

**NORTH DAKOTA STATEWIDE MASTER COOPERATIVE
WILDLAND FIRE MANAGEMENT AND STAFFORD ACT
RESPONSE AGREEMENT**

Between The

**UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT,
MONTANA/DAKOTAS STATE OFFICE
UEI: YWM3W5LSWY51**

**NATIONAL PARK SERVICE,
MIDWEST REGION
UEI: ZK1LYM6WE3C4**

**BUREAU OF INDIAN AFFAIRS,
GREAT PLAINS REGION
UEI: FAEQN3LV59K3**

**UNITED STATES FISH AND WILDLIFE SERVICE,
MOUNTAIN-PRAIRIE REGION
UEI: MMR7BW92EDK3**

And The

**UNITED STATES DEPARTMENT OF AGRICULTURE,
FOREST SERVICE
NORTHERN REGION
UEI: G2EGL5TJE6N3
*Agreement # 24-FI-11015600-003***

And The

**STATE OF NORTH DAKOTA
NORTH DAKOTA STATE UNIVERSITY
(DBA, NORTH DAKOTA FOREST SERVICE)
UEI: DMJFJJ2R7Y1**

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I. AUTHORITIES

Reciprocal Fire Protection Act of May 27, 1955, as amended (69 Stat. 66; 42 U.S.C. 1856)
Disaster Relief Act of May 22, 1974, (42 U.S.C. 5121 as amended)
Robert T. Stafford Disaster Relief and Emergency Assistance Act (P.L. 93-288)
Homeland Security Act of 2002 (H.R. 5005-8)
Homeland Security Presidential Directive-5 (HSPD-5)
Post-Katrina Emergency Management Reform Act of 2006. (P.L 109-295, 120 Stat. 1355)
National Indian Forest Resources Management Act (P.L. 101-630, Title III) (Interior Agencies)
Service First, Section 330 of the Department of the Interior and Related Agencies Appropriations Act of 2001, Pub. L. 106-291, 114 Stat. 996, 43 U.S.C. sec. 1701 note, as amended (FS, DOI)
Department of the Interior and Related Agencies Appropriations Act, 1999, as included in P.L. 105-277, section 101(e);
Federal Land Policy and Management Act of Oct. 21, 1976, (P.L.94 579; 43 U.S.C.)(BLM)
NPS Organic Act (16 U.S.C.1) (NPS)
National Wildlife Refuge Administration Act of 1966 (16 U.S.C. 668dd-668ee, 80 Stat. 927, as amended) (FWS)
National Wildlife Refuge System Improvement Act of 1997 (P.L. 105-57) (FWS)
National Forest Management Act of 1976 (16 U.S.C. 1600) (FS)
US Department of the Interior and Related Agencies Appropriations Acts
North Dakota Century Code (Chapter 4.1-21, Chapter 18-02, Chapter 37-17.1-ND Disaster Act of 1985)

II. PURPOSE

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

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

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

III. PARTIES TO THE AGREEMENT

The Parties to this Agreement are:

The State of North Dakota, North Dakota Forest Service, hereinafter called “State” or when referred jointly with other states in this Agreement called, States; and

The United States Department of Agriculture, Forest Service, Region 1, Northern Rockies; hereinafter called the “USFS”; and

The United States Department of the Interior, National Park Service, Midwest Region, hereinafter called, NPS; and

The United States Department of the Interior, Fish and Wildlife Service, Mountain-Prairie Region, hereinafter called, FWS; and

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

The United States Department of the Interior, Bureau of Land Management, Montana/Dakotas State Office, hereinafter called, BLM.

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

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

IV. TERMINOLOGY, EXHIBITS AND SUPPLEMENTS

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

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

A. Incorporation of Exhibits into Agreement

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

Exhibit A	Glossary of Terms
Exhibit B	Principal Contacts
Exhibit C	North Dakota Statewide Operating Plan
Exhibit D	Reimbursable Billings and Payments
Exhibit E	Cost Share Agreement Instructions
Exhibit F	Cost Share Agreement Template
Exhibit G	Supplemental Fire Department Resources Template
Exhibit H	Use and Reimbursement for Stafford Act Shared Resources
Exhibit I	Supplemental Fire Project Agreement Template
Exhibit J	Selection Table for DOI/USFS/State Serious Accident Investigation Type
Exhibit K	MAC Agenda Outline

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

B. Acknowledgement of Supplements to the Agreement

Supplements to this Agreement, including Operating Plans, Joint Projects and Project Plans, Supplemental Fire Project Agreements, and Cost Share Agreements will further describe working relationships, financial arrangements, and joint activities not otherwise specified under the terms of this Agreement.

C. Hierarchy and Precedence for Agreements, Exhibits, Operating Plans, etc.

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

1. This Agreement and All Exhibits
2. Geographic or Statewide Operating Plan
3. Sub-geographic Operating Plan
4. Cost Share Agreements
5. Joint Projects, Project Plans, or Supplemental Fire Project Agreement

V. PERIOD OF PERFORMANCE

A. Commencement/Expiration: This Agreement shall be effective and in effect for five years, beginning from the date of the last signature.

B. Modifications: Modifications within the scope of this Agreement shall be made by mutual consent of the Parties to the Agreement, by the issuance of a written modification, signed and dated by all Parties to the Agreement, prior to any changes being performed. No Party is obligated to fund any changes not properly approved in advance.

C. Termination: Any Party to the Agreement shall have the right to terminate its participation under this Agreement by providing one year advance written notice to the other Parties.

D. Annual Review: If deemed necessary, prior to March 1st, representatives of the Parties to the Agreement will meet and review matters of mutual concern. Operating Plans, at all levels, will be reviewed annually. If necessary, Operating Plans will be revised.

E. Previous Agreements Superseded: This Agreement supersedes the following:

2017-2023 North Dakota Master Cooperative Wildland Fire Protection and Stafford Act Response Agreement

USFS #17-FI-11015600-012, and FWS -NORT_COOP_2017_FF06R03000; Other DOI agencies-BLM, NPS, BIA - no separate agreement numbers were assigned.

Existing Supplemental Fire Project Agreements may remain in effect to the extent that they do not conflict with the provisions of this Agreement, but only until such time that all activities and conditions covered by those agreements can be accomplished.

VI. RECITALS

- A.** Lands for which Local Fire Departments are responsible for wildland fire protection in North Dakota, with the support and assistance of the State, and the lands for which the respective Federal Agencies are responsible, are intermingled or adjacent in some areas, and wildland fires on these intermingled or adjacent lands may present a threat to the lands of the other.
- B.** The Parties to this Agreement maintain fire protection and fire management organizations.
- C.** It is to the mutual advantage of the Parties to this Agreement to coordinate efforts for the prevention and detection of, and responses to wildfires, fuels management, suppression, non-wildland fire emergencies (as authorized), and cooperative projects for resource and protection objectives in and adjacent to their areas of responsibility, and to limit duplication and improve efficiency and effectiveness.
- D.** It is the intent of the Parties to this Agreement that State resources be available to assist in fire management activities on all federal lands, and on other lands upon which the Federal Agencies are responsible to protect.
- E.** It is the intent of the Parties to this Agreement that federal resources be available to assist in fire management activities on all state and private lands where the State supports wildfire assistance to Local Fire Departments protection areas.
- F.** The USFS, BLM, BIA, NPS, and FWS have entered into a National Interagency Agreement for Wildland Fire Management to cooperate in all aspects of fire management.
- G.** It is noted that local fire resources are often mobilized within a state pursuant to a separate state MOU or Agreement with local fire departments or fire organizations, with reimbursement handled according to the terms detailed within that MOU or Agreement.

- H. It is expected that all federal, state, and local agencies will coordinate assistance and operations during Stafford Act responses by following the procedures and requirements established in the NRF. This Agreement documents the commitment of the Parties to provide cooperation, resources, and support to the Secretary of Homeland Security and Administrator of the FEMA in the implementation of the NRF, as appropriate and consistent with their own authorities and responsibilities. Some state and local resources are limited by statute to wildland fire response, requiring the governor to specifically approve mobilization outside of their state for non-fire emergencies. State emergency declarations and responses for all-hazard and non-Stafford Act responses are outside the scope of this Agreement.
- I. The Responsibilities of the Parties to this Agreement shall be distinguished as follows:
1. **Jurisdictional Agency**—Agency having land and resource management responsibility for a specific geographical or functional area as provided by federal, state, or local law. Under no circumstances may a Jurisdictional Agency abdicate legal responsibilities as provided by federal or state law.
 2. **Protecting Agency**—Agency responsible for providing direct incident management within a specific geographical area pursuant to its jurisdictional responsibility or as specified and provide by contract, cooperative agreement, or other agreement or arrangement.
 3. **Supporting Agency**—Agency providing suppression or other support and resource assistance to a Protecting Agency.

In consideration of the mutual commitments and conditions herein made, the Parties agree as follows:

VII. INTERAGENCY COOPERATION

- A. **The Northern Rockies Coordinating Group (NRCG):** provides coordination and recommendations for all interagency fire management activities in North Dakota. Membership, procedures, and guidelines will be agreed to and documented in the NRCG Charter (Memorandum of Understanding and/or Standard Operating Procedures).
- B. **National Incident Management System:** The Parties to this Agreement will operate under the concepts defined in the National Incident Management System (NIMS). In implementing these concepts, Parties to this Agreement will be expected to follow the NWCG's minimum standards as defined in the Wildland Fire Qualifications Systems Guide, PMS-310. NWCG recognizes the ability of cooperating agencies at the local level to jointly define and accept each other's qualifications for initial attack, extended attack, fire operations, and prescribed fire. The NWCG minimum standards are NIMS compliant. The following NIMS concepts will be followed as they are implemented: Incident Command System (ICS), qualifications system, training system, the management of publications, and participating in the review, exchange, and transfer of technology as appropriate for providing qualified resources, and for the management of incidents covered by this Agreement.
- C. **Operating Plans:** Operating plans will be developed using Exhibit C, Operating Plan Outline, at the geographic, statewide, or sub-geographic area level, as appropriate, and will tier to this Agreement. Operating Plans may be written for more than one year, but should be reviewed annually, and will be subject to modifications, as warranted. No Operating Plan tiered to this Agreement should be written beyond the expiration date of this Agreement. The following operating plans are listed in descending order of precedence:

1. Geographic Area Operating Plans:

[The Northern Rockies Mobilization Guide](#) will address issues affecting Geographic Area-wide cooperation. The Northern Rockies Mobilization Guide will be approved by the signatory of state and federal NRCG member agencies. The Northern Rockies Mobilization Guide will be incorporated by reference and be considered part of the Geographic Area Operating Plan.

2. Statewide Operating Plans:

Statewide Operating Plans will address issues affecting statewide cooperation. The Statewide Operating Plans will be approved by the authorized signatory state and federal members.

The Statewide Mobilization Guides will be identified and considered part of the Statewide Operating Plans.

All Parties to this Agreement are members of the North Dakota Fire Council (NDFC), made up of local, state, and federal partners involved in wildland fire, that serves as an advisory group for coordination of wildland fire cooperative activities within North Dakota.

3. Sub-Geographic Area Operating Plans:

Sub-geographic area operating plans will be developed that outline the details of this Agreement for sub-geographical areas. Unit Administrators will have the responsibility for developing and approving sub-geographic area operating plans. Unless superseded by the Geographic Area or Statewide Operating Plans, sub-geographic area operating plans will apply.

4. Project Plans:

Project plans are developed for specific non-suppression, fire related projects or activities. (See related clause: Joint Projects and Project Plans).

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

The North Dakota zone dispatch center is Miles City Interagency Dispatch Center located in Miles City, Montana. Staffing, funding, and level of participation will be agreed to by the affected Parties to this Agreement and documented in geographic, statewide, or sub-geographic area operating plans and/or appropriate mobilization guides.

E. Northern Rockies Coordination Center: The Parties to this Agreement recognize the Northern Rockies Coordination Center in Missoula, MT, as the Geographic Area Coordination Center (GACC) for the Northern Rockies Geographic Area. The Parties to this Agreement will coordinate, mobilize, and demobilize emergency management resources through the GACC as appropriate. Parties to this Agreement are not precluded from independent movement of their own resources.

F. Interagency Resources: Interagency funding, staffing, and utilization of resources and facilities will be pursued by the Parties to this Agreement whenever an interagency approach is appropriate and cost effective. Shared staffing and funding will be commensurate with each Parties use of resources, will be agreed to, and documented in operating plans, and will be subject to the availability of appropriations.

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

- G. State-to-State Response:** Should a state Party to this Agreement intend to utilize the assistance of the USFS to accept the reimbursement amounts expended for resources and services provided from another State, and have the Forest Service or other Federal Agency pay that amount to the State seeking reimbursement, that State shall agree to meet the associated reimbursement obligations and requirements, including any reasonable administrative fees, as agreed upon by the State and the Forest Service, and detailed in Exhibit D, Reimbursable Billings and Payments.
- H. Standards:** The Parties to this Agreement desire to achieve common standards within the Parties' best interest, recognizing differing agency missions and mandates. Each Party to this Agreement recognizes that other Parties' standards are reasonable, prudent, and acceptable. This clause does not affect the Jurisdictional Agency's land management standards.

VIII. PREPAREDNESS

- A. Protection Planning:** Annually, before March 1st, sub-geographic area Unit Administrators will determine efficiencies to be gained from reciprocal assistance and acquisition of protection services. Operating plans will document decisions. Plans should be reviewed, and agreement reached concerning such items as placement of crews, engines, air tankers, helicopters, fixed and aerial detection, regulated use, closures, and other joint fire suppression efforts.
- B. Protection Areas and Boundaries:** Protection areas, as defined by boundaries, will be mapped and or described, and made a part of geographic, statewide, or sub-geographic area operating plans. Protection Areas may include lands under the jurisdiction of another agency as authorized by law.
- C. Methods of Fire Protection and Suppression:** One agency may provide fire protection services on lands under the jurisdiction of another, within their authority and as authorized by law. The following are different methods to provide those services:
- 1. Reciprocal (Mutual Aid) Fire Protection:** As deemed appropriate, the Agencies may, by agreement in Operating Plans, 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 incurred following the initial dispatch of any ground resources to the fire for the duration of the mutual aid period. The length of the mutual aid period is usually 24 hours and will be documented in the Operating Plan.
 - 2. Reimbursable (Cooperative) Fire Protection:** The Protecting Agency may request suppression resources of other Agencies for its protection work. Such resources shall be paid for by the Protecting Agency. See applicable item regarding Reimbursable Billings and Payments, Exhibit D.
 - 3. Exchange (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. Exchange zones will be documented in Operating Plans.

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

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

4. **Contract (Fee Basis) Fire Protection:** For an agreed upon fee, one Agency may assume fire protection responsibilities on lands under the jurisdiction of another Agency. The terms and conditions of such arrangements must be included in Operating Plans and carried out through an appropriate procurement document.

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

E. Fire Prevention: The Parties to this Agreement agree to cooperate in the development and implementation of fire prevention programs. Unit Administrators will ensure that fire prevention goals and activities are planned at local levels and are addressed in the appropriate operating plans. Specific fire prevention plans should be developed by local interagency fire management personnel. The Parties to this Agreement may pool resources and each Party pay its own costs. Unit Administrators are encouraged to participate in local fire prevention cooperatives, organizations, or groups, where applicable.

F. Public Use Restrictions: Guidelines for implementing restrictions and closures shall be established by a separate MOU or Agreement, and/or in an Operating Plan.

G. Burning Permits: Burning permit procedures, where applicable, will be included in local operating plans. If authorized by state and federal law, federal employees or their agents may be granted authority by the states to issue burn permits when it is determined to be in their mutual interest.

I. Prescribed Fire and Fuel Management: The Parties to this Agreement agree to cooperate in the development and implementation of planned ignitions, prescribed fire, and fuels management programs.

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

- J. Smoke Management:** Within their authorities, the Parties to this Agreement agree to cooperate in smoke management efforts for wildfires and prescribed fires. The need for air resource advisors is increasing and additional technical expertise may be available through State air quality and regulatory agencies. The state may facilitate the request and utilization of state air regulatory agencies as resource advisors during any wildfire and prescribed fire incident that could benefit from such additional technical expertise.

IX. OPERATIONS

- A. Closest Forces Concept:** The guiding principle for dispatch of initial attack suppression resources is to use the closest available and appropriate resource regardless of which Party owns or controls the resources, and regardless of which Agency has protection responsibility or jurisdiction.
- B. Fire Notifications:** Each Party will promptly notify the appropriate Protecting Agency of fires burning on or threatening lands for which that agency has protection responsibility. Likewise, protecting Agencies will promptly inform jurisdictional agencies whenever they take action on fires for which the Protecting Agency is responsible. Fire reports will be sent to jurisdictional agencies within the timeframes established in the applicable Operating Plan, Agreement or Memorandum of Understanding.
- C. Boundary Line Fires:** A boundary line fire, as defined in Exhibit A, Glossary of Terms, will be the initial attack responsibility of the protecting agencies on either side of the boundary. Neither agency will assume the other Agency is aware of the fire or that the other agency will take action. Each agency will make every reasonable effort to communicate with the other concerning the fire. When protecting agencies have arrived at the site of the fire, the agencies will mutually agree to the designation of an Incident command organization.
- D. Independent Action:** Except as otherwise limited in geographic, statewide, or sub-geographic area operating plans, nothing herein shall prohibit any Party, on its own initiative, from going upon lands known to be protected by another Party to this Agreement to engage in suppression of wildfires, when such fires are a threat to lands under that Party's management or protection responsibility. In such instances, the Party taking action will promptly notify the Protecting Agency. Such actions will be commensurate with the land management considerations of the Jurisdictional Agency, and subject to the laws and regulations of the Jurisdictional Agency.
- E. Escaped Prescribed Fires:** Wildfires resulting from escaped prescribed fires that were ignited by, managed at the direction of, or under the supervision of one of the Parties to this Agreement shall be the responsibility of the Jurisdictional Agency. If the Parties to this Agreement jointly conduct or manage a prescribed fire, the responsibility for suppression costs, should it escape, shall be agreed upon and documented in the Project Plan. Unless otherwise agreed, all suppression costs and associated damages are the responsibility of the Jurisdictional Agency. The Parties to this Agreement will not hold each other responsible under this clause for escaped prescribed fires originating on private land, or on state or federal lands not protected by one of the Parties to this Agreement.
- F. Response to Wildland Fire:** All fire suppression action conducted by one Party on lands of another Party shall be consistent with the Jurisdictional Agency's fire management policy, preplanned objectives for the area in which the fire occurs, and the terms of this Agreement.

A Special Management Considerations section in the Operating Plan, addressing resources and other management concerns, will be used by Unit Administrators of the Agencies to identify

areas of special management consideration, and to communicate appropriate fire management actions and any restrictions on firefighting tactical techniques to an Incident Commander.

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

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

- G. Delegation of Authority:** Operating Plans will document procedures and criteria for Unit Administrators to specify direction, authority, and financial management guidelines to Incident Commanders.
- H. Preservation of Evidence:** As initial action is taken on a fire, the initial attack forces will preserve information and evidence pertaining to the origin and cause of the fire. Protecting and Jurisdictional Agencies shall render mutual assistance in the gathering of evidence to the fullest extent practicable. Affected Parties to this Agreement will meet to determine an appropriate investigation process.
- I. Stafford Act Response:** For Stafford Act Responses, procedures and requirements established in the NRF shall be utilized by Parties to this Agreement to authorize and accomplish any required response or support tasks. Any Party requesting support pursuant to a Stafford Act Response shall issue written instructions and funding limitations to any Party providing cooperation, resources, or support. Mobilization activities will be accomplished utilizing established dispatch coordination concepts pursuant to the current *National Interagency Mobilization Guide*.

X. USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES

- A. Appropriated Fund Limitation:** Nothing in this Agreement shall require the Parties to this Agreement to obligate or expend funds, or require the United States, the State of North Dakota, or the other Parties to this Agreement to enter into any contract or other obligation for the future payment of money in excess of or in advance of appropriated funds available for payment to meet the commitments of this Agreement and modifications thereto, except as specifically authorized by law.
- B. Length of Assignments:** Consideration must be given to the health and safety of personnel when assigned to fires. The Parties to this Agreement agree that Incident Commanders will release suppression resources to their primary responsibilities as soon as priorities allow. Incident Commanders shall adhere to work/rest policies specified within the *National Interagency Mobilization Guide*.

C. Cost Share Agreement: Whenever multiple jurisdictions are affected due to the location of a fire, it is mandatory to develop and implement a Cost Share Agreement (or Apportionment Process, if applicable). The Operating Plan must address how the Parties to this Agreement will handle cost sharing for wildland fires that spread to another jurisdiction. Acceptable forms of the cost share mix are limited to those listed in item #10 of Exhibit F, Cost Share Agreement. Except as otherwise provided by Exhibit C, Clause V. Section 13 (Independent Action) and Exhibit D, Billing Procedures, a cost share agreement will be approved by the responsible Unit Administrators (as defined in Exhibit A, Glossary of Terms) or their authorized representatives when the incident involves lands of more than one Protecting Agency (see Exhibit C, Clause V Section 1 and Exhibit F, Cost Share Agreement).

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

- D. Procurement:** At the time of the incident, the affected agencies will determine the appropriate procurement procedures that will be utilized.
- E. Licensing:** Drivers and equipment operators will hold appropriate operating licenses to meet state and federal laws and employing agency regulations and policies. Employees of the Parties to this Agreement may operate each other's vehicles provided the operator is qualified by the current operating guidelines and training requirements of their own Agency. Driving and operating equipment will be for official purposes only.
- F. Text Messaging While Driving:** In accordance with Executive Order (EO) 13513, Federal Leadership on Reducing Text Messaging While Driving, any and all text messaging by federal employees is banned: a) while driving a government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official government business; or b) using any electronic equipment supplied by the government when driving any vehicle at any time. All cooperators, their employees, volunteers, or contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles or GOVs when driving while on official government business or when performing any work for or on behalf of the government.
- G. Training:** The Parties to this Agreement will cooperate to assure that training needs are provided that will produce safe and effective fire management and aviation programs. The intent is to champion high-quality training, to minimize training costs by sharing resources, and to standardize training.
- H. Communication Systems and Facilities Access:** The Parties to this Agreement may mutually agree to allow one another the use of communications systems such as radio frequencies, computer system access, data transmission lines, and communication sites when there is a mutual benefit to the Parties to this Agreement. Such arrangement shall be approved only by Agency authorized personnel and in accordance with agency laws, regulations and policies governing security of systems and facilities.
- I. Fire Weather Systems:** The Parties to this Agreement will cooperate in the gathering, processing, and use of fire weather data, including the purchase of compatible sensing systems and the joint use of computer software. All such use shall be in accordance with applicable Federal, State, and local laws, software, and other applicable licenses. The Parties to this Agreement will jointly evaluate and agree to any deletions or additions to the system. The common and agreed upon fire danger rating system for the Northern Rockies Geographic Area is the *National Fire Danger Rating System (NFDRS)*.

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

- J. Aviation Operations:** The Parties to this Agreement agree to cooperate in the use of aviation resources to foster effective and efficient use of aircraft and personnel. (Refer to the [Northern Rockies Mobilization Guide](#) for specific direction in the use of aircraft.)
- K. Billing Procedures:** The Parties agree to follow the policies and procedures detailed in Exhibit D, Reimbursable Billings and Payments.
- L. Cost Recovery:** Authority to recover suppression costs and damages from those responsible for causing a fire varies depending on contracts, agreements, permits and applicable laws. As soon as possible after a fire, the Authorized Representatives of affected Parties will attempt to reach mutual agreement on the strategy that will be used to recover suppression costs and damages from the individuals responsible for such costs and damages. If possible, all costs should be determined prior to the initiation of cost recovery efforts. Such strategy may alter interagency billing procedures, timing and content as otherwise provided in this Agreement. As authorized by law, any Party may independently pursue civil actions against individuals to recover suppression costs and damages, though adequate notice should be provided the other Parties to the Agreement. In those cases where costs have been recovered from an individual, reimbursement of initial attack, as well as suppression costs to the extent included in the recovery, will be made to the Party taking reciprocal action, as authorized by law.
- M. Stafford Act Use and Reimbursement:** The use and reimbursement for resources when responding under the Stafford Act shall be governed by the provisions contained in Exhibit H, Use and Reimbursement for Stafford Act Shared Resources.

XI. GENERAL PROVISIONS

- A. Personnel Policy:** Employees of the Parties to this Agreement shall be subject to the personnel rules, laws, and regulations of their respective agencies, unless explicitly provided otherwise, employees of the Parties to this Agreement are considered for all purposes employees of their home agency.
- B. Supplemental Fire Department Resources:** There are situations when additional support personnel are necessary for national mobilization and the need can be filled by supplemental personnel available to the fire district. When this situation arises resources will be mobilized via the process outlined in Exhibit G, Supplemental Fire Department Resources Template.
- C. Mutual Sharing of Information:** Subject to applicable state and federal rules and regulations, including the Privacy Act, Parties to this Agreement may furnish to each other, or otherwise make available upon request, such as maps, documents, GIS data, instructions, records, and reports including, but not limited to: fire reports, employment records, and investigation reports as either Party considers necessary in connection with the Agreement.

D. Freedom of Information Act: Public access to grant or agreement records must not be limited, except when such records must be kept confidential and would be exempted from disclosure pursuant to Freedom of Information Regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 215.36

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

E. Record Retention: All records related to this Agreement should be retained by the Parties in accordance with Agency regulations and policies, but no less than three years from the date that all Agreement projects have been completed. If any litigation, claim, negotiation, audit, or other action involving the records has been started by a Party to the Agreement, that Party should provide notification to any other Party to the Agreement of the need to retain records until the litigation, claim, negotiation, audit, or other action is resolved.

F. Accident Investigations: When an accident occurs involving the equipment or personnel of a Supporting Agency, the Protecting Agency shall immediately notify the jurisdictional and supporting agencies. As soon as practical, the Protecting Agency shall initiate an investigation of the accident. The investigation shall be conducted by a team of representatives from the affected agencies, as appropriate. As appropriate, the Parties agree that the Protecting Agency will provide notification of the accident to the National Transportation Safety Board, or the Occupational Safety and Health Administration and other appropriate Agencies.

G. Purchaser, Contractor, Operator, Permittee, Etc., Fires: The Protecting Agency will notify the Jurisdictional Agency of any fire suspected to have been caused by a purchaser, contractor, operator, or permittee, etc., of the Jurisdictional Agency as soon as it becomes aware of the situation. The Protecting Agency will be responsible for management of the fire under the provisions of this Agreement. Parties to the Agreement will meet and confer to determine a cost recovery process as outlined in Cost Recovery Clause.

H. Waiver of Claims: Parties to the Agreement shall each be responsible for their own losses arising out of the performance of this Agreement, and each Party hereby waives any claim against any other Party for loss or damage of its property and/or personal injury or death of its employees or agents occurring as a consequence of the performance of this Agreement; provided, this provision shall not relieve any Party from responsibility for claims from third Parties for losses for which the Party is otherwise legally liable. This waiver does not extend to ordinary expenses incurred as part of the cost of the fire (gloves, fuses, hose, etc.). This provision pertains to claims between the respective state and federal agencies and does not pertain to claims advanced by third Parties.

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

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

- I. Equipment, Supplies, and Cache Items:** The Parties recognize that wildland fire suppression will often involve the use of equipment, supplies, and cache items. Equipment, supplies, and cache items checked out (such as pumps, hoses, nozzles, etc.), or supplied by one Party and received by another Party, shall become the responsibility of the receiving/supporting Party. Equipment, supplies, and cache items shall be returned in the same condition as when received, reasonable wear and tear excepted. Notwithstanding the general Waiver of Claims Clause, Parties agree that the receiving/supporting Party shall replace or reimburse for damage in excess of reasonable wear and tear, and shall replace or reimburse items lost or destroyed, except for damage occurring as a result of negligence by the receiving/supporting Party. The receiving/supporting Party will replace or reimburse for items lost, destroyed, or expended with items of like or similar standard from the fire cache or supply unit on the incident, or via an authorization for replacement using a unique request number. Insurance or other reimbursement options should be pursued, if such options are available, prior to replacement or reimbursement for lost, stolen, or destroyed items.
- J. Transported Equipment:** Equipment transported or operated by Supporting Agency personnel in transit to or from an incident is considered under the control of the Supporting Agency. When arrangements are made with a transportation service provider to deliver equipment, the Party making arrangements for the transportation should ensure that the transportation service provider will be responsible for all loss and damage to equipment or supplies consigned on the bill of lading.
- K. Authorized Representatives:** By signature below, all signatories to this Agreement certify that the individuals (Agency Representative, Agency Administrator, Unit Administrator) listed in this document are authorized to act in their respective areas for matters related to this Agreement.

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB Control Number for this information collection is 0596-0242. The time required to complete this information collection is estimated between 4 to 24 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the last date written below

**USDOI FISH AND WILDLIFE SERVICE
MOUNTAIN-PRAIRIE REGION**

for ANNA MUNOZ Digitally signed by ANNA MUNOZ
Date: 2023.12.18 14:43:18
-07'00'
MATT HOGAN, Regional Director
Date: _____

Contracting Officer FWS-19072
Date: _____

**USDOI NATIONAL PARK SERVICE
MIDWEST REGION**

 Digitally signed by HERBERT FROST
Date: 2023.12.08 10:27:38 -08'00'
BERT FROST, Regional Director
Date: _____

Contracting Officer
Date: _____

**USDOI BUREAU OF LAND
MANAGEMENT
MONTANA/DAKOTAS STATE OFFICE**

SONYA GERMANN Digitally signed by SONYA GERMANN
Date: 2023.11.29
10:56:26 -07'00'
SONYA GERMANN, State Director
Date: _____

BRANDI VAN KLEECK Digitally signed by BRANDI VAN KLEECK
Date: 2023.11.28
08:51:23 -07'00'
State Fire Business Lead
Date: _____

**USDOI BUREAU OF INDIAN AFFAIRS
GREAT PLAINS REGION**

TIMOTHY LAPOINTE, Regional Director
Date: _____


Contracting Officer
Date: _____

**STATE OF NORTH DAKOTA
NORTH DAKOTA FOREST SERVICE**


TOM CLAEYS, State Forester
Date: 11/6/2023

 Digitally signed by Loretta Forsberg
Date: 2023.12.07 08:54:00 -06'00'
Agreements Coordinator
Date: 12/7/23

**USDA FOREST SERVICE
NORTHERN REGION**

 Digitally signed by LEANNE MARTEN
Date: 2023.11.27 19:33:39 -07'00'
LEANNE M. MARTEN, Regional Forester
Date: _____

LINDSAY GILMAN Digitally signed by LINDSAY GILMAN
Date: 2023.11.21 14:03:51 -07'00'
LINDSAY GILMAN, Agreements Specialist
Date: _____

Exhibit A Glossary

GLOSSARY

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

Agency: A division of government with a specific function offering a particular kind of assistance. In ICS, agencies are defined either as jurisdictional (having statutory responsibility for incident management) or as assisting or cooperating (providing resources or other assistance).

Agency Administrator: The official responsible for the management of a geographic unit or functional area.

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

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

Area Command (Unified Area Command): An organization established (1) to oversee the management of multiple incidents that are each being handled by an ICS organization or (2) to oversee the management of large or multiple incidents to which several Incident Management Teams have been assigned. Area Command has the responsibility to set overall strategy and priorities, allocate critical resources according to priorities, ensure that incidents are properly managed, and ensure that objectives are met and strategies followed. Area Command becomes Unified Area Command when incidents are multi-jurisdictional. Area Command may be established at an Emergency Operations Center (EOC) facility or at some location other than an ICP.

Boundary Line Fire: Fire occurrences on lands of intermingled and/or adjoining protection responsibilities.

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

Confine: Restrict the wildfire within determined boundaries, established either prior to, or during the fire. These identified boundaries will restrict the fire, with no action being taken to put the fire out.

Contain: Restrict a wildfire to a defined area, using a combination of natural and constructed barriers that will stop the spread of the fire under the prevailing and forecasted weather conditions, until out.

Control: Aggressively fight a wildfire through the skillful use of personnel, equipment, and aircraft to establish firelines around a fire to halt the spread and to extinguish all hotspots, until out.

Controlled Burn: Synonymous with **Prescribed Fire**

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

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

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

Disaster: See **Major Disaster**.

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

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

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

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

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

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

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

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

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

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

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

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 include hazardous substances, pollutants, and contaminants as defined within the National Oil and Hazardous Substances Contingency Plan, known as the National Contingency Plan (NCP). See 40 C.F.R. Part 400 for additional information.

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

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

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

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

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

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

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

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

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

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

Interagency: Coordination, collaboration, communication among cooperating agencies.

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

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

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

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

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

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

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

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

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

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

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

Party: An entity that is signatory to this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Response: Activities that address the short-term, direct effects of an incident. Response includes immediate actions to save lives, protect property, and meet basic human needs. Response also includes the execution of emergency operations plans and of incident mitigation activities designed to limit the loss of life, personal injury, property damage, and other unfavorable outcomes. As indicated by the situation, response activities include: applying intelligence and other information to lessen the effects or consequences of an incident; increased security operations; continuing investigations into the nature and source of the threat; ongoing public health and agricultural surveillance and testing processes;

immunizations, isolation, or quarantine; and specific law enforcement operations aimed at preempting, interdicting, or disrupting illegal activity, and apprehending actual perpetrators and bringing them to justice.

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

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

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

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

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

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

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

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

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

Threat: An indication of possible harm, or danger.

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

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

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

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

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

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

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

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

Exhibit B Principal Contacts

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

Bureau of Indian Affairs	Bureau of Land Management
Heath Estey	Aaron Thompson
Regional Fire Management Officer	Fire Management Officer
Great Plains Regional Office 115 4 th Ave. SE Suite 400, Aberdeen, SD 57401	BLM-Montana/Dakotas State Office 1299 Rintop Drive, Billings, MT 59105
Phone: 605-226-7621 / Cell - 605-377-7410	Phone: 406-896-2919/307-330-6743
FAX: 605-226-7358	FAX: 406-896-2954
E-Mail: heath.estey@bia.gov	E-Mail: althompson@blm.gov

U.S. Fish and Wildlife Service	Forest Service
Jeff Dion	Chris Johnson
Regional Fire Management Coordinator	Asst. Director, R1 FAM Cooperative Fire
FWS – Mountain Prairie Region 134 Union Boulevard, Lakewood, CO 80228	USDA-FS Northern Region 26 Fort Missoula Rd. Missoula MT 59804
Phone: 402-661-1754	Phone: 406-529-7751
FAX: 402-661-1983	FAX: 406-329 -3132
E-Mail: jeff_dion@fws.gov	E-Mail: christopher.johnson5@usda.gov

National Park Service	North Dakota Forest Service
Rod Skalsky	Ryan Melin
Regional Fire Management Officer	Fire Manager
NPS-Midwest Region, 601 Riverfront Dr., Omaha, NE 68102	North Dakota Forest Service 916 Interstate Ave. Suite 4, Bismarck, ND 58503
Phone:402-661-1770	Phone: 701-328-9985
FAX: 402-661-1982	FAX: 701-328-9947
E-Mail: rod_skalsky@nps.gov	E-Mail: ryan.melin@ndsu.edu

Exhibit C

North Dakota Statewide Operating Plan

Between The

**UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT,
MONTANA/DAKOTAS STATE OFFICE
UEI: YWM3W5LSWY51**

**NATIONAL PARK SERVICE,
MIDWEST REGION
UEI: ZK1LYM6WE3C4**

**BUREAU OF INDIAN AFFAIRS,
GREAT PLAINS REGION
UEI: FAEQN3LV59K3**

**UNITED STATES FISH AND WILDLIFE SERVICE,
MOUNTAIN-PRAIRIE REGION
UEI: MMR7BW92EDK3**

And The

**UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE,
NORTHERN REGION
UEI: G2EGL5TJE6N3
*Agreement # 24-FI-11015600-003***

And The

**STATE OF STATE OF NORTH DAKOTA
NORTH DAKOTA STATE UNIVERSITY
(DBA, NORTH DAKOTA FOREST SERVICE)
UEI: DMJFJJ2R7Y1**

This Operating Plan is hereby made and entered into by and between the Parties pursuant to the North Dakota Statewide Master Cooperative Wildland Fire Management and Stafford Act Response Agreement (24-FI-11015600-002). This Operating Plan, inclusive of any referenced attachments or exhibits, is incorporated into the Master Agreement. Language in this operating plan shall not contradict the terms and conditions of the Master Agreement.

I. PURPOSE

This is a Statewide Operating Plan applicable to all signatory Parties within the State of North Dakota. Its purpose is to address statewide issues affecting cooperation, interagency working relationships and protocols, financial arrangements, sharing of resources, and joint activities/projects. The [Northern Rockies Mobilization Guide](#) and the Miles City Interagency Dispatch Center Operating Plan is considered part of this Operating Plan.

II. RECITALS

Stafford Act responses and related NRF activities will be accomplished utilizing established dispatch coordination concepts. Situation and damage assessment information will be transmitted through established fire suppression intelligence channels. Jurisdictional Agencies are responsible for all planning documents, i.e. land use, resource and fire management plans and decision support documents, for a unit's wildland fire and fuels management program.

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

III. INTENT

This Operating Plan documents the commitment of all Parties to work together in wildland fire management activities. This includes prevention, preparedness, communication and education, fuels treatment and hazard mitigation, fire planning, response strategies, tactics and alternatives, suppression and post-fire rehabilitation and restoration.

Our intent is that all Parties to this Agreement shall:

- Understand that missions, policies, and management objectives differ among NRCG agencies regarding fire response;
- Enhance relationships before, during and after every fire;
- Create a respectful work environment for everyone;
- Make safety not just a consideration, but the essence of how we make decisions;
- Learn from every experience and use that knowledge to improve;
- Facilitate the coordination and exchange of personnel, equipment, supplies, services, and funds;
- Work towards planning to offset or exchange protection areas efficient while maintaining the land management objectives of the agency with management jurisdiction;
- Work with fire departments and other local cooperators on response to wildfires;
- Assess, communicate, and share risk before, during, and after incidents;
- Manage every fire with strategy and tactical decisions;
- Support local line officers/managers during complex incidents and assist with negotiations involving cost-sharing and delegations of authority for multi-jurisdiction fires.

IV. INTERAGENCY COOPERATION

It is to the mutual advantage of the agencies to coordinate efforts on all wildland fire protection activities. The local fire department or local fire protection district will be the protecting agency on state and private lands. The North Dakota Forest Service will be a supporting agency on federal, tribal, state, and private lands. The Dakota Prairie Grasslands and the Eastern Montana/Dakotas District will assist one another in providing fire management oversight and guidance on BLM and Forest Service lands in Western North Dakota.

(See the Operations section under Wildfire Response, Special Management Considerations).

The Jurisdictional Agency may utilize its own personnel and equipment to conduct fuels management, planned ignitions or other related preparedness types of tasks (e.g., prevention patrols). All activities will be coordinated with the Protecting Agency.

A. Interagency Dispatch and Coordination Centers:

Agencies will cooperate to use interagency dispatch centers wherever feasible and will develop an operating and financial plan. This should include an equitable distribution of all operating costs including overtime for regular dispatch center employees. Current interagency dispatch and coordination centers are:

- Northern Rockies Coordination Center-NRCC (FS/State/NPS/BLM/BIA/FWS)
- Miles City Interagency Dispatch Center-MCC (FWS/NPS/FS/BIA/State)

Annually, MCC will develop an operating and financial plan that will include an analysis of equitable distribution of all operating and interagency training costs to be funded by each agency as agreed upon by each voting agency. Each agency shall obligate their fair share portion of the financial plan utilizing a separate Agreement on an annual basis. This Operating Plan is not a financially obligating document, it is for reference only. Each agency, through a separate Agreement will provide agreed to contributions as outlined in the Workload Analysis spreadsheet documented in the Miles City Interagency Dispatch Center's Operating Plan. This contribution may consist of cash payment or through work contributions of respective agency employees.

The BLM Montana/Dakotas State Office is the host agency for MCC, providing workspace, telephone and radio systems and IT equipment compatible with dispatch operations. FWS is responsible for collection of funds from assisting agencies, and proper appropriation of those funds associated with dispatch operations. The Center Manager is delegated full responsibility for the daily supervision of all assigned cooperator employees, except for agency specific personnel rules and regulations that will be handled by the respective agencies.

1. Interagency Dispatch Centers:

The Miles City Interagency Dispatch Center (MCC) Operating Plan will be utilized for addressing the following components:

a) Purpose and Overview:

MCC utilizes resources to meet anticipated and existing incident, preparedness, wildland fire, all-hazard, and prescribed fire needs regardless of geographic location or agency affiliation.

b) Administrative Oversight/Structure:

Each of the agencies/parties which are signatory to this Operating Plan Agreement shall appoint a representative to the North Dakota Fire Council (NDFC). Each agency retains responsibility for management and administrative duties regarding the programs, resources, personnel, facilities, and equipment that are under their jurisdictions.

MCC will receive direction from the North Dakota Fire Council. As a functional entity of the Northern Rockies Coordinating Group (NRCG), MCC will also receive some direction from the Northern Rockies Coordination Center (NRCC) located in Missoula, MT. The NRCC receives direction from the NRCG's Board of Directors.

c) Dispatch Organization:

The Center Manager and Assistant Center Managers are delegated the authority to coordinate the use and movement of wildland fire and prescribed fire resources within the guidance of this document on behalf of the signatories and the agencies and resources for which they are responsible. This includes administration of personnel responsibilities for daily supervision needs and the organization of dispatch processes to comply with mobilization guides and emergency related response services. This delegation is pursuant to Red Book standards (Chapter 19).

d) Roles and Responsibilities:

- i. The Center Manager's primary purpose is to direct, plan, organize, supervise, coordinate, and manage personnel and operational activities by providing coverage during daily operations and emergency situations with the other federal, state, tribal, county, and local cooperators.
- ii. The IADP receives fire reports, confirms jurisdiction, and dispatches personnel, equipment, aircraft, or supplies, according to pre-defined plans or in response to resource orders from the field.

e) Dispatch Services:

- i. Initial and Extended Attack is coordinated by IADP who collects, processes, and submits incident information to support fire operations, fire reports, and spot weather requests.
- ii. Mobilization, Demobilization, and Support is facilitated by MCC staff who provide local, geographic area, and national mobilization and demobilization support.
- iii. Aviation (N/A)
- iv. Prescribed Fire operations are supported by MCC staff, who provide extended staffing and spot weather requests.
- v. All Hazard incidents are supported by MCC staff by providing mobilization and demobilization services.

f) Funding:

- i. The North Dakota Fire Council meets each fall to approve funding levels based on a five-year average of number of interagency stations, number of dispatch requests, number of people days staffing MCC. BIA, FWS (salary), NDS, NPS, and USFS (salary) each support MCC financial plan. FWS is the lead agency that finalizes annual financial plan and consolidates funding for operating costs. To

support MCC, all Parties to the Agreement commit funds, and are billed annually by FWS through separate agreements.

- ii. The Financial Plan is agreed upon and documented in the Miles City Interagency Dispatch Center Operating Plan.

B. Interagency Resources:

The **North Dakota Multi-Agency Coordination Group-MAC** group will set strategic priorities for resources within North Dakota when conditions warrant. The group will be headed by the current chair of the North Dakota Fire Council or their designee, and members shall consist of a Fire Management Officer (FMO) or designee from each agency that is party to this agreement. See Exhibit K for the MCC MAC information. Trigger Points for North Dakota MAC implementation include:

- Local Planning Level 4 or higher, and/or (Northern Rockies Geographic Area)
- and/or level or extent of resource commitment

C. Standards:

1. All parties to this operating plan accept the standards for each agency through the duration of an incident, in compliance with the Master Agreement and associated operating plans.
2. The National Wildfire Coordinating Group publication, National Incident Management system: Wildland Fire Qualifications System Guide (PMS 310-1), outlines the minimum requirements for training, experience, physical fitness level, and current standards for wildland fire positions, which all participating agencies have agreed to meet for national mobilization.

D. Supplemental Fire Department Resources:

1. Any Supplemental Fire Department Resources that may be mobilized for national incident management will meet NWCG standards as established in “Standards” section.
2. The NRCG Standards for Interagency Incident Business Management Supplement, Chapter 50 – Interagency Cooperative Relations provides a general outline of State of North Dakota, North Dakota Forest Service, and Local Government Fire Forces (LGFF) operating procedures.

There may be situations when additional support personnel are necessary for national mobilization and the need can be filled by supplemental personnel available to the fire department. Should this occur, supplemental fire department resources will be mobilized by the State utilizing the AD Pay Plan.

Depending on Agency policy, cooperative fire protection agreements with local government forces requiring reimbursement may be paid either through the North Dakota Forest Service or through direct billing directly to the local entity. If reimbursing a local entity directly under the terms and conditions of the North Dakota Statewide Agreement 24-FI-11015600-003, the local entity must have an active SAM registration and be signatory to a Sub-Geographic Area Operating Plan under this Statewide Agreement. Agreements must ensure compliance with agency and state law. Reimbursement rates for local resources are found in the NRCG Standards for Interagency Incident Business Management Supplement, Chapter 50.

E. Participating Cooperative Agencies:

State of North Dakota - North Dakota Forest Service (NDS)

United States Department of Agriculture-FS

Northern Region - Dakota Prairie Grasslands

United States Department of Interior – BLM

Montana / Dakotas State Office

Bureau of Indian Affairs (BIA)—Great Plains Region

Spirit Lake Sioux Tribe

Standing Rock Agency

Three Affiliated Tribes

Turtle Mountain Agency

National Park Service (NPS)—Midwest Region

Theodore Roosevelt National Park

Knife River Indian Village Historic Site

Fort Union Trading Post Historic Site

Fish and Wildlife Service (FWS)—Mountain-Prairie Region

Lostwood National Wildlife Refuge

Des Lacs National Wildlife Refuge

J. Clark National Wildlife Refuge

Upper Souris National Wildlife Refuge

Audubon National Wildlife Refuge

Arrowwood National Wildlife Refuge

Tewaukon National Wildlife Refuge

Long Lake National Wildlife Refuge

Devils Lake Wetland Management District

Kulm Wetland Management District

Lostwood Wetland Management District

Crosby Wetland Management District

Chase Lake Wetland Management District

Valley City Wetland Management District & National Fish Hatchery

V. PREPAREDNESS

A. Protection Planning/Protection Areas and Boundaries:

1. The placement of crews is identified in the Miles City Interagency Center Operating Plan.
2. Maps of the protection areas for each of the units identified in Participating Agencies will be provided by agency offices upon request. Initial attack response to a wildland fire on private or State lands, including those state and private, intermingled with U.S. Forest Service, National Park Service, Fish and Wildlife Service, Bureau of Land Management and Bureau of Indian Affairs protected lands, is the responsibility of local fire departments or fire protection districts.

Agencies may assume initial attack fire protection responsibilities under the jurisdiction of another through a fee basis approach, through negotiation of protection exchange, or some other agreed upon process.

B. Methods of Fire Protection and Suppression:

1. Reciprocal (Mutual Aid) Fire Assistance:

North Dakota Forest Service, as a supporting agency, will provide Mutual Aid fire assistance for a period of 24 hours, or until a resource order is issued, to the Parties to the Agreement. Federal and Tribal agencies use Local Cooperative Fire Protection Agreements/Operating Plans (not tiered to this agreement) to describe protection agreements with local government departments. These agreements will describe terms of mutual aid.

- 2. Initial Attack** - Local units of the agencies may negotiate and develop Local Cooperative Fire Protection agreements with local government fire organizations providing for assistance between parties, either reimbursable or non-reimbursable, for initial attack wildland fire suppression, planned ignition activities, fire prevention and fire training. Qualifications and equipment of assisting entities must meet the assisting entities' standards and will be honored by the requesting agency. Initial attack operations in conjunction with local forces will be conducted as described in each individual agreement.
- 3. Extended Attack** - Mobilization of local fire service personnel and equipment for extended attack, will be through the Miles City Interagency Dispatch Center (MCC) with support from the North Dakota State Forest Service. On federal lands, all local fire service firefighters and equipment must meet National Wildfire Coordinating Group (NWCG) PMS 310-1 or 310-1 Supplemental Qualifications Guide minimum standards, qualifications, and specifications for mobilization. NDS is the only agency in ND, other than the Parties to this Agreement, with NWCG certified resources available for extended wildland fire incident management.
- 4. Agreements/Memorandum of Understanding (MOUs) for Fire Suppression Responsibilities** - Agreements/MOUs between entities establishing fire suppression responsibilities will be recognized by, but not tiered to, this Agreement. Entities providing this protection represent the interest of the jurisdictional entity whose lands are being protected. Unless specified otherwise, the lands protected under each Agreement/MOU will be afforded the same conditions/terms as the protecting entity's lands (e.g., mutual aid periods). All signatories to this Operating Plan will be notified, in writing, of changes or modifications to fire suppression responsibilities by the entity providing protection at the time of an approved Agreement/MOU. If applicable, on fires that threaten, or involve the Wildland Urban Interface, the County's Community Wildfire Protection Plan should be referred to for suppression priorities and other information that could prove beneficial to the suppression efforts.

C. Joint Projects and Project Plans:

These projects may involve such activities as prescribed fire/fuels management, preparedness, fire analysis/planning, rehabilitation, training, prevention, public affairs, and other beneficial efforts in support of interagency fire management. Implementation of such projects will require a separate, agreement, or other appropriate written document, executed by the authorized signatories of the involved Parties. This may include a Supplemental Fire Project Agreement, as in Exhibit I or other written document.

D. Fire Prevention:

In an effort to improve public awareness of wildland fire danger in North Dakota, the USFS, NPS, BIA, BLM, FWS and NDS may work together to promote and coordinate fire prevention and education programs and support shall be acknowledged in publications and audiovisuals. Whenever practical and possible, fire prevention efforts will be coordinated through the North Dakota Fire Council. This should identify goals, activities, resources available, and opportunities to share costs but not seek reimbursement.

E. Fire Restrictions:

Fire danger information and restrictions placed on outdoor activities on federal, state, and private lands will be exchanged to coordinate fire mitigation actions and to minimize differences on federal, state, and private lands. Each federal agency should implement fire restrictions in accordance with the [Northern Rockies Coordinating Group \(NRCG\) Fire Restrictions and Closure Guide](#) and their fire danger operating, or fire management plans, as per individual agency policy. On state and private lands, fire restrictions will be implemented as outlined in the [State Emergency Operations Plan – Fire Incident Annex](#).

F. Public Use Restrictions:

NDS will coordinate the exchange of information between signatories and have the lead in communicating information related to fire danger and restrictions. The North Dakota Department of Disaster and Emergency Services (NDDDES) will maintain a repository of local and state burn bans/restrictions on their website. On the Grand River National Grassland in South Dakota, the Dakota Prairie Grasslands will coordinate the implementation of fire restrictions with Corson and Perkins Counties, and the South Dakota Division of Wildland Fire Suppression.

G. Burning Permits:

Fire departments issue burn permits to private landowners within their protection districts. USFWS writes burn permits for private lands with easements. All signatories apply for burn permits with North Dakota Department of Health's Air Quality division.

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

NDS will share resources when requested and available. Agencies will use a supplemental fire project agreement (Exhibit I. Supplemental Fire Project Agreement Template) to seek reimbursement.

Fuels management and prescribed fire projects will be coordinated with the parties signatory to this agreement.

Wildland fires resulting from escaped prescribed fires at the direction or under the supervision of one of the jurisdictional agencies to this agreement shall be the responsibility of that jurisdictional agency. All suppression costs exclusive of reciprocal mutual aid periods shall be borne by the responsible agency. The responsible agency on federal lands shall be the jurisdictional agency. An agency may take appropriate suppression action when lands under its protection responsibility are involved in or threatened by the fire. Such suppression action may be taken on its own initiative or at the request of the responsible agency. An agency may take appropriate suppression action, at the request of the responsible agency, when lands under its protection are not involved in or threatened by the fire. The responsible agency shall reimburse the other agency for all suppression costs incurred in accordance with this clause.

Escaped prescribed fires ignited by individual(s) not party to this agreement will be considered as wildland fires requiring suppression action under the terms and conditions of this agreement.

Entities agree to share and reimburse, according to the rates established.

I. Smoke Management:

Within their authorities, the Parties to this Agreement agree to cooperate in smoke management efforts for wildfires and prescribed fires. The need for air resource advisors is increasing and additional technical expertise may be available through State air quality and regulatory agencies. The state may facilitate the request and utilization of state air regulatory agencies as resource advisors during any wildfire and prescribed fire incident that could benefit from such additional technical expertise.

Air Resource Advisors: Ensure smoke impacts to the public and fire personnel are addressed through the IMT ordering Air Resource Advisors (ARA) on Type 1 fires and consider ordering ARA to Type 2 fires per the Interagency Standards for Fire and Fire Aviation Operations (Red Book) and Public Law 116-9, the Dingell Act, 2019. ARA are members of the Wildland Fire Air Quality Response Program and are specialists in smoke management and air quality. An ARA is recommended when an incident has smoke management objectives and/or smoke is expected to impact communities or sensitive populations for an extended period. ARA are ordered in Interagency Resource Ordering Capability (IROC) as Technical Specialists (THSP). Additional information on ordering an ARA can be found in the Northern Rockies Mobilization Guide.

J. Training:

Consideration to include local cooperators in training is strongly encouraged. Training will be coordinated as agreed to by the North Dakota Fire Council Training Committee. This committee will provide direction, guidance, and processes for coordinating interagency training throughout the state. Agencies are responsible for maintaining training records and qualifications for their own personnel. North Dakota Firefighters Association has the responsibility for maintaining records of local responders below the single resource level. NDS will maintain records and qualifications at the single resource level or higher.

Local fire departments will be included in this cooperative approach whenever practical. As applicable, all training will meet the NWCG 310-1 standards.

VI. OPERATIONS**A. Fire Notifications:**

All fires and initial action on or near private, State or Federal land under the protection of a party signatory to this agreement will be reported as soon as possible to the protecting agency through the appropriate Interagency Dispatch Center. All action taken by local fire departments or fire protection districts within North Dakota will be reported through the fire reporting system provided by NDS. The state reporting system will upload fire reports directly to IRWIN. North Dakota Century Code (18-01-06) states local fire department reports must be completed within 30 days from completion of the incident. When possible NDS will report to the Interagency Dispatch Center any fire department responses that may have fallen within federal agency jurisdiction.

B. Boundary Line Fires:

When action is taken along boundary of adjacent jurisdiction, party taking action will notify adjacent and/or possibly impacted agency as soon as possible.

C. Independent Action on Lands Protected by Another Agency:

Nothing herein shall prohibit any agency, on its own initiative, with notification and coordination with the protecting agency and without requesting reimbursement from going upon lands known to be protected by another agency to engage in suppression of wildland fires, when such fires are a threat to lands within that agency's protection responsibility.

All fire suppression actions conducted on lands of another agency shall be consistent with that agency's pre-planned objectives for the area in which the fire occurs and terms of this agreement. Notification of the affected agency should be made as soon as possible for fires occurring on those agencies' lands.

D. Response to Wildland Fire:

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

All fire Agencies have primary responsibility for fire suppression within their respective protection areas. All Agencies, as appropriate, should be involved in developing the strategy, tactics, and mitigation actions to be used if the fire has the potential to impact another protection area. When the fire spread to another protection area is imminent or appears likely, the Agencies will identify financial responsibilities and as appropriate, cost share methodologies, and document the decisions and rationale. If agreement cannot be reached regarding financial responsibilities, discussion will be elevated to the next level agency administrators for the respective agencies.

Special Management Considerations:**1. Heavy Equipment Use:**

Heavy equipment use should be coordinated with the Agency having jurisdiction to limit use in culturally sensitive areas.

Heavy equipment use must be coordinated with the NPS Park Superintendent/Agency Administrator to receive proper approval to use in the park, ensuring protection of Natural and Cultural resources within park boundaries.

2. Use of Aerial Retardant on Federal Lands:

Pursuant to agency policy, each federal management unit has identified areas where aerial retardant may not be applied, unless a decision by the Incident Commander determines that human life or safety is threatened, and retardant will mitigate that threat. These areas are identified on a map for each unit and may include areas within 300 feet of waterways (streams and lakes); where threatened, endangered, or sensitive species habitat occurs that could be impacted by retardant; and/or where cultural resources exist that have been identified for exclusion from retardant. If retardant is applied in these areas, the agency administrator must be notified for reporting requirements to be met.

Application of retardant on NPS lands is not permitted without prior Park Superintendent/Agency Administrator approval. If a situation arises where the Incident Commander determines that human life or safety is threatened, and retardant will mitigate the threat, retardant may be utilized. Retardant may not be applied within 300 feet of waterways to prevent unwanted impacts to cultural or natural resources.

3. Special Lands Designations:

On Wilderness lands (Congressional Designated, Wilderness Study Areas, and Recommended/Proposed/Potential Wilderness), and Areas of Critical Concerns (BLM) special tactics must be used. No motorized equipment may be used without proper approval including chainsaws, portable pumps, and helicopter landings. Minimum Impact Suppression Tactics (MIST) will be utilized to minimize adverse impacts of management actions. Fire management resources will be advised of this and briefed on MIST. Sage Grouse – General Habitat, Priority Habitat and Sagebrush Focal Areas are identified as high value areas to protect from disturbances from wildfires. Aggressive actions and coordination will be taken on all wildfire incidents within these identified areas.

4. DPG/BLM North Dakota Field Office - Fire Management Officer Assistance:

The Bureau of Land Management - North Dakota Field Office (BLM) and the Dakota Prairie Grasslands - Medora Ranger District (FS) are co-located in Dickinson, ND. The BLM - North Dakota Field Office is part of the Eastern Montana Fire Zone, headquartered in Miles City, MT with fire protection responsibilities for approximately 58,000 acres in North Dakota. These lands are located primarily in Dunn and Bowman Counties. The Dakota Prairie Grasslands has fire suppression responsibility on approximately 1.1 million acres in western North Dakota, comprising the Little Missouri National Grassland.

It is in the interest of the BLM and FS fire organizations to assist one another in providing fire management oversight and guidance on BLM and FS lands in Western ND.

For fire management purposes the USFS Zone Fire Management Officer (ZFMO) for the Dakota Prairie Grasslands, located in Dickinson, ND shall:

- Assist BLM-ND Field Office personnel in obtaining fire training, fire qualifications, provide refresher training, and administer the Work Capacity Test in accordance with BLM policies.
- Notify the BLM of any wildland fires occurring on BLM lands in North Dakota, serve as the initial contact for initial attack fire suppression activities involving BLM lands, and monitor the status of ongoing wildland fires per request of the BLM.
- Notify the BLM prior to the use of any heavy or mechanized equipment on BLM lands.
- Provide information on human caused fire occurrences, fuel conditions and status of local government and other federal agencies intention on implementing fire restrictions on their jurisdictional lands.
- Upon the request of the BLM, represent the BLM on agency matters at the ND Fire Council.

For fire management purposes it is agreed that the BLM shall:

- Provide a point of contact for assisting with fire management activities occurring on BLM lands in North Dakota.
- Provide North Dakota Field Office employees, as available, qualified, and requested, for initial attack and extended attack wildland fire suppression on FS lands administered by the Dakota Prairie Grasslands.

E. Decision Process:

All Parties will develop and document decisions regarding suppression strategies and tactical actions that are cost efficient and consider loss and benefit to land, values at risk, resource, social and political values, and existing legal statutes.

The Wildland Fire Decision Support System - WFDSS serves as the decision-making process that documents Federal jurisdictional agency's management direction for a specific incident. In the event of a multi-jurisdictional incident, one decision document will be agreed upon and used by all affected agencies for that particular incident.

It is the responsibility of the Federal jurisdictional agency, if possible, to incorporate the non-federal landowners concerns into the WFDSS process. NDS may serve as a liaison and assist the Federal jurisdictional agency in cataloging values at risk for the WFDSS decision. A wildland fire decision document will be completed by the jurisdictional agency per Agency requirements. The wildland fire decision process documents the Jurisdictional Agency's direction for the specific incident. Periodic assessments by the Agency Administrator of the wildland fire decision will occur. The Jurisdictional Agency provides the resource-based input to the incoming team through the Jurisdictional Agency's line officer signature, development of the wildland fire decision document, and presence of a Jurisdictional Agency resource advisor on the incident. NDS pre-planned response is full suppression.

F. Cooperation:

All parties will be involved in developing strategy and tactics which would be used if a wildland fire does cross jurisdictional or protection boundaries. Neighboring jurisdictional and protecting agencies should provide prompt notification to agencies when concerns exist about fires that have the potential to impact adjacent jurisdictions or protection areas.

G. Communication:

Communications should occur prior to fire seasons and during the early stages of wildland fires. Agencies managing fires, especially those with multiple objectives, should consider firefighter and public safety, predicted weather conditions, resource drawdown, proximity to private property, values at risk, smoke, current and anticipated fire activity, and time of season.

News releases are issued through the jurisdictional public affairs offices of each agency. Where applicable, news releases should be coordinated between the agencies.

The Incident Status Summary (ICS-209), submitted to the GACC, is used to report large wildland fires and any other significant events on lands under federal protection or federal ownership. Large fires are classified as 100 acres or larger in timber fuel types, 300 acres or larger in grass fuel types, or when a NIMO, Type 1 or 2 Incident Management Team is assigned, regardless of the size of the incident or the suppression management strategy.

Agencies will communicate with neighboring jurisdictions regarding the management of all wildland fires, especially those with multiple objectives. Communications should occur prior to fire seasons and during the early stages of wildland fires. Agencies managing fires, especially those with multiple objectives, should consider firefighter and public safety, predicted weather conditions, resource drawdown, proximity to values at risk, smoke, current and anticipated fire activity and time of season. Neighboring jurisdictions should provide prompt notification to agencies when concerns exist about fires that are managed strategically and have the potential to impact adjacent jurisdictions.

H. Cost Efficiency:

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

I. Delegation of Authority (DOA):

It is recognized that initial attack and rapidly expanding incidents often involve multi-jurisdictions. Determining the appropriate jurisdictions and obtaining delegations of authority in an efficient and effective manner is often difficult and may be further hampered by the remoteness of incidents in relationship to agencies having authority and jurisdictional responsibility.

The agencies which are party to the Operating Plan agree that initial attack delegation will be valid until a qualified incident commander from the entity having jurisdiction is on scene, or a revised or updated incident specific delegation of authority is signed. The Incident Commander being delegated authority should be confirmed through the dispatch log for that position from the Interagency Dispatch Center. Incidents that have been declared as exceeding initial attack and transition to extended attack should have an incident specific delegation of authority in place as soon as possible. If the state of North Dakota was in a state of emergency, NDS, along with the Authority Having Jurisdiction (AHJ) will be signatories to the Delegation of Authority. NDS will provide the State's representative to the IMT.

A DOA will be signed by all affected agency administrators, or their designees, that clearly identify final management decisions. The creation and signing of this document may be dependent on size and complexity of the incident as well as other agency specific requirements. Processes for developing the DOA will be documented in local operation plans

Agency jurisdictional authority and fire suppression responsibility will be handled in the following way:

- The Protecting Agency has delegated authority for fire suppression responsibility as per the master agreement.
- The Jurisdictional Agency maintain all other Jurisdictional authority, in the case of an incoming Incident Management Team (Type I, II, III).
- The Protecting and Jurisdictional agencies are encouraged to jointly develop and sign the Delegation of Authority.

J. Preservation of Evidence:

Each agency is responsible for investigating and taking appropriate law enforcement action for all fires on lands under their jurisdiction.

K. Structure Fire Protection:

Local units should meet with their cooperators and identify areas that may warrant structure fire protection. The roles, responsibilities, capabilities, and mutual expectations must be discussed and documented in local annual operating plans. The Northern Rockies Coordinating Group’s [Structure Fire Protection Guidelines](#) are valid. These guidelines should be used in setting expectations for community and structure fire protection as well as providing leader’s intent in any delegations of authority. Any time structure protection activities occur, the decisions, actions taken, and financial responsibilities must be documented.

L. Incident Traffic Control and Signing:

Each Agency will adhere to their applicable policies for traffic control and signing.

M. Severity:

Upon agreement by both the Jurisdictional and Protecting Agency, severity resources from the Jurisdictional Agency can augment the Protecting Agency resources. When NDS resources are mobilized on a severity job code, they will be mobilized through the national mobilization system.

VII. USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES

A. Cost Share Agreement:

A Cost Share Agreement will be prepared when there is a multi-jurisdictional incident and both the state and a federal agency have financial responsibilities. In most cases a Decision Document will be used to document the decisions and rationale used in determining how costs will be apportioned. Discussions on cost sharing will occur within the first 24 hours of determining that a wildland fire is burning on mixed jurisdictions. The methodology for sharing costs may be based on considerations such as acreage, effort, flat amount, you order-you pay, or any other agreed upon methodology. Negotiation of any cost share agreement will include the use of The Cost Share Agreement Template Exhibit F of this operating plan.

Guidelines, templates, and methodologies specific to the Northern Rockies for developing cost share agreements and decision documents can be found in their entirety at:

https://gacc.nifc.gov/nrcc/nrcg/committees/business_committee.htm

Under Chapter 80, select the appropriate document:

- Northern Rockies Cost Share Methodologies
- Northern Rockies Cost Share Templates
- Decision Document

Describe how costs will be shared when a fire spreads into another jurisdiction. The type of cost share methodology utilized will vary according to a great variety of environmental, resource, tactical, political, and other considerations. The following factors should be discussed in order to clarify how such factors will influence the ultimate selection of a cost share methodology for any given wildland fire.

- The cost sharing methodologies that will be utilized should wildfire spread to a neighboring jurisdiction in a location where fire is not wanted.
- The cost share methodologies that will be used should a jurisdiction accept or receive a wildland fire and manage it for multiple objectives.
- Any distinctions in what cost share methodology will be used if the reason the fire spreads to another jurisdiction is attributed to a strategic decision, versus environmental conditions (weather, fuels, and fire behavior) or tactical considerations (firefighter safety, resource availability) that preclude stopping the fire at jurisdictional boundaries. Examples of cost sharing methodologies may include, but are not limited to, the following:
 - When a wildland fire that is being managed for multiple objectives spreads to a neighboring jurisdiction because of strategic decisions, and in a location where fire is not wanted, the managing jurisdiction may be responsible for wildfire suppression costs.
 - In those situations where weather, fuels or fire behavior of the wildland fire precludes stopping at jurisdiction boundaries, cost share methodologies may include, but are not limited to:
 - Each jurisdiction pays for its own resources – fire suppression efforts are primarily on jurisdictional responsibility lands.
 - Each jurisdiction pays for its own resources – services rendered approximate the percentage of jurisdictional responsibility, but not necessarily performed on those lands.
 - Cost share by percentage of ownership.
 - Cost is apportioned by geographic division or percent of effort. 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 campground.
 - Reconciliation of daily costs (for larger, multi-day incidents). This method relies upon daily agreed to costs, using Incident Action Plans or other means to determine multi-Agency contributions. Reimbursements must be followed up by a final bill.

B. Training:

Each agency is responsible for the cost of training their personnel. As opportunities arise coordination for sharing cost, training needs, schedules, and resources available is encouraged among all agencies.

C. Communication Systems:

The agencies agree to allow the use of communications systems such as computer system access, data transmission lines, and communications sites when there is mutual benefit to the parties. Agencies are authorized to access one another’s radio systems and authorized frequencies for joint operations and mutual aid, however this does not preclude the need for special agreements to do so. MCC will make radio communication plans and radio frequencies available upon request.

- The North Dakota Fire Channel VFIRE23 (154.295 tone 156.7) is designated as the shared frequency for incident communications, providing a “common” communications link between all interagency resources. This FCC owned, state approved frequency may be utilized with an MOU by local, state and federal agencies for incident information, tactical use, and emergency situations.

D. Fire Weather Systems:

Incident Meteorological (IMET) Services: If a wildfire is, or is expected to be, uncontrollable, and loss of life and/or considerable property damage is a possibility, the land management agency may request an on-site deployment of a trained and certified NWS Incident Meteorologist (IMET). An IMET may be requested to a wildland fire at the request of a land management agency through the Miles City Interagency Dispatch Center. Per NWSI 10-402, “All requests for IMET support will be requested through the NFWOC (National Fire Weather Operations Coordinator).” If a request to the Bismarck Weather Forecast Office for an IMET is made from anyone other than the NFWOC, then contact the Bismarck MIC (Meteorologist in Charge). The MIC will contact the NFWOC on duty, who will facilitate finding an IMET at the regional or national level. The NFWOC 24 hour Duty Number is 877-323-IMET (4638).”

E. Aviation Operations:

Aviation operations are governed by agency specific policies in accordance to the procedures and guidelines outlined in each agency’s manuals. Aircraft responding to cooperating partner fires, will retain their own agency’s standards. There are interagency requirements that must be met (such as interagency inspection and carding/approval) to passenger agency employees on partnering agency aircraft.

Unmanned Aircraft System (UAS) The use of Drones and Unmanned Aircraft System (UAS) aircraft shall follow applicable state and federal regulations, rules, and/or laws including the Federal Aviation Administration (FAA). State and Federal agencies using these types of aircraft will coordinate operations in advance and notify respective dispatch centers for potential conflicts with other agency missions.

VIII. BILLING PROCEDURES

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

A. Suppression Billing:

NDS: Bills for fire suppression and planned ignition activities for assisting the FS and DOI agencies will be sent to the appropriate agency office for reimbursement. When the NDS responds to a fire under the protection of another state agency, those bills may be submitted to the FS regional billing contact unless the order is a state-to-state request or a compact order.

NDS fire suppression billing will include an administrative charge unless previously agreed upon by prior agreements of operating plans. Administrative fee charged by NDS will not exceed 5%.

Federal Fires: Fires occurring on federal lands that are under fire protection agreements with local government fire organizations may be reimbursable. In North Dakota local government fire organization bills will be sent to the appropriate agency office as per that agency’s agreements and policy.

1. **Billing Information:** See **Exhibit D. Section E. Billing Content** for a list of the minimum information to be included when billing.

B. Fee Based Services:

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

C. Non-Suppression Billings:

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

D. Stafford Act Billings:

- Refer to Exhibit H of the Master Coop Agreement – Use of and Reimbursement for Shared Resources in Stafford Act Response Actions
- Billing timeframes – Provide contact information and process required for any written request for extensions beyond timeframes established in Exhibit H.

IX. GENERAL PROVISIONS

A. Principal Contacts:

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

B. Personnel Policy:

While on assignment, the fire department(s) will be reimbursed at rates identified in the Northern Rockies SIIBM Supplement Chapter 50.

C. Modification:

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

D. Annual Review:

This Operating Plan is reviewed annually by **March 1st** and revised, as needed.

E. Duration of Operating Plan:

This Operating Plan is executed as of the date of last signature and remains in effect through **December 31, 2028** unless modified or superseded.

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

F. Previous Instruments Superseded:

Exhibit C to Agreement 17-FI-11015600-012, 2016-2021 ND Statewide Operating Plan as reviewed and updated March 2019.

G. Authorized Representatives:

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

X. REVIEW AND SIGNATURES

The Geographic Area Operating Plan will be approved by the signatory state and federal agency member agencies.

The Statewide Operating Plans will be approved by the signatory state and federal agency members. This is the Fire Management Director level for the agency.

Unit Administrators will have the responsibility for developing and approving sub-geographic area operating plans.

Each signatory agency may have policies/procedures for entering into agreements (including this Operating Plan) that require additional review by attorneys, agreement specialists, or contracting officers.

CRAIG
GLAZIER

Digitally signed by CRAIG
GLAZIER
Date: 2023.11.22
07:15:19 -07'00'

CRAIG GLAZIER, Fire & Aviation Director,
USDA, Forest Service, Northern Rockies

Date

THOMAS CLAEYS, State Forester,
North Dakota Forest Service

Date

JOHN
PEARSON

Digitally signed by JOHN
PEARSON
Date: 2023.12.09
13:52:29 -06'00'

PATRICK PEARSON, Director of Fire and Aviation,
USDOJ, National Park Service, Midwest Region

Date

HEATH ESTEY, Regional Fire Management Officer,
USDOJ, Bureau of Indian Affairs, Great Plains Region

Date

AARON
THOMPSON

Digitally signed by
AARON THOMPSON
Date: 2023.11.28
14:29:36 -07'00'

AARON THOMPSON, State Fire Management Officer,
USDOJ, Bureau of Land Management, Montana/Dakotas State Office

Date

RYAN
SHARPE

Digitally signed by RYAN
SHARPE
Date: 2023.11.26
18:19:50 -07'00'

RYAN SHARPE, Deputy Regional Fire Management Coordinator,
USDOJ, Fish & Wildlife Service, Mountain Prairie Region

Date

Exhibit D Reimbursable Billings and Payments

Reimbursable Billings and Payments

I. Suppression Billings:

The Forest Service, Bureau of Land Management, Bureau of Indian Affairs, National Park Service, and Fish and Wildlife Service will not bill each other for suppression costs. However, pre-suppression costs, fair sharing for interagency dispatch centers costs, prevention costs, and other fire management costs will be billed in accordance with existing agreements or other written documents.

Parties to this Agreement may opt to use a “Reconciliation Process” for tracking incident costs for all Parties to this Agreement for the purpose of issuing one annual billing to the paying Party. If the Reconciliation Process is not utilized, parties to the Agreement shall utilize the applicable Incident by Incident process.

A. Reconciliation Process: state and federal agencies agree to consolidate billing and minimum balances.

*Typically, this is not applicable in North Dakota. If it is used in the future, details describing the process will be highlighted here.

All North Dakota state costs of fires occurring in and out of North Dakota, regardless of jurisdictional boundary, will be compiled based on each agencies’ costs. A reconciliation balance sheet will be developed and billed as one consolidated amount. This cost tracking method will reduce actual payments and ensure that a fair division of suppression costs can be made between the Federal Agencies and the State in a timely fashion. Agency and Cooperator costs are identified by fire number and code and tracked on an annual balance sheet. Federal balance sheets (and State balance sheets depending on funding laws) must align with a single fiscal year. A final division of cost responsibilities based on jurisdiction, minimum thresholds and cost share agreements will be negotiated by March 1 of the following year.

Minimum Billing Threshold will be determined if the Reconciliation Process will be used in future North Dakota Operating Plans and would apply to all fires included in this process. It does not apply to out-of-state responses. The minimum threshold does not apply to costs for cooperating fire departments under a separate agreement with the state when working outside their jurisdictional boundary or requested by a resource order for extended attack.

The **ordering agency** will be responsible for managing the balance sheet which includes all agencies’ costs and cost share information. Actual costs are tracked by each agency for each incident. Agency actual costs are subject to audit procedures identified in item #, Audit Procedures. The balance sheet is verified but may be disputed based on the cost share allocation, severability of costs and actual costs submitted for each fire. The balance sheet will result in a final settlement between all Parties and one transfer of funds is required to reconcile the fire season, unless a request is submitted to complete reconciliation prior to the end of fire season, at which point a settlement will be done for expenses to the requested date.

Billing Time Frames for Reconciliation Process: Agencies will submit invoices within 30 days of final reconciliation. Requests for extensions beyond 30 days for invoice submittal must be presented in writing to the reimbursing agency. Operating plans will include contact information for written requests for extensions.

B. Incident by Incident Process

1. **Federal Billings by Incident:** There are not billings between the Federal wildland fire agencies, pursuant to the Master Interagency Agreement for Wildland Fire Management. Federal Agencies will submit bills for their reimbursable costs to the States whenever North Dakota, state agencies are the Protecting Agency and a billing is appropriate.
2. **State Billings by Incident:** When one of the States is the Supporting Agency and the fire is within the State of North Dakota, the State will bill the Protecting Agency for reimbursable costs when a billing is appropriate. Anytime the States respond to a Federal Agency fire outside of North Dakota, the State will bill all applicable costs to the jurisdictional Federal Agency or agencies. Operating plans will include billing location information.
3. **Billing Time Frames:** Agencies will submit invoices within 180 days of the demobilization of the incident. Extensions beyond 180 days for invoice submittal must be presented in writing to the reimbursing agency. It should be noted that some categories of expenses may often require subsequent billings outside of the 180 day period, such as: outstanding cost shares, claims, aircraft expenses, and fire cache costs.

Operating plans will include contact information for written requests for extensions. Absent a written extension of time granted by the reimbursing agency, the final itemized bill should be submitted to the reimbursing agency within 180 days of the demobilization of the incident. After a final billing has been sent, and if additional costs are identified, a supplemental billing may be issued if agreeable to applicable Parties.

Each Party to this Agreement will strive to provide appropriate Parties of an estimate of the amount of reimbursable bills they expect to submit within 90 calendar days in each reimbursable action.

- C. Severity:** Costs incurred on severity assignments within the state of North Dakota will be billed individually to the Jurisdictional Agency. Severity assignments are reimbursable under the Reciprocal Fire Protection Act.

- D. Electronic Funds Transfer (EFT):** Notwithstanding any other provision of law, effective January 2, 1999, US Treasury Regulation, Money and Finance at 31 CFR 208.3 requires that federal payments are to be made by EFT unless waived in accordance with specific circumstances set forth in 31 CFR 208.4

In order to receive EFT payments, the payment recipient shall register in System for Award Management (SAM) and are required to validate their information in SAM once per year. The payment recipient is also required to have a Unique Entity Identifier (UEI) number. The UEI is assigned by Dun & Bradstreet, Inc. (D&B) to identify unique business entities. For more information, refer to <https://www.sam.gov/portal/SAM/##11>.

Each Party to this Agreement shall provide the following information in the operating plan.

- Agency name and billing address
- Financial Contact (name, phone, email)
- Agency UEI

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

- Agency name, address, phone number, and agency financial contact
- Invoice or bill number
- Agreement number
- Incident name and number
- Dates of the incident covered by the billing
- Location and jurisdictional unit
- Appropriate fire code or charge code
- Agency UEI
- Billing Timeframes – Provide exact information for written request for extensions beyond timeframes established in billing time frames
- Indirect Cost Rates, as applicable
- Identify a process for handling any supplemental billing information, summary data or additional billing documentation. Such supplemental billing information, summary data or additional billing documentation may be requested and provided if agreed upon by the Parties. The process should include
 - Points of contact
 - Process for handling requests
 - Any standardized reports information
- Summary cost data for the amount being billed

Summary data may include but is not limited to, a list of personnel, travel, and equipment expenses; and a listing by vendor name and amount spent for supplies and services procured. Generally, cost source documents will not be required unless summary cost data is disputed, there is a Fire Management Assistance Grant, or unless specific agency regulations require cost source documents.

At times, supplemental information, summary data or additional billing documentation may be requested and provided if agreed upon by the Parties. The process for handling such requests should be documented in the Operating Plan.

F. Payment Due: Whenever this Agreement provides for billing, the agency receiving the bill has an obligation to pay. Once bills are received by the reimbursing agency, payment will be made in accordance with that agency’s payment processes outlined in the operating plan.

G. Services Received and Certification of Billings: Reimbursing agencies must provide written notice of incorrect invoices to billing agencies within the timeframes specified in the annual operating plan.

H. Financial Dispute Resolution: If a conflict arises between the agency’s payment processes, the terms of the billing document, or the costs associated with the billing document, the Parties should attempt to resolve the differences. If the differences cannot be resolved after consultation between the Parties, the Parties follow their dispute resolution processes.

I. Review Procedures: The Parties agree to jointly conduct a review; sampling transactions of the incidents managed under this Agreement. Findings that are inconsistent with the normal or accepted way of doing business will be reconciled on a case-by-case basis. Any decision to further examine records will be considered on a case-by-case basis and appropriate follow up action agreed upon by all agencies involved.

II. Payment for Protection Services (use if appropriate)

Geographic, Statewide, or Sub-Geographic (local) operating plans and procurement documents or agreement will establish billing procedures for Fee Basis Protection Services.

III. Non-Suppression Billings

All non-suppression costs shall be billed and paid in accordance with the terms and conditions of the Supplemental Fire Project Agreement, separate agreement, procurement, or other appropriate written document, executed by the authorized signatories of the involved Parties within their legal authorities.

IV. Accounting Records

Cooperators must maintain records incident by incident which adequately identify the source and use of funds. These records must contain information pertaining to expense related to each incident, unobligated balances, liabilities outlays or expenditures, and income. Such documents must be made available to the Federal Agency upon request.

V. Internal Control

Effective control and accountability must be maintained for all federal funds, real and personal property, and other assets. Cooperators must keep effective internal controls to ensure that all federal funds received are separately and properly allocated to each incident and used solely for authorized purposes.

VI. Reimbursable Costs

Documented costs incurred as the result of an incident are reimbursable. All costs must be reasonable, allowable, and allocable. Costs must be consistently treated as either direct costs or indirect costs. Consistent treatment of costs is a basic cost accounting principle and is specifically required to assure that the same types of costs are not charged as both direct costs and indirect costs. Every effort should be made to classify costs incurred for the same purpose, in like circumstances, consistently as either direct or indirect.

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

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

- Actual costs directly incurred for “move-up and cover” or “backfill” resources.
- Agency costs of individuals assigned to the incident or project for salary, benefits, and overtime including premium pay if and when it is earned according to the policies, laws, and rules governing the employees of the Supporting Agency.

- Agency costs for transportation including, but not limited to, airline fees, vehicle rental fees, fuel and oil, and agency established mileage fees.
- Agency costs for per diem and lodging of resources assigned to the incident when such services are not supplied by the incident.
- Additional support dispatching, warehousing or transportation services supporting a resource order or project.
- Operating expenses for equipment assigned to the incident, such as fuel, oil, and equipment repairs.
- Cost of reasonable and prudent supplies expended in support of the incident or project.
- Usage cost of equipment in support of the incident or project, contract equipment costs and operating costs for agency equipment.
- Aircraft, airport fees, retardant costs and retardant and other fire chemical costs.
- Agency-owned equipment lost, or damaged, by the Supporting Agency when accompanied by the appropriate agency source documentation to include insurance deductible paid.
- Charges from the state for state-controlled resources such as inmate crews, National Guard resources and county and local resources.
- Agency-owned equipment and supplies lost, damaged, or expended by the Supporting Agency.
- Cost or replacement of reasonable and prudent supplies expended in support of the incident. What is reasonable and prudent is determined by the protecting and/or Jurisdictional Agency or the fire team within the limits of their delegated authority or identified in the current Standards for Interagency Incident Business Management (SIIBM).

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

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

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

1. If the payment recipient has never received or does not currently have a negotiated indirect cost rate, they are eligible for a de minimis indirect cost rate up to 10% of Modified Total Direct Costs (MTDC). MTDC is defined as all salaries and wages, fringe benefits, materials and supplies, services, travel, and contracts up to the first \$25,000 of each contract.
2. For rates greater than 10%, the payment recipient shall provide either an applicable negotiated indirect cost rate agreement (NICRA) from a cognizant Federal Agency, or an indirect cost rate summary in a format that clearly defines the indirect cost rate and MTDC.

3. The payment recipient must maintain adequate documentation to support the methodology and computation of the indirect cost rate. Documentation must be made available to the Federal Agency upon request.
4. Failure to provide adequate documentation supporting the indirect cost rate could result in disallowed costs and repayment to the Federal Agency.

VII. Source Documentation

Accounting records for each incident must be supported by source documentation such as cancelled checks, paid bills, time and attendance records, contract, or sub-award documents, etc. Such documents must be made available to the Federal Agency upon request.

Exhibit E Cost Share Agreement Instructions

Each of the numbered instructions below corresponds to form items that require further explanation. Supplemental cost share 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.

A Master Cooperative Wildland Fire Management and Stafford Act Response Agreement exists between all major wildland fire protection agencies in the Northern Rockies Geographic Area. This Agreement authorizes general mutual aid, including reciprocal and cooperative fire protection services elaborated upon in geographic, statewide, or sub-geographic area operating plans. Other cooperative agreements exist between fire management agencies that authorize fire management services between agencies at the sub-geographic level. The objective of the Cost Share Agreement is to establish and document the cost sharing and basic organizational structure in response to specific fires.

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 protection responsibility are responsible for completing and signing the Agreement.

1. List the fire name agreed upon by Parties 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 Parties involved in fire suppression operations and respective agency fire 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.

DEFINITIONS:

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.

1. List any special conditions or resource objectives, e.g., 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.
2. List the Agency having legal responsibility for structural protection, and any pertinent control information or contacts.

3. 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.
4. 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 WUI and wildlands:

Each Agency pays for its own resources – fire suppression efforts are primarily on jurisdictional responsibility lands.

- A. Each Agency pays for its own resources – services rendered approximate the percentage of jurisdictional responsibility, but not necessarily performed on those lands.
- B. Cost share by percentage of ownership or Agency jurisdictional responsibility.
- C. Cost is apportioned by geographic division or by percent of effort. 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.
- D. Reconciliation of daily costs (for larger, multi-day incidents). This method relies upon daily agreed to costs, using Incident Action Plans or other means to determine multi-Agency contributions. Reimbursements must be followed up by a final bill.
- E. You Order, You Pay. Under YOYP, each agency is fiscally responsible for the resources they order, regardless of where they are used on the incident.

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 following costs should be considered for reimbursement:

- 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).
5. List any specific conditions relative to this Agreement, such as: dispatch procedures, one Agency representing another, notifications, incident information, coordinated intelligence, etc.
 6. 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.

Exhibit F Cost Share Agreement Template

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 and Stafford Act Response Agreement executed between the Agencies listed, on (date).

1. Fire 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 _____

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:

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

2 Agency _____ Geographic Responsibility _____
 3 Agency _____ Geographic Responsibility _____
 4 Agency _____ Geographic Responsibility _____
 5 Agency _____ Geographic Responsibility _____
 6

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

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

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

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

Cost Centers:	Agency:	Agency:	Agency:

23

1 12. Other conditions relative to this Agreement (notifications, incident information, etc):
2
3
4
5
6
7

8
9 13.

Agency

Agency

Agency

Agency

Signature

Signature

Signature

Signature

Title/Date

Title/Date

Title/Date

Title/Date

10
11
12 List of Attachments (if any) _____ / _____ / _____
13

Exhibit G Supplemental Fire Department Resources Template

These provisions apply only to Supplemental Fire Department Resources, and not to regular fire department personnel. Supplemental Fire Department Resources are defined as overhead tied to a local fire department generally by agreement who are mobilized primarily for response to incidents/wildland fires outside of the district or mutual aid zone. They are not a permanent part of the local fire organization and are not required to attend scheduled training, meetings, etc. of the department staff.

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

Mobilization

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

Reimbursable Costs

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

Any costs for backfill personnel are not reimbursable for personnel hired as Supplemental Fire Department Resources.

An indirect cost allowance up to ten percent of the direct salary and wage cost of providing the service (excluding overtime, shift premiums, and fringe benefits) is allowed.

Personnel

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

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

Rate Determination

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

MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT

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

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

Days off at Incident

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

Transportation and Per Diem

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

Signature and Date

(Agency Administrator)

(Federal Agency)

Signature and Date

(Fire Chief)

(Local Fire Protection District Or appropriate Official at State Level)

MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT

Attachment to Exhibit G. Supplemental Fire Department Resource – Classification Matrix

OPM GENERAL SCHEDULE	AREA COMMAND	COMMAND	OPERATIO NS	AIR OPS	PLANS	LOGISTICS	FINANCE	SUPPORT
GS-2						RADO		
GS-3			FFT2	ABRO	DPRO	SECG		EDRC
GS-4			FALA	HECM		EQPI		
			FFT1					
GS-5		ICT5	ENOP		SCKN	BCMG	CLMS	
						EQPM	EQTR	
						INCM	INJR	
						ORDM	PTRC	
						RCDM		
						SECM		
GS-6		ICT4	CRWB	AOBS	DOCL	COMT		EDSD
			DOZB	DECK	FOBS			
			ENGB	HELB	TNSP			

MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT

OPM GENERAL SCHEDULE	AREA COMMAND	COMMAND	OPERATIO NS	AIR OPS	PLANS	LOGISTICS	FINANCE	SUPPORT
GS-6 (continued)			FALB	RAMP				
			FELB					
			STAM					
			TRPB					
			WHSP					
GS-7		IOF3		HELM	GISS	EMTB		
				SEMG		EMTI		
GS-8		SOF3	DOZ1	ATBM	DMOB	COML	COMP	EDSP
			TFLD	HEB2	HRSP	FACL	COST	IADP
			STCR		RESL	FDUL	TIME	
			STDZ		SITL	GSUL		
			STEN			MEDL		
			STLM			SPUL		
			STPL			CTSP		
GS-9			FALC	HLCO			PROC	
				HEB1				

MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT

OPM GENERAL SCHEDULE	AREA COMMAND	COMMAND	OPERATIO NS	AIR OPS	PLANS	LOGISTICS	FINANCE	SUPPORT
GS-9				SECO				
GS-10		ICT3	DIVS	ASGS	FBAN	EMTP		CORD
			STPS	ATGS	LTAN			INTL
								PETM
GS-11		ICT2	OPBD	AOBD	PSC2	LSC2	FSC2	ARCH
		THSP – Deputy ICT2	OSC2			SVBD		IBA2
		PIO2				SUBD		MCCO
		LOFR						PETL
		SOF2						
GS-12	ACAC	PIO1	OSC1		PSC1	LSC1	FSC1	IBA1
	ACPC	SOF1						
	ACLC							
GS-13	ACDR	ICT1						
		THSP – Deputy ICT1						

Exhibit H Use and Reimbursement for Stafford Act Shared Resources

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

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

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

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

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

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

MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT

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

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

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

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

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

7. Billing Procedures

A. Incident Billings:

When North Dakota is the Supporting Agency operating under a Mission Assignment or sub-tasking from the ESF Primary Agency and the incident is within the State, the State will bill the ESF Primary Agency. When the State is the Supporting Agency and the incident is outside the *(State/Tribe)*'s jurisdiction, the State will bill the ESF Primary Agency.

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

MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT

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

Billing Addresses:

All bills for services provided to the state of North Dakota will be mailed to the following address for payment:

<p>ND Forest Service Attn: Loretta Forsberg 307 1st Street East Bottineau, ND 58318 Phone: 701-228-5422 Fax: 701-228-5448 Email: Loretta.Forsberg@ndsu.edu</p>
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All bills for services provided to the Forest Service and all Federal and State units who are not Parties to this Agreement will be mailed to the following address:

<p>USDA Forest Service – Region 1 Regional Contact: Melissa Swain 26 Fort Missoula Road Missoula, MT 59804 Phone: 406-329-3331 Fax: 406-329-3536 Email: melissa.swain@usda.gov</p>

<p>Dakota Prairie Grasslands Attn: Fauzia Massey c/o Billings Dispatch Center 1299 Rimtop Drive Billings, MT 59105 Phone: 406-255-1419 Fax: 406-896-2954 Email: fauzia.massey@usda.gov</p>

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All bills for services provided to the Department of the Interior/BLM will be mailed to:

Bureau of Land Management
Montana/Dakotas State Office
Attn: Karly DeMars
1299 Rintop Drive
Billings, MT 59105
Phone: 406-896-2915
Fax: 406-896-2954
Email: kdemars@blm.gov

All bills for services provided to the Department of the Interior/NPS will be mailed to:

National Park Service
For the Midwest Region
National Interagency Fire Center
Attn: Denise Kline
3833 South Development Ave
Boise, ID 83705
Phone: (208) 320-1425
Fax:
Email: denise_kline@nps.gov

All bills for services provided to the Department of the Interior/BIA will be mailed to:

Bureau of Indian Affairs
Great Plains Region - BIA
Attn: Heath Estey
115 4th Avenue SE Suite 400, MC-301
Aberdeen, SD
57401
Phone: 605-226-7621
Fax: 605-226-7358
Email: heath.estey@bia.gov

All bills for services provided to the Department of the Interior/Fish and Wildlife Service will be mailed to:

Fish and Wildlife Service
Mountain Prairie Regional Office
Attn: Jon Morse
PO Box 25486, MS60181
134 Union Blvd. (Fed Ex only)
Lakewood, CO 80228
Phone: 303-236-4331
Fax: 303-236-4791
Email: jon_morse@fws.gov

9. Payment Due Dates: All bills will have a payment due date 60 days after the date of issuance. If payment cannot be made before the 60 days expire, then a 30-day extension, with oral or written justification, may be requested.

10. Disputed Billings: Written notice that a bill is contested will be mailed to the billing agency within 60 days of issuance of the final bill and will fully explain the area of dispute. Contested items will be resolved not later than 60 days following receipt of written notice. The uncontested portion of the bill will be paid, and a new bill will be issued for the contested amount.

11. Payments: Payments will refer to the bill number and incident name and will be sent to the appropriate billing address.

Exhibit I Supplemental Fire Project Agreement Template

Cooperator Project Agreement No. (b)

Federal Agency Project Agreement No. (a)

SUPPLEMENTAL FIRE PROJECT AGREEMENT

Between

(c)

And

(d)

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

Project Title: (h)

I. BACKGROUND

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

II. PURPOSE:

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

III. THE COOPERATOR SHALL:

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

IV. THE FEDERAL AGENCY SHALL:

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

MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT

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

Each invoice must include, at a minimum:

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

The invoice must be forwarded to: (n) _____

Send a copy to: (o) _____

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

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

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

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

The special billing requirements are: (s) _____

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

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

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

(v)Principal Cooperator Contacts:

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

(w)Principal Federal Agency Contacts:

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

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

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

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

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

F. (z)PROPERTY IMPROVEMENTS. Improvements placed on federal land at the direction, or with the approval of, the Federal Agency becomes property of the United States. These improvements are subject to the same regulations and administration of the Federal Agency as

MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT

would other agency improvements. No part of this Agreement entitles the Cooperator to any interest in the improvements, other than the right to use them under applicable Federal Agency Regulations.

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

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

(cc)

(dd) , (ee) Date
(ff)

(gg)

(hh) , (ii) Date
(jj)

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

(ll)

(mm) Date

U.S. Forest Service Grants & Agreements
Specialist

INSTRUCTIONS for Supplemental Project Agreement

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

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

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

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

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

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

(e) Insert Cooperator name as cited above.

(f) Insert Federal Agency name as cited above.

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

(h) Insert project title.

(i) Enter brief project description.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(u) May be changed to accommodate additional contacts.

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

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

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

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

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

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

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

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

(cc) Insert date of signature.

(dd) Insert name of signatory official for Cooperator.

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

(ff) Insert Cooperator's organizational name.

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(gg) Insert date of signature.

(hh) Insert name of Federal Agency Signatory Official.

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

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

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

(ll) Insert date of signature.

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

Exhibit J Wildland Fire Incident and Accident Types and Definitions

A serious wildland fire incident is an unplanned event or series of events that resulted in death, injury, occupational illness, or damage to or loss of equipment or property. For wildland fire operations, a serious accident involves any of the following:

- One or more fatalities;
- Three or more personnel who are inpatient hospitalized as a direct result of or in support of wildland fire operations;
- Property or equipment damage of \$250,000 or more; and/or
- Consequences that the designated agency safety and health official (DASHO) judges to warrant a Serious Accident Investigation.

Accident investigation types and final reports should be commensurate with the complexity and/or severity of the accident and focus on organizational learning and prevention of reoccurrence.

Investigations and reports may range from large investigation teams producing comprehensive accident investigation reports to first-level supervisors initiating investigations and reporting injury/property damage in their agency-specific reporting systems (SMIS/eSafety). Final accident investigation reports may range between agency-specific accident reports, small one-page Rapid Learning Sharing, simple, or complex Lessons Learned Review reports, to extensive investigation reports that follow the same format as a serious accident.

Investigation Types and Requirements

Wildland Fire Event	Investigation Type	Management Level Requiring Notification ¹	Management level that determines review type and authorizes review ²
Serious Wildland Fire Accident	Serious Accident Investigation (SAI) <i>FS – Facilitated Learning Analysis (FLA) process of the Coordinated Response Protocol (CRP) for FS employee fatality events.</i>	National	National
Wildland Fire Accident	SAI, Accident Investigation (AI), Lessons Learned Review (LLR), Rapid Lesson Sharing (RLS), depending upon the severity. This is in addition to agency-specific accident report (e.g., SMIS/eSafety) <i>NPSFS – FLA may be used.</i>	<i>BLM/NPS – National</i> <i>FS/FWS – Management Discretion</i>	Region/State/Local

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Entrapment/Burnover	SAI, AI, LLR, depending on severity	National	National/Regional/State
Fire Shelter Deployment	SAI, AI, LLR, depending on severity	National	National/Regional/State
Near-miss	LLR, AAR	Management Discretion	Region/State/Local
Fire Trespass	Fire Cause Determination and Trespass Investigation	Local	Local

¹In the event that a wildland fire entrapment or fatality occurs, immediate notification to NICC is required. A *Wildland Fire Fatality and Entrapment Initial Report* (PMS 405-1) should be submitted to NICC within 24 hours. Submit this report even if some data is missing. The PMS 405-1 is located at <https://www.nwcg.gov/publications/405-1>. ²Higher level management may exercise their authority to determine the type of review or investigation.

For updates, see Chapter 18: Reviews and Investigations in the *Interagency Standards for Fire and Fire Aviation Operations* located at <https://www.nifc.gov/sites/default/files/redbook-files/RedBookAll.pdf>

Exhibit K MAC Agenda Outline

Conference Call –Miles City Interagency Dispatch Center MAC Group

- **Roll Call**
- **Coordination/Dispatch Center Briefing (Situation Report)**
- **Fuels and Fire Behavior Briefing**
- **Weather Briefing**
- **Prioritize/re-prioritize incidents**
- **Determine allocations of Resources**
- **Document and Distribute Decisions**
- **MCC Issues (Round Robin)**
- **Re-evaluate the need to continue MAC**