

**IDAHO
COOPERATIVE FIRE PROTECTION AND STAFFORD ACT RESPONSE
AGREEMENT**

**Between
THE STATE OF IDAHO
DEPARTMENT OF LANDS**
State of Idaho Agreement Number:

**And the
USDI
BUREAU OF LAND MANAGEMENT
IDAHO**
BLM Agreement Number:

**NATIONAL PARK SERVICE
PACIFIC WEST REGION OFFICE**
NPS Agreement Number: G8075070102

**BUREAU OF INDIAN AFFAIRS
NORTHWEST REGION**
BIA Agreement Number: AGP000749
Duns No. 076425305

**US FISH AND WILDLIFE SERVICE
PACIFIC REGION**
FWS Agreement Number:

**And the
USDA
FOREST SERVICE
PACIFIC NORTHWEST, INTERMOUNTAIN, AND NORTHERN REGIONS**
USFS Agreement Numbers:
07-FI-11015600-087

This Cooperative Fire Protection Agreement (Agreement) is hereby made and entered into by and between the State of Idaho, Department of Lands, hereinafter referred to as the **State**; the USDI, Bureau of Land Management, Idaho, hereinafter referred to as the BLM; the National Park Service, Pacific West Region, hereinafter referred to as the NPS; the Bureau of Indian Affairs, Northwest Region, hereinafter referred to as the BIA; and the Fish and Wildlife Service, Pacific Region, hereinafter referred to as the FWS, the USDA, Forest Service, Pacific Northwest, Intermountain and Northern Regions, hereinafter referred to as the USFS. This Agreement is entered into under the authorities described in Exhibit A.

The BLM, NPS, BIA, FWS and the USFS, may hereinafter be jointly referred to as the “**Federal Agencies**”. The Federal Agencies and the State may hereinafter be jointly referred to as the “**Agencies**”.

I. PURPOSE:

The purpose of this Agreement is to document the commitment of the Agencies to improve wildland fire protection by facilitating the increased availability of resources including but not limited to: The exchange of personnel, equipment, supplies, services, and funds among the Agencies in accordance with this Agreement and the hereby incorporated Exhibits:

<u>Exhibit</u>	<u>Contents</u>
A	Statutory Authorities
B	Principal Contacts
C	Glossary of Terms
D	Reimbursable Billings and Payments
E	A sample Annual Operating Plan (AOP) Outline Guide
F	A sample Project and Financial Plan
G	A sample Cost Share Agreement

Exhibits to this Agreement may be revised upon request of the Agencies through execution of the Statewide AOP. The latest revision of any Exhibit will automatically be incorporated into this Agreement without necessitating a formal modification as defined in Agreement Provision #57.

A fully executed version of this Agreement, the Statewide AOP, frequently asked questions and completed samples of AOPs, Cost Share Agreements and Project and Financial Plans will be maintained by the Lead Principal Agency. *See Exhibit B Principal Contacts.*

Supplements to this Agreement (AOPs, Project and Financial Plans, and Cost Share Agreements) will further describe working relationships, financial arrangements, and joint activities not otherwise specified under the terms of this Agreement.

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

1. This Agreement (less its Exhibits)
2. Statewide AOP
3. Exhibits to this Agreement
4. Zone or local AOP
5. Project and Financial Plan

In addition to improving efficiency dealing with wildland fire, this Agreement facilitates improved coordination regarding other incidents. The National Response Plan (NRP) applies to all Federal departments and agencies that may be requested to provide assistance or conduct operations during Presidential/Stafford Act declared disasters. This Agreement documents the commitment of the Agencies to provide cooperation, resources, and support to the Secretary of Homeland Security in the implementation of the NRP, as appropriate and consistent with their own authorities and responsibilities. **Only Presidential declared emergencies and disasters are covered under this Agreement.**

II. RECITALS:

1. State and private lands, for which the State is responsible for wildland fire protection in Idaho, and the federal lands on which the respective Federal Agencies are responsible for wildland fire protection, are intermingled or adjacent to state and private lands in some areas, and wildland fires on these intermingled or adjacent lands may represent a threat to the lands of the other.
2. The Agencies each maintain wildland fire protection organizations and wish to improve efficiency, effectiveness and limit duplication in wildland fire protection.
3. Local municipal, rural fire districts and fee service area fire departments are responsible for structure fire suppression, dump fires, and vehicle fires. Agreements for these types of activities are not a part of this Agreement.
4. The Federal Agencies have entered into a National Interagency Agreement for Fire Management to cooperate in all aspects of fire management.
5. It is to the mutual advantage of the Agencies to coordinate efforts on all wildland fire and aviation protection activities including but not limited to: prevention, detection, suppression, training, aviation, wildland fire use, and fuels management.
6. It is the intent of the Agencies to make State resources available to assist in wildland fire protection activities on federal lands, and other lands on which the Federal Agencies provide fire suppression support, including other States, Canada, and Mexico.
7. It is the intent of the Agencies to make Federal resources available to assist in wildland fire protection activities on state and private lands on which the State provides assistance or protection.

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INTERAGENCY COOPERATION:

- 1. Coordinating Groups:** The Northern Rockies Coordinating Group (NRCCG) and Great Basin Coordinating Group (GBCG) provides oversight and recommendations for all interagency wildland fire protection activities within the Northern Rockies and Great Basin, which includes Idaho, as described in their Charters. It is intended that this Agreement be implemented under the auspices of these coordinating groups, rather than through individual Agencies, to the maximum extent feasible.
- 2. Compacts:** The **Northwest Compact** is an agreement between the provincial wildfire agencies in western Canada (Yukon, British Columbia 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 eight member agencies, outside established mobilization agreements. The State will be the lead Agency for ordering resources under the Northwest Compact. *See Exhibit D item #1 Payments Under Compacts.*
- 3. National Incident Management System:** The Agencies to this Agreement will operate under the concepts defined in the Department of Homeland Security's (DHS) *National Incident Management System* (NIMS). In implementing these concepts, Agencies who are parties to this Agreement will be expected to follow the National Wildfire Coordinating Group's (NWCG) National Interagency Incident Management System (NIIMS) minimum standards as defined in the *Wildland Fire Qualifications Systems Guide* (PMS-310). These NWCG minimum standards are DHS NIMS compliant.
- 4. 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 #33 Structure Fire Suppression and Exhibit D item 2 Payment of Fire Service Organizations..*
- 5. Mutual Sharing of Information:** In accordance with applicable State and Federal laws, rules and regulations, agencies will 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 Agency considers necessary in connection with the Agreement.
- 6. Employment Policy:** Employees of the Agencies to this Agreement shall at all times be subject only to the laws, regulations, and rules governing their employing Agency, and shall not be entitled to compensation or other benefits of any kind other than specifically provided by the terms of their employment.
- 7. Interagency Resources:** Interagency funding, staffing, and utilization of resources and facilities may be pursued when an interagency approach is appropriate and cost effective. Shared staffing and funding will be commensurate with each Agency's use of the resources and may if carried out be agreed to in a separate Project and Financial Plan or included in AOPs. *See related Provision #50 Supplements, A. - Annual Operating Plans and B. - Project and Financial Plans.*

8. Prescribed Fire and Fuels Management: The Agencies agree to cooperate in the development and implementation of prescribed fire and fuels management activities in which the primary interest is to reduce hazardous fuels.

Any Agency may provide assistance to another Agency as requested and agreed to for purposes of performing prescribed fire or other fuels management activities. Conditions of the assistance and details of reimbursement will be agreed to and documented in AOP's or the Project and Financial Plan. *See Exhibit F for a sample Project and Financial Plan.*

Any prescribed fire burning out of prescription is considered a wildfire. Wildfires resulting from escaped prescribed fires ignited by the Jurisdictional Agency will be the financial responsibility of that Jurisdictional Agency. The Protecting Agency will be responsible for the management of the fire. *See Exhibit D item #5 Billing Procedures for Other Fire and Aviation Protection Activities.*

9. Interagency Dispatch Centers: The Agencies agree to maintain, support, and participate in interagency dispatch centers. Staffing, funding, and level of participation will be agreed to and documented in AOP's and appropriate mobilization guides. 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 fire resources.

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.

10. 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 AOP'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

11. Aviation Operations: The Agencies 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 Exhibit D item #5 Billing Procedures for Other Fire and Aviation Protection Activities.*

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

12. Communication Systems: The Agencies may mutually agree to allow one another the use of communication systems such as radio frequencies, computer system access, data transmission lines, and communication sites when there is mutual benefit to the Agencies. Such agreement shall be approved only by authorized personnel for each Agency and will be documented in the AOPs.

13. Fire Prevention Policies: The Agencies will support fire prevention planning and cooperative activities at local and statewide levels. Joint fire prevention activities will be incorporated into the AOPs or Project and Financial Plans. Agencies are encouraged to pool resources and share costs of wildland fire prevention activities.

14. Fire Restrictions and Closures: Fire restrictions and closures will be coordinated through the Northern Rockies and Eastern Great Basin Coordinating Groups, consistent with the laws applicable to each Agency. Interagency guidelines for implementing restrictions and closures are established by each group. 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 per the Northern Rockies Coordinating Group Restrictions & Closure Procedures and the Southern Idaho Restrictions & Closures Procedures.

15. Smoke Management: Within their authorities, the Agencies agree to cooperate in smoke management programs. Agencies will work together to minimize or prevent smoke impacts to communities while using fire to accomplish land management objectives or reduce hazardous fuels. 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.

16. Fire Weather: 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 Agencies 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. The Agencies will jointly evaluate and agree to any deletions or additions to the system.

17. Training: The Agencies will cooperate in fire management and aviation training including: training scheduling, course development, course presentation, and the selection of trainees. State nominations will be treated as agency nominations regardless of which geographical area the employee resides in. As applicable, training will meet National Wildfire Coordinating Group (NWCG) 310-1 standards. Joint training activities will be documented in a supplement to this Agreement. Fire Service Organizations will be included whenever practical. *See Exhibit D item #5 Billing Procedures for Other Fire and Aviation Protection Activities.*

18. 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).

All property procured under a Mission Assignment during a Stafford Act Response becomes the property of FEMA.

19. Shared Equipment: Equipment shared by one Agency with another Agency shall become the responsibility of the receiving Agency and shall be returned to the lending Agency in the same condition as when received normal wear and tear excepted. The receiving Agency will pay or reimburse for damages in excess of normal wear and tear, and will replace or reimburse items lost, or destroyed, except for damages occurring as a result of negligence by the lending Agency.

Equipment transported or operated by Supporting Agency personnel in transit to or from an incident is considered under the control of the Supporting Agency. Equipment damaged while under the control of the Protecting Agency will be repaired at the expense of the Protecting Agency unless damage occurred because of negligence by the Supporting Agency.

20. Licensing: Drivers and equipment operators will hold appropriate operating licenses to meet their employing agency regulations and policies. Agency employees may operate each other's vehicles provided the operator meets the current operating guidelines and training requirements of their own Agency. Any Agency may impose more restrictive standards for their employees, but will recognize that other Agency standards are reasonable, prudent, and acceptable.

21. Duration of Assignment: Consideration must be given to the health and safety of personnel when assigned to fires. Incident Commanders will release suppression forces to the respective Agencies as soon as priorities allow. Incident Commanders shall adhere to rest and rotation policies as described in the Northern Rockies Mobilization Guide (NRMG) and Great Basin Mobilization Guide (GBMG).

22. Fire Wardens: Annually, Federal Agencies will furnish the State with names of individuals recommended for appointment as Deputy Fire Wardens to assist in enforcement of State of Idaho forestry and fire protection laws and rules (Title 38, Chapter 1, Idaho Code Annotated). The State will appoint Deputy Fire Wardens as appropriate.

23. Burning Permits: Burning permit procedures, when applicable, will be included in zone and or local AOPs.

24. 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 Exhibit D item #3 Reimbursable Costs, part (i).*

25. 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 Exhibit D item #3 Reimbursable Costs, part (i).*

26. 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 or project and financial plan by reference.

27. 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, for use in the State cooperative fire program. This will be done in accordance with the applicable laws and regulations for excessing federal personal property.

28. General Services Administration (GSA): The State and their qualifying partners may order wildfire protection equipment and supplies from GSA's Federal Supply Service. 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 GSA.

29. Non-Wildland Fire Responses: This Agreement provides for cooperation only in wildland fire protection activities. However, this Agreement does not preclude Agencies from supporting one another in other emergency situations as provided by their respective policies, procedures, or other agreements.

30. Stafford Act Responses: 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 Plan (NRP) shall be utilized by Agencies who are parties to this Agreement to authorize and accomplish any required response or support tasks. Any Agency requesting support shall issue written instructions and funding limitations to any agency providing cooperation, resources or support. Mobilization will be per the National Interagency Mobilization Guide. *See Exhibit D item #7 Billing Procedures for Stafford Act Responses.*

PROTECTION PRIORITIES, METHODS and RESPONSIBILITIES

31. Protection Priorities: The following are agreed to priorities for protection:

- A. Threat to human life.
- B. Threat to property and natural resources, based on relative values to be protected, commensurate with fire management costs.

32. Methods of Fire Protection and Suppression: One agency may provide fire protection services on lands under the jurisdiction of another. The following are different methods to provide those services:

A. Reciprocal (Mutual Aid) Fire Protection : As deemed appropriate, the Agencies may, by agreement and documented in a local operating plan, establish reciprocal initial attack zones for lands of intermingled or adjoining protection responsibility. Within such zones, a Supporting Agency will, upon request or voluntarily, 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 Exhibit D item #3 Reimbursable Costs.*

C. Offset Fire Protection: Agencies may exchange responsibility for fire protection for lands under their jurisdiction. The rate of exchange will be based upon comparable cost, acreage involved, complexity, and other factors as appropriate and mutually agreed to by the Agencies. Offset zones will be documented in the Statewide Annual Operating Plan.

If an imbalance exists, the Protecting Agency will bill the Jurisdictional Agency for the difference on a per acre basis as computed under Fee Basis Protection. Imbalance means a deviation exceeding the range of variation agreed to between the Agencies.

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 Agencies involved are Federal Agencies. The National Agreement between the Department of Interior Agencies and the USDA Forest Service states that the Agencies agree not to bill each other for suppression services.

D. 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 Annual Operating Plan.

An Agency's costs will be computed by adding together (1) a 5-year average suppression cost considering the most recent 7 full fiscal years, but eliminating the highest and lowest cost years, and (2) a 5-year average preparedness cost considering the most recent 5 full fiscal years. Agency suppression and preparedness cost will be a statewide average. Any deviation to this method of computation will be documented in the Statewide AOP. *See Exhibit D item # 6 Fee Basis Protection.*

33. Protection Areas and Boundaries: Annually, the Agencies will agree upon wildland fire protection responsibilities for lands within their respective jurisdictions. Protection areas and boundaries will be established, mapped and/or described, and made part of the Statewide Annual Operating Plan.

34. Structure Fire Suppression: Nothing in this agreement requires either State or Federal agencies to provide structural fire suppression on any lands 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 may support structure fire protection on wildland fires on land administered or protected through agreements by those Agencies.

35. Reimbursable Assistance (Assistance by Hire): Reimbursable Assistance must be requested by the Protecting Agency or supplied through preplanned (automatic) dispatching or mutual aid systems.

Reimbursable Assistance must be recorded by a resource order within the dispatching system or any official Agency document of the Protecting and Supporting Agencies, or documented by the Incident Commander in a fire report. Resources not documented in this manner are not reimbursable. *See Exhibit C Glossary of Terms and Exhibit D item #3 Reimbursable Costs.*

FIRE SUPPRESSION

36. Closest Forces Concept: The guiding principle for dispatch of initial and extended suppression resources is to use the closest available resources regardless of which Agency they belong to and regardless of which Agency has protection responsibility.

37. Appropriate Management Response: All fire suppression action will be consistent with the Jurisdictional Agency's pre-planned objectives for the area in which the fire occurs and the terms of this Agreement.

Annual Operating Plans will document procedures and criteria for Unit Administrators of the Agencies to communicate special land management considerations to Incident Commanders. All suppression costs with respect to application of special management considerations will be paid by the Protecting Agency.

Unless otherwise agreed, the Jurisdictional Agency will provide a Resource Advisor to advise the Protecting Agency of any special management considerations which may influence suppression action. The cost of these individuals shall be paid by the Jurisdictional Agency. The Incident Commander will incorporate special management considerations in the incident planning process, subject to the Delegation of Authority.

38. Independent Action on Lands Protected by Another Agency: Except as otherwise described in Annual Operating Plans, nothing herein shall prohibit any Agency, on its own initiative and without reimbursement, from going upon lands known to be protected by another Agency to engage in suppression of wildfires, when such fires are a threat to lands within that Agency's protection responsibility. In such instances, the Agency taking action will promptly notify the Protecting Agency. Actions taken will be consistent with the Protecting Agency's suppression policies. *See related Provision #36 Appropriate Management Response.*

39. Wildland Fire Situation Analysis (WFSA) and Delegation of Authority: Agency policy requires that a WFSA be completed for all fires, which escape initial suppression action. The Statewide Annual Operating Plan will describe procedures and agency policies for development of the WFSA. Responsibility for development of a WFSA shall be the joint responsibility of the Local or Unit Agency Administrator from the Jurisdictional Agency and the Protecting Agency.

The Agencies policies require for all fires which escape initial suppression action, a Delegation of Authority will be used to transfer authority and manage actions on an incident from the Local or Unit Agency Administrator to the Incident Commander. The Protecting Agency and the Local or Unit Agency Administrator from the Jurisdictional Agency will jointly develop the process for developing the Delegation of Authority.

40. Determination of Cause and Preservation of Evidence: As initial attack is taken on a fire, the initial attack force will immediately gather and preserve information and evidence pertaining to the origin and cause of the fire, regardless of jurisdiction. To the extent permitted by Federal and State law, the Protecting Agency will provide investigation files relative to the fire to the Jurisdictional Agency.

41. 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, 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 personnel designated as State Firewardens can enforce State laws, rules or regulations, and even though a Federal agency 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; however, Federal Officials should be aware that such actions must normally be taken in the name of the State for fires that occur solely on state or private land. *See Exhibit D item 4 (f) Procedures for Fire Suppression Billings - Negligent Fire Billings and Provision #55 Suppression and Damage Collection.*

42. Fire Notifications: Each Agency will promptly notify the Protecting Agency of fires burning on or threatening lands for which the Protecting Agency has protection responsibilities. Likewise, for each new start, protecting Agencies will promptly inform Jurisdictional Agencies whenever they take action on fires for which the Protecting Agency is responsible.

43. Wildland Fire Use: All wildland fire use fires are the responsibility of the Jurisdictional Agency. Any wildland fire use fire burning out of prescription is considered a wildfire and is the financial responsibility of the Jurisdictional Agency. The Protecting Agency will be responsible for the management of the fire. *See Exhibit D item #5 Billing Procedures for Other Fire and Aviation Protection Activities.*

44. Boundary Fires: A fire burning on or adjacent to a protection boundary will be the 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. The initial attack responders of both Agencies shall mutually agree upon fire suppression objectives, command, strategy, and the commitment of Agency suppression resources.

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 #31 Methods of Fire Protection and Suppression*), a Cost Share Agreement may be prepared and approved for all actions. *See Exhibit D item #4 (g) Procedures for Fire Suppression Billings –Boundary Fire Billings, provision #50 Supplements, C. – Cost Share Agreements and Exhibit G for a sample Cost Share Agreement.*

45. Contractor or Permittee Fires: The Protecting Agency will notify the Jurisdictional Agency of any fire suspected to have been caused by a contractor or permittee of the Jurisdictional Agency as soon as it becomes aware of the situation.

46. Suppression Activity Damage 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.

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.

47. Cooperative Law Enforcement Agreements: The USFS has 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 the provisions of the Cooperative Law Enforcement Act of August 10, 1971, P.L. 92-82, 16 U.S.C. 551a. This authority is specific to the USDA USFS. The purpose of these agreements is to enhance State and local law enforcement in connection with activities on NFS lands and provide for reimbursement to the law enforcement entity for the intensified portion of this effort. When the USFS is the Protecting Agency law enforcement Cooperative Law Enforcement Agreements may be utilized. Other agencies are not authorized to utilize these agreements.

48. Accident Investigations: Whenever an accident occurs involving the equipment or personnel of a Supporting Agency, the Protecting Agency shall immediately notify the Jurisdictional and the Supporting Agency. As soon as practical, the Protecting Agency shall initiate an investigation of the accident. The investigation shall be conducted by a team made up of representatives from the affected Agencies and shall be sufficient to meet the policy and legal needs of each Agency.

49. Fire Reports: On incidents where the Protecting Agency is not the Jurisdictional Agency, the Protecting Agency will furnish a copy of their fire report to the Jurisdictional Agency within 10 days after the fire is declared out.

50. 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 will be conducted jointly by the Protecting and Jurisdictional Agencies. These analysis/reviews may be requested by the Jurisdictional, Supporting or Protecting Agencies.

SUPPLEMENTS TO THIS AGREEMENT

51. Supplements: The following Supplements are authorized under the terms of this agreement and thereby, subject to the terms and conditions of this Agreement.

A. Annual Operating Plans (AOPs):

Statewide AOPs: An annual 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 AOPs will be developed and executed by Feb. 1. The fire directors of each Agency are authorized to develop and approve Statewide AOPs.

Local AOPs: An annual 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 AOPs. Local AOPs will be developed and approved annually by April 1. *See Exhibit E for a sample AOP.*

B. Project and Financial Plans: The Agencies may jointly conduct mutual interest projects within their authority. These projects may include activities such as preparedness, fire rehabilitation, fuels management, prescribed fire, fire analysis/planning, training, prevention, public affairs, wildland urban interface coordination, and other beneficial efforts. Agency Administrators are responsible for the development and approval of Project and Financial Plans. *See Exhibit F for a sample Project and Financial Plan.*

C. Cost Share Agreements: A Cost Share Agreement will be prepared by the responsible unit administrator(s) or their authorized representatives, except under the conditions of reciprocal fire protection or independent action, when there is (1) a multi-jurisdictional incident or (2) an incident which threatens or burns across direct protection boundaries of the State and Federal Agencies. *See Exhibit G for a sample Cost Share Agreement.*

The Agencies agree that all reasonable and necessary costs incurred to meet the protection responsibilities within each Agency's Direct Protection Area will be the responsibility of that Agency. This approach can be superseded by an incident specific Cost Share Agreement based on some other mutually agreed to equitable basis. For temporary support functions or facilities established during periods of extraordinary fire activity, similar cost sharing procedures may be used by the involved Agencies. Agency Administrators are responsible for the development and approval of Cost Share Agreements. *See related Provision #4 Boundary Fires and Exhibit D item #4 (g) Procedures for Fire Suppression Billings - Boundary Fire Billings.*

LIABILITIES, CLAIMS and DAMAGE COLLECTIONS

52. Waiver: Subject to the provisions contained in Provision #19 "Shared Equipment", the Agencies shall each be responsible for their own losses arising out of the performance of this Agreement and each Agency hereby waives any claim against any other Agency for any loss, damage, 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 Agency from responsibility for claims of third parties for losses for which the Agency is otherwise legally liable.

The Stafford Act shall govern liability issues arising with regard to response actions under that Act.

53. State Liability: When State personnel are suppressing wildfires 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 in consequence of the performance of work under this section of this Agreement.

54. Federal Liability: When Federal Agencies' personnel are suppressing wildfires on lands for which the State has the protection responsibility; the United States shall not be liable to the State or any landowner for any damage in consequence of the performance of work under this section of this Agreement.

55. Third Party Claims: Third party claims will be processed by the Protecting Agency.

56. Suppression and Damage Collection: Agencies can collect damages and suppression costs from third parties (civil actions for recovery will be taken independently) under the provisions of Federal and State statutes and common law in the manner provided by applicable law. *See Exhibit D item 4 (f) Procedures for Fire Suppression Billings - Negligent Fire Billings.*

To the extent that the cost of fire suppression on state and private lands incurred by Federal Agencies will not be reimbursed by the State pursuant to any provision of this Agreement, the United States shall be subrogated to and be entitled to all rights and remedies which the State would have had to collect such suppression costs pursuant to State law, including but not limited to Idaho Code, from the person or persons responsible for the existence or spread of a fire requiring suppression action. If requested by the United States, the State shall transfer to the United States all rights and remedies against any entity necessary in order to perfect this right of subrogation.

To the extent that the cost of fire suppression on Federal Agencies' lands incurred by the State will not be reimbursed by the Federal Agencies pursuant to any provision of this Agreement, the State shall be subrogated to and be entitled to all rights and remedies which the Federal Agencies would have had to collect such suppression costs pursuant to Federal law, including but not limited to the Code of Federal Regulations, from the person or persons responsible for the existence or spread of a fire requiring suppression action. If requested by the State, the Federal agencies shall transfer to the State all rights and remedies against any entity necessary in order to perfect this right of subrogation.

As a general rule, State and Federal Agencies incurring suppression costs or damages on the same fire shall coordinate cost recovery efforts wherever possible in order to ensure equitable distribution of any recovered costs. However, State and Federal costs for suppression and/or damages should be billed for and collected separately once final payment has been negotiated between the third party and the Agencies involved.

GENERAL PROVISIONS

57. Appropriated Fund Limitation: Nothing in this Agreement shall be interpreted as involving the Agencies in any contract or other obligation for the future payment of funds in excess of that approved and made available for payment under this Agreement. In addition, any commitment of funds pursuant to this agreement is subject to each Agencies appropriation laws, policies, regulations and limitations.

58. Performance: Any party shall have the right to enforce this Agreement by any available remedy under the laws of the United States or the State of Idaho.

59. 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 conditions covered by this Agreement.

60. Termination of Previous Arrangements: Execution of this Agreement terminates and replaces Cooperative Fire Management Agreement Numbers: DAA010203, 01-FI-11015600-016, F807501-0001, 01-FI-11046000-014, and 01-FI-11060000-085 executed between the Agencies on August 29, 2001.

61. Modifications: Modifications within the scope of this Agreement shall be made by mutual consent of the Agencies, by the issuance of a written modification, signed and dated by all Agencies, prior to any changes being performed. No Agency is obligated to fund any changes not properly approved in advance. Exhibits A through G to this Agreement will be modified in the manner described in the Purpose section of this Agreement. Statewide AOPs will be developed and modified in the manner described in Provision #50 Supplements, A. – AOP's.

In the interest of efficiency, modifications to this Agreement will be distributed electronically for hard copy signature. Signatory officials should initially respond with an electronic signature and

date, followed by mailing their original hard copy signature to the lead principle agency contact listed in Exhibit B. Once all hard copy signatures have been obtained an electronic version of the modification will be emailed to the principal contacts listed in Exhibit B. Copies of the hard copy signatures will be made available to the Agencies upon their request.

62. Termination: Any Agency may, with one year advance notice in writing, terminate their participation in this Agreement in whole, or in part, at any time before the date of expiration, unless extended.

63. Authorized Representatives: By signature below, all signatories to this Agreement certify that the individuals (Agency or Party Representative, Agency or Party Administrator, Unit Administrator) listed in this Agreement are authorized to act in their respective areas for matters related to this Agreement.

64. Commencement/Expiration Date: This Agreement is executed as of the date of last signature and is effective through **December 31, 2012** at which time it will expire, unless extended.

EXHIBIT A

STATUTORY AUTHORITIES

The following is a brief overview of authorities available and most likely to be used in conjunction with this Agreement.

FEDERAL AGENCIES

1. The Reciprocal Fire Act of May 27, 1955; (42 U.S.C. 1856a, Public Law 84-46). This Act authorizes Federal Agencies to enter into cooperative agreements with state and local governments for mutual aid in fire protection.
2. Economy Act of June 30, 1932; (31 U.S.C. 1535, Public Law 97-258 and 98-216). Section 601 of this Act authorizes one Federal agency to requisition work, services, supplies, materials, or equipment from another Federal Agency.
3. Granger-Thye Act of April 24, 1950; (16 U.S.C. 572). This Act conditionally authorizes the USFS to perform certain work that directly benefits the depositor.
4. Cooperative Funds Act of June 30, 1914; (16 U.S.C. 498 as amended by Public Law 104-127). This Act authorizes the USFS to accept funds as contributions toward cooperative work in forest investigations or protection, management and improvement of the National Forest System.
5. Cooperative Funds and Deposits Act of December 12, 1975; (16 U.S.C. 565a1-a3, Public Law 94-148). This Act authorizes the USFS to cooperate with other parties to accomplish such things as forestry protection, fire protection and fuels management.
6. Cooperative Forestry Assistance Act of 1978, as amended; (16 U.S.C. 2101-2114, Public Law 95-313). This Act authorizes the USFS to work through and in cooperation with State foresters or equivalent agencies, and other countries in implementing technical programs affecting non-Federal forest lands. Section 10 Rural Fire Prevention and Control of this Act authorizes cooperation including developing systems and methods for the prevention, control, suppression, and prescribed use of fires on non-Federal lands and to organize, train, and equip local firefighting forces.
7. Timber Protection Act of September 20, 1922; (42 Stat. 857, 16 U.S.C. 594). This Act authorizes the Secretary of Interior to protect timber owned by the U.S. Government from fire, disease, or insect diseases.
8. National Indian Forest Resources Management Act; (25 U.S.C. 3101-3120). This Act provides for forest land management activities that include activities to protect against losses from wildfire. Such activities may be undertaken pursuant to cooperative agreements.
9. National Park Service Organic Act; (16 U.S.C.1, 1f, 1g). This Act provides general authority for the National Park Service to enter into cooperative agreements and transfer appropriated funds or cost share with other cooperators.

10. Partnerships for Fish & Wildlife Purposes; (16 U.S.C. 661 et. seq.).
11. Partnership to Benefit Fish and Wildlife Purposes; (16 U.S.C. 742a et. seq.).
12. Department of the Interior and Related Agencies Appropriations Act, 1999, as included in; (Public Law 105-277, section 101(e); (112 Stat.2681). This Act allows sums received by a Bureau or Office of the Department of Interior for fire protection rendered pursuant to 42 U.S.C. 1856 et seq., Protection of the United States Property, may be credited to the appropriation from which funds were expended to provide that protection, and are available without fiscal year limitations.
13. Disaster Relief Act of May 22, 1974; (Public Law 93-288, 42 U.S.C. 5121 as amended). This Act provides the authority for the Federal government (via a presidential declaration) to respond to disasters and emergencies in order to provide assistance to save lives and protect public health, safety, and property.
14. Robert T. Stafford Disaster Relief and Emergency Assistance Act; (Public Law 93-288 as amended). In the event of a presidential disaster declaration this Act authorizes Federal Agencies to provide an orderly and continuing means of assistance to state and local governments in carrying out their responsibilities to alleviate the suffering and damage which results from such disasters.
15. The Homeland Security Act of 2002; (H.R. 5005-8): Established the Department of Homeland Security as an executive department to prevent terrorist attacks within the United States to: A) prevent terrorist attacks within the United States; (B) reduce the vulnerability of the United States to terrorism; and (C) minimize the damage, and assist in the recovery, from terrorist attacks that do occur within the United States."
16. Homeland Security Presidential Directive – 5; (HSPD-5): Enhances the ability of the United States to manage domestic incidents by establishing a single, comprehensive national incident management system.

STATE

1. Title 38 – Chapter 1 Idaho Code Annotated: This statute authorizes the Director of the Department of Lands to execute the provisions of this chapter, and the rules and regulations of the state board of land commissioners pertaining to forest and watershed protection, including fire protection.

**EXHIBIT B
PRINCIPAL CONTACTS**

The lead Principle Agency for Agreement Coordination is the Forest Service, Northern Region*

A fully executed version of this Agreement, the Statewide AOP, frequently asked questions and completed samples of AOPs, Cost Share Agreements and Project and Financial Plans will be maintained by the Lead Principal Agency and can be found at: <http://www.fs.fed.us/r1/fire/nrcg>

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EXHIBIT C

GLOSSARY OF TERMS

Words and phrases used in this Agreement may have different meanings or interpretations for different readers. In order to reach a common understanding the words and phrases used in this Agreement are defined as follows:

Administrative Charges: Indirect administrative costs that cannot be readily identified with specifically financed programs and functions.

Agency Administrator: Agency officials who are signatory to this agreement, as follows: Idaho Department of lands, Director; Bureau of Land Management, State Director; Forest Service, Regional Forester ; BIA, Regional Director; National Park Service, Regional Director; Fish and Wildlife Service, Regional Director.

Agency Representative: An individual assigned to an incident with full authority to make decisions on all matters affecting that Agency's participation at the incident.

Annual Operating Plan (AOP): An annual plan generated at the statewide, zone, or local level, authorized by the appropriate officials, used for implementing the terms of the Cooperative Fire Protection Agreement for their respective areas of responsibilities.

Appropriate Management Response (AMR): Any specific action suitable to meet fire management objectives. Typically, the AMR ranges across a spectrum of tactical options (from monitoring to intensive management actions). The AMR is developed by using fire management strategies and objectives identified in the fire management plan.

Boundary 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.

Once the exact location of the fire is determined in relation to the protection boundary, it ceases to be a boundary fire unless falling into category (i) above.

Catastrophic Incident: Any natural or human caused incident, including terrorism, which results in extraordinary levels of mass casualties, damage, or disruption severely affecting the population, infrastructure, environment, economy, national morale, and/or government functions. A catastrophic event could result in sustained national impacts over a prolonged period of time; almost immediately exceeds resources normally available to State, local, tribal, and private-sector authorities in the impacted area; and significantly interrupts governmental operations and emergency services to such an extent that national security could be threatened. All catastrophic events are Incidents of National Significance.

Closest Forces Concept: This is the philosophy of committing the closest available appropriate resources, regardless of the Agency, for initial attack or for extended attack.

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.

Disaster: See **Major Disaster**.

Direct Protection Area: That area which, by law or identified/authorized pursuant to the terms of this Agreement, is provided wildland fire protection by an Agency. This may include land protected under offset or fee basis protection.

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

Emergency Stabilization: Planned actions to stabilize and prevent unacceptable degradation to natural and cultural resources, to minimize threats to life or property resulting from the effects of wildfire, or to repair/replace/construct physical improvements necessary to prevent degradation of land or resources. Emergency stabilization actions must be taken within one year following containment of wildfire.

Emergency Support Function (ESF): A grouping of government and certain private-sector capabilities into an organizational structure to provide the support, resources, program implementation, and services that are most likely to be needed to save lives, protect property and the environment, restore essential services and critical infrastructure, and help victims and communities return to normal, when feasible, following domestic incidents. The ESFs serve as the primary operational-level mechanism to provide assistance to State, local, and tribal governments or to federal departments and agencies conducting missions of primary Federal responsibility.

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 Fire: A fire that has exceeded, or is anticipated to exceed pre-planned initial attack capabilities or fire management objectives established for that area.

ESF Primary Agency: A Federal Agency designated as an Emergency Support Function primary agency serves as a Federal executive agency under the Federal Coordinating Officer (FCO) to accomplish the ESF Mission.

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 Fire Protection: Where one Agency assumes fire protection responsibilities on lands under the jurisdiction of another for an agreed upon fee.

Fire Protection Activities: Any or all activities that relate to managing wildland fire or natural fuels on lands under the jurisdiction of any party to this Agreement. Activities include but are not limited to: planning, prevention, detection, training, suppression of wildland fires, fire use, and planning and conducting fuels management activities.

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.

Hazardous Material: For the purposes of ESF #1, hazardous material is a substance or material, including a hazardous substance, that 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 (see 49 CFR 171.8). For the purposes of ESF #10 and the Oil and Hazardous Materials Incident Annex, the term is intended to mean hazardous substances, pollutants, and contaminants as defined by the NCP.

Incident of National Significance: Based on criteria established in HSPD-5 (paragraph 4), an actual or potential high-impact event that requires a coordinated and effective response by and appropriate combination of Federal, State, local, tribal, nongovernmental, and/or private-sector entities in order to save lives and minimize damage, and provide the basis for long-term community recovery and mitigation activities.

Initial Attack Zone: An identified area in which predetermined resources would normally be the initial resource to respond to an incident in accordance with a pre-existing AOP or mobilization guide.

Joint Jurisdiction Protection: Areas where fire service organization protection overlaps federal or state protection areas.

Jurisdictional Agency: The Agency that has overall land and resource management responsibility as provided by Federal or State law. The State has the responsibility for protection of forested private lands.

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)).

Local or Unit Agency Administrator: Field unit Agency officials who have jurisdictional responsibilities for Agency lands. Agency officials who are signatory to zone and local AOPs 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.

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 vehicle used by DHS/EPR/FEMA 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.

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 AOP's or mobilization guides.

Offset Fire Protection: When two Agencies exchange fire protection responsibilities with one another on lands under their jurisdiction.

Preparedness: Activities in advance of fire occurrence to ensure effective suppression action. This includes training and placement of personnel, planning, procuring and maintaining equipment, and maintaining cooperative arrangements with other Agencies.

Prescribed Fire: Any fire ignited by management actions to meet specific land management objectives.

Prevention: Activities directed at reducing the number of human caused fires, including public education, law enforcement, engineering, dissemination of information, and reduction of hazards.

Protecting Agency: The Agency responsible for providing direct wildfire protection to a given area, pursuant to this Agreement.

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

Protection Boundaries: The exterior perimeter of an area within which a fire agency has responsibility for wildfire protection.

Reciprocal Fire Protection: The act of helping the Protecting Agency, at no cost for a negotiated period of time or dollar amount, to suppress wildland fires. Reciprocity is attained by agreeing between each other on the kind, locations and numbers of fire fighting resources that will automatically initial attack a wildland fire regardless of the Protecting Agency. The kind, locations, and numbers of resources, which constitute reciprocity, shall be defined in or through

the AOPs. Reciprocity may be thought of as the implementing mechanism of the closest forces concept.

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 Costs: Agency costs resulting from activities, which will be paid for by the requesting Agency per the conditions of this Agreement and the approved AOP. *See exhibit D.*

Resources: Personnel, equipment, services and supplies available for assignment to incidents. Personnel and equipment are described by kind and type, e.g., ground, water, air, etc., and may be used in tactical, support or overhead capacities at an incident.

Structure Fire Protection: Protecting a structure from the threat of damage from an advancing wildland fire. This involves the use of standard wildland protection tactics, control methods, and equipment, including fire control lines and the extinguishments of spot fires near or on the structure.

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.

Supporting Agency: An Agency that provides suppression or other support and resources to the Protecting Agency.

Suppression: All the work of confining and extinguishing a fire beginning with its discovery through the conclusion of the incident.

Terrorism: Any activity that (1) involves an act that (a) is dangerous to human life or potentially destructive of critical infrastructure or key resources; and (b) is a violation of the criminal laws of the United States or of any State or other subdivision of the United States; and (2) appears to be intended (a) to intimidate or coerce a civilian population; (b) to influence the policy of a government by intimidation or coercion; or (c) to affect the conduct of a government by mass destruction, assassination, or kidnapping.

Threat: An indication of possible violence, harm, or danger.

Weapon of Mass Destruction (WMD): As defined in Title 18, U.S.C. § 2332a: (1) any explosive, incendiary, or poison gas, bomb, grenade, rocket having a propellant charge of more than 4 ounces, or missile having an explosive or incendiary charge of more than one-quarter ounce, or mine or similar device; (2) any weapon that is designed or intended to cause death or serious bodily injury through the release, dissemination, or impact of toxic or poisonous chemicals or their precursors; (3) any weapon involving a disease organism; or (4) any weapon that is designed to release radiation or radioactivity at a level dangerous to human life.

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 the wildland. Three distinct types of wildland fire have been defined and include wildfire, wildland fire use, and prescribed fire.

Wildland Fire Use: The application of the appropriate management response to naturally ignited wildland fires to accomplish specific resource management objectives in predefined designated areas outlined in Fire Management Plans.

EXHIBIT D

REIMBURSABLE BILLINGS AND PAYMENTS

1. Payments under Compacts: Payment for resources ordered under 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 #2 Compacts and this Exhibit item #4 (c), Procedures for Fire Suppression Billings - State Billings.*

2. Payment of Fire Service Organizations: Fire Service Organizations are employees or contractors of the State. The State makes all payments to the Fire Service Organizations through execution of payment vouchers and similar documents. In many cases, the State will complete the employment paperwork prior to dispatch.

The closest Agency office will complete the paperwork for submission to the designated payment office as identified in the AOP. *See related Agreement Provision #4 Cooperation with Fire Service Organizations.*

- 3. Reimbursable Costs:** Such costs may include, but are not limited to the following:
- a. Costs incurred for fire protection activity resources.
 - b. Agency costs for transportation, salary, benefits, and per diem of individuals assigned to an incident or other fire protection activities.
 - c. Additional support dispatching, warehousing, or transportation services requested through a resource order or any official Agency document.
 - d. Cost of equipment in support of fire protection activities, contract equipment costs, and operating costs for Agency equipment.
 - e. Operating supplies for equipment assigned to the fire protection activity such as fuel, oil, and routine maintenance.
 - f. Aircraft, airport fees, and retardant costs.
 - g. Agency owned equipment and supplies lost, damaged, or expended by the Supporting Agency, unless damage occurred because of negligence by the Supporting Agency.
 - h. Cost of reasonable and prudent supplies expended in support of the fire protection activity.
 - i. Charges from the State for State-controlled resources such as Fire Service Organizations, National Guard resources or use of Idaho Department of Corrections resources. *See this Exhibit item 2 Payment of Fire Service Organizations and Agreement Provisions #23 Use of National Guard Resources and #24 Idaho Department of Corrections resources.*
 - j. Property items procured and transferred to the protecting agency.

4. Procedures for Fire Suppression Billings:

- a. Billing Content: Bills will be identified by agreement number, incident name, incident number, location, protecting agency, and assigned accounting codes. Bills will be itemized and supported by adequate documentation. Adequate documentation agreed to by each agency will be documented in the Statewide AOP. Copies of the appropriate incident cost share agreement, AOP or Project and Financial Plan shall be included. Billings for fire suppression assistance will not include administrative charges.

b. Federal Billings: Federal Agencies will not bill each other for fire suppression support. Federal Agencies will submit bills to the State whenever the State is the Protecting Agency.

c. State Billings: When the State provides support on a fire occurring on lands within the State of Idaho billing will be in accordance with the Statewide AOP. Anytime the State responds to a fire outside of Idaho, regardless of the Protecting Agency, the State will submit their billings to the USFS. The only exceptions are in the case of Northwest Compact or Emergency Management Assistance Compact (EMAC) orders, in which the State will bill the ordering Agency directly. *See this Exhibit item #1 Payments under Compacts.*

d. Billing Estimates/Time Frames: For this agreement the fire season will start November 1 and consist of all incidents that occur through October 31 of the following year. The billing Agency shall submit a bill for reimbursement no later than December 1 for the previous fire season, including an itemized list of expenditures. If the total cost is not known at the time of this billing, an estimate or a partial bill, so identified, may be submitted. A final bill will be issued by February 28 of the following calendar year. To expedite payment between agencies quarterly billings may be sent when feasible.

e. Billing Due Dates: All billings will have a payment due date of 60 days after they are issued. If payment cannot be made within the 60-day period, then a 30-day extension, with written justification, can be requested. Agencies will follow their respective laws and regulations for debt collection.

f. Negligent Fire Billings: Where a third party may be billed, Agencies will provide the Protecting Agency with an estimate of their costs within 30 days after the fire is declared out and follow-up with actual costs when they become available. *See related Provision #39 Law Enforcement and Negligent Fires and #54 Suppression and Damage Collection.*

g. Boundary Fire Billings: Suppression costs for boundary fires will be prorated on gross acreage burned within respective fire protection areas or by some other mutually agreed to equitable basis. The basis for cost allocation will be documented by the Agencies in a cost share agreement and included in financial settlement files. *See related Agreement Provision #42 Boundary Fires and Exhibit G for a Sample Cost Share Agreement.*

h. Disputed Billings: Minor discrepancies in the final bill involving less than \$1,000 will not be adjusted. For bills having discrepancies of more than \$1,000, written notice should be mailed to the billing Agency within 60 days of receipt fully explaining the area of dispute. The uncontested portion of the bill should be paid and a new bill issued for the contested amount. Contested items will be resolved no later than 60 days following receipt of the written notice, and may be adjusted in the following year's bill if necessary.

5. Billing Procedures for Other Fire and Aviation Protection Activities: Billings for preparedness, prevention, prescribed fire, wildland fire use and other fire and aviation protection activities will be addressed in AOPs or a project and financial plan. Agencies may bill one another for preparedness and other fire activities, and administrative charges may be applied. Other provisions described above pertaining to suppression billings also apply to billings for other fire activities. *See related Provisions #8 Prescribed Fire and Fuels Management, #10 Aviation Operations, #12 Fire Prevention Policies, and #41 Wildland Fire Use.*

6. Fee Basis Protection Billings: Preparedness cost will not include, nationally shared resources, severity resources, capital expenses exceeding \$5,000 unless mutually agreed, administrative charges/indirect/burden rate. Suppression costs will not include administrative charges/indirect/burden rate, stabilization and rehabilitation of land/natural resources damaged by wildfire.

7. Stafford Act Response Billings:

Transfers performed for this Agreement are under the Disaster Relief Act, 42 U.S.C. § 5147. This Agreement is automatically incorporated by reference into any Resource Order that is issued under it, constituting a binding obligation. The billings, inclusive of copies of this Agreement, the Mission Assignment and subsequent Resource Order(s), and expenditure documentation, will define the specific services, supplied goods and costs (by sub-object class code) for each order, and subsequent obligation and payment. Reimbursement payments for all-hazard incident response activities will be accomplished by submission of billings, which are inclusive of copies of the Resource Orders that reflect the Mission Assignment- requested services and goods, and the expenditure back-up documentation, to the primary ESF agency (i.e. the agency to issue the mission assignment or sub-tasking). The primary ESF agency will review, approve the documentation, and return to the sub-tasked agency for forwarding to FEMA for reimbursement.

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

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

b. State/Tribal Reimbursement Assistance: State/Tribal reimbursement refers to those resources that are to be reimbursed by the primary ESF Federal agency. State/Tribal reimbursement resources must be requested by the primary ESF federal agency or supplied through established dispatch systems and must be recorded by the Mission Assignment and subsequent Resource Order process. Resources not documented in this manner are not reimbursable. When the

state/tribe is the supporting agency and the incident is **outside** the state/tribe's jurisdiction, the state/tribe submits its billing to the Primary Federal Agency. Funds to cover eligible expenses will be provided through and limited by reimbursement from FEMA. Expenditures eligible for reimbursement include:

- a) Wages, overtime, travel and per diem of State/Tribal personnel.
- b) Wages, travel and per diem of temporary State/Tribal personnel assigned solely to performance of services directed by the (FEMA) Associate Director or the (FEMA) Regional Director in the major disaster.
- c) Cost of work, services, and materials procured under contract for the purposes of providing assistance directed by the (FEMA) Associate Director or the Regional Director.
- d) Cost of materials, equipment, and supplies (including transportation, repair and maintenance) from regular stocks used in providing directed assistance.
- e) All costs incurred which are paid from trust, revolving, or other funds and whose reimbursement is required by law.
- f) Other costs submitted by an agency with written justification or otherwise agreed to in writing by the (FEMA) Associate Director or the (FEMA) Regional Director and the agency.

c. **Billing Estimates/Timeframes:** The billing Agency shall submit a bill or estimate for reimbursement as soon as possible, but not later than 180 days after the incident is controlled. If the total cost is not known at the time of initial billing, a partial bill may be submitted. A final bill will be issued within 270 days after control of the incident. After the final billing has been sent, and if additional costs are identified, a supplemental billing may be issued if agreeable to applicable Parties.

d. **Billing Content:** Bills will be identified by incident name, date, mission assignment (MA) location, jurisdictional unit, and supported by documentation to include but not limited to: separate invoice by MA; list of personnel expenses including base, overtime, and travel; and supplies/services procured by vendor name and dollar amount, and administrative charges may be applied.

8. Payments: Payments will refer to the bill number and will be sent to the appropriate billing address. When payment is made by electronic funds transfer (EFT) a paper document listing the above information will be sent to the billing agency.

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.

10. Examination and Audit: Agencies shall be subject to examination and audit for three years after final payment under the terms of this Agreement. Examination shall be confined to those matters connected with the performance of this Agreement including, but not limited to, the cost of administration.

EXHIBIT E
A SAMPLE
ANNUAL OPERATING PLAN
OUTLINE GUIDE

Annual Operating Plans (AOP) will be working documents developed annually at appropriate levels for implementing the Cooperative Fire Protection Agreement. Operating Plans shall become a part of the Cooperative Agreement (See Provision #50 Supplements, A. – AOP's of the Agreement and Exhibit C Glossary of Terms). The Statewide AOP covers specific actions and relationships that are best coordinated on a State level for continuity across the State. Zone and/or local operating plans are those generated to cover actions less than statewide in nature.

Plans must address items called for in the agreement and document processes and protocols between Agencies pertinent to working relationships, responsibilities, exchange of funds, etc. for the current year. The following outline provides a checklist of items deserving consideration in the development of operating plans:

Authority and Identification of Agencies – quote the Cooperative Fire Protection Agreement between State and Federal Agencies; and identify State Areas, BLM Field Offices, BIA Reservations, Fish and Wildlife Service Refuges, National Parks and Monuments, National Forests, etc. involved.

Purpose of Plan - Narrative

Definitions – specific to zone and/or local processes

Protection Areas – including mutual aid areas

- ❑ Description
- ❑ Maps

Operating Procedures – specific to zone and/or local processes and protocols

- ❑ Dispatch
- ❑ Billings and Reimbursements
- ❑ WFSA Policy and Procedures
- ❑ Delegation of Authority
- ❑ Special Management Considerations
- ❑ Severity

Wildfire Suppression Procedures – specific to zone and/or local processes and protocols

- ❑ Boundary Fires
- ❑ Investigations
- ❑ Fire Reports
- ❑ Fire Notification
- ❑ Suppression Rehab
- ❑ Agency Resource List

Prevention - specific to zone and/or local processes and protocols

- ❑ Restrictions and Closures Plan
- ❑ Burning Permits
- ❑ Inspections
- ❑ Joint Activities

Detection - specific to zone and/or local processes and protocols

Aviation - specific to zone and/or local processes and protocols

Training - specific to zone and/or local processes and protocols

Communications - specific to zone and/or local processes and protocols

Prescribed Fire and Wildland Fire Use - specific to zone and/or local processes and protocols

Administrative - specific to zone and/or local processes and protocols

- ❑ Directory of Agency Contacts
- ❑ Plan Review
- ❑ Billing Addresses
- ❑ Billing Processes

EXHIBIT F

**A SAMPLE
PROJECT AND FINANCIAL PLAN**

PROJECT AND FINANCIAL PLAN

**SUPPLEMENTAL NUMBER _____ TO
COOPERATIVE FIRE PROTECTION AGREEMENT
NUMBER _____**

I. INTRODUCTION

Brief description of project, where located, NEPA status (if required), design/specifications status, and the Federal authority under which the request is made, i.e., Cooperative Funds and Deposits Act, Granger-Thye Act, etc.*

II. SCOPE AND DURATION

The objective of this project is to _____.

It is anticipated that this project will begin _____
and will end _____.

III. PRINCIPAL CONTACTS

Principal contacts for each Agency for the administration of the project are:

Name
Address
Telephone
Email
FAX

Principal fiscal contacts for each Agency of the project are:

Name
Address
Telephone
Email
FAX

IV. DETAILED PROJECT DESCRIPTION

- A. Specific duties and tasks to be performed. Identify desired end results.
- B. Identify tools and equipment needed and who will supply them.
- C. Identify size of crew and who will be providing transportation.
- D. Other

V. SUPERVISION AND TECHNICAL OVERSIGHT

VI. REIMBURSEMENT

Describe reimbursement and billing procedures, including to whom to send payment and the billing address.

VII. FINANCIAL PLAN

List which Agency is reimbursing the other and detail items to be reimbursed. Include:

- Salaries
- Travel
- Supplies
- Equipment Use
- Administrative Charges
- Project Total
- Job Code

Reimbursement shall be made only for actual expenses incurred. Itemized documentation in support of all expenses is required.

VIII. SIGNATURES

Agency Administrator

Date

Agency

Agency Administrator

Date

Agency

* Request made by non-Federal Agencies to the USFS under the authority of the Granger-Thye Act shall include the following provision:

The cooperator hereby agrees to defend and hold harmless the USDA Forest Service its representatives or employees, from any damage incident to the performance of the work resulting from, related to, or arising from this instrument.

EXHIBIT G

**A SAMPLE
COST SHARE AGREEMENT**

The purpose of this agreement is to provide for a coordinated cooperative fire suppression operation on this fire and to describe the cost divisions. This agreement is a supplement to the Master Cooperative Wildland Fire Management Agreement or (list other agreement and number) between the Agencies listed.

1. Incident Name: _____ Origin Date _____ Time _____
2. Origin: Township _____ Range _____ Section _____
3. Estimated Size _____ Acres at the time of this agreement.
4. Agency _____ Fire # _____ Accounting Code _____
Agency _____ Fire # _____ Accounting Code _____
Agency _____ Fire # _____ Accounting Code _____
Agency _____ Fire # _____ Accounting Code _____
Agency _____ Fire # _____ Accounting Code _____
5. This agreement becomes effective on: _____
at _____ and remains in effect until amended or terminated.
6. Overall direction of this incident will be by () Unified Command, or by () Single Command structure. Identify below personnel filling the following positions:

Position	Name(s)	Agency
Incident Commander	_____	_____
Agency Administrator	_____	_____
Representative	_____	_____
Liaison	_____	_____
Finance	_____	_____
Operations	_____	_____

7. Suppression action will be subject to the following special conditions and land management considerations: _____

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

Agency _____ Geographic Responsibility _____

Agency _____ Geographic Responsibility _____

Agency _____ Geographic Responsibility _____

Agency _____ Geographic Responsibility _____

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

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

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

Cost Centers:	Agency:	Agency:	Agency:

12. Other conditions relative to this agreement (Notifications, incident information, etc):

13.

_____	_____	_____	_____
Agency	Agency	Agency	Agency
_____	_____	_____	_____
Signature	Signature	Signature	Signature
_____	_____	_____	_____
Title/Date	Title/Date	Title/Date	Title/Date

List of Attachments (if any): _____/_____/_____

**ITEMS TO CONSIDER
WHEN
NEGOTIATING A COST SHARE AGREEMENT**

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. The following GUIDELINES and METHODS should be considered when negotiating a cost share agreement. These guidelines and methods are intended to help field personnel in negotiating an equitable agreement and are not intended to be mandatory. *See Provision #50 Supplements, C. – Cost Share Agreements, of the Agreement.*

Numbered instructions correspond to form items that require further explanation. Supplemental agreements will be numbered consecutively following the original (#1) for each fire. Supplements may be added at any time. Where insufficient room is available for necessary information, additional sheets or addendums may be added. Small revisions to this agreement may be completed on a single page, describing the change to the original agreement, and obtaining new signatures from those involved.

Cost Share Agreements will be negotiated between agencies involved in specific on-the-ground fire suppression activities. These agreements are mandatory when more than one jurisdictional responsibility for fire protection is affected by the placement of the fire. The agreement will not affix liability for fire cost payment by either Agency based upon responsibility for the fire origin. The designated representatives of each Agency with forces on the fire are responsible for completing and signing the agreement.

1. List the incident name agreed upon by Agencies involved.
2. Give the origin or best estimate of origin location by legal description.
3. Estimate the size at the time of the Supplemental Agreement.
4. List the Agencies involved in fire suppression operations and respective agency incident numbers.
5. List the date and time that the agreement is in effect. That time could be prior to or following the time that negotiations are made for the agreement.
6. Check the appropriate command structure for the fire.

UNIFIED COMMAND – A method for all Agencies with jurisdictional responsibility to contribute to determining the overall objectives for the incident; interagency ICS team structure.

SINGLE COMMAND STRUCTURE – One Agency manages the incident with liaison and concurrence of objectives from other involved Agencies.

List the appropriate personnel filling ICS positions on the fire.

7. List any special conditions or resource objectives, i.e., dozer restrictions, mechanized restrictions, bald eagle nest, high value plantation. Operational responsibility for the fire will be defined in this section (if appropriate). Respond to this item only if Agency forces have specific segments of the fire. This information will not determine cost responsibility, unless specified in Item 11. Examples are: Divisions A and B; all structural protection areas; specific campground.
8. List the Agency responsible for structural protection, and any pertinent control information or contacts.
9. List operation conditions or directions pertaining specifically to: air operations, base camp and food service, and fire investigation. Costs pertaining to these decisions shall be documented in Item #10.
10. Fire suppression costs shall be determined from the information supplied in this item. There are several ways to determine the best cost share mix. A, B, and C are typically used on smaller, less complex incidents on lands with similar values and uses; D and E on larger, more complex incidents, such as those with both wildland urban interface and wildlands:
 - A. Each Agency pays for its own resources – fire suppression efforts are primarily on jurisdictional responsibility lands.
 - B. Each Agency pays for its own resources – services rendered approximate the percentage of jurisdictional responsibility, but not necessarily performed on those lands.
 - C. Cost share by percentage of ownership or Agency jurisdictional responsibility.
 - D. Cost is apportioned by geographic division. Examples of geographic divisions are: Divisions A and B (using a map as an attachment); privately owned property with structures; or specific locations such as campgrounds.
 - E. Reconciliation of daily estimates (for larger, multi-day incidents). This method relies upon daily agreed to cost estimates, using Incident Action Plans or other means to determine multi-Agency contributions. Reimbursements can be made upon estimates instead of actual bill receipts.

The following are not reimbursable:

- Responsibility for tort claims or compensation for injury costs.
- Non suppression rehabilitation costs are the responsibility of the jurisdictional Agency.
- Non-expendable property purchases will be the responsibility of the Agency making the purchase.
- Support costs (i.e. office dispatchers, warehouse workers, etc.), unless they are charging to an emergency code assigned to the incident.

The cost centers that should be considered in this agreement:

- Fireline Resources: Dozers, engines, fallers, transports, water tenders, hand crews, line overhead.
- Fire Camp Operations and Support: Overhead, buses, camp crews, communications, food, refrigerator units, showers, toilets, water trucks, cache supplies, rescue/med, camp facility.

- Air Support: Helicopters, (with support) air tankers.
 - Cost apportionment by period (i.e. state mobilization or conflagration, Fire Management Assistance Grant declaration, additional jurisdictional involvement).
11. List any specific conditions relative to this agreement, such as: dispatch procedures, one Agency representing another, notifications, incident information, coordinated intelligence, etc.
 12. Signatures of authorized personnel. List any attachments to the agreement. Give the date of the last revision or former Supplemental Agreement for the same fire.