

RECIPROCAL FIRE PROTECTION AGREEMENT (ID-21-040)

For

Cooperation in Wildland Fire Suppression

Between

Idaho Military Division

And

Idaho Department of Lands

The Idaho National Guard (IDNG) and the Idaho Office of Emergency Management (IOEM), (collectively the Idaho Military Division (IMD)), and the Idaho Department of Lands (IDL), (all collectively the “Parties”), do hereby enter into this Reciprocal Fire Protection Agreement (“Agreement”) on the date last executed, below (“Effective Date”).

RECITALS

WHEREAS, the purpose of this Agreement is to define the processes involved in interagency coordination, support, training, and planning during times of emergency due to wildland fire, and involving mutual aid among the IOEM, IDNG and IDL.

WHEREAS, pursuant to Idaho Code § 67-2332, state agencies are authorized to enter into interagency agreements, under the terms and conditions set forth therein.

WHEREAS, the Parties intend this Agreement to constitute a Reciprocal Fire Protection Agreement under 42 U.S.C. § 1856. Further, the Parties acknowledge that the IMD intends to render emergency assistance in extinguishing fires and preserving life and property from fire across the State of Idaho in accordance with the terms of this Agreement. Finally, the IMD acknowledges that providing such assistance is in the best interest of the State of Idaho and United States.

WHEREAS, the Parties further acknowledge that, in accordance with 42 U.S.C. §§ 1856(d) and (e), any sums received by the IMD as reimbursements for fire protection rendered pursuant to this Agreement will be credited to the same appropriation or fund from which the expenses were paid.

WHEREAS, the Adjutant General of the State of Idaho may exercise Immediate Response Authority (IRA) for up to 72 hours in order to provide short-duration responses as required to save lives, prevent human suffering, or mitigate great property damage.

WHEREAS, IOEM is authorized to plan and prepare for disasters and emergencies for the purposes of preventing and reducing damage, injury and loss of property resulting from natural or man-made catastrophes and coordinate state and federal emergency response, recovery and mitigation operations during emergencies and disasters as set forth in provisions of Title 46, Chapter 10, Idaho Code and Office of the Governor Executive Order 2019-15.

WHEREAS, IDL is authorized to provide and maintain a coordinated fire protection system in cooperation with federal, state, and local governments for the detection, prevention and suppression of forest and range fires within Idaho as set forth in the provisions of Title 38, Chapter 1, Idaho Code and Office of the Governor Executive Order 2019-15.

WHEREAS, IDL is at times unable to obtain, in a timely or cost-effective manner, adequate equipment and personnel capable of providing the necessary support for forest and range fire suppression efforts from commercial or cooperator sources.

WHEREAS, IDNG has available equipment and personnel that are useful in the suppression of forest and range fires on lands within the State of Idaho.

WHEREAS, pursuant to Idaho Code § 46-1008, following a declaration of a State of Disaster Emergency by Executive Order or Proclamation, the Governor may order IDNG, or any of its personnel into State Active Duty (SAD) to provide military support to IDL, with salaries and compensation reimbursed by IDL.

WHEREAS, IOEM administers the Disaster Emergency Account Program in the event of a declared State of Disaster Emergency.

NOW THEREFORE, in consideration of the mutual promises herein and the above recitals, which are incorporated herein as if set forth in full, the Parties agree as follows:

I
INTERAGENCY CONTRACT PROVISIONS

1. The cooperative undertaking described herein will be financed and conducted under the provisions of this Agreement by IDNG, IOEM, and IDL, respectively. Each agency has responsibilities under the terms of this Agreement, and no joint board or joint administrator will be used. The Agreement will be administered by each party through their representatives or their authorized designees. Purchase and maintenance of equipment used to fulfill this Agreement will be undertaken by the respective agencies as described in this Agreement. No real property will be purchased for this Agreement.
2. This Agreement shall remain in force for a period of five years from the Effective Date, until terminated by any Party by written notice in accordance with Section XIII (3), below, or until superseded by a new agreement, whichever comes first.
3. This Agreement is intended to apply when IDNG is called upon under a State of Disaster Emergency for SAD for emergency response assistance for wildland fires within the State of Idaho.
4. Financing required by this Agreement will come from the Parties' respective regular budgets. This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature

fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement may be terminated by any of the affected Parties. Termination for any of these reasons is not a default by any Party, nor does it give rise to a claim against any Party or agency.

II PROTOCOL

1. Requests for assistance (RFA) will be initiated by IDL to IOEM via the Idaho Response Center (IRC) in accordance with the Idaho Emergency Operations Plan.
2. All aircraft, vehicles, and equipment that are provided by IDNG will be operated only by IDNG service members and will remain exclusively under the control of IDNG.
3. IDNG, through its statewide organization, can provide personnel and equipment to support tasks commensurate with unit missions and capabilities. Approved missions are:
 - a. Provide aviation support for aerial transportation/delivery of firefighting personnel and equipment, aerial retardant/water delivery, aerial reconnaissance/detection, and emergency evacuations/medical transport in support of fire suppression operations.
 - b. Provide military vehicles, equipment, and personnel to support wildfire incident logistics, communications, and security operations.
 - c. Provide military vehicles, equipment, and personnel for transporting supplies and wildfire suppression personnel into areas impassable for common commercial vehicles.
 - d. Provide military equipment and qualified military personnel for construction of temporary roads or wildfire control lines and/or subsequent maintenance in support of fire suppression operations.
4. IDNG service members and equipment shall be released as soon as possible after the emergency can be controlled by civilian agencies or upon arrival of government, commercial, or private resources to fulfill the task.
5. IDNG will have first right of refusal for wildland fire suppression mission assignments (Mission Assignments) within Idaho, before acquisition of National Guard resources are exercised under federal authorities for conducting Defense Support to Civil Authorities (DSCA). In order to facilitate that first right of refusal, IDL agrees to represent IDNG and IOEM interests on both the Northern Rockies Coordination Group (NRCCG) and Great Basin Coordination Group (GBCG).
6. When resource availability has changed, IDNG will provide Boise Interagency Dispatch Center (BDC) with a listing of available IDNG resources to support wildfire missions by June 1st of each year for entry into the Interagency Resource Ordering Capability (IROC) system.
7. Protocols, procedures, and requirements established by the Military Use Handbook (NFES 2175) will be utilized as guidance by IDL in preparation and support of wildland fire suppression operations under this Agreement.

III PERSONNEL PAY RATES

1. Idaho Code § 46-605 establishes the basis of compensation for IDNG service members.
2. When IDNG is requested by IDL to support wildland fire suppression, IDNG is performing as a labor force rather than a military force. Therefore, IDL agrees to greater pay and allowance through this Agreement, referred to as Fire Pay, as stated:
 - a. Fire Pay shall be calculated using the current fiscal year Department of Defense (DoD) Military Personnel Composite Standard Pay and Reimbursement Rate (“DoD Reimbursement Rate”).
 - b. In using the DoD Reimbursement Rate, IDL and IDNG agree that the “Annual Rate Billable to Other Federal Agencies” for the Department of the Army will be used for computations. The annual rate can be converted into the daily rate for each military grade by utilizing the daily rate conversion factor listed within the DoD Reimbursement Rate, applied towards the annual rate.
 - c. Service members engaged in operations involving fire line construction, aerial suppression, or aerial delivery of firefighting personnel or equipment will receive Hazardous Duty (“HD Fire Pay”). HD Fire Pay is the daily rank-adjusted Fire Pay rate plus an additional 25%. The IDNG Chief of Joint Staff or designee is the approval authority for the authorization of any additional taskings that receive HD Fire Pay. HD Fire Pay does not apply during reset days, travel-only days, or training-only days.
 - i. For IDNG aviation resources, IDNG aircrews will receive HD Fire Pay for each day of service when mission assigned to support wildland fire suppression operations. All other IDNG aviation support personnel will receive non-hazardous duty standard Fire Pay as specified in Section III 2 b.
 - ii. “HD Fire Pay” shall be recorded and documented on daily Crew Time Reports at the completion of each work shift for service members performing hazardous duty operations as specified in Section III 2 c.
 - d. Pay will be calculated at a daily service rate and will not be broken down to an hourly rate, regardless of duty hours worked.

IV EQUIPMENT RATES

1. Aircraft and ground equipment reimbursement rates do not include the cost or any personnel related pay (Fire Pay, allowances, travel, and per diem).

2. Ground equipment rates do not include the cost of fuel, which is either provided by the agency having jurisdiction over the fire (Incident) or reimbursed by IDL with appropriate documentation.
3. Cost of fuel is included in the aircraft reimbursement rate.
4. Aircraft reimbursement rates are based on the current fiscal year Army Fixed-Wing and Helicopter Reimbursement Rates memorandum at the All-Other User Rates - O & M amounts. Army aircraft do not have Hobbs meters installed. In accordance with Army Regulation 95-1, flight time is calculated to the tenth of an hour and begins when the helicopter lifts off the ground and ends when the engines are stopped.

IDNG AIRCRAFT	METRIC
UH-60M	Hourly
UH-60L	Hourly
UH-60L (MEDEVAC Version)	Hourly
LUH-72A	Hourly

5. Ground equipment rates are based on the current fiscal year Army Ground Reimbursable Rates memorandum at the Army Reimbursable Rate per Day w/out Crew Pay amounts. The IDARNG USPFO Comptroller will provide any rates not found listed on the memorandum.

LIN	IDNG EQUIPMENT	METRIC	NOTES
T61494	HMMWV	Day	
T07679	Armored HMMWV (M1097)	Day	
(G4)	HMMWV Trailer	Day	
T60081	LMTV with and W/out	Day	Cap: 10K lbs. cargo
T40999	Truck HVY PLS (M1075)	Day	
T55054 (G4)	Truck Palletized LHS M112DA4	Day	
T58161	HEMTT Fueler	Day	Cap: 2,500 gal- fuel
T61908	MTV 5 Ton Cargo	Day	
M05001	Grader	Day	
W76816	Dozer (D7, D6, D5)	Day	
L76556	Scoop Loader 2 yard	Day	
H53576	High Mobility Eng. Excavator/Backhoe (HMEE)	Day	60 MPH Max
T82180 (G4)	Tactical Fire Fighting Truck (TFFT)	Day	Cap: 1,000 gal- water
M31997 (G4)	HEMTT Water Tender (HEWATT- M1158)	Day	Cap: 2,500 gal- water
S73372 (G4)	5K Semi- Trailer (AASF)	Day	
(G4)	Fueller Pumps	Day	

*Rates subject to change based on the current DoD FY equipment reimbursable rates. IDNG will notify IDL if and when current FY DoD rates change during the calendar year and will verify rates when activated. If there is a change in rate between the time of deployment and the time of billing, the date of deployment will dictate the rate of reimbursement.

V.
REIMBURSEMENT

1. During declared State of Disaster Emergency involving wildfire, IDL will reimburse IOEM for all reimbursable expenses incurred for services provided by IDNG under this Agreement, at the rates set forth in Sections III and IV, above.

The Parties agree to use the Disaster Emergency Account Program as the fiscal reimbursement mechanism for services provided by the Idaho National Guard under this agreement.

2. IDNG shall furnish IOEM a complete itemized billing of materials, personnel, travel, and equipment utilization expenses related to operational activities during the support period within 30 days from the date of deactivation, in a format determined by IOEM. IOEM will reimburse IDNG for eligible expenses under the prevailing cost share agreement and in accordance with the mission assignment. IDL will complete reimbursement within 60 days of receipt of a complete billing submission. If IMD is activated in support of wildland fire operations in the final quarter of the state fiscal year, April through June, IMD may submit a partial billing for personnel before the completion of their assignment. This partial billing shall be supported by actual personnel payroll costs with accompanying documentation. Once the assignment is complete, the total billing shall contain documentation supporting the entire response with a credit for the partial billing already submitted and paid.
3. IDNG personnel will record personnel time worked on Crew Time Reports (CTR), SF-261. Time worked shall be completed and approved daily while at the incident. All CTRs shall be turned in to Incident finance and recorded on an Incident Time Report, OF-288. Original timekeeping documentation shall be returned to IDNG.
4. IDNG personnel will record vehicle and equipment use, daily, on Emergency Equipment Shift Tickets, OF-297, or vehicle and equipment use records in accordance with IDNG policy and as appropriate based upon IDNG rates. Vehicle and equipment use documentation will not be provided to the incident command but will be required for the billing packet.

Wildland Agency Field Liaison and/ or Section Chief assigned to supervisor duties over IDNG elements shall ensure IDNG Crew Time Reports and/ or Equipment Shift Tickets are completed daily and delivered to incident finance personnel.

5. During demobilization ensure the Finance Section provides IDNG with original documentation required for reimbursement. This includes original Incident Time Report OF-288, Emergency Equipment Shift Ticket OF-297, and Emergency Equipment Use Invoice OF-286, if applicable. When OF-288's is not provided at the incident, original Crew Time Reports shall be returned to IDNG. Prior to demobilization from the incident, IDNG service members shall ensure all hours of work performed, including eligible HD Fire Pay are recorded accurately for reimbursement purposes.
6. Aircraft usage shall be reimbursed based on flight time logged to the tenth of an hour.

7. Ground equipment usage shall be reimbursed by days, whole hours, or mileage, as applicable.
8. Ground equipment fuel costs will be reimbursed as follows:
 - a. Purchased from civilian vendor-actual cost.
 - b. Provided from military source-Defense Logistics Agency (DLA) rate current at the time when fuel was received.
 - c. Provided or contracted by a state agency-no charge.
9. IDL will only reimburse for personnel and equipment assigned to support the Mission Assignment (MA). If the incident support requirements expand and additional support personnel or equipment become necessary each will be negotiated, approved, and documented by IDL and IOEM prior to being ordered.
10. IDL will reimburse the Disaster Emergency Account for equipment repairs beyond normal wear and directly attributable to damage incurred from mission execution.
 - a. IDNG equipment will be reimbursed for fuel and operating fluids (transmission fluid, Diesel Exhaust Fluid (DEF), etc.) as required by manufacturer for safe operation of equipment during an assignment. Costs will be reimbursed with proper documentation (e.g., detailed receipt).
 - b. Normal wear and tear and maintenance will be IDNG's responsibility. No further payment will accrue during any period that equipment is not in a safe or operable condition. Payment will be based on the hours the resource was operational during the assigned shift.
11. The cost of meals (not provide by the Incident), lodging, and transportation of personnel on SAD will be reimbursed based upon the Idaho State Board of Examiners' Travel Policy and Procedures in effect at the time the costs are incurred.
12. Lodging and travel costs should be charged to the Incident. Any out-of-pocket lodging and travel costs incurred by IDNG service members must be approved by the appropriate Incident representative prior to mission execution. Service members who incur costs will submit a State of Idaho travel voucher/claim form for reimbursement and in accordance with the Idaho State Board of Examiner's Travel Policy and Procedures.
13. Reimbursement for the use of IDNG facilities is pursuant to IDNG Community Relations (COMREL) process. Costs for use of IDNG facilities will be reimbursed by IDL for actual costs incurred at rental rates set forth by the IDNG.
14. Notwithstanding any other provision contained in this Agreement, in accordance with 42 U.S.C. § 1856(d) all sums received by the IDNG for costs incurred for fire protection rendered pursuant to this Agreement will be credited to the same appropriation or fund from which the expenses were paid.

15. Reimbursement questions will be directed to:

- a. Amber Honsaker, IDL- Fire Business Program Manager
Phone (208) 666-8644; email: AHonsaker@idl.idaho.gov
- b. Matt McCarter, IOEM- Grants Branch Chief
Phone (208) 258-6517; email: mmccarter@imd.idaho.gov
- c. Paul Boice, IDNG- USPFO Comptroller
Phone (208) 272-4540; email: paul.a.boice.mil@army.mil

VI GENERAL PROCEDURES

1. Command and Control. The Incident Commander (IC) will be considered the lead officer for any firefighting operation. Thus, the IC may be provided from either IDL or another cooperating agency. IDNG shall designate a Task Force (TF) Commander retaining general oversight and responsibility for IDNG service members and equipment. While assigned to an incident, the TF Commander will report directly to the IC or designated Section Chief. One IDNG Officer in Charge (OIC) or Non-Commissioned Officer in Charge (NCOIC) will serve as TF Commander and coordinate the activities between the Incident Command, IRC, and the Idaho Joint Operations Center (ID-JOC). The TF Commander will ensure IDNG service members and equipment are appropriately conducting duties assigned by IDL, or the Incident Command, and that duties assigned are appropriate to IDNG mission capability.
2. The Incident Command and/ or Wildland Agency Line Officer hosting the incident is responsible for ensuring IDNG service members are provided lodging, meals, and any other logistical support needs, as appropriate while assigned to the incident. Support for lodging, meals or other logistical needs will be coordinated through the assigned Wildland Agency Field Liaison to Incident Command or Wildland Agency Line Officer over the incident.
3. All IDNG service members will perform duties in military or firefighter uniform, as appropriate.
4. All equipment must be in operational condition at time of deployment. IDL will not be responsible for operational expenses for any equipment that fails to reach the assigned incident, cannot pass required incident equipment inspection, or is damaged due to IDNG service member negligence.
5. IDNG TF Commander or designee will facilitate and coordinate with Incident Command and IRC for all unscheduled equipment maintenance and repairs of IDNG equipment experienced during mission assignment deployment.

6. IDNG service members will complete and submit all forms that IDL or incident representatives require.

**VII
AVIATION - MISSION READY PACKAGES**

All aviation Mission Ready Packages (MRP) require aviation mission support personnel to effectively operate regardless of the assigned base of operations. Each mission support package is capable of supporting up to four aircraft when all aircraft are assigned to the same base of operations. When requesting more than four aircraft, or aircraft are assigned to different bases of operation, additional aviation mission support packages will be required.

Aviation Mission Support
Officer in Charge
Non-Commissioned Officer in Charge
Aviation Flight Operations Specialist (15P)
Aviation Technical Inspector
Avionics Specialist (15N) or Electronic Specialist (15F)
Fuel NCOIC
3 x HEMMT Fuel Tank Drivers & Operators (92F)
3 x Aircraft Mechanic (15T)
Total Personnel: 12

UH60-L Firefighting / General Support
Pilot in Command (PC)
Pilot (PI)
Crew Chief x 2
Total Personnel: 4
UH60-M Firefighting / General Support
Pilot in Command (PC)
Pilot (PI)
Crew Chief x 2
Total Personnel: 4

UH60-L MEDEVAC
Pilot in Command (PC)
Pilot (PI)
Crew Chief
Medic
Total Personnel: 4
UH-72 MEDEVAC
Pilot in Command (PC)
Pilot (PI)
Crew Chief
Medic
Total Personnel: 4

VIII AVIATION SUPPORT PROCEDURES

1. Upon activation, an IDL or Wildland Agency Helicopter Manager shall serve as the Wildland Agency Field Liaison for IDNG rotor wing aviation elements supporting wildfire suppression operations.
2. The Wildland Agency Helicopter Manager shall provide the appropriate Interagency Dispatch Center (IDC) aircraft desk with the type of aircraft that will be deployed to the incident.
3. The Wildland Agency Helicopter Manager shall request the following information from the IDC aircraft desk:
 - a. Resource order number for the assigned incident
 - b. Air and ground contacts
 - c. Radio frequencies
 - d. Incident location and other pertinent information
4. Once airborne, aircrew shall contact the aircraft desk with the following information:
 - a. Call sign
 - b. Tail number
 - c. Number of personnel onboard
 - d. Fuel onboard (HH:MM)
 - e. Destination
 - f. Estimated time of arrival (ETA)
 - g. Name of Wildland Agency Helicopter Manager
5. Aircrew shall provide a flight following status check every 15 minutes by either geographic location or latitude/longitude if not equipped with automated flight following capability.
6. Aircrew shall notify the aircraft desk when the aircraft has established contact with air-attack or air-operations at the incident scene.
7. Aircrew shall notify the aircraft desk of the ETA to/from home station or to another incident.
8. Aircrew or Wildland Agency Helicopter Manager shall notify aircraft desk of landing time and total flight hours upon arrival at home station.
9. IDNG service member duty day limitations:
 - a. Aircrew- 14 hours maximum
 - b. Non-Aircrew- 16 hours maximum
10. Aircrews will adhere to the IDARNG Aviation Group Standard Operating Procedures (SOP) and the NWCG Standards for Helicopter Operations (PMS 510).

IX
GROUND - MISSION READY PACKAGES

All ground support MRPs will include an Officer in Charge (OIC), and/or a Non-Commissioned Officer in Charge (NCOIC). Additional leadership and staff may be required based on the size of element, the task and purpose of the element, expected deployment duration, civil considerations, terrain, weather, and complexity of operations.

General Support Mission Package			
Personnel	Leadership	Support and Staff	Equipment
250 – 500	Battalion Commander Battalion CSM Battalion Executive Officer 3x Company Commander 3x Company First Sergeant	2x Sustainment Staff 2x Operational Staff 2x Radio/Tele Spc 2x Incident LNOs	Mission Dependent
100 – 250	OIC NCOIC	2x Sustainment Staff 2x Operational Staff	3x Command Support Vehicles DSCA Kit Mission Required Equipment
30 – 100	OIC NCOIC	Sustainment Staff Operational Staff	3x Command Support Vehicles DSCA Kit Mission Required Equipment
< 30	OIC NCOIC	None	Command Support Vehicle DSCA Kit Mission Required Equipment

Type 2 Hand Crew Mission Package			
Personnel	Leadership	Support and Staff	Equipment
22 <i>*(Includes Medic and Combat Life Saver)</i>	OIC SNCOIC	2x Sustainment Staff 4x Operational Staff	Mission Dependent HEMTT 2x LMTV

Security Mission Package			
Checkpoints	Personnel	Leadership	Equipment
3	12 Security Personnel	NCOIC	4x HMMWV with Radios/BFT LMTV 3x Checkpoint Kits
6	24 Security Personnel, 1 Mechanic	OIC NCOIC	7x HMMWV with Radios/BFT LMTV 6x Checkpoint Kits
9	36 Security Personnel, 1 Mechanic	OIC NCOIC Supply/Admin Spc	4x HMMWV with Radios/BFT 2x LMTV WKR 9x Checkpoint Kits

TFFT-Tactical Fire Fighting Truck Mission Package
Crew Chief (CC) Driver-Operator (DO) Firefighter 1 Firefighter 2
Total Personnel: 4
HEWATT-Heavy Expanded Water Tender Mission Package
Crew Chief (CC) Driver-Operator (DO)
Total Personnel: 2

X
MOBILIZATION – DEMOBILIZATION PROCEDURES

1. Mobilization

- a. IRC is responsible for coordinating all RFAs and issue wildfire mission assignments involving IDNG resources mobilized to support wildfire suppression operations under this agreement.
- b. BDC shall serve as the host dispatch center for all IDNG resources when mission assigned by the IRC to support wildfire suppression operations.
- c. All RFAs, mission assignments and mobilization of IDNG resources will follow protocols specified in Exhibit A in this agreement.
- d. All RFA involving use of IDNG resources shall plan to include an additional 72 hours for mobilization of IDNG resources and one additional workday for demobilization of IDNG resources when determining the duration of wildfire assignments.
- e. IDNG will arrange and/or provide transportation for all Mission Ready Packages mobilized in support of wildfire mission assignments.

2. Demobilization

- a. IDL will coordinate with Incident Command and / or the IDNG TF Commander assigned to the incident regarding demobilization status of IDNG resources and share demobilization plans with IRC and BDC.
- b. IDNG TF Commander will coordinate plans for demobilization and / or exchange of IDNG resources with IRC Operations.

- c. Once IDNG resources are released from the incident, TF Commander will notify IRC, IDNG JOC, IDL and BDC of IDNG travel plans and estimated time of arrival back to home units.

XI GROUND SUPPORT PROCEDURES

1. The incident will provide hand tools to IDNG service members deployed in support of fire suppression operations, as required.
2. IDNG will ensure all required Personal Protective Equipment (PPE) is provided to IDNG service members deployed in support of fire suppression operations, either by direct supply or through the Great Basin Fire Cache (GBK) in Boise, ID.
3. Supplies provided by the Fire Cache System:
 - a. IDNG will coordinate and provide BDC with a supply order request for PPE and other essential equipment necessary to support IDNG wildfire mission assignments. Other essential equipment may include radios and fire tools.
 - b. During mobilization of IDNG resources, BDC will initiate and coordinate supply order requests with GBK or other local fire cache to secure and deliver PPE and other essential equipment to the IDNG prior to wildfire assignment deployment.
 - i. IDNG will provide a service member crew manifest with equipment pick list containing PPE size information to BDC for supply order requests involving hazardous duty wildfire assignments to expedite mobilization of resources.
 - c. Upon demobilization from wildfire mission assignments or termination of field training events, IDNG will coordinate the return of PPE and other essential equipment with GBK or other local fire cache.
4. IDNG service members will track and report all equipment usage including hours, days, mileage, as appropriate, fuel consumed, and any other expenditures.

XII COOPERATIVE TRAINING

1. The Parties may participate in cooperative training to improve interagency coordination and fire suppression effectiveness. Training may be conducted during periods without a state of emergency declaration.
2. The Parties will assume their own costs for their respective agency personnel and equipment engaged in cooperative training, unless mutually agreed upon in advance by party representatives.

3. IDNG recognizes National Wildland Coordinating Group's PMS 310-1 NWCG Standards for Wildland Fire Position Qualifications as IDNG wildland fire incident qualifications and training standards for its wildland fire program.
 - a. IDL recognizes the physical fitness programs implemented by the IDNG which includes ACFT (Army Combat Fitness Test) and the AFPFA (Air Force Physical Fitness Assessment) as being equivalent fitness standards to the NWCG's "arduous physical fitness" rating and therefore adequate to verify fitness of personnel assigned to fireline duty.

XIII LIABILITY

1. The Parties acknowledge that each is a State of Idaho agency, and each is responsible only for the acts, omissions, or negligence of such agency's own employees. The term "employee" is defined for the purposes of this section as set forth in Idaho Code § 6-902. The Parties acknowledge that each participate in the State of Idaho Risk Management Program comprehensive liability plan utilizing the Retained Risk Account ("Risk Program"). Each of the Parties is obligated to notify the Division of Risk Management and the other agencies upon receipt of notice or in the event it has knowledge of any claim or damage arising out of this Agreement.
2. Nothing in this Agreement shall extend the tort responsibility or liability of any Party hereto beyond that required by the Idaho Tort Claims Act, Idaho Code § 6-901 *et seq.* Any covered third-party tort liability claim, suit, or loss arising from this Agreement shall be allocated, among the Parties, by the Division of Risk Management for purposes of their respective loss experiences and subsequent allocation of self-insurance assessments.
3. Each agency shall be responsible for damage to the property of the other agency caused by its employees in the performance of this Agreement. If property damage arises in the performance of this Agreement and is covered by the Risk Program, the Division of Risk Management shall charge the damage or loss to the responsible agency's loss history, and the responsible agency shall pay the deductible, if any.
4. If a claim or damage is not covered by the Risk Program, the responsible agency shall pay the costs arising from such claim or damage. If a claim or damage arises from all Parties' performance of the Agreement or is not allocable to any agency, each agency shall pay the costs to such agency arising from the claim or damage.

**XIV
GENERAL TERMS**

1. All Parties must comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. 2000d).
2. This Agreement sets forth the entire agreement between the parties related to the subject matter of this Agreement. All prior agreements among the parties regarding the subject matter of this Agreement are hereby terminated.
3. This Agreement expires five years from the date of the final signature.
4. This Agreement may be terminated by any Party upon thirty (30) days' written notice to the other Parties.
5. Any notice given in connection with this Agreement shall be in writing and shall be delivered by hand to the other Parties; by certified mail, postage prepaid, return receipt requested to the Parties at the addresses set forth below; or by electronic mail to the other Parties at the electronic mail addresses set forth below. Notice shall be deemed delivered immediately upon personal service or sending of an electronic mail, or forty-eight (48) hours after depositing notice in the United States mail. Each Party may change its contact information, mailing address, and electronic mail address by giving written notice of the change to the other Parties.

To: Idaho National Guard
LTC Anthony Vincelli – J5/7
Bldg. 440, Gowen Field, Boise, ID. 83705
Phone: 208 422-5232
Email: anthony.vincelli.1@us.af.mil

To: Idaho Office of Emergency Management
Teresa Luna – Executive Administrative Officer
4040 Guard St. Bldg. 600, Boise, ID. 838705
Phone: 208 258-6540
Email: tluna@imd.idaho.gov

To: Idaho Department of Lands
Josh Harvey, Bureau Chief – Fire Management
3284 W. Industrial Loop, CDA. ID. 83815
Phone: 208 666-8650
Email: jharvey@idl.idaho.gov

IN WITNESS THEREOF, the Parties have executed this Agreement as of the last date written below.

Dustin T. Miller
Dustin T. Miller (May 5, 2022 15:15 MDT)

Dustin Miller, Director
Idaho Department of Lands

May 5, 2022

Date

Brad Richy

Brad Richy, Director
Idaho Office Emergency Management

Apr 26, 2022

Date

Michael Garshak

Major General Michael Garshak, Adjutant General
Idaho National Guard

Apr 27, 2022

Date

Paul A. Boice
Paul A. Boice (May 3, 2022 12:27 MDT)

COL Paul A. Boice, USPFO
Idaho National Guard

May 3, 2022

Date

MAJ Stephen Stokes
MAJ Stephen Stokes (Apr 26, 2022 14:50 MDT)

MAJ Stephen A. Stokes
Idaho National Guard

Apr 26, 2022

Date

EXHIBIT A

REQUESTING AND MOBILIZING NATIONAL GUARD SUPPORT

