

**IDAHO COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT
AGREEMENT**

Between

UNITED STATES DEPARTMENT OF THE INTERIOR

BUREAU OF LAND MANAGEMENT

IDAHO

ID-SO-2017-08

NATIONAL PARK SERVICE

PACIFIC WEST REGION

P16AC0166Z

BUREAU OF INDIAN AFFAIRS

NORTHWEST REGION

(agreement number)

UNITED STATES FISH AND WILDLIFE SERVICE

PACIFIC REGION

(agreement number)

UNITED STATES DEPARTMENT OF AGRICULTURE

FOREST SERVICE

PACIFIC NORTHWEST, INTERMOUNTAIN, and NORTHERN REGIONS

16-FI-11015600-042

STATE OF IDAHO

IDAHO DEPARTMENT OF LANDS

IDL-CDS-2016-2021

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In consideration of the mutual commitments and conditions herein made, the parties to this agreement agree to the following:

I) AUTHORITIES

FEDERAL

- Reciprocal Fire Protection Act of May 27, 1955, as amended (69 Stat. 66; 42 U.S.C. 1856)
- Disaster Relief Act of May 22, 1974, (42 U.S.C. 5121 as amended)
- Robert T. Stafford Disaster Relief and Emergency Assistance Act (P.L. 93-288)
- Homeland Security Act of 2002 (H.R. 5005-8)
- Homeland Security Presidential Directive-5 (HSPD-5)
- Post-Katrina Emergency Management Reform Act of 2006 (P.L. 109-295, 120 Stat. 1355)
- National Indian Forest Resources Management Act (P.L. 101-630, Title III) (Interior Agencies)
- Service First, Section 330 of the Department of the Interior and Related Agencies Appropriations Act of 2001, Pub. L. 106-291, 114 Stat. 996, 43 U.S.C. sec. 1701 note, as amended (FS, DOI)
- Federal Land Policy and Management Act of Oct. 21, 1976, (P.L.94-579; 43 U.S.C.)(BLM)
- NPS Organic Act (16 U.S.C.1) (NPS)
- National Wildlife Refuge Administration Act of 1966 (16 U.S.C. 668dd-668ee, 80 Stat. 927, as amended) (FWS)
- National Wildlife Refuge System Improvement Act of 1997 (P.L. 105-57) (FWS)
- National Forest Management Act of 1976 (16 U.S.C. 1600) (FS)
- US Department of the Interior and Related Agencies Appropriations Acts
- Agricultural Act of 2014 (P.L. 113-79)

STATE

- Idaho Code §67-2328; Idaho Code §38-104(1). (1)(c)

II) PURPOSE

The purpose of this Master Cooperative Wildland Fire Management and Stafford Act Agreement (hereinafter called the Agreement) is to document the commitment of the Parties; identify conditions to improve efficiencies; and facilitate the coordination and exchange of personnel, equipment, supplies, services, and funds. This Agreement documents the commitment of the Parties to work together in all aspects of wildland fire management such as: prevention, preparedness, communication and education, fuels treatment and hazard mitigation, fire planning, response strategies, tactics and alternatives, suppression and post-fire rehabilitation and restoration.

This Agreement also provides for the coordination of other incidents. The National Response Framework (NRF) applies to all federal departments and agencies that may be requested to provide assistance or conduct operations during Presidential/Stafford Act declared emergencies or major disasters. These events also require a coordinated response by an appropriate combination of State and Tribal entities, along with the Federal Agencies. This Agreement documents the commitment of the Parties to provide cooperation, resources, and support to the Secretary of Homeland Security and Administrator of the Federal Emergency Management Agency (FEMA)

in the implementation of the NRF, as appropriate and consistent with their own authorities and responsibilities. Only Presidential declared emergencies and major disasters are covered through this Agreement.

III) PARTIES TO THE AGREEMENT

The Parties to this Agreement are:

The State of Idaho, Idaho Department of Lands hereinafter called the “State”, and

The United States Department of Agriculture Forest Service, Pacific Northwest, Intermountain, and North Regions, hereinafter called the “USFS”; and

The United States Department of the Interior, National Park Service, Pacific West Region, hereinafter called the “NPS”; and

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

The United States Department of the Interior, Bureau of Indian Affairs, Northwest Region, hereinafter called the “BIA”; and

The United States Department of the Interior, Bureau of Land Management, Idaho, hereinafter called the “BLM” and

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

The Federal Agencies, States, and other entities sign

IV) TERMINOLOGY, EXHIBITS AND SUPPLEMENTS

Words and phrases used herein may have different meanings or interpretations for different readers. To establish a common understanding, some words and phrases as used herein are defined in the Glossary attached as Exhibit A. In the event of a conflict, the hierarchy of terminology will be those defined by statute or regulation, those defined in policy, those defined in this template and then all other agency and interagency documentation.

In the event of a conflict, the applicable definitions for the response type, wildland fire vs. Stafford Act responses will take precedence. For wildland fire, that is the NWCG Glossary of Wildland Fire Terminology, found on the “Publications” page of the National Wildfire Coordinating Group web-page (www.nwcg.gov) or by direct link at <http://www.nwcg.gov/glossary/a-z>, and Stafford Act Response terminology corresponds to the FEMA National Incident Management System glossary, available at in the NIMS document (downloadable at http://www.fema.gov/pdf/emergency/nims/NIMS_core.pdf).

1. Incorporation of exhibits into Agreement

The following exhibits are hereby incorporated into this Agreement:

Exhibit A	Glossary of Terms
Exhibit B	Principal Contacts

Several of the referenced exhibits are intended to be used as templates and as such completion and/or execution of those exhibits do not require formal modification to this Agreement. Also, as necessary, the parties may introduce new or revised exhibits at the geographic, statewide, or sub-geographic areas as a component of the Operating Plans without necessitating a written modification to this Agreement, so long as they do not conflict with the provisions of this Agreement.

2. Acknowledgement of supplements to the agreement

Supplements to this Agreement, Operating Plans, joint projects and project plans, and cost share agreements will further describe working relationships, financial arrangements, and joint activities not otherwise specified under the terms of this Agreement.

3. Hierarchy and precedence for agreements, exhibits, operating plans, etc.

Any inconsistencies in this Agreement and attachments thereto shall be resolved by giving precedence in the following order:

- a. Statute
- b. Administrative Rules
- c. Policy
- d. This Agreement
- e. Statewide Operating Plan
- f. Cost Share Agreements
- g. Local Operating Plan
- h. Supplemental Fire Project Agreements

V) PERIOD OF PERFORMANCE

4. **Commencement/Expiration:** This Agreement shall be effective and in effect for five years, beginning from the date of the last signature and ending December 31, 2021, unless extended or terminated as provided herein.
5. **Modifications:** Modifications within the scope of this Agreement shall be made by mutual consent of the Parties to the Agreement, by the issuance of a written modification, signed and dated by all Parties to the Agreement, prior to any changes being performed. No Party is obligated to fund any changes not properly approved in advance.
6. **Termination:** Any party to the Agreement shall have the right to terminate its participation under this Agreement by providing one-year advance written notice to the other Parties.
7. **Annual Review:** If deemed necessary, prior to February 1st, representatives of the Parties to the Agreement will meet and review matters of mutual concern. All operating plans will be

reviewed annually. If necessary, operating plans will be revised.

8. **Previous Agreements Superseded:** This Agreement supersedes the following: Idaho Cooperative Fire Protection and Stafford Act Response Agreement, Agreement Numbers: G8075070102, AGP000749 and 07-FI-11015600-087, executed between the Parties on August 13, 2007.

This agreement enables for entering into project, financial and operating plans at the local level and will continue under the terms and conditions of this agreement.

VI) RECITALS

9. Lands for which the State is responsible for wildland fire protection in Idaho and the lands for which the respective Federal Agencies are responsible, are intermingled or adjacent in some areas, and wildland fires on these intermingled or adjacent lands may present a threat to the lands of the other;
10. The Parties to this Agreement maintain fire protection and fire management organizations and wish to improve efficiency and effectiveness to limit duplication in wildland fire protection. It is to the mutual advantage of the Parties to this Agreement to coordinate efforts for the prevention and detection of, and responses to wildfires, fuels management, suppression, non-wildland fire emergencies (as authorized), and cooperative projects to limit duplication and improve efficiency and effectiveness;
11. It is the intent of the Parties to this Agreement that State resources be available to assist in fire management activities on all federal lands, and on other lands upon which the Federal Agencies are responsible to protect or provide support including other States or Countries.
12. It is the intent of the Parties to this Agreement that federal resources be available to assist in fire management activities on all state and private lands the State is responsible to protect.
13. The USFS, BLM, BIA, NPS, and FWS have entered into a National Interagency Agreement for Wildland Fire Management to cooperate in all aspects of fire management.
14. It is recognized that local fire resources are often mobilized within a state pursuant to a separate state MOU or agreement with local fire departments or fire organizations, with reimbursement handled according to the terms detailed within that MOU or agreement.

All federal and state agencies will coordinate assistance and operations during Stafford Act responses by following the procedures and requirements established in the National Response Framework (NRF). This agreement documents the commitment of the Parties to provide cooperation, resources, and support to the Secretary of Homeland Security and Administrator of the Federal Emergency Management Agency (FEMA) in the implementation of the NRF, as appropriate and consistent with their own authorities and responsibilities. Some state and local resources are limited by statute to wildland fire response, requiring the governor to specifically approve mobilization outside of their state for non-fire emergencies. State emergency declarations and responses for all hazard and non-Stafford Act responses are outside the scope of this agreement.

15. Local municipal, rural fire districts and fee service area fire departments are responsible for structure fire suppression, dump fires, agricultural fires and vehicle fires. Agreements for these types of activities are not a part of this Agreement.
16. The Responsibilities of the Parties to this Agreement shall be distinguished as follows:
 - a. **Jurisdictional Agency** - The Agency having land and resource management responsibility for a specific geographical or functional area as provided by federal, state or local law. The State has the responsibility for protection of state and private forested lands. Under no circumstances may a jurisdictional Agency abdicate legal responsibilities as provided by federal or state law.
 - b. **Protecting Agency** - Agency responsible for providing direct fire management within a specific geographical area pursuant to its jurisdictional responsibility or as specified and provided by contract, cooperative agreement, etc.
 - c. **Supporting Agency** - An Agency providing suppression or other support and resource assistance to a protecting agency.

VII) INTERAGENCY COOPERATION

17. **Interagency Resources:** Interagency funding, staffing, and utilization of resources and facilities will be pursued by the Parties to this Agreement whenever parties all agree that an interagency approach is appropriate and cost effective. Shared staffing and funding will be commensurate with each Parties' use of resources, will be agreed to and shall be documented in a Supplemental Fire Project Agreement or included in the operating plan, and will be subject to the availability of appropriations.

To the extent practical, additional preparedness resource requests will be coordinated. The coordination process will be identified in the appropriate geographic, statewide, or sub-geographic area operating plan.

18. **Compacts:** The Northwest Compact is an agreement between the provincial wildfire agencies in western Canada (Yukon, British Columbia, Northwest Territories, Saskatchewan and Alberta) and the State wildfire agencies in the northwestern United States (Alaska, Washington, Oregon, Idaho and Montana). The Compact is an operational agreement to provide greater flexibility in the exchange of firefighting resources and information, between the ten member agencies, outside established mobilization agreements. The State will be the lead Agency for ordering resources under the Northwest Compact. It is recognized that other state to state agreements or compacts may exist. *See current Operating Plan, Appendix IX, Northwest Compact – Canadian Resources & Appendix V, Billing & Payment Procedures.*
19. **Cooperation with Fire Service Organizations:** Fire Service Organizations are made available to the Federal Agencies through the State within the Northern Rockies and the Great Basin geographic areas. Cooperation with Fire Service Organizations at the city or county government level is desirable. Local Cooperative Fire Agreements for initial attack mutual assistance can be entered into with Fire Service Organizations by any agency. It is the State's responsibility to be the single hiring point for equipment and personnel obtained from Fire Service Organizations for all dispatches outside their jurisdictional responsibility. See related Provision #62 Structure Fire Suppression and current Operating Plan, Appendix II

item #2 Payment of Fire Service Organizations.

20. **Rangeland Fire Protection Associations:** A Rangeland Fire Protection Association (RFPA) is a nonprofit organization that has entered into a Rangeland Fire Protection Agreement, with the 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 Section 38-104 of Idaho Code. 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. Likewise, RFPAs can enter into local agreements or MOUs with other RFPAs. 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.

21. **Idaho Office of Emergency Management:** The parties to this Agreement recognize the Idaho Office of Emergency Management (IOEM) as the lead State agency responsible for coordinating state emergency disaster declaration responses for all hazard and non-Stafford Act responses in Idaho. This is done through the implementation of the Idaho Emergency Operations Plan (EOP), which can be found at: <http://ioem.idaho.gov/Pages/Plans/Documents/2015%20IDEOP.pdf>

IDL is the primary state agency responsible for Emergency Support Function #4, (Fire). IDL may assist local government agencies in obtaining resources and when available, provide a liaison to local government officials when wildfire threatens communities.

22. **Use of National Guard Resources:** The State will maintain an agreement for the utilization of National Guard Resources. All orders for Idaho National Guard resources for use on wildland fires shall go through Idaho Department of Lands, Bureau of Fire Management. For costs that are the responsibility of the Federal Agencies, the Federal Agencies shall upon receipt of the State's billing, reimburse the State for the costs of assistance. *See current Operating Plan, Appendix V – Billing & Payment Procedures.*
23. **Idaho Department of Corrections Resources:** The Idaho Department of Lands agreement with the Idaho Department of Corrections will be the only agreement used by all Agencies to provide corrections resources for fire protection activities. In order to be reimbursed for the cost of work performed by any person serving a term of imprisonment, the State must have a written agreement with the Idaho Department of Correction that addresses the provision of assistance by persons serving terms of imprisonment and the cost for the assistance. For costs that are the responsibility of the Federal Agencies, the Federal Agencies shall upon receipt of the States billing, reimburse the State for the costs of assistance. *See current Operating Plan, Appendix V – Billing & Payment Procedures.*

24. **Tribal Resources:** Tribal Resources may be available for use under this agreement through the use of existing Bureau of Indian Affairs/tribal cooperative arrangements. In such instances, the cooperative arrangement will be incorporated in to the local operating plan and/or financial plan by reference.
25. **Fire Investigation:** This agreement delegates agencies the authority to act on behalf of the other for the purposes of fire investigations, such as but not limited to going onto state and private land to collect evidence and develop case files for the jurisdictional agency.
26. **Interagency Fire Cache:** The Agencies agree to maintain, support, and participate in interagency fire caches. Staffing, funding, and level of participation will be agreed to and documented in OP's and/or cache management plans. The Northern Rockies Mobilization Guide (NRMG) and Great Basin Mobilization Guide (GBMG) will be the primary document to identify approved policy and procedures for dispatching cache items.

It is intended that interagency cache 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 Cache operation.

27. **Coordinating Groups:** The Northern Rockies Coordinating Group (NRCG) and Great Basin Coordinating Group (GBCG) provide coordination and recommendations for all interagency wildland fire protection activities.
28. **Coordination Centers:** The Parties to this Agreement recognize the Northern Rockies Coordination Center (NRCC) and Great Basin Coordination Center (GBCC), as the Geographic Area Coordination Centers (GACCs) for Idaho (this includes geographic Multiagency Coordinating Groups (MAC). Parties to this Agreement are not precluded from independent movement of resources within or across geographic boundaries.
29. **Interagency Dispatch Centers:** 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.

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.

30. **State to State Response:** Should the Idaho Department of Lands utilize the Forest service to seek reimbursement and/or bill other states for state to state requests for assistance, when state to state agreements are not established, the State agrees to meet the obligations of the agreements between the parties, including amounts expended for resources and services provided to another State for the management and suppression of wildfire, including any reasonable administrative fees, as agreed upon by the supporting State and the Forest Service.

Parties to this Agreement recognize there may be agreements in place from one state to another. When this process is used, the States bill each other and the Federal agencies are not involved in the payment or billing process.

31. **Non-Wildland Fire Responses:** This Agreement provides for cooperation only in wildland fire protection activities. Agencies may support one another in other emergency situations as provided by their respective policies, procedures, or through other agreements.
32. **National Incident Management System:** The Parties to this Agreement will operate under the concepts defined in the *National Incident Management System (NIMS)*. In implementing these concepts, Parties to this Agreement will be expected to follow the National Wildfire Coordinating Group's (NWCG) minimum standards as defined in the *Wildland Fire Qualifications Systems Guide (PMS-310)*.
33. **Operating Plans:** Operating plans will be developed at the statewide or local level, as appropriate, and will tier to this Agreement. Operating Plans may be written for no more than five years, but should be reviewed annually, and will be subject to modifications, as warranted. No Operating Plan tiered to this Agreement should be written beyond the expiration date of this agreement. The following operating plans are listed in descending order of precedence:
 - a. **Statewide Operating Plan (SOP)**

A plan generated at the state level that identifies and establishes standard procedures and processes across all Agencies for implementing the terms of this Agreement. Statewide OPs shall be executed by March 1 annually. The fire directors/managers of each Agency are authorized to develop and approve Statewide SOPs.
 - b. **Local Operating Plans (LOP)**

An operating plan generated at the local level that identifies and establishes standard procedures and processes such as but not limited to: local dispatching procedures, initial attack, and communications. For implementing the terms of this Agreement, Local Agency Administrators are responsible for the development and approval of LOPs. LOPs will be executed annually by May 1. Unless superseded by the Statewide Operating Plan, local operating plans will apply.
34. **Standards:** 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.
35. **Notification of Federal Excess Personal Property:** Every effort will be made to notify the State of fire related personal property and equipment that is to become excess to the needs of the Federal Agencies, where applicable for use in the State cooperative fire program. This will be done in accordance with the applicable laws and regulations for excess federal personal property.

36. **Department Logistics Agency (DLA):** The State and their qualifying partners may order wildfire protection equipment and supplies from DLA. The State will serve as the coordinator for non-federal agencies and be responsible for all costs. The Forest Service will serve as the primary contact for DLA.
37. **Conflict Resolution:** 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, during season communication 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 Fire Managers and Regional Fire Directors for real-time resolution.

38. **Post-Fire Analysis/Agency Reviews:** To benefit from lessons learned on fire incidents falling under the terms of this Agreement, the Agencies may conduct Agency reviews or post-fire analysis. Such analysis/reviews may be conducted jointly by the Protecting and Jurisdictional Agencies.

VIII) PREPAREDNESS

39. **Protection Areas and Boundaries:** Annually by February 1, the Agencies will agree upon wildland fire protection responsibilities for lands within their respective jurisdictions. Protection areas, as defined by boundaries, will be mapped, and made a part of statewide operating plan.
40. **Methods of Fire Protection and Suppression:** One agency may provide fire protection services on lands under the jurisdiction of another, within their authority and as authorized by law. The following are different methods to provide those services:
- a. **Reciprocal Fire Protection:** As deemed appropriate, the Agencies may, by agreement and documented in Operating Plans, establish reciprocal initial attack zones for lands of intermingled or adjoining protection responsibility. Within such zones, a Supporting Agency may take initial attack action in support of the Protecting Agency.

The Protecting Agency will not be required to reimburse the Supporting Agency for costs of initial dispatch up to an agreed amount established in the Statewide Annual Operating Plan.

- b. **Reimbursable (Cooperative) Fire Protection:** The Protecting Agency may request suppression resources of other Agencies for its protection work. Such resources shall be paid for by the Protecting Agency. *See applicable* current Operating Plan, Appendix V item *regarding Billing & Payment Procedures*.
- c. **Exchange (Offset) Fire Protection:** Agencies may exchange responsibility for fire protection for lands under their jurisdiction. The rate of exchange is based upon acreage.

Exchange zones (offset acres) will be documented in a separate document and agreed to in writing by all parties to this agreement.

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

- d. **Contract (Fee Basis) Fire Protection:** For an agreed upon fee, one Agency may assume fire protection responsibilities on lands under the jurisdiction of another Agency. The terms and conditions of such arrangements must be included in the Statewide Operating Plan and carried out through an appropriate procurement document.
41. **Fire Prevention:** The Parties to this Agreement agree to cooperate in the development and implementation of fire prevention programs. The agencies will ensure that fire prevention goals and activities are planned at local levels and are addressed in the appropriate operating plans. Specific fire prevention plans should be developed by local interagency fire management personnel. The Parties to this Agreement may pool resources and share costs. Unit Administrators are encouraged to participate in local fire prevention cooperatives, organizations, or groups, where applicable.
42. **Public Use Restrictions:** Fire restrictions and closures will be coordinated through the Northern Rockies and Great Basin Coordinating Groups, consistent with the laws applicable to each Agency. Interagency guidelines for implementing restrictions and closures will be published in the Idaho Fire Restrictions Plan. For implementation purposes, restrictions and closure areas have been developed. Local Agency Administrators are responsible for developing and implementing an Area Restrictions and Closure Plan. This plan will be reviewed annually.
43. **Burning Permits:** Burn permits will be issued through an on-line portal managed by the State of Idaho. Burn permits are required May 10 to October 20 per Idaho Code § 38-115.
44. **Prescribed Fire and Fuels Management:** The Parties to this Agreement agree to cooperate in the development and implementation of planned ignitions, prescribed fire and fuels management programs.

Any Party to this Agreement may provide assistance to another Party as requested and agreed to for the purposes of performing planned ignitions, prescribed fire or other fuels management work. Conditions of the assistance and details related to reimbursement will be agreed to and documented in SOP or the Supplemental Fire Project Agreement. Any instrument processed under this clause shall be in accordance with each Party's applicable laws, regulations, and policy requirements.

45. **Smoke Management:** Within their authorities, the Parties to this Agreement agree to cooperate in smoke management efforts for wildfires and prescribed fires. The need for air resource advisors is increasing and additional technical expertise may be available through

State air quality and regulatory agencies. Any agencies may facilitate the request and utilization of state air regulatory agencies as resource advisors during any wildfire and prescribed fire incident that could benefit from such additional technical expertise. Agencies in Idaho are members of the Montana/Idaho State Airshed Group. As such, they are to abide by the policies, procedures and financial obligations outlined in the Airshed Group's Operating Guide and Annual Financial Plan.

46. **Supplemental Fire Project Agreements (Joint Projects and Financial Plans):** The Parties to this Agreement may jointly conduct cooperative projects, within their authority and as authorized by law, to maintain or improve their fire management services and activities. These projects may involve such activities as prescribed fire/fuels management, preparedness, fire analysis/planning, rehabilitation, training, prevention, public affairs, and other beneficial efforts in support of interagency fire management. Such projects will be documented in separate, local agreements, or other appropriate written documents, executed by the authorized signatories of the involved parties.

IX) OPERATIONS

47. **Delegation of Authority:** Operating plans will document procedures and criteria for Agency Administrators / Line Officers to specify direction, authority, and financial management guidelines to Incident Commanders.
48. **Fire Notifications:** Each Party will promptly (within 4 hours) 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.
49. **Fire Reports:** will be sent to jurisdictional agencies within the timeframes established in the Statewide Operating Plan.
50. **Closest Forces Concept:** The guiding principle for dispatch of initial attack suppression resources is to use the closest available and appropriate resource regardless of which Party owns or controls the resources, and regardless of which Agency has protection responsibility.
51. **Response to Wildland Fire:** All fire suppression action conducted by one party on lands of another Party shall be consistent with the jurisdictional agency's fire management policy, preplanned objectives for the area in which the fire occurs, and the terms of this Agreement. It is the expectation of the State that all fire threatening or burning State or Private Forested lands have a full suppression objective.

State and Private forestland owners pay a fire protection assessment to the IDL 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 Incident Management Teams (IMTs).

A “Special Management Considerations” section in the Operating Plan, addressing resources and other management concerns, will be used by Unit Administrators of the Agencies to identify areas of special management consideration, and to communicate appropriate fire management actions and any restrictions on firefighting tactical techniques to an Incident Commander.

Unless otherwise agreed, the Jurisdictional Agency will provide an Agency representative or appropriate technical specialist to advise a Protecting Agency of any special management considerations that may influence suppression action. The Incident Commander will incorporate special management considerations into the incident planning process, subject to the delegation of authority or leaders intent.

Each Operating Plan must address how the entities will handle cost-sharing for wildland fires that spread to another jurisdiction. Entities should recognize that, as in the “Guidance for Implementation of Federal Wildland Fire Management Policy (2009)”, a wildland fire may concurrently be managed for one or more objectives. Additionally, objectives can change as the fire spreads across the landscape, affected by changes in environmental conditions, human influence, and ownership, management objectives. Simply stated, some portions of a wildland fire may receive a protection objective while other portions are managed for multiple objectives, and those portions and objectives may change over time during the event. The intent should never be to allow a wildland fire to burn onto a jurisdiction that does not want it. All parties should be involved in developing the strategy and tactics to be used in preventing the fire from crossing the jurisdictional boundary, and all parties should be involved in developing mitigations that would be used if the fire crosses jurisdictional boundaries.

52. **Boundary Line Fires:** A boundary line fire, as defined in Exhibit A, Glossary of Terms, will be the initial attack responsibility of the protecting Agencies on either side of the boundary. Neither Agency will assume the other Agency is aware of the fire or that the other Agency will take action. Each Agency will make every reasonable effort to communicate with the other concerning the fire.

When a fire burns on both sides of a protection boundary, except under the conditions of reciprocal fire protection or voluntary independent action (*See Provision #40 Methods of Fire Protection and Suppression*), a Cost Share Agreement may be prepared and approved for all actions. *See current SOP, Appendix V item #4 (g) Reimbursable Billings and Payments – Boundary Fire Billings, provision #50 Supplements, C. – Cost Share Agreements and SOP, Appendix IV for a sample Cost Share Agreement.*

53. **Independent Action:** Except as otherwise limited in geographic, statewide, or local area operating plans, nothing herein shall prohibit any Party, on its own initiative, from going upon lands known to be protected by another Party to this Agreement to engage in suppression of wildfires, when such fires are a threat to lands under that Party’s management or protection responsibility. In such instances, the Party taking action will promptly notify the Protecting Agency. Such actions will be commensurate with the land management considerations of the Jurisdictional Agency, and subject to the laws and regulations of the Jurisdictional Agency.

54. **Preservation of Evidence:** As initial action is taken on a fire, the initial attack forces will preserve information and evidence pertaining to the origin and cause of the fire regardless of jurisdiction. Protecting and Jurisdictional Agencies shall render mutual assistance in the gathering of evidence to the fullest extent practicable. Affected Parties to this Agreement will meet to determine an appropriate investigation process in accordance with the Wildfire Origin and Cause Determination Handbook (NFES 1874).
55. **Escaped Prescribed Fires:** Wildfires resulting from escaped prescribed fires that were ignited by, managed at the direction of, or under the supervision of one of the Parties to this Agreement shall be the responsibility of the Jurisdictional Agency. If the Parties to this Agreement jointly conduct or manage a prescribed fire, the responsibility for suppression costs, should it escape, shall be agreed upon and documented in the Project Plan. Unless otherwise agreed, all suppression costs and associated damages are the responsibility of the Jurisdictional Agency.
56. **Stafford Act Response:** In the event of a presidential disaster declaration the Agencies may assist one another under the provisions of this Agreement as long as the requested resources are available.

For Stafford Act responses, procedures and requirements established in the National Response Framework (NRF) shall be utilized by Parties to this Agreement to authorize and accomplish any required response or support tasks. A federal agency requesting support pursuant to a Stafford Act response shall issue written instructions and funding limitations to any Party providing cooperation, resources or support. Mobilization activities will be accomplished utilizing established dispatch coordination concepts pursuant to the current National Interagency Mobilization Guide.

X) USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES

57. **Length of Assignments:** Consideration must be given to the health and safety of personnel when assigned to fires. The Parties to this Agreement agree that Incident Commanders will release suppression resources to their home unit as soon as priorities allow. Incident Commanders shall adhere to work/rest policies specified within the National Interagency Mobilization Guide.
58. **Communication Systems:** The Parties to this Agreement may mutually agree to allow one another the use of communications systems such as radio frequencies, computer system access, data transmission lines, and communication sites when there is a mutual benefit to the Parties to this Agreement. Such agreement shall be approved only by Agency authorized personnel and in accordance with agency laws, regulations and policies governing security of systems and facilities.
59. **Fire Weather Systems:** The Parties to this Agreement will cooperate in the gathering, processing, and use of fire weather data, including the purchase of compatible sensing systems the use of remote automatic weather stations (RAWS) and the joint use of computer software. All such use shall be in accordance with applicable Federal, State, and local laws, software and other applicable licenses. The Parties to this Agreement will jointly evaluate and agree to any deletions or additions to the system. The common and agreed upon fire

danger rating system for the Northern Rockies & Great Basin Geographic Areas is the National Fire Danger Rating System (NFDRS).

The State will be permitted to use the Federal weather data processing system. Use of the system may be from State owned locations. The State may access the system using Federal account numbers.

The Parties to this Agreement agree to cooperate and coordinate the utilization of Incident Meteorologist (IMET) services to support responses to wildfires, as described within the Interagency Agreement for Meteorological and Other Technical Services (IMET Agreement) between the National Weather Service (NWS) and the federal Wildland Fire Agencies. The Parties shall follow the provisions described in the IMET Agreement, along with the procedures detailed within the Operating Plan for this Agreement.

60. **Aviation Operations:** The Parties to this Agreement agree to cooperate in the use of aviation resources to foster effective and efficient use of aircraft and personnel. All aviation activities shall be conducted in accordance with each Agency's aviation rules, policies, and directives; applicable Federal Aviation Regulations (FAR's), and Public Law 103-411, the Independent Safety Board Act Amendments of 1994, which amended 49 U.S.C. Sec. 101, 1118, 1131, 40102, and 40109 and Public Law 105-137 the Aviation Insurance Reauthorization Act of 1997, which amended 49 U.S.C. Sec. 40101, 40102, 44302, 44305, 44306, 44308, and 44310. See current Operating Plan, Appendix V - Billing Procedures for Other Fire and Aviation Protection Activities.

Federal Agencies will approve pilots and aircraft to be used on federal missions and/or used to transport federal employees.

61. **Structure Fire Suppression:** Nothing in this agreement requires either State or Federal agencies to provide structural fire suppression within the designated protection boundaries of any Forest Protection District in the State of Idaho. Neither the Federal agencies nor the Idaho Department of Lands are authorized or responsible for providing structural fire suppression on any lands within the State of Idaho. Agencies should coordinate with local government for structure fire suppression.
62. **Structure Protection:** Agencies may support structure fire protection on wildland fires on land administered or protected through agreements by those Agencies when wildland fires threaten communities.
63. **Law Enforcement and Negligent Fires:** 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 V item #4 (f) Reimbursable Billings and Payments - Negligent Fire Billings and Cost Recovery #71.

64. **Suppression Repair:** Repair of all damage to improvements, including, but not limited to fences, roads, water systems, camps, and helispots/bases; and to natural land features, that are caused by actions related to fire suppression, including, but not limited to, construction of fire line and safety zones, and dozer piles, will be paid for, where appropriate, by the Protecting Agency. The Jurisdictional Agency shall be involved early in this process to assure all concerns and issues are identified and mitigated in a timely manner.
65. **Emergency Stabilization & Burned Area Rehabilitation:** Activities needed for emergency stabilization and/or rehabilitation of land/natural resources damaged by wildland fire is the responsibility of the Jurisdictional Agency unless otherwise agreed to in writing. The Protecting Agency will include the participation of the emergency stabilization and rehabilitation team during on-going suppression operations to the extent such inclusion is safe and feasible. Emergency stabilization and rehabilitation teams are ordered and paid for by the Jurisdictional Agency.
66. **Cooperative Law Enforcement Agreements:** The Federal Agencies have entered into numerous Cooperative Law Enforcement Agreements with County Sheriff's Departments and other entities throughout the State of Idaho. These agreements are authorized under agency specific authorities. The purpose of these agreements is to enhance State and local law enforcement in connection with activities on federal lands and provide for reimbursement to the law enforcement entity for the intensified portion of this effort. When the federal agency is the Protecting Agency, Cooperative Law Enforcement Agreements may be utilized.
67. **Stafford Act Use and Reimbursement:** The Use and Reimbursement for resources when responding under the Stafford Act shall be governed and addressed in the SOP.
68. **Procurement:** The procurement laws of the Protecting Agency will apply in the procurement of resources. Procurement costs by one Agency in support of another that are reasonable and prudent may be charged to the Protecting Agency. Delegations of procurement authority for an incident shall be made in accordance with Agency policy (see Interagency Incident Business Management Handbook, NWCG Handbook 2, Chapter 20).

69. **Cost Share Agreement:** Whenever multiple protection areas are affected due to the location of a fire, it is mandatory to develop and implement a Cost Share Agreement; exceptions to this must be approved by the line officer. The Operating Plan must address how the Parties to this Agreement will handle cost-sharing for wildland fires that spread to another protection agency. Acceptable forms of the cost share mix are limited to those listed in Idaho Statewide Operating Plan #10 of SOP, Appendix IV, Cost Share Agreement. Except as otherwise provided by Provisions #53 (Independent Action), and #71 (Billing Procedures), a cost share agreement will be approved by the responsible Unit Administrators (as defined in Exhibit A, Glossary of Terms) or their authorized representatives when the incident involves lands of more than one protecting Agency (see Provision #52, Boundary Line Fires, and Geographic websites for sample Cost Share Agreement).

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

70. **Cost Recovery:** Authority to recover suppression costs and damages from parties responsible for causing a fire varies depending on contracts, agreements, permits and applicable laws. As soon as possible after a fire, the Authorized Representatives of affected Parties will attempt to reach mutual agreement on the strategy that will be used to recover suppression costs and damages from the parties responsible for such costs and damages. If possible, all costs should be determined prior to the initiation of cost recovery efforts. Such strategy may alter interagency billing procedures, timing and content as otherwise provided in this Agreement. Any Party may independently pursue civil actions against parties responsible for causing a fire to recover suppression costs and damages, though adequate notice should be provided the other Parties to the Agreement. In those cases where costs have been recovered from a responsible party, reimbursement of initial attack, as well as suppression costs to the extent included in the recovery, will be made to the Party taking reciprocal action.

71. **Billing Procedures:** Specifics detailed in current Operating Plan, Appendix V, Billings and Payment Procedures.

72. **Licensing:** Drivers and equipment operators will hold appropriate operating licenses to meet state and federal laws and employing agency regulations and policies. Employees of the Parties to this Agreement may operate each other's vehicles provided the operator is qualified by the current operating guidelines and training requirements of their own Agency. Driving and operating equipment will be for official purposes only.

73. **Text Messaging While Driving:** Idaho State Law (§49-1401A) prohibits texting while driving. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time.

XI) GENERAL PROVISIONS

74. **Appropriated Fund Limitation:** Nothing in this Agreement shall require the Parties to this Agreement to obligate or expend funds, or require the United States, the State of Idaho, or the other Parties to this Agreement to enter into any contract or other obligation for the future payment of money in excess of or in advance of appropriated funds available for payment to meet the commitments of this Agreement and modifications thereto, except as specifically authorized by law.
75. **Personnel Policy:** Employees of the Parties to this Agreement shall be subject to the personnel rules, laws and regulations of their respective agencies.
76. **Record Retention:** All records related to this Agreement should be retained by the Parties in accordance with agency regulations and policies, but no less than 3 years after the expiration of the agreement. If there is pending litigation, claim, negotiation, audit or other action involving the records of a has been started by a Party to the agreement, that Party should provide notification to any other Party to the agreement of the need to retain records until the litigation, claim, negotiation, audit or other action is resolved.
77. **Litigation Hold:** Parties to this agreement will coordinate according to agency policies on any litigation hold when identified by the solicitors and/or agency attorney.
78. **Mutual Sharing of Information:** Subject to applicable state and Federal rules and regulations, including the Privacy Act, Parties to this Agreement may furnish to each other, or otherwise make available upon request, such maps, documents, GIS data, instructions, records, and reports including, but not limited to, fire reports, employment records, and investigation and law enforcement reports as either Party considers necessary in connection with the Agreement.
79. **Waiver of Claims:** Parties to the Agreement shall each be responsible for their own losses arising out of the performance of this Agreement as identified below, and each Party hereby waives any claim against any other Party for loss or damage of its property and/or personal injury or death of its employees or agents occurring as a consequence of the performance of this Agreement; provided, this provision shall not relieve any Party from responsibility for claims from third parties for losses for which the Party is otherwise legally liable. Federal Agencies or IDL may reimburse each other, providing resources were ordered through the dispatch system, for the cost of emergency apparatus or equipment loss or damage where the loss or damage is directly attributable to the incident, and where the local agency, its employees, and/or operational failures in the emergency apparatus or support equipment are not a contributing factor to such damage or loss. Loss or damage to sending agency emergency apparatus or support equipment while traveling to or from an incident, and repairs due to normal wear and tear or due to negligent or unlawful operation by the operator shall be the responsibility of the sending agency providing the emergency apparatus or support equipment.

Claims requesting compensation for property loss or damage, personal injury, or death resulting from the negligence or other wrongful acts of employees performing under this Agreement will be received by the protecting agency and forwarded to the employees' hiring, or home agency for processing.

Employee claims for loss of or damage to personal property must be submitted to the Protecting Agency and then forwarded to the employee's hiring, or home agency for processing in accordance with the hiring agency's administrative procedures.

80. **Equipment, Supplies, Cache Items:** Wildland fire suppression often involves the use of equipment, supplies and cache items. Equipment, supplies and cache items checked out (such as pumps, hoses, nozzles, etc.), or supplied by one Party and received by another Party, shall become the responsibility of the receiving/supporting Party. Equipment, supplies and cache items shall be returned in the same condition as when received, reasonable wear and tear accepted. Notwithstanding the general Waiver of Claims clause, the parties agree that the Receiving/supporting Party shall repair or reimburse for damage to equipment, supplies and cache items in excess of reasonable wear and tear, and shall replace or reimburse items lost or destroyed, except for damage occurring as a result of negligence by the receiving/supporting Party. The receiving/supporting party will replace or reimburse for items lost, destroyed, or expended with items of like or similar standard from the fire cache or supply unit on the incident, or via an authorization for replacement using a unique request number. Insurance or other reimbursement options should be pursued, if such options are available, prior to replacement or reimbursement for lost, stolen or destroyed items.
81. **Transported Equipment:** Equipment transported or operated by Supporting Agency personnel in transit to or from an incident is considered under the control of the Supporting Agency. When arrangements are made with a transportation service provider to deliver equipment, the party making arrangements for the transportation should ensure that the transportation service provider will be responsible for all loss and damage to equipment or supplies consigned on the bill of lading.
82. **Supplemental Fire Department Resources:** The State of Idaho Department of Lands may allow hiring of Supplemental Fire Department Resources through their agreements.
83. **Accident Investigations:** The initial notification of an 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 Supporting, Protecting and Jurisdictional Agencies 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 levels).

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. *ID SOP* outlines how to select the type of investigation that will be used for serious accident involving the DOI, USFS, or the State of Idaho.

84. **Purchaser, Contractor, Operator, Permittee, etc., Fires:** The Protecting Agency will notify the Jurisdictional Agency of any fire suspected to have been caused by a purchaser (timber, rock, Christmas trees, etc.), contractor, operator or permittee, etc., of the Jurisdictional Agency as soon as it becomes aware of the situation. The Protecting Agency

will be responsible for management of the fire under the provisions of this Agreement. Parties to the Agreement will meet and confer to determine a cost recovery process as outlined in Cost Recovery clause.

85. **State Liability:** When State personnel are performing wildfire suppression activities on lands for which a Federal Agency has protection responsibility; the State shall not be liable to the United States or any landowner for any damage done as a result of the activities performed under this section of this Agreement.
86. **Federal Liability:** When Federal personnel are performing wildfire suppression activities on lands for which a State Agency has protection responsibility; the Federal Agency shall not be liable to the State of Idaho or any landowner for any damage done as a result of the activities performed under this section of this Agreement.
87. **Principal Contacts:** The principal contacts for this Agreement are listed in Exhibit B. The principal contacts will make themselves available at mutually agreeable times, for continuing consultation to discuss the terms and provisions this Agreement.
88. **Authorized Representatives:** All signatories (or their designees) to this agreement are authorized to act for matters related to this agreement.

IN WITNESS WHEREOF, the Parties hereto have executed the IDAHO CFPA AND STAFFORD ACT Agreement upon signature.

<hr/> <u>State of Idaho, Department of Lands</u> <u>Date</u> State Forester	<hr/> <u>USDI, National Park Service, Pacific</u> <u>Date</u> West Regional Director <i>George C. Quisenberry</i> 8/19/2016
<hr/> <u>USDI, Bureau of Land Management</u> <u>Date</u> Idaho State Director	<hr/> <u>for USDA Forest Service Region 4</u> <u>Date</u> Regional Forester
<hr/> <u>USDI, Fish and Wildlife Service</u> <u>Date</u> Regional Director	<hr/> <i>James D. Donald</i> 8-5-2016 <u>USDA Forest Service Region 1</u> <u>Date</u> Regional Forester
<hr/> <u>USDI, Bureau of Indian Affairs</u> <u>Date</u> Northwest Regional Director	<hr/> <u>for USDA Forest Service Region 6</u> <u>Date</u> Regional Forester
<hr/> <u>USDI, Bureau of Land Management</u> <u>Date</u> Contracting Officer	<hr/> <u>USDI, Fish and Wildlife Service</u> <u>Date</u> Contract Sufficiency Review
<hr/> <u>R4 Regional Grants and Agreements</u> <u>Date</u> Specialist	<hr/> <u>NPS, Pacific NW Field Area Grants</u> <u>Date</u> and Agreements Specialist
<hr/> <u>R6 Regional Grants and Agreements</u> <u>Date</u> Specialist	<hr/> <i>Elaine Hilliard</i> 8/5/16 <u>R1 Regional Grants and Agreements</u> <u>Date</u> Specialist
<hr/> <u>R6 Regional Grants and Agreements</u> <u>Date</u> Specialist	

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State of Idaho, Department of Lands Date
State Forester

USDI, Bureau of Land Management Date
Idaho State Director

USDI, Fish and Wildlife Service Date
Regional Director

USDI, Bureau of Indian Affairs Date
Northwest Regional Director

USDI, Bureau of Land Management Date
Contracting Officer

R4 Regional Grants and Agreements Date
Specialist

R6 Regional Grants and Agreements Date
Specialist

R6 Regional Grants and Agreements Date
Specialist

Jana E. Joss 8/30/2016

USDI, National Park Service, Pacific Date
West
Regional Director

for USDA Forest Service Region 4 Date
Regional Forester

USDA Forest Service Region 1 Date
Regional Forester

for USDA Forest Service Region 6 Date
Regional Forester

USDI, Fish and Wildlife Service Date
Contract Sufficiency Review

Jamie V. Steinhilber 8/29/2016

NPS, Pacific West Region Contracting Date
Officer

R1 Regional Grants and Agreements Date
Specialist

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 State of Idaho, Department of Lands Date
 State Forester

 USDI, National Park Service, Pacific Date
 West
 Regional Director

 USDI, Bureau of Land Management Date
 Idaho State Director

 for USDA Forest Service Region 4 Date
 Regional Forester

 USDI, Fish and Wildlife Service Date
 Regional Director

 USDA Forest Service Region 1 Date
 Regional Forester

 USDI, Bureau of Indian Affairs Date
 Northwest Regional Director

Resecalozent Head 8-11-16

 for USDA Forest Service Region 6 Date
 Regional Forester

 USDI, Bureau of Land Management Date
 Contracting Officer

 USDI, Fish and Wildlife Service Date
 Contract Sufficiency Review

 R4 Regional Grants and Agreements Date
 Specialist

 NPS, Pacific NW Field Area Grants Date
 and Agreements Specialist

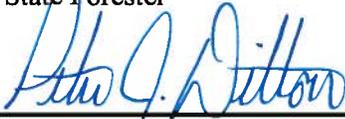
 R6 Regional Grants and Agreements Date
 Specialist

 R1 Regional Grants and Agreements Date
 Specialist

 R6 Regional Grants and Agreements Date
 Specialist

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State of Idaho, Department of Lands Date
State Forester



7/13/2016

USDI, National Park Service, Pacific Date
West
Regional Director

for USDA Forest Service Region 4 Date
Regional Forester

FOR

USDI, Bureau of Land Management Date
Idaho State Director

USDI, Fish and Wildlife Service Date
Regional Director

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7/13/16

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 7/13/16

State of Idaho, Department of Lands Date
State Forester

USDI, National Park Service, Pacific Date
West
Regional Director

USDI, Bureau of Land Management Date
Idaho State Director

for USDA Forest Service Region 4 Date
Regional Forester

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Regional Director

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Specialist

MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT

Exhibit A - Glossary

Administrative Charges: Indirect administrative costs that cannot be readily identified with specifically financed programs and functions do we need this defined? And if so should it be defined better?

Agencies: Federal/State agencies that have direct fire management or land management responsibilities or that have programs and activities that support fire management activities.

Agency Administrator: The official responsible for the management of a geographic unit or functional area. The managing officer of an agency, division thereof, or jurisdiction having statutory responsibility for incident mitigation and management. Examples: State Area Manager, State Forester or their designee, NPS Park Superintendent, BIA Agency Superintendent, USFS Forest Supervisor, BLM District Manager, FWS Refuge Manager, State Forest Officer or their designee, Tribal Chairperson, Fire Chief, Police Chief.

Agency Representative: A person assigned by a primary, assisting, or cooperating Federal, State, local, or tribal government agency or private entity that has been delegated authority to make decisions affecting that agency's or organization's participation in incident management activities following appropriate consultation with the leadership of that agency.

Area: The lands in a described geographic area that are managed and/or protected by the Parties within this Agreement.

Area Command (Unified Area Command): An organization established to: 1) oversee the management of multiple incidents that are each being handled by an incident management team (IMT) organization; or 2) to oversee the management of a very large incident that has multiple IMTs assigned to it. Area Command has the responsibility to set overall strategy and priorities, allocate critical resources based on priorities, ensure that incidents are properly managed, and that objectives are met and strategies followed.

Boundary Line Fire: This includes (i) a fire burning jointly on lands of more than one party and the boundary line is known, (ii) where the fire location is known, but the protection boundary on the ground is uncertain, or (iii) where the location of a reported fire is uncertain in relation to the protection boundary.

Closest Forces Concept: Dispatch of the closest available initial attack suppression resources regardless of which agency owns or controls them, and regardless of which agency has protection responsibility.

Cost Share Agreement: A document prepared between Agencies to share costs on a multi-jurisdictional incident or an incident that burns across boundaries of direct protection areas of the Agencies.

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

Direct Protection Area: That area for which a particular fire protection organization has the primary responsibility for attacking an uncontrolled fire and for directing the suppression action. Such responsibility may develop through law, contract, or personal interest of the firefighting agent (e.g., a lumber operator). Several agencies or entities may have some basic responsibilities (e.g., private owner) without being known as the fire organization having direct protection responsibility.

Emergency: Any incident which requires the response of a fire protection organization's attack units and/or support units.

Emergency Stabilization: Planned actions to stabilize and prevent unacceptable degradation to natural and cultural resource, to minimize threats to life or property resulting from the effects of a fire, or to repair/replace/construct physical improvements necessary to prevent degradation of land or resources.

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

Endowment Lands: State owned land granted to Idaho at statehood to support public institutions, primarily public schools. Endowment lands are managed in trust by the Idaho Department of Lands to maximize long-term financial return to the nine endowed institutions.

Equipment: Equipment includes both accountable and durable property. Equipment does not include consumable goods and/or supplies. See the Interagency Incident Business Management Handbook, Chapter 30, for further definitions of accountable, durable, and consumable goods.

Escaped Prescribed Fire: Prescribed fire that has exceeded or is expected to exceed prescription parameters or otherwise meets the criteria for conversion to a wildfire. A state in which the prescribed fire is no longer meeting objectives.

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

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

Federal Excess Personal Property: Federally owned personal property and equipment excess to a Federal Agency's needs that can be loaned to the State or rural fire departments for use in fire management activities.

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

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

Fire Service Organization (FSO): includes: (1) county or municipal (e.g. town or city) equipment and personnel, (2) volunteer and paid personnel, from fire service organization(s), and (3) county and fire service organization equipment and apparatus.

Fire Suppression Activity Damage: Damage to resources, lands, and facilities resulting from wildfire suppression actions, in contrast to damages resulting from a wildfire.

Forest Land (Timbered): Any land which has upon it sufficient brush or flammable forest growth of any kind or size, living or dead, standing or down, including debris or growth following a fire or removal of forest products, to constitute a fire menace to life (including animal) or property (As defined in IDAPA 20 – Title 04 – Chapter 01 / 20.04.01 – Rules Pertaining to Forest Fire Protection).

Geographic Area Coordination Center (GACC): An interagency body of fire management representatives from each federal and state land management agency within a nationally recognized regional area that provides leadership and support to facilitate safe and efficient fire management activities. Working collaboratively, a GACC's mission is not only for wildland fire emergencies, but for other emergency incidents, as necessary.

Geographic Area Coordinating Group (GACG): An interagency body of fire management representatives from each federal and state land management agency within a nationally recognized regional area that provides leadership and support to facilitate safe and efficient fire management activities. Working collaboratively, a GACG's mission is not only for wildland fire emergencies, but for other emergency incidents, as necessary.

Hazard: Any real or potential condition that can cause injury, illness or death of personnel, or damage to, or loss of equipment or property.

Hazard Mitigation: Any action that would reduce the potential for damages and injuries to values from an incident.

Hazardous Material: Substances that are identified, classified, and regulated in the Code of Federal Regulations, Title 49 and Hazardous Materials Regulations 175. A substance or material which has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated.

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

Incident Commander (IC): This position reports to the AA for the agency(s) having incident jurisdiction. They are responsible for the overall management of the incident including development of strategies and tactics and ordering and releasing of resources. This position may have one or more

deputies assigned from the same agency or from an assisting agency(s).

Incident Management Team (IMT): The Incident Commander and appropriate Command and General Staff personnel assigned to an incident.

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”.

Infrastructure: The manmade physical systems, assets, projects, and structures, publicly and/or privately owned, that are used by or provide benefit to the public. Examples of infrastructure include utilities, bridges, levees, drinking water systems, electrical systems, communications systems, dams, sewage systems, and roads.

Initial Action: the actions taken by the first resources to arrive at a wildfire.

Initial Attack: A preplanned response to a wildfire given the wildfire's potential. Initial attack may include size up, patrolling, monitoring, holding action or suppression.

Interagency: coordination, collaboration, communication among cooperating agencies.

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

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

Local Government: A county, municipality, city, town, township, local public authority, school district, special district, council of governments (regardless of whether the council of governments is incorporated as a nonprofit corporation under State law), regional or interstate government entity, or agency or instrumentality of a local government; an Indian tribe or authorized tribal organization or, in Alaska, a Native Village or Alaska Regional native Corporation; or a rural community, unincorporated town or village, or other public entity. (As defined in section 2(10) of the Homeland Security Act of 2002, Public Law 107-296, 116 Stat. 2135, et seq. (2002)).

Major Disaster: As defined by the Stafford Act, any natural catastrophe (including any hurricane, tornado, storm, high water, wind-driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, or drought) or, regardless of cause, any fire, flood, or explosion, in any part of the United States, which in the determination of the President causes damage of sufficient severity

and magnitude to warrant major disaster assistance under this act to supplement the efforts and available resources of States, local governments, and disaster relief organizations in alleviating the damage, loss, hardship, or suffering caused thereby.

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

Mitigation: Activities designed to reduce or eliminate risks to persons or property or to lessen the actual or potential effects or consequences of an incident. Mitigation measures may be implemented prior to, during, or after an incident. Mitigation measures are often developed in accordance with lessons learned from prior incidents. Mitigation involves ongoing actions to reduce exposure to, probability of, or potential loss from hazards. Mitigation can include efforts to educate governments, businesses, and the public on measures they can take to reduce loss and injury.

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

Mutual Aid: Assistance provided by a Supporting Agency at no cost to the Protecting Agency. Mutual aid is limited to those initial attack resources that have been determined to be appropriate and which are preplanned and shown in operating plans or mobilization guides.

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

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

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

Offset: Exchange of fire protection services in specific locations that is anticipated to be of approximately equal value between Agencies.

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

Party: An entity that is signatory to this Agreement.

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

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

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

Prevention: Activities directed at reducing the incidence of fires, including public education, law enforcement, personal contact, and reduction of fuel hazards (fuels management). Actions to avoid an incident, to intervene for the purpose of stopping an incident from occurring, or to mitigate an incident's effect to protect life and property. Includes measures designed to mitigate damage by reducing or eliminating risks to persons or property, lessening the potential effects or consequences of an incident.

Protecting Agency: Agency responsible for providing direct incident management within a specific geographical area pursuant to its jurisdictional responsibility or as specified and provide by contract, cooperative agreement, etc. The State has the responsibility for protection of forested private lands.

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

Protection Area: That area for which a particular fire protection organization has the primary responsibility for attacking an uncontrolled fire and for directing the suppression action. Such responsibility may develop through law, contract, or personal interest of the firefighting agent (e.g., a lumber operator). Several agencies or entities may have some basic responsibilities (e.g., private owner) without being known as the fire organization having direct protection responsibility.

Protection Area Maps: Official maps which identify areas of direct fire protection responsibility for each Agency.

Protection Boundaries: Mutually agreed upon boundaries which identify areas of direct incident protection responsibility and are shown on maps in the annual operating plans.

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

Reconciliation process: The process for tracking incidents for all Parties to this Agreement for the purpose of issuing bills.

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

Rehabilitation: Efforts undertaken within three years of a wildfire to repair or improve fire-damaged lands unlikely to recover to management approved conditions, or to repair or replace minor facilities damaged by fire.

Reimbursable Assistance (Assistance by Hire): Incident resources that will be paid for by the requesting Protecting Agency pursuant to this Agreement and its geographic, statewide, or sub-geographic operating plans. Excludes Mutual Aid.

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

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

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

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

Stafford Act Response: the mobilization of the necessary services and resources to a request from FEMA under the provisions of the Stafford Act and based on the procedures and requirements established in the National Response Framework (NRF). .

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

Structure Protection: The protection of homes or other structures from wildland fire.

Structure Fire Suppression: Interior or exterior actions taken to suppress and extinguish a burning structure or improvement associated with standard fire protection equipment and training.

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

Supporting Agency: An agency providing suppression or other support and resource assistance to a protecting agency.

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

Timbered: Refer to Forest Land.

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

Unified Command: In ICS, unified command is a unified team effort which allows all agencies with jurisdictional responsibility for the incident, either geographical or functional, to manage an incident by establishing a common set of incident objectives and strategies. This is accomplished without losing or abdicating authority, responsibility, or accountability.

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

Local or Unit Agency Administrator: Field unit Agency officials who have jurisdictional responsibilities for Agency lands. Agency officials who are signatory to zone and LOPs such as: Idaho Department of Lands, Area Manager; Bureau of Land Management, Field Manager; USDA Forest Service, Forest Supervisor; Bureau of Indian Affairs, Superintendent; National Park Service, Park Superintendent; US Fish and Wildlife Service, Refuge Manager.

United States: The term “United States,” when used in a geographic sense, means any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands,

Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, any possession of the United States, and any waters within the jurisdiction of the United States. (As defined in section 2(16) of the Homeland Security Act of 2002, Public Law 107-296, 116 Stat. 2135, et seq. (2002).) .

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

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

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

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

Exhibit B - Principal Contacts

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

State of Idaho
<i>Idaho Department of Lands</i>
Chief, Bureau of Fire Management
3284 W. Industrial Loop
Coeur d'Alene, ID 83815-6021
Phone: 208-666-8650
FAX: 208-769-1524
E-Mail: jwensman@idl.idaho.gov

Bureau of Indian Affairs
<i>Northwest Region</i>
Regional Fire Management Office
Phone:
FAX:
E-Mail:

Bureau of Land Management
<i>Idaho State Office</i>
State Fire Management Officer
1387 South Vinnell Way
Boise, ID 83709
Phone: 208-373-3852
FAX: 208-373-3950
E-Mail: mmorcom@blm.gov

National Park Service
<i>Pacific West Region</i>
Regional Fire Management Officer
Phone:
FAX:
E-Mail:

US Fish and Wildlife Service
<i>Regional Fire Management Coordinator</i>
Phone:
FAX:
E-Mail:

US Forest Service
<i>Intermountain Region</i>
Director, Fire, Aviation and Air
324 25 th Street, Suite 5009
Ogden, UT 84401
Phone:
FAX:
E-Mail:

US Forest Service
<i>Northern Region</i>
Director, Fire, Aviation and Air
Phone:
FAX:
E-Mail: