) 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.

APPENDIX IX
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 aforementioned, 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 demobed through IDL in Coeur d'Alene to ensure a debriefing and evaluations are completed.

APPENDIX X
SUPPLEMENTAL FIRE DEPARTMENT RESOURCES



**NATIONAL WILDFIRE
COORDINATING GROUP**

National Interagency Fire Center
3833 S. Development Avenue
Boise, Idaho 83705

MEMORANDUM

Reference: NWCG#004-2009

To: NWCG Executive Board

From: NWCG Chair *Brian McManis*

Date: February 6, 2009

Subject: Agreements with Local Fire Departments

Several local fire departments have established programs to sign-up qualified resources to be dispatched to incident assignments under agreements between state or local fire departments and Federal partners. A review of these agreements and Annual Operating Plans has shown a variety of pay rates, overhead rates, backfill, and methods of pay (“hours worked” versus “portal to portal”), leaving receiving units unclear as to what they are paying for a resource mobilized from out of their geographic area..

The NWCG and the National Multi-Agency Coordinating Group (NMAC) have determined that wildland fire agencies should continue to allow local Federal land management offices to enter into agreements with local fire departments that include supplemental resources for mobilization. However, we feel that there should be controls on the terms of these agreements to ensure consistency across geographic boundaries. The NWCG tasked the Incident Business Practices Working Team to develop standards and controls for the following:

- Provide definition of supplemental fire department resources so that a consistent application is applied.
- Establish standard rates for supplemental fire department resources, using General Schedule tables with locality pay applied.
- Require supplemental fire department resources to be paid on an as-worked basis; not portal to portal.
- Recommend a standard administrative overhead rate for supplemental fire department resources.
- Develop a process to assure there are no backfill payments for supplemental fire department resources.

- Develop a standard template for local agreements that include supplemental fire department resources.
- Develop standard ROSS and dispatch protocols for management of supplemental fire department resources.

The attached documents and templates have been developed as directed and approved by the NWCG. All agencies are requested to provide direction to the field to implement these required modifications to local and/or state agreements that provide supplemental fire department resources for national mobilization prior to the 2009 western fire season.

Attachments:

- A: Standard language for all state or local agreements that includes national mobilization of supplemental fire department resources.
- B: Annual Operating Plan for the mobilization of supplemental fire department resources.
- C: Talking Points
- D: Classification level matrix of positions to be used when determining pay rates for supplemental fire department resources.

Supplemental Fire Department Resources

When mobilizing Supplemental Fire Department Resources outside of the fire district or mutual aid zone the following will apply.

Mobilization

Mobilization will follow established ordering procedures as identified in the National, Geographic, and Local Mobilization Guides. Resources will be mobilized from the Host Dispatch Zone in which the department is located. Personnel will be provided a copy of the resource order request after confirmation of availability and prior to departure from their home jurisdiction. Resource orders shall clearly indicate incident assignment, incident location, expected incident arrival time, and any additional special needs or equipment authorizations, e.g. cell phones, laptops, rental vehicles, etc.

Reimbursable Costs

Reimbursable costs for personnel include compensation rates for hours worked, benefits, transportation, and per diem. It is the intent of this provision that the Supplemental Fire Department Resource be paid a regular compensation rate for all hours worked plus an overtime compensation rate for actual overtime hours worked, including travel. Reimbursable costs shall not include portal to portal pay or the employee portion of benefits. Travel and per diem reimbursements will be based on the Federal Travel Regulations.

Backfill is not reimbursable for personnel hired as Supplemental Fire Department Resources.

An indirect cost allowance equal to ten percent of the direct salary and wage cost of providing the service (excluding overtime, shift premiums, and fringe benefits) is allowed. (OMB Circular A-87)

Personnel

All personnel will possess an active Incident Qualification System (IQS) or equivalent incident qualification documentation commensurate with all applicable NWCG 310-1 standards for training and qualifications. Personnel will be qualified for their assigned positions. XXFD is responsible for annually certifying and maintaining the qualifications of their Supplemental Fire Department Resources. XXFD will bear the cost of training for their Supplemental Fire Department Resources.

Any personnel to be mobilized under this exhibit will be listed in the Annual Operating Plan (AOP) by name, position(s), and identified as SR. While on assignment, these individuals are XXFD employees and the XXFD will be reimbursed for their actual costs.

Rate Determination

The basis for the computation of base hourly rate is the classification level of the position filled according to the attached matrix. Base hourly rate shall be no more than step 5 of the appropriate GS wage adjusted for locality pay at the location of the fire district. These rates can be found on the OPM web site <http://www.opm.gov>, Salaries and Wages. Personnel are hired at the rate of the position being filled, not their highest qualification.

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

1. **Regular Compensation Rate:** The rates listed include base hourly rate determined above plus employee benefits. Employee benefits include only 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 is paid to those employees performing work that meets the definition of hazardous duty as defined in the Interagency Incident Business Management Handbook, Section 12.9. 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 (IIBMH) 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 privately-owned vehicles (POVs) and rental vehicles used to support Supplemental Fire Department Resources shall be at the current Federal Travel Regulation rate.

Signature
Agency Administrator
Federal Agency

Date

Signature
Fire Chief
Local Fire Protection District
Or appropriate Official at State Level

Date

**Supplemental Fire Department Resource
Classification Level Matrix**

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

**Supplemental Fire Department Resource
Classification Level Matrix**

OPM GENERAL SCHEDULE	AREA COMMAND	COMMAND	OPERATIONS	AIR OPS	PLANS	LOGISTICS	FINANCE	SUPPORT
GS-8		SOF3	DOZ1	ATBM	DMOB	COML	COMP	EDSP
			TFLD	HEB2	HRSP	FACL	COST	IADP
					RESL	FDUL	TIME	
					SITL	GSUL		
						MEDL		
						SPUL		
GS-9			FALC	HLCO			PROC	
				HEB1				
				SECO				
GS-10		ICT3	DIVS	ASGS	FBAN	EMTP		CORD
			STPS	ATGS	LTAN			INTL
								PETM
GS-11		PIO2	OPBD	AOBD	PSC2	LSC2	FSC2	ARCH
		LOFR	OSC2			SVBD		IBA2
		SOF2				SUBD		MCCO
								PETL
GS-12	ACAC	DICT (T2)	OSC1		PSC1	LSC1	FSC1	IBA1
	ACPC	PIO1						
	ACLC	SOF1						
GS-13	ACDR	DICT (T1)						

SIGNATURES

This AOP is being executed in counterparts, and becomes effective for each signing agency upon the date of their authorized officials signature. It is the responsibility of the signing agencies to ensure appropriate signatures.

Chief, Bureau of Fire Management Date
Idaho Department of Lands

Contracting Officer Date
USDI, Bureau of Land Management
Idaho State Office

State Fire Management Officer Date
USDI, Bureau of Land Management
Idaho State Office

Contracting Officer Date
USDI, National Park Service
Pacific West Region

Regional Fire Management Officer Date
USDI, National Park Service
Pacific West Region

Contracting Officer Date
USDI, Bureau of Indian Affairs
Northwest Region

Protection Forester Date
USDI, Bureau of Indian Affairs
Northwest Region

Regional Fire Mgmt. Coordinator Date
USDI, Fish and Wildlife Service
Pacific Region

Director, Fire and Aviation Date
US Forest Service, Pacific Northwest Region

Elaine Halland 8/22/16
Agreements Specialist Date
US Forest Service, Northern Region

(FWS) George C. Jensen 8/25/16
Regional Forester Date
US Forest Service, Intermountain Region

Director, Fire, Aviation and Air Date
US Forest Service, Northern Region

EXHIBIT B

PRINCIPAL CONTACTS

PRINCIPAL PROJECT CONTACTS. The principal project contacts for this instrument are as follows. These points of contact will review this Agreement at least annually.

Bureau of Land Management
Paul Petersen
Nevada State Office
1340 Financial Blvd.
Reno, NV 89502
Phone: (775) 861-6670
FAX: (775) 861-6668
E-Mail: ppetersen@blm.gov

Forest Service
Russell Bird
Humboldt-Toiyabe National Forest
1200 Franklin Way
Sparks, NV 89431
Phone: (775) 355-5315
FAX: (775) 355-5399
E-Mail: russellbird@fs.fed.us

Bureau of Indian Affairs
Leon Ben, Jr.
Western Regional Office
Division of Forestry and Fire Management
400 North 5th Street, 2 AZ Center 12th Floor
Phoenix, AZ 85004
Phone: (602) 379-6798
FAX: (602) 379-6826
E-Mail: leon.ben@bia.gov

Forest Service
Kit Bailey
Lake Tahoe Basin Management Unit
35 College Drive
South Lake Tahoe, CA 96150
Phone: (530) 543-2631
FAX: (530) 543-2655
E-Mail: kbailey@fs.fed.us

National Park Service
Robin Wills
Pacific West Region
333 Bush Street, Suite 500
San Francisco, CA 94104
Phone: (415) 2216
FAX: (415) 623-2383
E-Mail: robin_wills@nps.gov

State of Nevada
Joe Freeland
Nevada Division of Forestry
2478 Fairview Drive
Carson City, NV 89701
Phone: (775) 684-2501
FAX: (775) 684-2570
E-Mail: jfreeland@forestry.nv.gov

U.S. Fish and Wildlife Service
NV FMO
Mark (Tim) Rash
1020 New River Parkway, Suite 305
Fallon, NV 89406
Phone: (775) 423-5128 ext. 222
FAX: (775) 423-0416
E-Mail: tim_rash@fws.gov

Bureau of Land Management
Sam Marouk
California State Office
2800 Cottage Way, W-1623
Sacramento, California 95825
Phone: (916) 978-4433
FAX: (916) 978-4438
EMail: smarouk@blm.gov

EXHIBIT C
ANNUAL OPERATING PLAN
PREAMBLE

This operating plan is prepared pursuant to the Master Cooperative Wildland Fire Management and Stafford Act Response Agreement dated 8/5/15. This Statewide Annual Operating Plan (SAOP) will be a working document that is compiled by the Nevada Fire Board of Directors (NFBOD) and shall be attached to and considered EXHIBIT C of the Master Cooperative Wildland Fire Management Agreement. The Agencies signatory to this SAOP will meet annually, prior to the initiation of fire season (April 1) to review this SAOP and update as necessary. This SAOP will include protection area maps for all Agencies, lists of principle personnel, and any other items identified in the parent Agreement as necessary for efficient implementation.

This operating plan supersedes: 2015 Statewide Annual Operating Plan dated 8/5/15.

INTERAGENCY COOPERATION

Interagency Dispatch Centers: There are five Nevada Interagency Dispatch Centers within the state. Specific staffing, funding and level of participation is agreed to and documented in a Local Annual Operating/Financial Plan for each zone of influence. These Plans should be reviewed annually, no later than April 1.

Interagency Resources: Specific staffing, funding and level of participation is agreed to and documented in a Local Annual Operating/Financial Plan for each zone of influence.

PREPAREDNESS

Protection Planning:

The Agencies agree that protection objectives will generally recognize the following priorities:

Potential to harm human life

Potential to destroy:

- Communities
- Community infrastructure (including: long term effects to economic sustainability and viability)
- Historically significant cultural resources and natural resource values
- Commercial business
- Principal residence (year-round homes)
- Non-principal residence (seasonal homes, cabins, etc.)
- Out-buildings (barns, unattached garages, utility buildings, etc.)

Potential to adversely impact cultural and natural resource values

Probability of meeting incident objectives

Specific priorities will be based upon the individual Fire Management Plans which will be formulated in an interagency manner whenever and wherever possible.

Cooperation:

Within Local Annual Operating Plans (LAOP's) a Supporting Agency will, voluntarily or upon request, take initial attack action in support of the Protecting Agency. Voluntary actions by a Supporting Agency will not be reimbursable.

The mutual aid period is defined as: initial dispatch of an incident through hour 24 from time of initial dispatch.

Resources exceeding the mutual aid period will be billed retroactively for the full period from the time of initial dispatch. Resources not exceeding the mutual aid period, even if the fire exceeds the mutual aid period, will not be reimbursed. If an incident is less than 24 hours and/or controlled within the 24 hour time period no billing will occur, with the exception of those resources defined as assistance by hire in Section G. Assistance by Hire and Resource Order Process.

It is understood that the mission and intent of all Agencies is to quickly suppress wildland fires regardless of jurisdiction where identified in a fire management plan. It is considered mutually beneficial to all Agencies to jointly take action as necessary to safely and effectively contain wildland fires. The Agencies agree to enter into a cost share agreement and order and utilize resources as appropriate based upon the anticipated impact of any Agency.

Protection Areas and Boundaries:

Direct Protection Areas (DPA)

For the purposes of this SAOP only State and Federally Protected lands are considered. Those lands protected by other agencies and/or departments are considered Local Responsibility Areas (LRA's) and are not covered by this agreement and SAOP. Those local cooperative agreements and operating plans will be completed at the local unit level by the respective Parties depending on the adjoining jurisdiction. Direct Protection Areas (DPA) includes those lands which are managed by each individual agency. In some instances an agency may have a DPA that is of another jurisdiction. In those situations, they agency would be considered a protecting agency.

Nevada Division of Forestry

The Nevada Division of Forestry is charged with the protection of state and private lands from fire and other threats by Nevada Revised Statute Chapter 472.

Under Nevada's Wildland Fire Protection Program (WFPP), the Division has contracted with the Local Government Jurisdictions within the state. The Division has authority to manage fires and sign Cost Share Agreements for fires in the following counties and/or districts: Carson City, Central Lyon County, Churchill, East Fork FPD, Elko County, Eureka, Humboldt, Lander, Lincoln, Mason Valley FD, North Lyon County, North Lake Tahoe FPD, Nye, Pershing, Smith Valley FD, Storey, Tahoe Douglas FPD, Truckee Meadows FPD, and Washoe Rural areas. See Appendix 1 for a current map of WFPP Participants.

US Forest Service:

Federal Direct Protection Areas for the US Forest Service include all National Forest Systems Lands located in Nevada and parts of California on the Bridgeport and Carson Ranger Districts and the Lake Tahoe Basin Management Unit. The US Forest Service also has direct suppression responsibilities for private lands located in Mono and Alpine Counties. Cal Fire –Nevada Yuba Placer Unit,–Sierra, Lassen, Placer and Nevada Counties under the sub-geographic annual operating plan tiered to the California Master

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Cooperative Wildland Fire Management and Stafford Act Response Agreement (FS #13-FI-11052012-148). The USFS has offset protection with California Department of Forestry for lands located in Alpine and Sierra Counties.

Bureau of Land Management

Federal Direct Protection Areas for the BLM include Bureau of Land Management administered lands in Nevada, including lands managed by BLM Northern California District (NOD), BIA/Tribal Trust Lands in Nevada, a portion of BLM located in Alpine and Lassen Counties in California.

National Park Service

The Federal Direct Protection Areas includes all lands administered by the National Park Service in Nevada to include Great Basin National Park, portions of Death Valley National Park, and Lake Mead National Recreation Area and portions of Mohave County, AZ.

Bureau of Indian Affairs

Initial attack responsibilities are provided by Nevada BLM under a formal agreement. BIA will assist with the Fire Decision documentation as needed for extended and/or large fires. The exception to the BIA/BLM agreement is the Fort Mojave Indian Reservation in southern Nevada. The Shoshone-Paiute Tribe is self-determined and will provide management of their wildland fire program. However, Shoshone-Paiute is still eligible to receive federal assistance for extended and large fire support.

US Fish and Wildlife Service

The Federal Direct Protection Areas include all lands administered by the U.S. Fish and Wildlife Service within the state. Some areas will be protected under agreement and will be identified in local annual operating plans.

Reciprocal Fire Assistance: As deemed appropriate, the Agencies may, by agreement, establish reciprocal initial attack zones for lands of intermingled or adjoining protection responsibility. Such agreement will be documented in local operating plans.

Joint Projects and Project Plans: Reference Exhibit I – Annual Operating Plan for Fuels Management.

Fire Prevention Policies: Whenever possible, prevention and education activities will be coordinated and conducted on an interagency basis. The NFBOD will assure that fire prevention goals, objectives, and activities are planned at local and state-wide levels. Specific fire prevention plans will be developed by local interagency fire prevention committees. Agencies may pool resources and share costs of wildfire prevention activities.

Public Use Restrictions: Implementation of restrictions and closures shall be coordinated with all appropriate agencies.

Burning Permit Procedures:

Burning permit procedures, where applicable, will be included in local annual operating plans.

Prescribed Fire and Fuels Management:

Signatories to this agreement will cooperate and collaborate in the development, prioritization, and implementation of fuels and vegetative management projects. The goals are to coordinate a sound, collaborative approach for reducing wildland fire risk to communities, and to restore and maintain land health within fire-prone areas. Vegetative management projects must be in accordance with objectives

outlined in the National Fire Plan, Restoring Fire-Adapted Ecosystems on Federal Lands, the 10-Year Comprehensive Strategy, the Healthy Forest Initiative, and the Healthy Forest Restoration Act.

The State and Federal Agencies agree to cooperate in the development and implementation of fuels management projects.

Any Party to this Agreement may provide assistance to another Party as requested and agreed to for the purposes of performing prescribed fire and other fuels management. Conditions of the assistance and details related to reimbursement will be agreed to and documented in a separate agreement. (Reference Fire Business Management, Clause 36, Section B, Billing for Non-Suppression Activities and Exhibit I).

Wildland fires resulting from escaped prescribed fires that were ignited by, managed at the direction of, under the supervision of the agencies to this agreement shall be the responsibility of the jurisdictional agency. Unless otherwise agreed to by the involved Parties all suppression costs are the responsibility of the jurisdictional agency.

Wildland Fire Management:

The Wildland Fire Leadership Council (WFLC) approved modifications to the “Interagency Strategy for the Implementation of Federal Wildland Fire Management Policy (2003)” on March 24, 2008. The revisions allow the ability to manage a single wildland fire for one or more objectives and or strategies. Reference Guidance for Implementation of Federal Wildland Fire Management Policy, dated February 13, 2009.

These guidelines provide for managing individual wildfires providing all wildfire management decisions are consistent with existing Land Management Plan or Resource Management Plan.

The jurisdictional agency will be responsible for funding wildland fire and the preparation of the WFDSS. Billing for assistance between federal agencies will follow guidance set in the Cooperative Wildland Fire Protection agreement using the same criteria used in suppression fires.

The jurisdictional agency responsible for the fire will involve all neighboring jurisdictions in decisions to manage a wildfire that could cross property where ecological restoration is the desired outcome; the jurisdictional agency will assume responsibility for suppression costs unless agreed to otherwise in a cost share agreement. In cases where there are multiple management objectives, a cost share agreement may be negotiated on a case by case basis.

Cost share agreements will be resolved by the signature Parties or if consensus cannot be reached, resolution will be elevated to the next higher level of management for resolution.

The following examples demonstrate how costs might be apportioned in different situations:

Example 1: A wildland fire managed for multiple resource objectives with no strategy for full suppression starts on a Federal jurisdiction, and escapes onto private lands under the protection of the State. The State has the responsibility to respond to the fire on private lands. The suppression costs will be billed to the Federal Agency, who is the jurisdictional agency.

Example 2: A prescribed fire burning on private industrial forest lands, (the State is the protecting agency) escapes and spreads onto Federal Lands. The Federal agency suppressed the fire on Federal lands, and incurs costs. The suppression costs will be billed to the appropriate State.

Example 3: A wildland fire managed with multiple fire management strategies burns onto multiple jurisdictions. The cost share will be negotiated by unit administrators. For example: If Divisions A–C are being managed under full suppression, costs would be shared among

jurisdictional agencies. If Divisions D and E are managed for multiple resource objectives on Federal lands and escape onto private land, costs would be billed to the appropriate Federal Agency.

Smoke Management:

Smoke management activities will be coordinated with the Nevada Division of Environmental Protection. An MOU has been issued that outlines the specifics of smoke management within Nevada. See Exhibit K.

OPERATIONS

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. Likewise, Protecting Agencies will promptly inform Jurisdictional Agencies whenever they take action on fires for which the Protecting Agency is responsible. Fire reporting information will be sent to Jurisdictional Agencies no later than 10 days after the fire is declared out. This is particularly important during off season when action is taken on one another's jurisdiction.

Boundary Line Fires:

Except for Mutual Aid all requests for fire suppression assistance in an agency's Direct Protection Area (DPA) shall be Assistance by Hire. Any other resources provided by a supporting agency and not specifically ordered by the protecting agency, shall be considered voluntary contribution.

Unsolicited Action on Lands Protected by another Agency:

Except as otherwise limited in annual operating plans, nothing herein shall prohibit any Agency, on its own initiative, from going upon lands known to be protected by another Agency to this Agreement to engage in suppression of wildfires, when such fires are a threat to lands that are that Agency's protection responsibility. In such instances, the Agency taking action will promptly notify the protecting Agency. These Protecting Agencies' actions will be commensurate with the jurisdictional agencies land management considerations, and be subject to the laws and regulations of the jurisdictional agency.

Boundary Fires including Unified Command and Cost Sharing:

Any and all requests for emergency assistance and incident support on cross boundary incidents must be clear and precise and shall be processed and recorded through a single dispatching center identified by the Incident Commanders of both Agencies (Unified Command) and supported by order and request numbers.

Move-up and Cover:

"Move-up and Cover" is the reallocation of fire suppression resources from their established location to a temporary location. For this agreement, "Move-up and Cover" is limited to moving SUPPORTING AGENCY resources to PROTECTING AGENCY facilities which have been temporarily vacated because of emergency activity. Assistance by Hire will apply unless the fire is located in an area of predetermined aid (as agreed to in this Agreement).

Dispatch of Resources:

All resources dispatched to incidents will be in the roster prescribed in ROSS i.e. individuals assigned A, C and E resource order numbers with the exception of IX (a) Billing Procedures Part A. All Resource Orders

will be reconciled no later than 10 days after the incident is declared out.

Any resource mobilized to a federal wildland fire must be dispatched from an interagency dispatch office or Department of Emergency Management Center (DEMC) or will be considered to be “self-dispatched” and may not be reimbursed for costs.

Rates for Federal Excess Personal Property Program – FEPP:

Under the FEPP program, FEPP rates apply when federal property is loaned to the State Forester, who may place it with local fire departments to improve local fire programs. If this loaned federal property is used on a FEDERAL incident, the STATE will only charge the FEDERAL AGENCY for operating costs that include maintenance, fuel, and oil. Charges may not include amortization, depreciation, replacement costs, modification, start-up costs, or related charges.

Repair of Suppression Activity Damage:

Repair of suppression related activity damage (e.g., spreading of dozer berms, installations of water bars, minor road repairs, minor fence repair, dozer line seeding, etc.) will normally be done by the Party with direct protection responsibility for the fire as an integral part of overhaul/mop-up and is billable and included in the cost share agreements. Any rehabilitation beyond this level may be the responsibility of the landowner/jurisdictional agency.

After Action Reviews:

In an effort to exchange information and provide an opportunity for “Lessons Learned” all agencies agree to invite all Parties involved in a multi-jurisdictional, multi-agency response for an informational after action review of the incident. All agencies agree to review processes that worked well that should be reinforced and those processes that need improvement.

Pre-Season:

All agencies will ensure that pre-season meetings with cooperators occur before fire season. The meetings will at minimum cover response areas by agency, dispatch operations, chief officer cooperation, special response area and response restrictions, and communication systems.

Supplemental Fire Department Resources:

There are situations when additional support personnel are necessary for national mobilization and the need can be filled by supplemental personnel available to the fire district. When this situation arises resources will be mobilized and paid via the process outlined in Exhibit L.

Preparedness Reviews:

The Nevada Interagency Fire Operations Committee should work with each respective agency to jointly conduct and implement interagency fire preparedness reviews.

Public Information:

Where appropriate all fire information press releases will be coordinated with all interagency partners.

Incident Business Advisor:

For all Type 1 and Type 2 incidents, involved agencies will be represented by an Incident Business Advisor (IBA). This representative will ensure individual agency’s financial obligations are within agency policies

and authorities. It is strongly suggested that an IBA or local incident business representative be ordered for Type 3 incidents.

Land Management Considerations:

Throughout Nevada individual agencies have specified areas of special consideration for suppression actions, these are based on invasive species mainly cheatgrass, threatened and endangered species namely Sage Grouse and Desert Tortoise habitat, and areas that will allow the full range of objectives to be utilized. Local dispatch centers and individual agency Fire Management Plans outline the specifics for Nevada.

Delegation of Authority:

Agencies will adhere to the standards for Delegations of Authority outlined in the Interagency Standards for Fire and Fire Aviation Operations (Red Book).

Resource Advisors:

Resource Advisors will be utilized on incidents whenever possible. If incidents are multiple jurisdictional, Resource Advisor(s) may represent other agencies interests in addition to the employing agency. This will require close coordination with the agencies affected.

Personal Protective Equipment:

All personnel are required to use Personal Protective Equipment (PPE) appropriate for their duties and/or as identified in JHAs/RAs and or NFPA standards. Employees must be trained to use safety equipment effectively.

Required Fireline PPE includes but is not limited to:

- Wildland fire boots
- Fire shelter (M-2002)
- Hard hat with chinstrap
- Goggles/safety glasses (as identified by JHAs/RAs)
- Ear plugs/hearing protection
- Yellow long-sleeved flame resistant shirt
- Flame resistant trousers
- Leather or leather/flame resistant combination gloves. Flight gloves are not approved for fireline use.

Aerial Application of Fire Retardant and Avoidance Issues:

- Avoidance maps will be prepared and made available for all Forest Service lands and reviewed pre-season and during any fire incident with the assigned IC or IMT.
- Avoidance issues related to aerial retardant on all Forest Service lands will be monitored and any mishaps will be reported following protocols established in the "Record of Decision" issued in 2011. See website below for detailed instructions

<http://www.fs.fed.us/fire/retardant/index.html>

USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES

Acquisition of Services:

A. Closest Forces

All agencies agree to adopt the "Closest Forces" concept for initial attack. This philosophy dictates that the closest available appropriate resource regardless of ownership shall be utilized initially. The emphasis to get the closest appropriate resources to respond to initial attack fires is in the best interest of all agencies. This concept of "Closest Forces" will also be applied to ongoing incidents whenever there is a critical and immediate need for the protection of life and property. Beyond initial attack, the "Closest Forces" concept is modified and the respective agencies will request the most appropriate resource to aid in the suppression of a wildfire.

B. Payment Of Structure Protection

Structure protection forces are defined as resources ordered by the Incident Commander specifically for the purpose of directly protecting structures and/or suppressing structure fires. Typically these resources are certified, trained, and equipped to suppress structure fires. When structure resources are no longer needed on an incident they will be a priority for release.

For wildfires **within each** respective Agencies DPA, the financial responsibility for the protection and suppression of structures remains with the Agency who has statutory responsibility for structure suppression and protection.

For incidents **involving both** Agencies DPAs the cost share agreement should reflect the DEPARTMENT'S structure protection/suppression responsibilities and financial obligation within its jurisdiction.

C. Non-Billable Items

The following items are NOT considered billable by the Agencies:

1. Agency Overhead personnel performing agency specific duties and not assigned to the incident
2. Non-expendable accountable property
3. Interest and indemnities payments
4. Agency specific Burned Area Emergency Rehabilitation (BAER) beyond suppression damage rehab
5. False Alarms with the exception of aircraft and hand crews

D. Billable and Shareable

Indirect Costs Not On Resource Orders:

There are associated costs that both State and Federal Agencies incur in providing resources to an incident. Per the Cooperative Fire Protection Agreement, Clause 29, Assistance by Hire; personnel, equipment, supplies or services provided by a supporting agency and essential to filling the resource order, which are necessary and reasonable, shall be considered as reimbursable as Assistance by Hire. While, on the surface, they are not ordered "by and for the incident," they are necessary to mobilize ordered resources or acquire services for the

incident and are valid charges (i.e. mobilization of crews, equipment contractors etc). These associated costs that are a result of the incident are considered to be an added cost to the agency. These activities may not be “documented” on a resource order and will be billed using agency specific financial system reports.

Examples include but are not limited to:

- **Dispatchers**
- **Airbase Costs:** includes salaries, travel expenses, retardant and supplies associated with the airbase in support of the incident.
- **Warehouse/Cache:** includes local and regional cache personnel and associated transportation costs when performing activities in support of the incident.
- **Mobilization Centers:** includes personnel performing activities within a mob center in support of the incident. These mobilization centers are established by agencies to support the incident.
- **Travel Per Diem/Transportation Costs:** includes mileage and lodging/meals and incidental expenses incurred while enroute to/from the incident or not provided at the incident. These expenses shall not exceed the published General Services Administration (GSA) allowable rates. Exception: In those instances where the GSA lodging rate (excluding room taxes) cannot be obtained shall be documented and provided with billing invoice.
- **Temporary Incident Payment Center Activity:** includes personnel performing activities in support of the incident, which may include salaries, travel expenses, supplies and temporary facility rental.
- **Agency Support Cost Covered Under Specific Labor Agreements:** includes cost of lodging/per diem and related mileage to and from the incident.
- **Backfill:** backfill coverage for shift firefighters assigned to fire stations will be billable to the incident. The overtime for the backfill will be billed to the incident and the regular time for the person on the incident will not be billed.
- **Invoice Preparation:** includes charges by agency staff for the preparation of incident billing documents/packages.
- **Correction Officers:** all time for correction officers will be fully reimbursable. Base pay and overtime is reimbursable if there is no back fill. If Corrections back fills then only overtime for correctional officer and backfill is reimbursable.
- **Compensated Days off at End of Incident:** It is agreed that employees of the Parties to this Agreement shall at all times be subject only to the laws, regulations, and rules governing their employment, regardless of agency, and shall not be entitled to compensation or other benefits of any kind other than that specifically provided by the terms of their employment.

Assistance by Hire and Resource Order Process:

Hand crews, aviation resources, and contracted resources are considered to be assistance by hire and will be

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billed for the full period from the time of initial dispatch. For billing purposes, all resources subject to billing must be documented (i.e. on a resource order, WildCAD) with exceptions noted in Reimbursable Billings and Payments, Exhibit D.

Aircraft Costs:

All aviation resources will be considered assistance by hire as outlined in the Annual Operating Plan Section 5, H. Billing will include availability, flight costs, landing fees, retardant, aircraft support equipment charges, and per diem expenses when aircraft are held overnight. Aircraft charges for flight time will be billed on appropriate agency flight documents (FS-122 or 23E). These documents will be submitted to the specific agency and payment will occur for items documented on the flight record.

Handcrews:

Will always be assistance by hire and charged accordingly. NDF conservation crews will be billed at current State fiscal year rates. NDF Crew orders will include Crew Bosses and Crew Representative/Liaison shown on the resource order.

Medical and First Aid Services:

All agencies utilize various medical treatment and first aid programs on incidents. These costs, as well as the Incident Medical Unit costs, are shareable and billable.

Sonoma Kitchen:

Sonoma Kitchens operated by the Nevada Division of Forestry are available for emergency assignments through normal dispatch procedures and follow National Mobilization Guide rules for food catering. Food, beverages and other meal supplies, as well as an NDF Conservation Camp Crew, Crew Truck and Support Trailer will be provided by the Division of Forestry based on orders (number of meals required) supplied by the incident (or ordering Agency). The actual cost of meals served will be billed to the incident agency.

Warehouse/Cache:

Agencies will use the closest available warehouse/cache for incident support.

Vehicle Expenses:

There are various types of rates for agency vehicles. These are: Daily Rates, Use Rates, Mileage Rates, Hourly Rates, and FOR (Fixed Operating Rate) Rates. Any of these expenses may be legitimately charged to incidents. Actual hours will be charged for vehicles that are reimbursed by the hour, there will be no portal-to-portal or guaranteed hours for vehicle charges. Vehicles will only be charged a daily rate once per day regardless of the number of incidents the vehicle is used on in a day.

These Daily/Use Rates are based on and intended to cover the costs of normal operation and normal wear and tear such as tire repairs, fuel, and oil/oil filter changes. Oil and filter changes and tire replacements that are not within normal cycles are legitimate charges to individual incidents, and are excluded in the historical calculation of Daily/Use and FOR Rates. (FEPP equipment will be billed for actual costs).

Expenses charged to an incident, which are related to reasonable repair work needed to keep equipment working on a going incident, may be shareable and billable outside of the mutual aid period. These expenses may include labor and parts for contractors or Federal and State Cooperators. All expenses need to be documented on a resource order and provided in the billing package.

Federal and State agency vehicles costs are generally figured "wet." If fuel, oil, etc. are provided to another

agency's "wet" vehicles, those charges are billable.

Training:

Nevada training needs will be assessed and identified by the agencies to the Nevada Training Committee, who will coordinate course with the Great Basin Training Unit. Individual agencies may present training courses based upon need and will allow these courses to be open to any agency Party to this agreement. Agencies will cover travel and salary for their employees attending courses.

Nevada agencies will continue to coordinate a statewide "Rookie School" and any additional rural fire training through the Nevada Training Committee.

Use of Trainees:

IMT's are not limited to the total number of trainees they have assigned but they can only staff with a maximum of a 1:1 ratio of Qualified Position/Trainee (example: If you have two qualified OSC2's, the maximum number of OSC2 (T) you can staff is two). Incident Commanders may negotiate additional positions with Agency Administrators.

Communication Systems:

All agencies Party to this agreement, agree to share FM frequencies and Air to Air frequencies for initial 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 explored on a local basis.

Fire Weather Systems:

All agencies Party to this agreement, agree to maintain their individual agency Remote Automated Weather Stations and allow access to weather data through the national systems. Great Basin Coordination Center will maintain data links from the Predictive Services webpage and will be the focal point for all weather and predictive services tools for Nevada.

Aviation Operations:

Parties agree to conduct aviation operations following the interagency guidelines outlined in the Forest Service and Department of Interior, Office of Aviation Services manuals and handbooks. Aviation operations will be closely coordinated on all incidents in the most efficient and effective manner possible.

All aviation resources ordered will be considered assistance for hire. Response to false alarms or resources cancelled enroute will be billable.

Billings for National Guard aircraft must have a completed FS-122 or OAS-23 signed by an authorized government employee. A copy of the Nevada National Guard AOP is available for reference from NDF.

Billing Procedures/Financial Plan: Reference Exhibit D – Reimbursable Billings and Payments. Exhibit D must be updated annually in conjunction with this Annual Operating Plan.

Suppression Billings: Reference Exhibit D

Third Party Cost Recovery: In responding to and suppressing a wildland fire, the agency that has the land management jurisdiction/administration role (i.e., the agency that administers the lands where the fire ignited) is considered the "lead" agency. Other agencies, which provide fire protection or perform other fire related services, are considered "cooperating agencies." The lead agency is responsible for

determining the fire origin and cause of ignition and the suspected person who or entity that negligently or intentionally ignited the fire. The cooperating agency law enforcement and/or fire investigation personnel will assist the lead agency in making those assessments. Consequently, at the outset of the investigation, the lead agency must invite federal enforcement personnel or other appropriate fire investigation personnel to work jointly with the lead agency to determine the fire cause and origin and determine whether the fire was human and negligently caused. Should the lead agency choose not to investigate, and/or the fire originates on private lands, the lead agency must invite federal law enforcement officers to investigate the fire.

For all fire trespass matters, cooperating agencies will provide cost figures and cost documentation to the lead agency. Such costs include fire suppression, natural resource damages, emergency stabilization, and rehabilitation. Cooperating agencies will provide an estimate of these costs to the lead agency within 120 days of the fire being declared out. As final costs are determined, this information also will be provided to the lead agency.

EXHIBIT D
REIMBURSEABLE BILLINGS AND PAYMENTS

1) Suppression Billings

1. **Federal Billings:** Federal Agencies will not bill each other for fire suppression support. Federal Agencies will submit bills for their reimbursable costs to NDF whenever NDF is the protecting Agency and a billing is appropriate.
 - a. **WFPP Billings:** Federal Agencies will bill NDF for reimbursable costs for those fires in which a WFPP agreement exists between NDF and the jurisdictional agency.
2. **State Billings:** The NDF will bill the protecting Agency for reimbursable costs whenever a billing is appropriate. If NDF responds to a Federal Agency fire outside of Nevada, NDF will bill all applicable costs to the appropriate Federal Agency. If NDF responds to a non-Federal fire outside of Nevada, NDF will bill all applicable costs to the Humboldt-Toiyabe National Forest. Annual Operating Plans will include billing contact and location information.
 - a. **WFPP Billings:** NDF will be the billing agency for those fires in which a WFPP agreement between NDF and the jurisdictional agency is in place.
3. **Cost Share Billings:** The lead agency for cost share negotiation is determined by the selected methodology for cost sharing, i.e. largest percentage of acres burned. The lead agency will be the primary agency for all documentation of that incident. The lead agency will schedule a meeting with the other signatories and supporting agencies for a cost share settlement. This meeting will occur prior to billing. All Parties will bring their total known costs and backup documentation sufficient to tie the expenditures to the incident to the meeting. The combined federal costs as supported by the necessary backup will be the figure used to determine percentage for adjudicating fiscal responsibility in the billings between the federal agencies and NDF. Contested items will be resolved by the signature Parties or if consensus cannot be reached, these costs will be elevated to the next higher level of management for resolution.

Cost share settlements should occur prior to any FMAG submission or civil litigation being taken. In those situations where all cooperating agencies who are Party to the cost share agreement have collected civil cost recovery or court ordered restitution prior to settlement, those collections will be deducted from those agency costs brought to the settlement. Actions that do not fit given above situation or those addressed in the Cooperative Fire Protection Agreement will be referred to the Nevada Fire Business Working Group (NFBWG). See Exhibit F for a cost share agreement template.

Cost share agreements will be completed and distributed **within 10 days** of the incident being declared out.

4. Billing Estimates and Time Frames:

On fires where costs are incurred pursuant to the terms of this agreement, the Billing Agency shall submit an estimate for reimbursement as soon as possible, but no later than 180 days after the fire is declared out. If the total cost is not known at the time of the initial billing, a partial bill or estimated bill, so identified, may be submitted. In those instances where a written extension of time granted by the reimbursing agency because of circumstances outside the control of the invoicing agency, the final itemized claim must be submitted to the reimbursing agency within 270 days of the suppression action.

The Incident Business representatives from each of the agencies that will issue a bill related to the cost share will meet no later than 180 days after the incident is declared to be out to gather and adjudicate costs, validate required backup documentation, and agree on final fire billings. Contested items will be resolved by the signatory cost share Parties. If consensus cannot be reached, those items of concern will be elevated to the next higher level of management for resolution. After all costs have been validated and agreed upon a bill will be issued to the appropriate cooperator.

If one or more agencies are unable to complete their process and unable to provide or include their actual expenditures (and substantiating documentation) within this time frame, the other agency(ies) will proceed with processing and submitting their fire billings containing their costs using the established cost share percentages owned by each cooperator. Recipient cooperators will pay those billings, and later (within the maximum 270 days allowable) submit their billings also using the allowable cost share percentages. This may be waived in favor of waiting until all Parties have their costs gathered, if all Parties agree.

II) Electronic Funds Transfer (EFT): NDF shall designate a financial institution or an authorized payment agent through which a federal payment may be made in accordance with U.S. Treasury Regulations, Money, and Finance at 31 CFR 208, which requires that federal payments are to be made by EFT to the maximum extent possible. A waiver may be requested and payments received by check by certifying in writing that one of the following situations apply:

1. The payment recipient does not have an account at a financial institution, or
2. EFT creates a financial hardship because direct deposit will cost the payment recipient more than receiving the check, or
3. The payment recipient has a physical or mental disability, or a geographic, language, or literacy barrier.

In order to receive EFT payments, NDF shall register in the System for Award Management (SAM) at www.sam.gov and follow the instructions on line.

III) Billing Content: A separate bill will be submitted for each fire. Bills will be identified by fire name, location, jurisdictional unit, appropriate order number, and will be supported by backup documentation (refer to Page 19 # Exhibit A, Reimbursable Costs)

Bills will contain at a minimum:

- Cooperator name, address, phone number and agency financial contact
- Agreement number Inclusive dates
- Name of incident
- Location and jurisdictional unit
- Copies of Resource Orders (in rare instances, such as diverted aircraft or other resources, WildCAD or payment documents FS-6500-122, OAS 23E, OF-297 signed by receiving incident personnel will be accepted)
- WildCAD, and other Agency's supporting documentation
- Valid incident number and State and Federal job codes
- Summary cost reports generated by the Agency to support the billing, including applicable cost share agreements.
- DUNS # if appropriate

Generally cost source documents will not be required unless summary cost data is disputed or another agency requires source documents (i.e., FEMA).

Summary and cost data supporting documents will include, but are not limited to, a list of personnel expenses including base, overtime, and travel and a listing by vendor name and amount spent for supplies and services procured. Billings for fire suppression assistance may include reimbursable costs (see Exhibit A, Glossary), but will not be assessed indirect cost rates. Federal Agencies will not bill each other for indirect costs for preparedness activities. If the billing agency determines that it is not able to, or not cost effective to provide backup and supporting documentation that meets the principles of GAAP, those expenditures will NOT be billed.

IV) Payment Due: Whenever this Agreement provides for billing, the agency receiving the bill has an obligation to pay in accordance with the terms of this Agreement. All bills will be paid in accordance with the paying Agency's prompt payment procedures. Final agreed upon bills will be due 30 days after date of issuance.

1. **Contested Billings:** Written notice that a bill is contested will be mailed to the billing Agency within 30 days of issuance of the final bill and will fully explain the contested items. Contested items will be resolved not later than 30 days following receipt of the written notice. Depending on the extent of the contested items within the original billing, a new billing will be issued.
2. **Obligations:** For yearend obligation purposes, and closing purposes, all Parties to this agreement will make every effort to provide incident billings within a timeframe that will meet the year-end closing constraints of the Party being billed. When requested, estimates will be provided for incidents that have not been submitted for billing.

V) Fee Basis Acquisition of Services:

Annual Statewide or local operating plans and procurement documents will establish billing procedures for Fee Basis Protection Services. An indirect cost rate will not be assessed.

Assistance by hire refers to those fire suppression resources that are to be paid for by the Protecting Agency on a full reimbursement basis in accordance with the Interagency Incident Business Management Handbook.

All requests to hire fire protection assistance must be clear and precise. All requests shall be processed and recorded through the dispatching systems of the participating agencies on Resource Orders. Personnel, equipment, supplies or services provided by a supporting agency and essential to filling the resource order, which are necessary and reasonable, shall be considered reimbursable as Assistance by Hire. The state may provide out-of-state assistance to the Federal Agencies when requested. Such assistance will be Assistance by Hire unless otherwise specified as mutual aid in Operating Plans pursuant to this agreement.

Except for Mutual Aid, all requests for fire suppression assistance in an agency's Direct Protection Area (DPA) shall be Assistance by Hire. This includes all aircraft and NDF conservation crews. NDF crews will be billed at current State fiscal rates. Any other resources provided by a supporting agency and not specifically ordered by the protecting agency, shall be considered voluntary contribution.

Use rates for all State and Federal Agency-owned motorized ground equipment (including operators) provided as Assistance by Hire shall be paid at the rate established by each agency for its equipment. Rates for motorized equipment will include all operating costs for equipment. Charges for motor fuels and lubricant costs supplied by the Protecting Agency will be billed separately. Daily, hourly, or use rates will be given to cooperating agencies upon request.

VI) Non-Suppression Billings:

The Agencies to this Agreement may bill for activities not related to fire suppression within their authorities. For example, within existing legal authorities, this may include reimbursement to states for expenses incurred in accepting dispatches in response to non-wildfire emergencies. Billing arrangements for such activities will be documented on procurement documents or project plans (see Exhibit E) and an indirect cost rate will be assessed. Provisions described above also apply to these billings. Billings will outline services performed and include a copy of, or reference, the applicable operating plan.

VII) Third Party Payments:

Third Parties may be utilized for fire management services by the Agencies to this Agreement, when agreed to by the affected agencies. Resource orders for third Parties' personnel and equipment will be made through and tracked by the Nevada Department of Emergency Management. Payment for services rendered by the third Party(ies) will be submitted to their local cooperating federal agency. Each invoice shall contain a "remit to address" and a "DUNS" number and be submitted within 120 days of completion of the fire management services, unless a written request for an extension has been granted.

Signatures:

IN WITNESS WHEREOF, This agreement will be considered in effect for any agency once it is signed by that agency's representative and will remain in effect until superseded. This operating plan supersedes the 2015 Statewide Annual Operating Plan.

Acting

**USDI FISH AND WILDLIFE SERVICE
Pacific Southwest Region**

Regional Director
Date: 7/6/14

Contracting Officer FWS
Date: _____

**USDI BUREAU OF LAND MANAGEMENT
Nevada State Office**

State Director
Date: _____

Contracting Officer BLM (NV)
Date: _____

**USDA – Forest Service
Intermountain Region (4)**

Regional Forester
Date: _____

Grants & Agreements Specialist Forest Service
(R4)
Date: _____

**USDI NATIONAL PARK SERVICE
Pacific West Region**

Regional Director
Date: _____

Contracting Officer NPS
Date: _____

**USDI BUREAU OF LAND MANAGEMENT
California State Office**

State Director
Date: _____

Contracting Officer BLM (CA)
Date: _____

**USDA – Forest Service
Pacific Southwest Region (5)**

Regional Forester
Date: _____

Grants & Agreements Specialist Forest Service
(R5)
Date: _____

Signatures:

IN WITNESS WHEREOF, This agreement will be considered in effect for any agency once it is signed by that agency's representative and will remain in effect until superseded. This operating plan supersedes the 2015 Statewide Annual Operating Plan.

**USDI FISH AND WILDLIFE SERVICE
Pacific Southwest Region**

Regional Director
Date: _____

Contracting Officer FWS
Date: _____

**USDI NATIONAL PARK SERVICE
Pacific West Region**

Regional Director
Date: _____

Contracting Officer NPS
Date: _____

**USDI BUREAU OF LAND MANAGEMENT
Nevada State Office**



State Director
Date: 24 May 2016

David W. Appold

Contracting Officer BLM (NV)
Date: 5/24/16

**USDI BUREAU OF LAND MANAGEMENT
California State Office**

State Director
Date: _____

Contracting Officer BLM (CA)
Date: _____

**USDA – Forest Service
Intermountain Region (4)**

Regional Forester
Date: _____

Grants & Agreements Specialist Forest Service
(R4)
Date: _____

**USDA – Forest Service
Pacific Southwest Region (5)**

Regional Forester
Date: _____

Grants & Agreements Specialist Forest Service
(R5)
Date: _____

Signatures:

IN WITNESS WHEREOF, This agreement will be considered in effect for any agency once it is signed by that agency's representative and will remain in effect until superseded. This operating plan supersedes the 2015 Statewide Annual Operating Plan.

**USDI FISH AND WILDLIFE SERVICE
Pacific Southwest Region**

Regional Director
Date: _____

Contracting Officer FWS
Date: _____

**USDI BUREAU OF LAND MANAGEMENT
Nevada State Office**

State Director
Date: _____

Contracting Officer BLM (NV)
Date: _____

**USDA - Forest Service
Intermountain Region (4)**

Yea Christensen

Regional Forester *Master 15-FI-11046000-032*
Date: *5/25/2016*

Paula Pickering

Grants & Agreements Specialist Forest Service
(R4)
Date: *5/24/2016*

**USDI NATIONAL PARK SERVICE
Pacific West Region**

Regional Director
Date: _____

Contracting Officer NPS
Date: _____

**USDI BUREAU OF LAND MANAGEMENT
California State Office**

State Director
Date: _____

Contracting Officer BLM (CA)
Date: _____

**USDA - Forest Service
Pacific Southwest Region (5)**

Regional Forester
Date: _____

Grants & Agreements Specialist Forest Service
(R5)
Date: _____

Signatures:

IN WITNESS WHEREOF, This agreement will be considered in effect for any agency once it is signed by that agency's representative and will remain in effect until superseded. This operating plan supersedes the 2015 Statewide Annual Operating Plan.

**USDI FISH AND WILDLIFE SERVICE
Pacific Southwest Region**

Regional Director
Date: _____

Contracting Officer FWS
Date: _____

**USDI BUREAU OF LAND MANAGEMENT
Nevada State Office**

State Director
Date: _____

Contracting Officer BLM (NV)
Date: _____

**USDA – Forest Service
Intermountain Region (4)**

Regional Forester
Date: _____

Grants & Agreements Specialist Forest Service (R4)
Date: _____

**USDI NATIONAL PARK SERVICE
Pacific West Region**

Regional Director
Date: _____

Contracting Officer NPS
Date: _____

**USDI BUREAU OF LAND MANAGEMENT
California State Office**

State Director
Date: June 30, 2016.

Contracting Officer BLM (CA)
Date: 6/30/16

**USDA – Forest Service
Pacific Southwest Region (5)**

Regional Forester
Date: _____

Grants & Agreements Specialist Forest Service (R5)
Date: _____

Signatures:

IN WITNESS WHEREOF, This agreement will be considered in effect for any agency once it is signed by that agency's representative and will remain in effect until superseded. This operating plan supersedes the 2015 Statewide Annual Operating Plan.

Acting

**USDI FISH AND WILDLIFE SERVICE
Pacific Southwest Region**

[Signature]
Regional Director
Date: 1/6/16

Contracting Officer **FWS**
Date: _____

**USDI NATIONAL PARK SERVICE
Pacific West Region**

Regional Director
Date: _____

Contracting Officer **NPS**
Date: _____

**USDI BUREAU OF LAND MANAGEMENT
Nevada State Office**

State Director
Date: _____

Contracting Officer **BLM (NV)**
Date: _____

**USDI BUREAU OF LAND MANAGEMENT
California State Office**

State Director
Date: _____

Contracting Officer **BLM (CA)**
Date: _____

**USDA – Forest Service
Intermountain Region (4)**

Regional Forester
Date: _____

Grants & Agreements Specialist Forest Service
(R4)
Date: _____

**USDA – Forest Service
Pacific Southwest Region (5)**

[Signature]
Regional Forester **Randy Moore**
Date: 12/16/16

[Signature]
Grants & Agreements Specialist Forest Service
(R5) **Constance Zipperer**
Date: 10 December 2016

USDI – BUREAU OF INDIAN AFFAIRS
Western Regional Office



Regional Director

Date: 11/30/16



Contracting Officer

Date: 11/29/16

STATE OF NEVADA
Division of Forestry

State Forester - Firewarden

Date: _____

Deputy Administrator

Date: _____

**USDI – BUREAU OF INDIAN AFFAIRS
Western Regional Office**

Regional Director

Date: _____

Contracting Officer

Date: _____

**STATE OF NEVADA
Division of Forestry**



State Forester - Firewarden

Date: 6/29/2016



Deputy Administrator

Date: 6/29/16

Contracting Officer
Date: _____
USDI BUREAU OF LAND MANAGEMENT
NEVADA STATE OFFICE

Contracting Officer
Date: _____
USDI BUREAU OF LAND MANAGEMENT
IDAHO STATE OFFICE

State Director
Date: _____

State Director
Date: _____

Contracting Officer
Date: _____

Contracting Officer
Date: _____

USDI BUREAU OF LAND MANAGEMENT
UTAH STATE OFFICE

USDI BUREAU OF LAND MANAGEMENT
ARIZONA STATE OFFICE

State Director
Date: _____

State Director
Date: _____

Contracting Officer
Date: _____

Contracting Officer
Date: _____

USDI NATIONAL PARK SERVICE
INTERMOUNTAIN REGION

USDI NATIONAL PARK SERVICE
PACIFIC-WEST REGION

Regional Director
Date: _____

Regional Director
Date: 2/24/2016

Contracting Officer
Date: _____

Contracting Officer
Date: 2/3/2016

Markell

James V. Schmitt