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2 **Exhibit C. Operating Plan**

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4 **Idaho Statewide Operating Plan**
5 **2023-2027**

6 **Between**

7 **THE STATE OF IDAHO**

8 **Idaho Department of Lands**

9 *UEI: LNALNMHA3NZ5*

10 *Agreement # IDL-CDS-2023-2027*

11 **And the**

12 **UNITED STATES DEPARTMENT OF THE INTERIOR**

13
14 **BUREAU OF LAND MANAGEMENT**

15 **Idaho State Office**

16 *UEI: GD3JJJNDU3E5*

17 *Agreement # BLM-IDSO-2023-07*

18
19 **NATIONAL PARK SERVICE**

20 **Interior Regions 8,9,10, and 12**

21 *UEI: ZK1LYM6WE3C4*

22 *Agreement # G8064231008*

23
24 **BUREAU OF INDIAN AFFAIRS**

25 **Northwest Region**

26 *UEI: GF45M8G4QB5*

27 *Agreement # 23P004430001*

28
29 **UNITED STATES FISH AND WILDLIFE SERVICE**

30 **Pacific Region**

31 *UEI: MYTDK1R5BBQ6*

32 *Agreement # FF01R03000-23X-L023*

33
34 **AND THE**

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36 **UNITED STATES DEPARTMENT OF AGRICULTURE**

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38 **FOREST SERVICE**

39 **Northern Region 1, Intermountain Region 4, Pacific Northwest Region 6**

40 *UEI: G2EGL5TJE6N3*

41 *Agreement # 23-FI-11015600-049*

42 **PARTICIPATING AGENCIES**

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44 **STATE OF IDAHO**

Northern Operations

Cataldo Forest Protective District
Kootenai Valley Forest Protective District
Mica Forest Protective District
Pend Oreille Forest Protective District
Priest Lake Forest Protective District
Ponderosa Forest Protective District
Clearwater-Potlatch Timber Protective Assn.
West St. Joe Forest Protective District

Southern Operations

Clearwater Supervisory Area
Craig Mountain Forest Protective District
Eastern Idaho Supervisory Area
Maggie Creek Forest Protective District
Payette Lakes Supervisory Area
Southwest Forest Protective District
Southern Idaho Timber Protective Association

45 **UNITED STATES DEPARTMENT OF AGRICULTURE - FOREST SERVICE**

Northern Region (R-1)

Bitterroot National Forest
Idaho Panhandle National Forest
Nez Perce–Clearwater National Forest

Pacific Northwest Region (R-6)

Wallowa-Whitman National Forest

Intermountain Region (R-4)

Boise National Forest
Caribou-Targhee National Forest
Payette National Forest

Salmon-Challis National Forest
Sawtooth National Forest

46 **UNITED STATES DEPARTMENT OF THE INTERIOR**

BUREAU OF INDIAN AFFAIRS- NORTHWEST REGIONAL OFFICE – PORTLAND, OR

Coeur d’Alene Agency – Coeur d’Alene Tribe
Fort Hall Agency – Shoshone-Bannock Tribes
Northern Idaho Agency - Kootenai Tribe of Idaho & Nez Perce Tribe

BUREAU OF LAND MANAGEMENT-IDAHO

Boise District
Coeur d’Alene District

Idaho Falls District
Twin Falls District

NATIONAL PARK SERVICE-INTERIOR REGIONS 8, 9 ,10, AND 12

City of Rocks National Reserve
Hagerman Fossil Beds National Monument
Nez Perce National Historic Sites

Craters of the Moon National Monument and Preserve
Minidoka National Historic Site

U.S. FISH AND WILDLIFE SERVICE- PACIFIC REGION

Dworshak National Fish Hatchery
Hagerman National Fish Hatchery
Kooskia National Fish Hatchery
Bear Lake National Wildlife Refuge
Camas Lake National Wildlife Refuge

Deer Flat National Wildlife Refuge
Gray’s Lake National Wildlife Refuge
Kootenai National Wildlife Refuge
Minidoka National Wildlife Refuge
Oxford Slough Wildlife Production Area
Southeast Idaho National Wildlife Refuge Complex

47 This Operating Plan is hereby made and entered into by and between the Parties pursuant to the Master
48 Cooperative Wildland Fire Management and Stafford Act Response Agreement (Agreement) signed and
49 dated July 10, 2024. This Operating Plan, including any referenced attachments or Exhibits, is tiered to
50 the Agreement. A formal modification to the Agreement is unnecessary but to the extent the terms of
51 this Operating Plan conflict with the Agreement, the Agreement shall govern.

52 I. PURPOSE

53 This is a Statewide Operating Plan applicable to all signatory Parties within the Great Basin and
54 Northern Rockies Geographic Areas for the State of Idaho. Its purpose is to address statewide issues
55 affecting cooperation, interagency working relationships and protocols, financial arrangements,
56 sharing of resources, and joint activities/projects. The Great Basin and Northern Rockies
57 Mobilization Guides are incorporated herein by reference in this Operating Plan.
58

59 II. RECITALS

60 Stafford Act responses and related National Response Framework (NRF) activities will be
61 accomplished utilizing established dispatch coordination concepts. Situation and damage assessment
62 information will be transmitted through established fire suppression intelligence channels.
63 Jurisdictional Agencies, as defined in the Agreement, are responsible for all planning documents,
64 i.e., land use, resource and fire management plans and decision support documents, for a unit's
65 wildland fire and fuels management program.

66 Protecting Agencies, as defined in the Agreement, implement the actions documented and directed
67 by the appropriate planning documents and decision support documents for initial and extended
68 attack on wildfire incidents. They provide the supervision and support including operational
69 oversight, direction, and logistical support to Incident Management Teams IMTs.
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71 III. INTERAGENCY COOPERATION

72 A. Interagency Dispatch Centers:

73 Each dispatch center within Idaho will maintain a standard operating plan that addresses the
74 following:
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- 76 • Purpose and Overview
- 77 • Administrative Oversight/Structure
- 78 • Dispatch Organization
- 79 • Roles and Responsibilities
- 80 • Dispatch Services
- 81 • Funding
- 82

83 It is intended, that interagency dispatch center managers may be employed by any Participating
84 Agencies, and as such, have the agency specific authorities from each Participating Agency,
85 except where prohibited by law or regulation, necessary to conduct the Center's operation.
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87 Data changes to the official map will be completed by the GIS group for approval by the G4
88 group on or before April 1st. Updated maps will be available to Dispatch Centers by May 1st of
89 that same year.

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Current Interagency Dispatch Centers:

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

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B. Interagency Resources:

Identify funding and staffing of joint resources and facilities commensurate with each agencies use.

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C. Standards:

Reference common standards; reference direction for land management and aircraft use.

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D. Supplemental Fire Department Resources: Supplemental Fire Department Resources that may be mobilized under the Idaho Cooperative Mobilization Agreement (ICMA).

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E. Local Fire Service Organizations (FSOs):

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- Mobilization of FSO resources outside of the area covered by local agreements will be transacted through Idaho Department of lands (IDL).
- FSO resources will not be mobilized outside the local area if they do not have an ICMA with IDL.
- Mobilization of FSO resources will follow all processes and procedures defined in the ICMA published by IDL, which includes rates, training, and equipment standards.
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F. State-to-State Response: Through utilization of the Northwest Compact, IDL can directly order Canadian, and other State resources, and IDL will provide training, Personal Protective Equipment (PPE), and equipment, (reference Appendix I). If a federal agency utilizes a specific resource, and has additional requirements, they are responsible for providing training, PPE and equipment above what IDL requires.

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G. Tribal Resources:

The Bureau of Indian Affairs has cooperative arrangements in place with:

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- Coeur d’Alene Agency – Coeur d’Alene Tribe
- Fort Hall Agency - Shoshone-Bannock Tribes
- Northern Idaho Agency - Nez Perce Tribe of Idaho, Kootenai Tribe of Idaho

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H. Rangeland Fire Protection Associations:

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A Rangeland Fire Protection Association (RFPA) is a nonprofit organization that has entered into a Rangeland Fire Protection Agreement with the IDL, for the detection, prevention, and suppression of range fires with the state of Idaho or any agency of the state of Idaho. An RFPA has the authority to form in Idaho through Idaho Code § 38-104B. Through the agreement with

134 the IDL, Idaho RFPAs are required to properly train and equip members with PPE and radio
135 communications. They are also required to carry liability insurance. Once all terms of the
136 agreement with the IDL have been met, the RFPAs are authorized to engage in suppression
137 activities within the terms of their agreements and/or Memorandums of Understanding (MOUs).

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139 In areas where RFPAs and wildland fire protection agencies share common fire protection
140 interests, the entities are encouraged to enter into local agreements or MOUs to define
141 operational procedures and responsibilities. RFPAs resources cannot be mobilized outside the
142 area covered by their local agreements.

143
144 Fire reporting and dispatch procedures are detailed in the agreements that RFPAs hold with
145 individual agencies and are specific to the signatory agencies.

146 **I. Idaho Office of Emergency Management (IOEM):**

147 Idaho Office of Emergency Management (IOEM) is responsible for directing the coordination of
148 emergency and disaster operations when a disaster occurs in the State of Idaho. This is done
149 through the implementation of the Idaho Emergency Operations Plan (IDEOP), which can be
150 found at: <https://ioem.idaho.gov/preparedness-and-protection/plans/>

151
152 The IDEOP, Emergency Support Function #4 (ESF4) addresses firefighting in Idaho. IDL is the
153 primary state agency responsible for ESF#4 coordination and may have personnel assigned to the
154 Idaho Response Center (IRC) to assist local government agencies in obtaining resources.

155
156 If a local jurisdiction with structure protection responsibilities has a need for additional resources
157 due to an incident, they work with the Idaho Office of Emergency Management's (IOEM)
158 appropriate Area Field Officer to make the Request for Assistance. The IOEM may Mission
159 Assign the Idaho Department of Lands, as the ID-ESF #4 Coordinator (Idaho Emergency
160 Support Function #4 – Firefighting) to acquire the requested resources. This process is outlined
161 in the Idaho Emergency Operations Plan [Office of Emergency Management \(idaho.gov\)](https://ioem.idaho.gov/preparedness-and-protection/plans/)
162 [Preparedness and Protection Plans](https://ioem.idaho.gov/preparedness-and-protection/plans/)

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164 Resources acquired by the IDL through this process will be tracked and paid by IDL utilizing the
165 processes outlined in the Idaho Cooperative Mobilization Agreement (ICMA). In turn, IDL will
166 submit all costs to IOEM in accordance with the mission assignments.

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168 When requested, IDL may provide a liaison to the IOEM Area Field Officer (AFO) when a
169 wildfire disaster occurs in their area of responsibility.

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171 IOEM is also responsible for state government's role in the Fire Management Assistance Grant
172 Program (FMAG). When a Governor's approved state disaster declaration is in effect, the state
173 or local government may receive financial assistance through a FMAG from the Federal
174 Emergency Management Agency (FEMA) to offset the suppression costs to the applicant
175 agencies, typically the state, local government, or tribal agencies.

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177 All requests for FMAG assistance will be made through IOEM. The local jurisdiction makes
178 their request through the appropriate AFO. IDL also makes their request through IOEM.

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J. Idaho National Guard:

All requests for Idaho National Guard (IDNG) assistance in support of wildfire incidents shall go through IOEM. A local jurisdiction and/or IDL may be a requestor. Acquisition, procurement, and use of IDNG shall follow policies and procedures set forth in the IDEOP and the Reciprocal Fire Protection Agreement for Cooperation in Wildfire Suppression between Idaho Military Division and Idaho Department of lands.

IDNG resources may be utilized when all other potential sources (i.e., owned, and contracted assets, or agreements) have been exhausted, and a Governor’s approved state disaster declaration has been issued.

The IMT will be responsible for tracking IDNG resources to ensure a clean payment package. Host agencies may be requested by IOEM to assign personnel to fill the roles of Incident Business Advisor (INBA) and National Guard Liaison at the IRC. Additional liaisons may be needed at the assigned locations of IDNG resources.

If IDNG resources are deployed into Idaho from another state, a notification to the IDL State Duty Officer must also be made.

More information on the disaster declaration process and IEOP can be found on the IOEM’s website. <https://ioem.idaho.gov/preparedness-and-protection/plans/>

K. Idaho Department of Corrections Resources (IDOC):

The IDL agreement with the IDOC will be the only agreement used by all Agencies to provide corrections resources for fire protection activities. In order to be reimbursed for the cost of work performed by any person serving a term of imprisonment, the State must have a written agreement with the IDOC that addresses the provision of assistance by persons serving terms of imprisonment and the cost for the assistance. For costs that are the responsibility of the Federal Agencies, the Federal Agencies shall upon receipt of the States billing, reimburse the State for the costs of assistance. Refer to Exhibit D – Reimbursable Billing and Payments Procedures.

IV. PREPAREDNESS

A. Protection Planning:

The Agencies agree that protection objectives will be based upon the individual Fire Management Plans (FMP) which will be formulated in an interagency manner whenever and wherever possible. Plans can be obtained by contacting each agency head.

B. Protection Areas and Boundaries:

1. Unprotected Lands:

Unprotected lands are lands for which there is no agreement with an established fire protection organization such as a Rural Fire Department, Fire Protective Association (FPA), Municipal Fire Department, RFPA, a county, the IDL, Timber Protective Association (TPA), or Federal agency. When wildland fires occur on unprotected lands and fire threatens any agency’s resource values, there is discretion to engage in fire suppression activities to protect those resource values consistent with their agency polices.

226 There are approximately 1.2 million acres of unprotected land across the State of Idaho. The
 227 State of Idaho has authority to protect private lands, but Idaho Code does not allow for the
 228 payment of such responding resources.

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a. Suppression Activities on Unprotected Lands:

Suppression actions on unprotected lands can be very complex. These fires may have
 landowners taking suppression actions with no means of communication with other
 firefighting entities. Uncoordinated response to wildland fire has the potential to place
 firefighters in hazardous situations, which are inherently high-risk. Run cards may
 address any unprotected lands and how to best coordinate a response that mitigates any
 hazardous situations that may be present, define what constitutes a threat to agency lands,
 develop management action points, and course of action.

C. Methods of Fire Protection and Suppression:

1. Reciprocal (Mutual Aid) Fire Assistance:

The State and Federal Parties to this agreement have identified reciprocal Mutual Aid zones
 within the State in which a minimum billing threshold will be utilized. Refer to Exhibit D,
 Reimbursable Billings and Payments for more information regarding the minimum billing
 threshold.

2. Reimbursable (Cooperative) Fire Protection:

Lands not designated as offset exchange or within the mutual aid zone will be considered
 reimbursable.

The Protection Agency may request suppression resources of other Agencies for its
 protection work. Such resources shall be paid for by the Protecting Agency.

IDL authorizes suppression action by the Federal wildland fire agencies on State-owned
 Rangelands. These fires will have an IDL Unit Identifier for assigning ownership.

If Federal resources respond to State-owned Rangeland fires, federal resources will be
 reimbursed 100% and the minimum billing threshold does not apply. See applicable item
 regarding Reimbursable Billings and Payments, Exhibit D.

3. Exchange (Offset) Fire Protection:

The Parties to this agreement have identified areas of exchange (offset) fire protection
 services in specific areas of Idaho. The areas designated as offset were determined based
 upon the following:

- More aligned with applicable core missions
- Consider the location of agency resources
- Better serve and protect the public
- Create efficiencies in the areas where small and/or scattered parcels exist
- Simplify financial processes when possible
- Flexibility to adjust decisions and phasing in changes as needed from changes in agency resources.

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271 Maps and narratives documenting the exchange are on file at the Bureau of Land
 272 Management Idaho State Office.

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

281
 282 Agencies protecting lands that are the jurisdiction of another will provide wildland fire
 283 suppression per the jurisdictional agencies land management policies.

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 285 **4. Contract (Fee Basis) Fire Protection:**

For reference, the fee-based fire protection agreements listed below, are agency-specific, not between Federal and State agencies.

<u>Protection Area</u>	<u>Protecting Agency</u>	<u>Jurisdictional Agency</u>
Kootenai Reservation	IDL	BIA/Nez Perce Tribe
Nez Perce Reservation	IDL	BIA/Kootenai Tribe
Idaho Fish & Game	IDL	State of Idaho
Idaho Parks & Recreation	IDL	State of Idaho
Misc. Parcels NPS	BLM	National Park Service
Misc. Parcels FWS	BLM	U.S. Fish & Wildlife Service
Misc. Parcels BOR	BLM & USFS	Bureau of Reclamation

286 **D. Joint Projects and Project Plans:**

287 Implementation of such projects will require a separate, Supplemental Fire Project Agreement
 288 (SFPA), Exhibit I hereto or other appropriate agreement, executed by the authorized signatory
 289 for each party to the SFPA.

290
 291 These projects may involve activities such as prescribed fire/fuels management, preparedness,
 292 fire analysis/planning, rehabilitation, training, prevention, public affairs, or other beneficial
 293 efforts in support of interagency fire management. Any activity will require its own SFPA.

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 295 **E. Fire Prevention/Education/Mitigation:**

296 The Participating Agencies agree to cooperate in the development and implementation of fire
 297 prevention/education/mitigation programs. Participating Agencies will collaborate on ways to
 298 prevent unwanted wildfires. This program will have an overarching goal of lessening the risk of
 299 wildfire impacts to the public and private land and structures especially in the Wildland Urban
 300 Interface (WUI).

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 302 **F. Fire Restrictions:** Fire Restrictions and/or Closures will be communicated and coordinated
 303 between the Participating Agencies to include initiating, implementing, and lifting restrictions.
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G. Public Use Restrictions:

Implementation of restrictions and closures shall be coordinated with all appropriate agencies.
<https://www.idahofireinfo.com/>

H. Burning Permits:

Burning permits will be issued through an on-line portal managed by the State of Idaho. Burn permits are required May 10 to October 20 per Idaho Code § 38-115.

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

Any Party to this Agreement may provide assistance to another Party as requested and agreed to for the purposes of implementing prescribed fire activities 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, Clause #4). Any instrument processed under this clause shall be in accordance with each Party’s applicable laws, regulations, and policy requirements.

J. Smoke Management:

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 ARAs to Type 2 fires as per the Interagency Standards for Fire and Fire Aviation Operations (red book) and Public Law 116-9, the Dingell Act, 2019. ARAs 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. ARAs are ordered in Interagency Resource Ordering Capability (IROC) as a Technical Specialist (THSP).

Additional information on ordering an ARA can be found in the appropriate Geographic Area Interagency Mobilization Guide.

Agencies in Montana and Idaho are members of the Montana/Idaho Airshed Group and coordinate smoke management from prescribed fire actions following specific protocols. The group’s procedures are outlined in the Montana/Idaho Airshed Group Operating Guide and can be found at <https://mi.airshedgroup.org>

V. OPERATIONS

A. Fire Notifications:

A Supporting Agency will promptly notify the appropriate Protecting Agency of fires burning on or threatening lands for which that agency has protection responsibility.

Local Dispatch Operating Plans shall specify notification procedures and timelines, to include timeframes when final fire reports will be sent to Jurisdictional Agencies.

A responding resource or its dispatch center must immediately notify the Jurisdictional Agency’s dispatch center when they are responding to an incident and of suppression actions taken, due to special management and financial considerations.

350 If a responding resource is dispatched through its respective dispatch center to an incident where
351 jurisdiction is unclear, unknown, suspected to lay within the boundaries of another jurisdiction,
352 or suspected to be a “boundary line fire” then every effort for immediate notification to the
353 appropriate Interagency Dispatch Center must be made.
354

355 **B. Boundary Line Fires:**

356 Agencies are expected to review boundary areas annually with neighboring agencies to
357 determine whether preplanned fire control lines and response strategies are still appropriate for
358 each other’s jurisdictional interests. Plans to resolve adjacency issues will be documented in
359 local Dispatch operating plans and on maps attached to those plans.
360

361 Every effort shall be made to notify neighboring agencies whenever a fire is threatening their
362 jurisdiction or protection. Any, and all requests for emergency assistance and incident support on
363 cross boundary incidents must be clear and concise and shall be processed and recorded through
364 a single dispatching center.
365

366 Reconciliation of costs for border fires will follow the Billings and Invoices Processes as
367 outlined in Exhibit D.
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369 **C. Independent Action on Lands Protected by Another Agency:**

370 All fire suppression actions conducted on lands of other Agencies shall be consistent with the
371 Jurisdictional Agency’s land management policy.
372

373 Any Participating Agency may, upon its own initiative, at the risk of their own expense, and with
374 appropriate notification and coordination, respond to wildland fires on lands that are under the
375 direct protection of another agency.
376

377 **D. Response to Wildland Fire:**

378 **1. Special Management Considerations:**

379 **a. IDL State and Private Forested Lands.** No special management considerations.

380 **b. USFS Aerial Application Avoidance Issues:**

381 Avoidance maps will be prepared and made available for all National Forest System
382 lands and reviewed pre-season and during any fire incident with the assigned Incident
383 Commander (IC) or IMT.
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385 If there is a mishap, notify the local U.S. Forest Service District so they can make the
386 appropriate notifications.
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388 Avoidance issues related to aerial retardant on all National Forest System lands will be
389 monitored and any mishaps will be reported following protocols established in the
390 “Record of Decision” issued in 2011. For detailed instructions reference
391 <https://www.fs.fed.us/managing-land/fire/chemicals>
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393 Reference Exhibit M for Standards and Guidelines for Fire Suppression in Watersheds
394 with Sensitive Fish Species.
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c. U.S. Fish and Wildlife Service, The Use of Aerial Delivered Retardant:

On lands protected by U. S. Fish and Wildlife Service the use of aerial delivered retardant is approved with a determination by the IC that “life and/or property” is imminently threatened. Continued use of retardant is dependent upon the approval of the Jurisdictional Agency.

Reference individual refuge/hatchery FMPs at: <https://www.fws.gov/fire/fmp/>

d. BLM Special Management Guidelines:

Reference Exhibit N

E. Decision Process:

The Federal agencies will assume the lead for development of Wildland Fire Decision Support System (WFDSS) and delegation of authority as required for fires on federally managed lands. The WFDSS is the sole documentation tool for all fires that occur on federal jurisdiction or protection. If an Incident Management Team (IMT) is ordered, the WFS/WFDSS will be completed in conjunction with any jurisdictional agencies. All documents will be provided to IMTs once in place.

Protection	Jurisdiction	WFS / WFDSS
State	State	WFS
Federal	State	WFS
State	State & Federal	WFS & WFDSS
State	Federal	WFDSS

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

“State and Private Forestland Owners pay a fire protection assessment to the Idaho Department of Lands (IDL). Fire suppression operations on State and Private Forestland must include placing high value on timber resources including standing timber, as well as plantations. Expectations for firefighting on State and Private Forestland within Federal protection areas are:

- While planning and executing fire suppression actions, be mindful of the financial values associated with state and private timber.
- Minimize threats and potential impacts to state and private timber by using tactics that keep fire away from these areas.
- Minimize acres burned by using full suppression tactics and keeping the fire size as small as practical.
- Use tactics, practices, and behavior that respect the property and timber value of forestland owners.”

F. Cooperation:

All Parties to this agreement are involved in developing the strategy and tactics to be used in preventing unwanted wildland fire from crossing the jurisdictional boundaries. Neighboring jurisdictions should provide prompt notification to agencies when concerns exist about fires that have the potential to impact adjacent jurisdictions.

G. Communication:

437 Communications occur prior to fire season in pre-season meetings and during the early stages of
 438 wildland fires.
 439

440 **1. Frequencies:**

441 Pre-identified incident communication protocols will be established and followed (e.g.,
 442 frequencies plans, points of contact, and interoperable radio hardware). All agencies Party to
 443 this agreement agree to share FM frequencies and Air to Air frequencies for initial attack,
 444 extended attack, and Type 3 incidents. All other incidents will utilize national radio cache
 445 frequencies. All Parties will maintain their individual agency’s radio systems. Opportunities
 446 for efficiencies on radio maintenance will be coordinated on a local level.
 447

448 **H. Cost Efficiency:**

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

454 **I. Delegation of Authority (DOA):**

455 Delegation of Authority is required for all Type 1, Type 2, and Type 3 and Complex Incident
 456 Management (CIM) teams assigned.

457 The DOA will incorporate the decision documents and will clearly communicate the intent of the
 458 Jurisdictional Agency leader(s) and will be signed by all Protection and Jurisdictional Agencies.

459 For Type 3, 4, and 5 incidents, the ICs are responsible for obtaining a delegation of authority
 460 and/or expectations to manage the incident from the agency administrator. Delegations may be
 461 written or oral. Each agency will follow their own policy.

462 DOA for Incident Commanders and Area Commanders (ACs) will come from the Unit
 463 Administrator or authorized designee:

- 464 BIA: Agency Administrator
- 465 BLM: District Manager
- 466 BOR: Protecting Agency or Regional Director
- 467 FWS: Refuge Manager; Project Leader
- 468 IDL: Area Manager
- 469 NPS: Park Superintendent
- 470 RFPA: District Manager
- 471 USFS: Forest Supervisor

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473 **J. Preservation of Evidence:**

474 Evidence will be preserved in accordance with applicable Agency regulations and policies.

475 **K. Community and Structure Fire Protection from Wildfires in Idaho:**

476 Local city or county government is responsible for emergency response, including structure
 477 protection, within their jurisdiction. This responsibility is usually found within the fire agencies’
 478 charter and is substantiated by tax dollar revenue (sales and property tax).
 479

480 Local city or county governments assume the financial responsibility for emergency response
 481 activities, including structure protection, within their jurisdictions. Local city or county
 482 government will order resources deemed necessary to protect structures within their jurisdiction.
 483 Local city or county governments will not be reimbursed for performing their responsibilities
 484 within their jurisdiction.

485
 486 Any time that fire activities warrant structure protection the decisions, the actions taken, and
 487 financial responsibilities must be documented on the cost share template. Links for decision
 488 documents can be found in Exhibit J.

489
 490 Applies to Northern Rockies only - The Northern Rockies document titled, “Guidelines for
 491 Community and Structure Fire Protection” is valid and should be used in setting expectations for
 492 community and structure fire protection, as well as, providing leader’s intent in any Delegations
 493 of Authority. The document can be found at: <http://gacc.nifc.gov/nrcc/nrcg/>
 494

495 IDL may provide resources to a county (FSO, Sheriff, Commissioner, or other official) or tribal
 496 agency for structure suppression assistance when a wildland fire threatens structures. This is part
 497 of IDL’s responsibilities as the primary agency responsible for Emergency Support Function
 498 (ESF4) in the (IDEOP).

499 **L. Movement of IDL Resources within Idaho:**

500 Due to the State being split within two different geographic areas, for the movement of IDL
 501 resources, Idaho State agency or compact resources, FSOs and IDL exclusive use contractors, or
 502 any other resources under the control of IDL (all referred to as IDL resources) the following
 503 process will be followed:

Originating IDL Location	Destination IDL Location	GACC FROM	GACC TO
Southern Idaho	Northern Idaho	Northern Rockies CC (MT-NRC)	Great Basin CC (UT-GBC)
Northern Idaho	Southern Idaho	Great Basin CC (UT-GBC)	Northern Rockies CC (MT-NRC)

504 All dispatch offices must ensure that the “Special Needs” block of the resource order request
 505 clearly indicates that the needs are for IDL Resources.
 506

507 **VI. USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES**

508 **A. Cost Share Agreement:**

509 Whenever multiple jurisdictional agencies or protection agencies are affected due to the location
 510 of a fire the development and implementation of a written Cost Share Agreement is required
 511 using one of the approved cost share methodologies available in Exhibit E, Cost Share
 512 Agreement Instructions. A cost share agreement will be approved by the responsible Unit
 513 Administrators as defined by agency policy or their authorized representatives.

514 **B. Training:**

515 Training priorities and delivery will be coordinated as agreed upon by training committees from
 516 each Geographic Area Coordinating Group. These training committees will provide direction,
 517 guidance, and processes for delivery of interagency training courses throughout the State.

518 As the agency of jurisdiction, under the National Incident Management System Wildland Fire
 519 Qualification System Guide, PMS 310-1, the IDL will sponsor FSO personnel in wildland

520 training for Incident Command System (ICS) positions to assist on interagency incidents
521 nationally.

522 For the purposes of this agreement, any IDL, FSO and RFPA employee/member will be treated
523 as a Geographic Area student whether they reside in northern or southern Idaho. Nominations
524 will be processed and prioritized according to individual Geographic Area Training Committee
525 Operating Plans.

526 The IDL, Bureau of Fire Management Training and Safety Specialist will coordinate training
527 schedules and nominations for agency, FSO, and RFPA personnel with the two Geographic Area
528 Training Committees. IDL will participate in Priority Trainee Programs within Geographic
529 Areas for the purposes of completing Position Task Books (PTB) within the ICS organization for
530 interagency incidents.

531 Agencies hosting training will provide IDL (IDL Training and Safety Specialist and Southern
532 Idaho Fire Program Liaison, as appropriate) copies of course completion memo documenting
533 personnel training attendance.

534 **C. Communication Systems:**

535 See Dispatch Operating Plans for specific guidance.

536 **D. Fire Weather Systems:**

537 Listed in Dispatch Operating Plans.

538 **E. Incident Meteorological (IMET) Services:**

539 Follow standard dispatch procedures for requesting IMET services from the NWS and shall be
540 made in accordance with the provisions of the Interagency Agreement for Meteorological and
541 Other Technical Services (IMET Agreement) and shall not conflict with the procedures of the
542 Mobilization Guides. Reimbursement and expenditures for IMET Services shall follow the
543 procedures detailed within the IMET Agreement.

544 **F. Aviation Operations:**

545 Agencies will cooperate in the use, operations, and support of aviation resources. Operational
546 capabilities vary by agency. Each agency will follow its established policies and procedures in
547 the performance of their operations.

548 Any agency may assign and maintain operational control of their respective aircraft to an
549 incident when the fire is deemed a threat to lands under its jurisdiction. A resulting
550 interagency mix of aircraft in the same airspace is allowed as long as common communications,
551 command/control, and on-scene operating procedures exist to ensure a safe and efficient aviation
552 operation. Fire Traffic Area (FTA) procedures will be used by all aircraft. When an unsafe or
553 inefficient aviation operation exists, agencies reserve the right to withdraw their aircraft until the
554 issues are resolved. Investigations of aircraft accidents and incidents will comply with the
555 standards and procedures of the procuring agency, and that of the “Operator of the Aircraft.”
556

557 **1. Aviation-Related Clarifications:**

558 The following rules of “Aviation Related Clarifications” are intended to provide clear
559 direction to all parties to the Master Agreement:
560

561 Retardant, Foam, Gel Dispensing: No foam, retardant, gel, or other suppressant may be
562 dispensed from non-federal aircraft on Federal lands unless it is a product specifically
563 approved by Missoula Technical Development Center (MTDC) and listed on the Qualified

564 Products List (QPL).

565

566 **2. Federal Aircraft:**

567 Aircraft procured and approved by Federal firefighting agencies are authorized for use on
568 wildland fire operations managed by Federal, State, FPAs, TPAs and local governments.
569 Federal employees are only authorized to ride in federally carded/approved aircraft (with
570 federally approved pilots) regardless of Jurisdictional Agency.

571

572 **3. Non-Federally Approved Aircraft:**

573 Non-federally approved aircraft will be excluded from suppression resources listed in
574 reciprocal suppression agreements with the USDA/USDI agencies. Non-federally
575 approved aircraft shall not be used where the USDA/USDI is the Protecting Agency. Any
576 agreement stating otherwise shall be rescinded. Additionally, aircraft will not be
577 dispatched to incidents known to be on USDA/USDI land other than as an independent
578 action.

579

580 Under the closest forces concept, non-federally approved aircraft may be dispatched to
581 fires of unknown jurisdiction. When a non-federally approved aircraft dispatched to such a
582 fire determines that the fire is on USDA/USDI protection and does not threaten other
583 non-federally protected lands, the pilot or manager will immediately provide the
584 coordinates and a fire report to the dispatch center so that appropriate USDA/USDI
585 aviation assets may be dispatched. The non-federally approved aircraft will then leave the
586 scene. Non-federally approved aircraft are not authorized to conduct initial attack on
587 USDA/USDI lands unless there is an immediate threat to non-federally protected lands.
588 Non-federally approved aircraft (manned or unmanned) shall not be under the operational
589 control of USDA/USDI.

590 **4. Approved Cooperator Aircraft:**

591 Aircraft procured/owned by the cooperating agencies (State and local) may be utilized on
592 federally managed fires only when Federal “cooperator aircraft letters of approval” are in
593 place for the aircraft and pilots being used. The letter is the instrument that authorizes
594 payment by the Federal Government. Refer to Interagency Standards for Fire and Aviation
595 Operations (red book) Chapter 16, Aviation Operations and Resources/Cooperator Aircraft.
596 <https://www.nifc.gov/sites/default/files/redbook-files/RedBookAll.pdf>, CFR: United States
597 Code 49 §40125 (a)(1) [https://www.govinfo.gov/content/pkg/USCODE-2011-](https://www.govinfo.gov/content/pkg/USCODE-2011-title49/pdf/USCODE-2011-title49-subtitleVII-partA-subparti-chap401-sec40125.pdf)
598 [title49/pdf/USCODE-2011-title49-subtitleVII-partA-subparti-chap401-sec40125.pdf](https://www.govinfo.gov/content/pkg/USCODE-2011-title49-subtitleVII-partA-subparti-chap401-sec40125.pdf)

599

600 **5. Non-Federally Approved Cooperator Aircraft:**

601 Cooperator Aircraft that have not been approved by USDA Forest Service/Department of the
602 Interior letter may be utilized on federal lands when and where the Cooperator is the
603 protecting agency in a reciprocal or offset agreement or when Cooperator lands are
604 threatened, and the State maintains operational control of aircraft.

605

606 **6. Federal Lands under State Protection:**

607 State, Fire Protection Associations (FPA’s), TPA and local governments may use non-
608 federally approved aircraft on Federal lands only when and where the State, FPA, TPA or
609 local agency has formal protection responsibility on those lands and when the State, FPA,
610 TPA or local agency maintains operational control of those aircraft.

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7. Federal Airtanker Base:

Non-federally approved aircraft and retardant loading at Federal airtanker bases are authorized when operational control is maintained by the State, FPA or local agency.

8. Federal Personnel:

Federal employees may be assigned to fires when non-federally approved aircraft are under the operational control of State, FPA, TPA or local agencies. No Federal employee may be assigned with contracting/procurement responsibility related to non-federally approved aircraft. No Federal employee may be assigned to a position that exercises operational control of a non-federally approved aircraft, unless working as an agent of the State or FPA under a binding Delegation of Authority. No Federal employee may ride on non-federally approved aircraft.

9. Federal Aerial Supervision:

Federal personnel may provide aerial supervision (tactical control), including “lead profiles,” to non-federally approved aircraft under existing standard procedures and agreements, only when operational control is maintained by the State, FPA, TPA or local agency.

10. Federal Firefighters on State Fires:

State aircraft shall remain under State “operational control.” Those personnel working on the fire and providing “tactical” direction of these aircraft are working as an agent of the State, FPA, TPA or local government and therefore are not in “operational control” as determined by the National Transportation Safety Board (NTSB) in their accident investigations. This means that Federal employees, working on a State, FPA, TPA or locally managed fire in such positions as IC, Operations Section Chief, Aerial Supervisor, etc., may exercise “tactical” control over an aviation resource. However, “operational” control remains with the agency managing the fire. Therefore, it is permissible for Federal employees to work with non-federally approved aircraft while under the operational control of a State, FPA, TPA or local government.

In an emergency, where human life on Federal lands under Federal protection is immediately threatened by wildland fire in the current burning period, a local Federal line officer may, with State concurrence, take operational control over State contracted aircraft, if sufficient Federal aircraft are not available to protect the public.

The local Federal line officer must notify their Fire Director/State Fire Management Officer or Fire Director Designee/State Fire Management Officer Designee. Any such use will be documented by the approving Federal line officer, and the documentation will be forwarded to the agency national aviation headquarters within two weeks. For billing purposes, the Region and State Office will reconcile imminent threat dates and flights.

The authorization for Federal agencies to use unapproved aircraft when there is an imminent threat to human life is consistent with and based upon the language found in the following laws and clarifying documents which define public vs. civil aircraft operations:

Independent Safety Board Act Amendments, Public Law 103-411, signed Oct. 25, 1994. 49 U.S.C. 40102 (a)(37)

658 FAA Advisory Circular AC 00-1.1b, Public Aircraft Operations, Feb. 12, 2014, Appendix 1
659 defines “public aircraft.” Reference:
660 https://www.faa.gov/documentLibrary/media/Advisory_Circular/AC_00-1.1B.pdf.

661
662 IDL aircraft under exclusive use contract agreements are a statewide resource and are
663 available to the signatories of this agreement within the State of Idaho for the use of
664 suppression activities, through standard dispatch ordering processes. These aircraft are not
665 authorized for non-suppression activities unless a Supplemental Fire Project Agreement
666 exists. Refer to Exhibit I.

667 It is expected that all protocols in The IDL and U.S.F.S Regions 1 and 4, Interagency
668 Operations Guide for Single Engine Air Tankers and Amphibious Water Scoopers will be
669 followed.
670

671 **11. Aircraft Billing:**

672 Aircraft use will be billed to the reimbursing agency following the billing procedures found
673 in Exhibit D of this document.
674

675 **G. Unmanned Aircraft Systems, UAS Operations:**

676 All wildland fire UAS operations, including pilots and aircraft, must follow all aircraft direction
677 listed in above sections, be approved by the jurisdictional agency and “NWCG Standards for Fire
678 Unmanned Aircraft Systems Operations,” PMS 515.
679

680 **VII. BILLING PROCEDURES**

681 (Refer to Exhibit D. of the Master Coop Agreement-Reimbursable Billings and Payments)

682 **A. Suppression Billing:**

683 1. Billing Information, Provide:

- 684 ■ Agency name and billing address
- 685 ■ Financial Contact (name, phone, email)
- 686 ■ Agency Unique Entity Identifier (UEI)
- 687 ■ Billing timeframes – Provide contact information for written request for
688 extensions beyond timeframes established in Exhibit D, Reimbursable Billings
689 and Payments.
- 690 ■ Indirect Cost Rates, if applicable; the indirect cost assessment is waived for all
691 suppression billings.

692 **B. Fee Based Services:**

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

694 Agencies may provide fire protection services on lands under the jurisdiction of another agency.
695 Agency costs will be computed by adding together (1) a five-year average suppression cost
696 considering the most recent seven full fiscal years but eliminating the highest cost year and the
697 lowest cost year, and (2) a five-year average preparedness cost considering the most recent seven
698 full fiscal years but eliminating the highest cost year and the lowest cost year.

699 For example, 2023 costs would include (1) the average suppression cost of years 2016-2022,
700 minus the highest and lowest, plus (2) the average preparedness cost for the years 2016-2022,

701 minus the highest and lowest. State and Regional business leads are the points of contact for
702 developing the cost per acre rate. The following are fee basis protection areas:

703 **C. Non-Suppression Billings:**

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

710 **D. Stafford Act Billings:**

- 711 • Refer to Exhibit H of the Master Cooperative Agreement – Use of and Reimbursement for Shared
712 Resources in Stafford Act Response Actions.
- 713 • Billing timeframes – Contact information and process required for extensions beyond timeframes
714 established in Exhibit H are included in Exhibit D Reimbursable Billing and Payments.
715

716 **VIII. GENERAL PROVISIONS**

717 **A. Principal Contacts:**

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

719 **B. Personnel Policy:**

720 Supplemental Fire Department Resources are mobilized through the Idaho Cooperative
721 Mobilization Agreement (ICMA).

722 **C. Modification:**

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

727 **D. Annual Review:**

728 This Operating Plan is reviewed annually by February 1st and revised, as needed. For proposed
729 changes reference Exhibit O for “Idaho Master Agreement Operating Plan Change Form”.

730 The Fire Directors are the decision authority for how the Master Agreement is implemented
731 through Exhibit C. Operating Plan, as proposed via the Master Agreement Operating Plan
732 Change Form.

733 **E. Duration of Operating Plan:**

734 This Operating Plan is executed as of the date of last signature and remains in effect through
735 December 31, 2027, unless modified or superseded.

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

740 **F. Previous Instruments Superseded:**

741 BLM-ID-SO-2016-008, 16-FI-11015600-42, IDL-CDS-2016-20-2021.

742 **G. Authorized Representatives:**

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

745

746 **X. REVIEW AND SIGNATURES**

747

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

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

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

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

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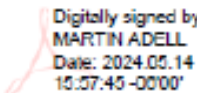
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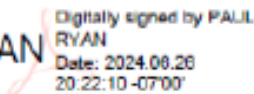
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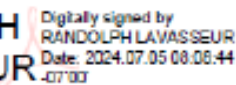
DENNIS STRANGE, State Fire Management Officer
USDI, Bureau of Land Management,
Idaho State Office

MARTIN ADELL  Digitally signed by MARTIN ADELL
Date: 2024.05.14 15:57:45 -0700 acting

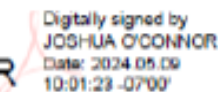
PAUL RYAN, Regional Fire Management Officer
USDI, Bureau of Indian Affairs,
Northwest Region

PAUL RYAN  Digitally signed by PAUL RYAN
Date: 2024.06.26 20:22:10 -0700

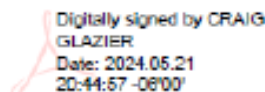
for David M. Szymanski, Regional
Director USDI, National Park
Service, Interior Regions 8,9,10,12

RANDOLPH LAVASSEUR  Digitally signed by RANDOLPH LAVASSEUR
Date: 2024.07.05 08:06:44 -0700

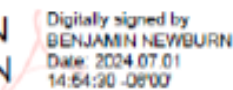
JOSH O'CONNOR, Regional Fire Management Coordinator
USDI, Fish & Wildlife Service,
Pacific Region

JOSHUA O'CONNOR  Digitally signed by JOSHUA O'CONNOR
Date: 2024.05.09 10:01:29 -0700

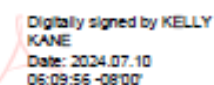
775 CRAIG GLAZIER, Director, Fire & Aviation Management
776 USDA Forest Service, Northern Rockies Region

CRAIG GLAZIER  Digitally signed by CRAIG GLAZIER
Date: 2024.05.21 20:44:57 -0600

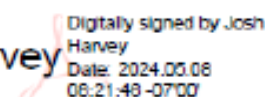
777
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779 BENJAMIN NEWBURN, Director, Fire & Aviation Management
780 USDA Forest Service, Intermountain Region

BENJAMIN NEWBURN  Digitally signed by BENJAMIN NEWBURN
Date: 2024.07.01 14:54:20 -0600

781
782 ALEX ROBERTSON, Director, Fire & Aviation Management
783 USDA Forest Service, Pacific Northwest Region

KELLY KANE  Digitally signed by KELLY KANE
Date: 2024.07.10 06:09:56 -0600

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787 JOSHUA HARVEY, Fire Management Chief
788 Idaho Department of Lands

Josh Harvey  Digitally signed by Josh Harvey
Date: 2024.05.06 08:21:48 -0700

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1 Exhibit D. Reimbursable Billings and Payments

2 Reimbursable Billings and Payments

3 I. Suppression Billings:

4 The Forest Service (USFS), Bureau of Land Management (BLM), Bureau of Indian Affairs (BIA),
5 National Park Service (NPS), and U.S. Fish and Wildlife Service (USFWS) will not bill each other
6 for suppression costs. However, pre-suppression costs, fair sharing for interagency dispatch centers
7 costs, prevention costs, and other fire management costs will be billed in accordance with intra-
8 agency agreements (IAA) L16PG000129.

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

13 **A. Reconciliation Process:** state and federal agencies agree to consolidate billing and minimum
14 balances. N/A

15 B. Incident by Incident Process

16 1. Mutual Aid Areas:

- 17 a. **Minimum Billing Threshold** is \$15,000 per incident, identified by the mutual aid
18 response zones, except for those lands identified as offset exchange.

19 The minimum threshold does not apply to costs incurred by cooperating fire departments
20 hired under the Idaho Cooperative Management Agreement (ICMA).

21 **The process for Single Protection Responsibility is as follows:**

- 22 i. The total cost of the aircraft apparatus is billable as reimbursable assistance.
23 ii. When Supporting Agency expenditures (excluding aircraft apparatus) exceed the
24 minimum billing threshold, the Supporting Agency will bill the protecting agency
25 for their total incident costs.
26 iii. If the Supporting Agency expenditures (excluding aircraft apparatus) don't
27 exceed the minimum billing threshold, no reimbursement will be requested, and
28 the costs will be absorbed by each Supporting Agency.

29 **The process for Multiple Protection Responsibility (Cost Share Agreement) is as** 30 **follows:**

- 31 i. Total expenditures by incident including aircraft apparatus will be used to
32 negotiate and reconcile the cost share agreement.
33 ii. The minimum billing threshold does not apply in a cost share agreement.

34 2. Reimbursable Areas:

35 If the Federal agencies respond to incidents on lands designated as Reimbursable and State-
36 owned Rangelands, the Federal agencies will be reimbursed 100% of actual suppression
37 costs by IDL. The minimum billing threshold does not apply to the reimbursable rangeland
38 fires.

1 State and Federal Protection Agencies will enter into a cost share agreement when more than
2 one jurisdictional responsibility for fire protection is affected by the placement of the fire.

3 **3. Offset Exchange Areas:**

- 4 a. All suppression costs on offset exchange lands will be the fiscal responsibility of the
5 Protecting Agency.
6 b. Suppression support requested by the Protecting Agency and provided by the
7 Jurisdictional Agency on these lands is reimbursable for their assistance to the
8 Jurisdictional Agency.
9 c. The minimum billing threshold will not be applied.

10 **4. Cost Share Reconciliation Process:**

11 Cost share agreements are not subject to the \$15,000 minimum billing threshold, as described
12 above. Cost share agreement reconciliations shall encompass all Federal and State
13 expenditures for an incident. All parties must be signatory to the Idaho Statewide Master
14 Agreement.

15 Parties agree to meet annually by March 1st to review all cost share agreements.

- 16 • IDL will create and maintain a Microsoft TEAMS channel for the current calendar
17 year that will house all documentation associated with that year's cost shares.
18 • IDL will create a master cost share spreadsheet that will list all the cost shares for the
19 year and will include individual agency costs associated with each incident, along
20 with any pertinent information regarding the status of the cost share.
21 • IDL will create individual incident folders.
22 • A copy of each signed cost share agreement will be uploaded into the appropriate
23 folder.
24 • IDL will create a cost share reconciliation worksheet for each incident and upload
25 into the appropriate folder.
26 • All agencies must upload their incident draft fire cost summaries into the
27 corresponding incident folder. This allows all agencies to determine whether
28 expenditures are outstanding in order to move forward with reconciliation and
29 approval of the cost share.
30 • Once all draft summaries are received IDL will initiate the annual meeting where the
31 expenditures and cost share percentages will be reviewed in each Cost Share
32 Reconciliation Worksheet by all agencies. Once reviewed and approved, the
33 document will be available for signatures to each agency before a final bill of
34 collection/invoice is sent.
35 • Agencies will have 30-days to review and sign the Cost Share Reconciliation
36 Worksheet and route to the next agency.

37
38 **5. Federal Billings by Incident:**

39 When the fire is within IDL protection (legal authority), Federal agencies with supporting
40 costs will bill IDL for reimbursable costs as appropriate.
41

42 IDL will create and maintain a Fire Billing channel within Microsoft TEAMS, for the current
43 calendar year, which will house all documentation associated with that year's incidents.

IDL will create a master spreadsheet that will list all of the incidents for that calendar year, which will include individual agency costs associated with each incident, along with any pertinent information regarding the status of the incident.

IDL will create individual incident folders in which Federal Agencies will upload their draft fire cost summaries into the corresponding incident folder.

IDL will review and approve draft summaries, once approved, and signed by IDL, the signed draft will be emailed to the appropriate Federal agency requesting a final bill of collection.

Once the final bill of collection has been created the billing agency shall email the final bill to firebillings@idl.idaho.gov, for payment processing by IDL.

6. State Billings by Incident:

When the fire is within the State, and IDL is the Supporting Agency, IDL will bill the Protecting Agency for reimbursable costs as appropriate.

Whenever the IDL responds to a Federal Agency fire outside of Idaho, the IDL will bill all applicable costs to the Federal Agency in Idaho. The corresponding Federal agency in Idaho will be the paying agency for these fires for the other states.

Invoices payable to the State will be prepared by IDL. These invoices will be uploaded into the IDL TEAMS billing channel under the appropriate year and folder corresponding to the Federal agency receiving the bills.

Each Federal agency will review the invoices. If no issues exist, agencies will prepare for payment through established agency policies.

7. Meeting and 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.

March 1 - Parties will meet annually and resolve any outstanding invoices, reconcile cost share agreements, and provide cost estimates to appropriate agencies.

1
2 **If possible, no later than March 1st of the next year** - Draft expense
3 summaries/invoices will be uploaded by Federal Agencies into the IDL TEAMS
4 billing channel. The general spreadsheets will also be updated with costs.
5

6 **If possible, no later than June 1 of the next year** – Final IDL invoice will be
7 uploaded into the IDL TEAMS billing channel. IDL will send a notification email
8 when these invoices are ready for review.
9

10 **8. Severity:**

11 Costs incurred on severity assignments within the state of Idaho will be billed
12 individually to the Jurisdictional Agency.

13 **9. Electronic Funds Transfer (EFT):**

14 Notwithstanding any other provision of law, effective January 2, 1999, US Treasury
15 Regulation, Money, and Finance at 31 CFR 208.3 requires that federal payments are to be
16 made by EFT unless waived in accordance with specific circumstances set forth in 31
17 CFR 208.4

18 In order to receive EFT payments, the payment recipient shall register in System for
19 Award Management (SAM) and are required to validate their information in SAM once
20 per year. The payment recipient is also required to have a Unique Entity Identifier (UEI)
21 number. Refer to <https://www.sam.gov/SAM/pages/public/samStatusTracker.jsf>

22 **10. Billing Content:**

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

- 26 • Agency name, address, phone number, and agency financial contact
- 27 • Invoice or bill number
- 28 • Agreement number
- 29 • Incident name and number
- 30 • Dates of the incident covered by the billing
- 31 • Location and Jurisdictional Unit(s)
- 32 • Appropriate fire code or charge code
- 33 • Summary cost data for the amount being billed
- 34 • Financial Contact (name, phone, e-mail)
- 35 • Agency UEI
- 36 • Signature and title of agency official

37
38 Summary data may include but is not limited to, a list of personnel, travel, and equipment
39 expenses, and a listing by vendor name and amount spent for supplies and services
40 procured. Generally, cost source documents will not be required unless summary cost
41 data is disputed, there is a Fire Management Assistance Grant, or unless specific agency
42 regulations require cost source documents.
43

At times, supplemental information, summary data or additional billing documentation may be requested and provided if agreed upon by the Parties. The process for requesting supporting documentation will be made to the agency Incident Business and Invoicing Contacts. Refer to Incident Business and Invoicing Contacts at the end of this exhibit.

11. 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 agency policies.

12. Services Received and Certification of Billing:

Reimbursing agencies must provide written notice of incorrect invoices to billing agencies within the timeframes specified in the annual operating plan.

13. 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.

14. 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) N/A

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 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 N/A

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 State and Federal Agencies upon request.

V. Internal Control N/A

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.

The Federal wildland fire agencies may bill IDL for actual suppression costs when fires start on or burn through State Rangelands. These costs are 100% reimbursable.

State and Federal protection agencies will enter into a cost share agreement when more than one jurisdictional responsibility for fire protection is affected by the placement of the fire.

The minimum billing threshold process does not apply to the reimbursable rangeland fires.

A. Offset Exchange:

When the 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 its assistance.

All suppression costs on offset lands will be the fiscal responsibility of the Protecting Agency. Suppression support requested by the protection agency and provided by the Jurisdictional Agency on these lands is reimbursable.

B. 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, direct costs may or may not be applicable per the minimum billing threshold, refer to item 2a. in this exhibit and are not limited to the following:

- Actual costs directly incurred for “move-up and cover” or” backfill resources. N/A
- 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, Idaho National Guard (IDNG) resources and county and local resources.
- Agency-owned equipment and supplies lost, damaged, or expended by the Supporting Agency.
- Suppression Repair actions taken to repair damages to resources, lands, and facilities resulting from wildfire suppression actions.
<https://www.nifc.gov/sites/default/files/redbook-files/RedBookAll.pdf>
- 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 NWCG Standards for Interagency Incident Business Management (SIIBM).

C. 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 Rate: Rates may vary for each Agency.

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.

1 **VII. Source Documentation**

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

5
 6

INCIDENT BUSINESS AND INVOICING CONTACTS

Bureau of Land Management <i>Idaho State Office</i> Attn: Billie Hopkins 1387 S. Vinnell Way Boise, ID 83709 Phone: 208-373-3852 Fax: 208-373-3850 Email: brhopkins@blm.gov	Bureau of Indian Affairs <i>Northwest Region</i> Attn: Regina Hoffmann 911 NE 11th Ave Portland, OR 97232 Phone: 503-231-6800 Fax: 503-231-6774 Email: Regina.Hoffmann@bia.gov
Idaho Department of Lands <i>Bureau of Fire Management</i> Attn: Amber Honsaker 3284 W. Industrial Loop Coeur d'Alene, ID 83815-6021 Phone: 208-666-8644 Fax: 208-769-1524 Email: ahonsaker@idl.idaho.gov	National Park Service Interior Regions 8, 9, 10 and 12 <i>Incident Business Mgmt. Specialist</i> Attn: Robert Rivelles Phone: 707-498-1761 Email: robert_rivelles@nps.gov
U.S. Fish and Wildlife Service <i>Pacific Region</i> Attn: Veronika Klukas 911 NE 11 th Ave Portland, OR 97232 Phone: 503 807-8418 Email: veronika_klukas@fws.gov	
USDA Forest Service <i>Intermountain Region 4</i> Attn: Fauzia Massey 324 25 th Street Ogden, UT 84401 Phone: 801-625-5269 Cell: 406-690-4541 Email: fauzia.massey@usda.gov	USDA Forest Service <i>Northern Rockies Region 4</i> North Zone, ID & WY) Contact: Dione Perkins 324 25 th Street Ogden, UT 84401 Phone: 208-296-07274 Cell: 208-451-4207 Email: dione.perkins@usda.gov
USDA Forest Service <i>Northern Rockies Region 1</i> Regional Contact: Melissa Swain 26 Fort Missoula Rd Missoula, MT 59804 Phone: 541-786-1275 Fax: 406-329-3132 Email: melissa.swain@usda.gov	USDA Forest Service <i>Northern Rockies Region 1</i> IPF & NCF Contact: Chuck Tapia 3232 West Nursery Road Coeur d' Alene, ID 83814 Phone: 208-765-7356 Cell: 208-451-4207 Email: charles.r.tapia@usda.gov
	USDA Forest Service <i>Northern Rockies Region 1</i> IPF & NCF Contact: Cary Mitzkus 1008 Hwy. 64 Kamiah, ID 83536 Phone: 208-702-3211 Cell: Email: cary.mitzkus@usda.gov

7

1 **Exhibit E. Cost Share Agreement Instructions**

2
3 Each of the numbered instructions below corresponds to form items that require further explanation.
4 Supplemental cost share agreements will be numbered consecutively following the original (#1) for each
5 fire. Supplements may be added at any time. Where insufficient room is available for necessary
6 information, additional sheets or addendums may be added. Small revisions to this Agreement may be
7 completed on a single page, describing the change to the original agreement, and obtaining new
8 signatures from those involved.

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

16 Cost Share Agreements will be negotiated between agencies involved in specific on-the-ground fire
17 suppression activities. These agreements are mandatory when more than one jurisdictional responsibility
18 for fire protection is affected by the location of the fire. The Cost Share Agreement will not affix
19 liability for fire cost payment by either Agency based upon responsibility for the fire origin.

20 Per the National Memorandum of Understanding for Wildland Fire Management among the Department
21 of The Interior and the Department of Agriculture Agencies, Part VI. CONDITIONS FOR BILLING
22 AND PAYMENT PROCEDURES, Item B 1. Subject to Paragraph A, billing procedures for wildland
23 fire management activities are as follows:

24
25 1. Emergency Wildfire Suppression and Emergency Stabilization – Agencies shall not
26 bill for services rendered to the signatory agencies of this Agreement, except by
27 mutual agreement when an agency has exhausted all other provisions and resources for internally
28 funding suppression activities, AND Part XI. OPERATIONS, Item F. Response to Wildland Fire, “The
29 Incident Commander will incorporate those special management considerations into the incident
30 planning process subject to the Delegation of Authority, AND EXHIBIT C. OPERATING PLAN, Part
31 V. Operations, Item E. Decision Process, “Incident Management and Response, Wildfire Risk and
32 Complexity Assessment, (WFDSS)”. It is hereby determined that Cost Share Agreements between
33 only Federal Agencies will be deferred to the afore cited processes for documentation of fire
34 suppression activities.

35
36 When fires cross boundaries of Federal and State protection, a Cost Share Agreement will be completed.
37 The designated representatives of each Agency with protection responsibility are responsible for
38 completing and signing the Cost Share Agreement.

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

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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 structure protection areas; specific campground.
2. List the Agency having legal responsibility for structure 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.

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.

- 1 • Support costs (i.e., office dispatchers, warehouse workers, etc.), unless they are charging
2 to an emergency code assigned to the incident.

3 The cost centers that should be considered in this Agreement:

- 4 • Fireline Resources: Dozers, engines, fallers, transports, water tenders, hand crews, line
5 overhead
- 6 • Fire Camp Operations and Support: Overhead, buses, camp crews, communications,
7 food, refrigerator units, showers, toilets, water trucks, cache supplies, rescue/med, camp
8 facility.
- 9 • Air Support: Helicopters, (with support) air tankers.
- 10 • Cost apportionment by period (i.e., state mobilization or conflagration, Fire Management
11 Assistance Grant declaration, additional jurisdictional involvement).

- 12 5. List any specific conditions relative to this Agreement, such as: dispatch procedures, one Agency
13 representing another, notifications, incident information, coordinated intelligence, etc.
- 14 6. Signatures of authorized personnel. List any attachments to the Agreement. Give the date of the
15 last revision or former Supplemental Agreement for the same fire.

16

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

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
13

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

1 **Exhibit G. Supplemental Fire Department Resources Template**

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

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

9 **Mobilization**

10 Mobilization will follow established ordering procedures as identified in the National, Geographic, and
11 Local Mobilization Guides. Resources will be mobilized from the Host Dispatch Zone in which the
12 department is located. Personnel will be provided a copy of the resource order request after confirmation
13 of availability and prior to departure from their home jurisdiction. Resource orders shall clearly indicate
14 incident assignment, incident location, expected incident arrival time, and any additional special needs
15 or equipment authorizations, e.g., cell phones, laptops, rental vehicles, etc.
16

17 **Reimbursable Costs**

18 Reimbursable costs for personnel include compensation rates for hours worked, benefits, transportation,
19 and per diem. It is the intent of this provision that the Supplemental Fire Department Resource be paid a
20 regular compensation rate for all hours worked plus an overtime compensation rate for actual overtime
21 hours worked, including travel. Reimbursable costs shall not include portal to portal pay or the portion
22 of benefits personally paid by the employee. Travel and per diem reimbursements will be based on the
23 Federal Travel Regulations.
24

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

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

29 **Personnel**

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

35 Any personnel to be mobilized under this Exhibit will be listed in the Operating Plan by name,
36 position(s), and identified as SR. While on assignment, these individuals are XXFD employees and the
37 XXFD will be reimbursed for their actual costs.
38

39 **Rate Determination**

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

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

2 1) Regular Compensation Rate: The rates listed include base hourly rate determined above plus
3 employee benefits. Employee benefits include those costs actually incurred by the XXFD for the
4 employment of these individuals, such as employer liability, workers compensation, employer share of
5 social security, etc.

6 2) Overtime Compensation Rate: Overtime compensation rates are paid based on a 7-day work week
7 beginning on day one of mobilization. Compensation rates are paid at time and a half of the base hourly
8 rate for all hours worked in excess of 8 hours per day for the first 5 days and full time and one half for
9 all hours worked during the remainder of the work week. Compensation includes travel time.

10 3) Hazard Pay Rate – Hazard pay differential may be paid to those employees performing work that
11 meets the definition of hazardous duty as defined in the SIIBM. Compensation rates are paid at 25
12 percent of the base rate when performing duties that meet the definition of hazardous duties. All hazard
13 pay differential is based on a 24-hour day from 0001-2400 and shall be paid for all hours in pay status
14 during the calendar day in which the hazardous duty is performed.

15 **Days off at Incident**

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

19
20 **Transportation and Per Diem**

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

24
25
26 _____
27 Signature and Date
28 *(Agency Administrator)*
29 *(Federal Agency)*

30
31
32 _____
33 Signature and Date
34 *(Fire Chief)*
35 *(Local Fire Protection District or Appropriate Official at State Level)*
36

OPM GENERAL SCHEDULE	AREA COMMAND	COMMAND	OPERATIONS	AIR OPS	PLANS	LOGISTICS	FINANCE	SUPPORT
GS-2						RADO		
GS-3			FFT2	ABRO	DPRO	SECG		EDRC
GS-4			FALA	HECM		EQPI		
			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			
OPM GENERAL SCHEDULE	AREA COMMAND	COMMAND	OPERATIONS	AIR OPS	PLANS	LOGISTICS	FINANCE	SUPPORT
GS-6 (continued)			FALB	RAMP				
			FELB					
			STAM					
			TRPB					
			WHSP					
GS-7		IOF3		HELM	GISS	EMTB		

IDAHO MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT

				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				
OPM GENERAL SCHEDULE	AREA COMMAND	COMMAND	OPERATIONS	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							

IDAHO MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT

GS-13	ACDR	ICT1						
		THSP – Deputy ICT1						

1

1 Exhibit H. Use and Reimbursement for Stafford Act Shared Resources

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

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

13
14 **2. Federal Reimbursable Assistance:** Federal Reimbursable Assistance resources must be requested
15 by the ESF primary agency or supplied through established dispatch systems and must be recorded by
16 the Mission Assignment and subsequent Resource Order process. Resources not documented in this
17 manner are not reimbursable. Funds to cover eligible expenses will be provided through and limited by
18 the amount of reimbursement approved and provided from FEMA. Expenditures eligible for
19 reimbursement for Federal Agencies in accordance with 44 CFR 206, subpart A, section 206.8
20 paragraph c include:

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

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

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

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

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

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

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

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

36 **7. Billing Procedures**

37 A. Incident Billings:

38 When the State of Idaho is the Supporting Agency operating under a Mission Assignment
39 or sub-tasking from the ESF Primary Agency and the incident is within the State of
40 Idaho/Tribe will bill the ESF Primary Agency. When the State of Idaho/Tribe is the
41 Supporting Agency and the incident is outside the State/Tribe jurisdiction, the State/Tibe
42 will bill the ESF Primary Agency.

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

- 1 C. Billing Estimates/Timeframes: On incidents where costs are incurred pursuant to Operating
2 Plans, the billing Party shall submit a bill or estimate for reimbursement as soon as possible,
3 but not later than 90 days after the incident is controlled.
- 4 D. Extensions beyond 90 days for invoice submittal must be presented in writing to the
5 reimbursing agency.
- 6 E. Operating Plans will include contact information for written requests for extensions. Absent a
7 written extension of time granted by the reimbursing agency, the final itemized bill must be
8 submitted to the reimbursing agency within 90 days of the Stafford Act Response.
9 For obligation purposes, the Federal Agencies will submit unpaid obligational figures to the
10 State by March 1 each year. The State will submit unpaid obligational figures to the
11 appropriate Federal Agency by September 1 for the previous federal fiscal year. All
12 obligations will be submitted by incident name, date, Mission Assignment number (MA), and
13 federal job code.
- 14 F. Billing Content: Bills will be identified by incident name, date, MA, location, jurisdictional
15 unit, and supported by documentation to include but not limited to: separate invoice by MA;
16 list of personnel expenses including base, overtime, and travel; and supplies/services
17 procured by vendor name and dollar amount. Billings for State/Tribe incident assistance may
18 include administrative overhead, not to exceed the applicable State/Tribe indirect cost rate.
- 19 ***Billing Addresses: Refer to Billing Contacts in Exhibit D**
- 20 **8. Payment Due Dates:** All bills will have a payment due date 60 days after the date of issuance. If
21 payment cannot be made before the 60 days expire, then a 30-day extension, with oral or written
22 justification, may be requested.
- 23 **9. Disputed Billings:** Written notice that a bill is contested will be mailed to the billing agency within
24 60 days of issuance of the final bill and will fully explain the area of dispute. Contested items will be
25 resolved not later than 60 days following receipt of written notice. The uncontested portion of the
26 bill will be paid, and a new bill will be issued for the contested amount.
- 27 **10. Payments:** Payments will refer to the bill number and incident name and will be sent to the
28 appropriate billing address.
- 29
30

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) .

IDAHO 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:

IDAHO MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT

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 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.

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.

(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.

(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. Idaho Department of Lands Community and Structure Fire Protection from Wildfires in Idaho

The question of who is responsible for protecting structures from wildfires in Idaho is asked multiple times every fire season.

<https://www.idl.idaho.gov/wpcontent/uploads/sites/2/2020/06/structure-fire-suppression-protection.pdf> Great Basin will follow the direction in the Standards for Fire and Fire Aviation (Red Book) and Northern Rockies will use a document created by the Coordinating Group which describes the shared responsibilities of homeowners, local fire departments and the wildland fire agencies, when wildfires threaten homes and communities.

<https://gacc.nifc.gov/nrcc/nrcg/index/Structure-Protection-Guidelines.pdf>

This document will provide additional clarification to the Idaho Department of Lands (IDL) employees and agencies that provide protection for IDL regarding the expectations for the wildfire agency and for the local fire department.

The direction provided is based on the fact that IDL is the state agency charged with protecting forest lands in Idaho, and that local fire departments are primarily formed to provide structural suppression to the citizens within their fire district boundary. IDL is trained and equipped to provide wildland fire suppression but not structural suppression. Local fire departments are trained and equipped to provide structural suppression but typically do not have the training or equipment to suppress wildland fires, especially those that escape initial attack.

IDL expects its firefighters and fire managers to use standard wildfire tactics to protect a structure or community from the threat of an advancing wildfire. This would include the use of natural barriers, constructed fire lines, wet lines or retardant lines. When safe to do so, fire lines should be reinforced by the wildland agency. This can be done by ground resources through the use of black lining, hose lays or by aerial delivery of water or fire suppressants. IDL will bear the cost of these tactics on IDL Protection.

Local fire departments are expected to provide direct suppression of fires in or on structures and the protection of communities by the extinguishment of spot fires on or around the structure and can take internal suppression actions, if necessary, to prevent the loss of a structure. The suppression of fire on or within a structure is their principal responsibility and the local fire department should bear the cost of these tactics. Local fire departments may acquire additional resources to assist with this responsibility either through mutual aid or a disaster declaration assistance.

Some local fire departments may have the resources, training and experience to assist IDL with the wildland tactics being used to protect structures from the advancing wildfire, however it should not be expected. Only when the local fire department clearly communicates to IDL that they have excess resources that are properly trained in wildland tactics and that their primary mission will not be compromised should their assistance be accepted.

The use of tactics such as gelling, wrapping and extensive fuels modifications around structures are not standard wildfire tactics and should not be used by the IDL. The IDL should encourage homeowners and communities to modify fuels before fire threatens them. If the local fire department determines these tactics are part of their effort to protect the structures, then they will be responsible for these tactics and the cost associated with them.

Exhibit K. Selection Table For DOI/USFS/State Serious Accident Investigation Type

This table outlines the types of investigation that will be used for serious accidents (fire and non-fire) involving the DOI and the USFS and the State of Idaho. In order to meet the original intent of the 1995 Interagency MOU, when either the DOI Serious Accident Investigation (SAI) or the USFS Coordinated Response Protocol/Facilitated Learning Analysis (CRP/FLA) are used, the other agency will provide a representative to the SAI or CRP team.

Each incident/accident is unique, and all partners recognize a need to work together and recognize one another’s protocols and preferences. When possible, first consideration will be given to the agency affiliation of the victim(s), with second consideration to the agency with jurisdiction for the fire and third consideration to the agency with operational control.

Agency Affiliation of Victim(s)	Agency with Operational Control	Agency Jurisdiction	Investigation Type Team Lead Deputy or Representative
DOI	DOI	DOI	<ul style="list-style-type: none"> • DOI SAI • DOI Team Lead • USFS Interagency Rep
USFS	USFS	USFS	<ul style="list-style-type: none"> • USFS CRP • USFS Team Lead • DOI Interagency Rep
DOI	USFS	USFS	<ul style="list-style-type: none"> • DOI SAI • DOI Team Lead • USFS Deputy
DOI	DOI	USFS	<ul style="list-style-type: none"> • DOI SAI • DOI Team Lead • USFS Interagency Rep
USFS	DOI	DOI	<ul style="list-style-type: none"> • USFS CRP + DOI MER** • USFS Team Lead • DOI Deputy
USFS	USFS	DOI*	<ul style="list-style-type: none"> • USFS CRP • USFS Team Lead • DOI Interagency Rep
Both DOI and USFS	DOI or USFS	DOI	<ul style="list-style-type: none"> • DOI SAI • DOI Team Lead • USFS Deputy
Both DOI and USFS	DOI or USFS	USFS	<ul style="list-style-type: none"> • USFS CRP + DOI MER** • USFS Team Lead • DOI Deputy
DOI or USFS	State	State	<ul style="list-style-type: none"> • DOI SAI or USFS CRP based on agency of victim. • DOI lead if SAI, USFS lead if CRP. • Non-fed agency rep

State	DOI or USFS	DOI or USFS	<ul style="list-style-type: none"> • DOI SAI or USFS CRP based on agency jurisdiction. • DOI lead if SAI, USFS lead if CRP. • Non-fed agency rep
State	State	DOI or USFS	<ul style="list-style-type: none"> • DOI SAI or USFS CRP based on agency jurisdiction (see note 1) • DOI lead for SAI, or USFS lead for CRP • Non-fed agency rep or Deputy
DOI or USFS	DOI or USFS	State	<ul style="list-style-type: none"> • DOI SAI or USFS CRP based on agency of victim. • DOI or USFS lead from same agency of victim. • Non-fed agency rep and DOI or USFS Rep from different agency than lead.
State	State	State	<ul style="list-style-type: none"> • State FLA protocols
DOI or USFS	State	DOI or USFS	<ul style="list-style-type: none"> • DOI SAI or USFS CRP based on agency of victim. • DOI or USFS lead from same agency of victim. • State agency rep and DOI or USFS Rep from different agency than lead.
Contractor	State, DOI or USFS	State, DOI or USFS	<ul style="list-style-type: none"> • The agency which administers the contract’s process or negotiated with jurisdictional agency • Lead assigned from victim’s contracting agency or jurisdictional agency • Rep from agency with operational control where different

*This will require DOI approval to go outside of Departmental Manual 485 with no DOI SAI response on DOI jurisdiction lands.

**DOI MER will require an expanded investigation team to ensure SAI-MER components are captured and completed.

Definitions:

Agency Jurisdiction – land ownership.

Management Evaluation Report (MER) -- The internal report from the DOI SAI process that identifies causes, recommendation, and other SAI Team conclusions and observations and from which a Corrective Action Plan (CAP) is developed.

Operational Control – the lead agency that has on-site operational supervision and control.

Serious Accident -- An unplanned event or series of events that result in death, injury, occupational illness, or damage to or loss of equipment or property that result in:

- One or more fatalities;
- Three or more personnel who are inpatient hospitalized;
- Property or equipment damage of \$250,000 or more (for DOI only); and/or
- Consequences that the Designated Agency Safety and Health Official (DASHO) judges to warrant as a Serious Accident Investigation.

Note 1: Idaho Department of Lands has an agency specific FLA. Other local entities may have their own processes that will require coordination to interface/integrate with respective State, DOI or USFS delegating officials.

Note 2: If necessary and appropriate, joint Accident Review Boards (ARB) may be convened to review and approve accident reports.

Note 3: Any situation that may occur that is not covered in the selection table above will be resolved jointly by the State, the DOI bureau DASHO and the USFS DASHO prior to issuance of a Delegation of Authority letter to a review team.

Note 4: in the case of a fatality of a contract employee, the agency that holds the contract must be notified. If the jurisdictional agency is the Forest Service, an FLA team may be delegated at the Regional Forester level rather than a national CRP

Exhibit L. Special Management Considerations

STANDARDS AND GUIDELINES FOR FIRE SUPPRESSION IN WATERSHEDS WITH SENSITIVE FISH SPECIES

These standards and guidelines are meant to reduce the impacts of fire suppression on Chinook salmon, steelhead, bull trout, cutthroat trout, redband trout and water quality. They should be considered when fighting fire in any drainage but are especially important in areas where sensitive fish species are known to occur. Fire dispatch offices should have maps that display the distribution of sensitive fish species.

Every effort should be made to minimize stream course disturbance, sedimentation, riparian disturbance and actions that could result in increased water temperatures. Consider these potential adverse fire suppression effects, and the potential adverse effects of wildfire damage, during initial fire size-up, initial suppression response, and in the development of a WFDSS/WFSA.

Concern and Corresponding Standards and Guidelines

1. Fireline
 - A. Size and location consistent with Minimum Impact Suppression Tactics (MIST).
 - B. Rehabilitate all mechanized line (e.g., seed, drain, obliterate, etc.).
 - C. Construct erosion control structures as hand line is built.
 - D. Avoid using a stream bottom as an improved or constructed control point. If possible, maintain a vegetated buffer between stream channels and fireline. If needed, consult with a resource advisor to minimize impacts.
 - E. In burnout operations, minimize fire intensity near streams.
 - F. Run perpendicular to, not parallel with stream courses.
2. Introduction of Toxics *****Notify Dispatcher in the event of any significant spill*****
 - A. Retardant, foams, gels and surfactants (include direction in the event of a mishap) – notification to regulatory agencies.
 1. Avoid application near live streams or lakes (300 feet, reference INFISH/PACFISH). Applications in waterways require notification to local resource managers and USFS Missoula-Wildland Fire Chemical Systems (WFCS): <http://www.fs.fed.us/rm/fire/wfcs/report.htm>.
<https://www.fws.gov/pacific/refuges/>
 2. Do not pump directly or dip helicopter buckets from streams if chemical products are to be injected into the system. If chemicals are utilized pump from a fold-a-tank located at least 300 feet from water.
 3. Avoid back flushing pumps and charged hose into live streams and lakes.
 4. Use the guidelines for aerial delivery of retardant or foam near waterways
 - B. Fuel Spills

1. Keep fuel at least 300 feet from stream, lakes and riparian areas.
2. Avoid locating helibases or helicopter refueling operations within 300 feet of waterways.
3. Provide for spill prevention and containment measures for extended operations.
4. Agencies are responsible for travel restriction (fuel trucks) maps and informing incident management of restrictions.

3. Camp Location

- A. Avoid mapped areas that show sensitive fish species distribution and use only those areas approved by a Resource Advisor.
- B. No camp locations within one mile of active spawning areas where sensitive fish are present.

4. Water Intake Direct Effects

- A. Water sources should be located and designed to minimize direct impacts on sensitive fish species and, if possible, to avoid spawning areas and juvenile rearing waters.
- B. Screen fish from intake, with maximum screen opening size of 3/32”.
- C. Helicopter bucket dipping from streams in or adjacent to spawning concentrations should be avoided.
- D. Helicopter bucket dipping should be done only after injection systems have been removed, disconnected or rinsed clean.
- E. Awareness of aquatic invasive species is essential. Helicopter buckets and fixed tanks need to be cleaned before departing an incident or utilizing different drainage systems. For additional information follow the links below:

http://www.fs.usda.gov/detail/r4/landmanagement/resourcemanagement/?cid=fsbdev3_016101.

<https://www.fs.usda.gov/managing-land/invasive-species>

<http://www.dfg.ca.gov/invasives/>

http://agri.idaho.gov/Categories/PlantsInsects/Images/Invasive_Species/Invasive_Species_Rules.pdf

5. Lack of Awareness

- A. Participation or consultation with a fisheries biologist is considered essential in the development of a WFDSS in areas where sensitive fish species may be present.
- B. Provide complete briefing and maps to overhead teams and crews involved in areas where sensitive fish species are known to exist.
- C. A biologist/resource advisor should be readily available to the incident commander (IC) and participate in developing shift plans to assess the potential effects of planned actions.

After the fire is declared out, a biologist should review suppression and rehab actions to assess whether or not tactics and mitigation measures identified in the WFDSS were appropriate and successfully implemented.

Exhibit M.BLM Specific Guidelines

DESIGNATED WILDERNESS GUIDELINES

Until an official wilderness management plan is completed for the designated wilderness areas in Owyhee County, the management of fire will follow the BLM Wilderness Handbook H-8560-1 policy. The handbook states:

The objectives of fire management in wilderness are to: (a) permit lightning-caused fires to play, as nearly as possible, their natural ecological role within wilderness and (b) reduce, to an acceptable level the risks and consequences of wildfire within wilderness or escaping from wilderness. Fire ignited by lightning will be permitted to burn or will be suppressed as prescribed in an approved plan. Prescribed fires ignited by man may be permitted to reduce unnatural buildup of fuels only, if necessary, to meet objectives (a) and (b) above. Although additional benefits may result from human-ignited prescribed fire, vegetative manipulation will not be used to justify such fires.

WILDERNESS STUDY AREA (WSA) GUIDELINES

Since interim wilderness management plans have not been completed on all WSA's, area-specific fire suppression objectives have not been prepared for those areas. However, interim Bureau wilderness management policies apply to these areas and constrain fire suppression activities. Policy for fire management in WSA's states that fire suppression actions will continue in WSA's, but caution should be used to avoid impairing wilderness values. In planning firebreaks, the use of natural firebreaks and roads is recommended. Essentially, the most effective methods of suppression which are least damaging to wilderness values will be used. For those WSA's that do have interim plans completed, the specific fire suppression objectives and guidelines will be documented in the local annual operating plans.

WILD AND SCENIC RIVERS

Until an official wild and scenic river management plan is completed for the designated wild and scenic rivers in Owyhee County, the management of fire will follow the BLM Wild and Scenic River Manual 8351. The manual states:

Management and suppression of fires within a designated WSR area shall be carried out in a manner compatible with contiguous Federal lands. On wildfires, suppression methods shall be used that minimize long-term impacts on the river and river area. Pre-suppression and prevention activities shall be conducted in a manner which reflects management objectives for the specific river segment. Prescribed fire may be used to maintain or restore ecological condition or meet objectives of the river management plan.

RECREATION SITES AND DEVELOPMENTS

There are numerous recreation sites and facilities on public lands. To protect the significant capital investments used to develop these sites, fire suppression is a very high priority and the highest budget level for suppressing these fires should be employed. The objective is to take immediate suppression action on all fires threatening these sites, achieving containment with initial attack forces. Fire size should be limited to less than five acres and sustaining no loss on construction facilities. No dozer use will be allowed in any established campgrounds or recreation sites.

HIDEAWAY ISLANDS RESEARCH NATURAL AREA

Hideaway Islands are designated as a research natural area. The designated area consists of two un-surveyed islands located in the Kootenai River. The islands are not likely to have wildfire occurrence, although there have been incidents of fire recorded.

The natural area management plan prescribes that any fire will be suppressed to protect a unique plant community. Therefore, ground disturbance from heavy equipment will not be authorized.

MACFARLANE’S FOUR O’CLOCK HABITAT MANAGEMENT PLAN AREA

MacFarlane’s Four O’clock, a federally listed endangered plant, occurs on Bureau lands at two locations on the Coeur d’Alene District, (Cottonwood Field Office) in the lower Salmon River Canyon. Management objectives prescribe that these areas be protected at the highest priority. Therefore, all fires threatening these areas will be immediately contained and suppressed at the smallest size possible. Also, fire suppression methods that result in the least amount of ground disturbance will be favored.

SLICKSPOT PEPPERGRASS MANAGEMENT PLAN AREA

Slickspot Peppergrass, a federally listed endangered plant, occurs on Bureau lands at the two locations in the Boise District (Morley Nelson Snake River Birds of Prey National Conservation Area, Bruneau, Four Rivers Field Offices) and Twin Falls District (Jarbidge Field Office). This plant occurs on playa or natric sites (salt). Management objectives prescribe that these areas be protected at the highest priority. Therefore, all fires threatening these areas will be immediately contained and suppressed at the smallest size possible. Also, fire suppression methods that result in the least amount of ground disturbance should be considered before other methods.

PACKARD’S MILKVETCH MANAGEMENT PLAN AREA

Packard’s Milkvetch, a candidate for federally listed endangered plants, occurs on Bureau lands at one location in the Boise District (Four Rivers Field Office) on clay soils. Management objectives prescribe that these areas be protected at the highest priority. Therefore, all fires threatening these areas will be immediately contained and suppressed at the smallest size possible. Also, fire suppression methods that result in the least amount of ground disturbance should be considered before other methods.

WILDLIFE CONSTRAINTS

In areas within the Payette, Weiser, and Snake River corridors, no dozer use will be allowed without approval of the Resource Advisor because of extremely important wildlife values. Also, in areas where shrub populations exist, there will be no large burnouts or backfires before consulting with a resource advisor.

Idaho BLM has mapped preliminary priority habitat areas for Sage-Grouse conservation, based on population, habitat and related data, per WO IM 2010-043. Fire managers and resource advisors will be able to use these maps as a tool in helping to determine appropriate fire management activities.

Sage-Grouse Conservation - Best Practices for Fire Management

1. Develop state-specific sage-grouse toolboxes containing maps, a list of resource advisors, contact information, local guidance, and other relevant information.
2. Provide localized maps to dispatch offices and extended attack incident commanders for use in prioritizing wildfire suppression resources and designing suppression tactics.
3. Assign a sage-grouse resource advisor to all extended attack fires in or near key sage-grouse habitat areas. Prior to the fire season, provide training to sage-grouse resource advisors on wildfire suppression organization, objectives, tactics, and procedures to develop a cadre of qualified individuals.
4. On critical fire weather days, pre-position additional fire suppression resources to optimize a quick and efficient response in sage-grouse habitat areas.
5. During periods of multiple fires, ensure line officers are involved in setting priorities.
6. To the extent possible, locate wildfire suppression facilities (i.e., base camps, spike camps, drop points, staging areas, and helibases) in areas where physical disturbance to sage-grouse habitat can be minimized. These include disturbed areas, grasslands, near roads/trails or in other areas where there is existing disturbance or minimal sagebrush cover.
7. Power-wash all firefighting vehicles, to the extent possible, including engines, water tenders, personnel vehicles, and ATVs prior to deploying in or near sage-grouse habitat areas to minimize noxious weed spread.
8. Minimize unnecessary cross-country vehicle travel during fire operations in sage-grouse habitat.
9. Minimize burnout operations in key sage-grouse habitat areas by constructing direct fireline whenever safe and practical to do so.
10. Utilize retardant and mechanized equipment to minimize burned acreage during initial attack.
11. As safety allows, conduct mop-up where the black adjoins unburned islands, dog legs, or other habitat features to minimize sagebrush loss.

Fuels Management and Rehab Projects shall be coordinated with the local unit and will follow WO-IM - 2011-138, WO-IM-2010-195, and WO-2012-043. For copies contact the local BLM unit.

Exhibit N. Northwest Compact – Canadian Resources Orientation and Training

When Idaho Department of Lands orders resources utilizing the Northwest Wildland Fire Protection Agreement, also known as the Northwest Compact, the ordering agency agrees to accept the sending agency's standards for training, fitness, personal protective equipment and workers compensation. If the resource must meet additional safety equipment/supplies standards than the sending agency standards, it is the responsibility of the ordering agency to supply the required equipment, supplies, and associated training.

When appropriate, the sending agency or the ordering agency may provide and/or request liaison. The costs of the agency representative will be reimbursed by the ordering agency.

Canadian resources are mobilized to Coeur d'Alene where they receive supplies and equipment, and are provided an in-brief, orientation and training. This includes:

Issuance of New Generation Fire Shelters, radios, hand tools, pocket cards, sleeping bags, cellular telephone, packs, saws, unit conversion table, telephone and office contact information, maps, and other miscellaneous information.

They receive orientation and training in Resource Diversity, Fire Terminology and Techniques, Wildland Urban Interface (WUI), Ten Standard Fire Orders, Eighteen Watch Out Situations, Lookouts, Communications, Escape Routes, Safety Zones (LCES) and Lookouts, Anchor, Communications, Escape Routes, Safety Zones (LACES), Fuels, Weather, Topography, New Generation Fire Shelter, Fire Shelter practice, state and federal agency protection and jurisdiction, diversity of resources, Fire Terms, Fire Behavior, Incident Command System (ICS), Firefighter Terminology, hand tools, special hazards, Spotting Zone, historical data related to Fire Fatalities in the United States, animals, Fire Behavior, fire weather forecast, spot weather forecast, trends Energy Release Component, IDL channel plan, Personal Protective Equipment clothing, dispatch procedures, and Geographic Area Coordination.

When aviation resources are ordered, in addition to the, they receive training and orientation in flight following, Air Guard, Air Attack, Communication Procedures specific to aviation resources, and are issued an Interagency Helicopter Operations Guide (IHOG).

Any deployment of resources outside of the ordering agency's jurisdiction shall be agreed upon by the sending and receiving agencies.

Northwest Compact Resources are demobilized through IDL in Coeur d'Alene to ensure a debriefing and evaluations are complete.

Exhibit O. Idaho Master Agreement Change Form

Note: Amendments to the Master Agreement should be proposed with regional (federal) or bureau (state) level concurrence from the agency(ies) proposing the change. Changes can also be proposed from interagency group’s subject matter experts (Incident Business, Dispatchers, etc.).

Submit this Change Form to the Directors of the agencies party to this agreement no later than November 1st. Approved proposals will be implemented no later than February 1st in order to facilitate final distribution before fire season.

All fields must be completed.

Proposing Unit

What is the proposing unit or group (i.e., Business Group, Field Office, Dispatch Zone)?

Proposal Point of Contact

What is the name, agency, email address, and phone number of the proposal’s point of contact?

Name	Agency	Email	Phone

Description of Proposed Change

Identify the Section or Exhibit affected by the proposed change.

Note: if the change is to the [Idaho Cooperative Fire Protection Map](#), you must have concurrence from your agency’s Director; provide geographic description and attach a PDF map for proposed changes to boundaries or methodologies.

These fields are completed by representatives of the Directors of the agencies that are parties to the agreement

Proposal Approved by Directors? Yes No

Decision Rationale:

If the proposal is approved by the Directors, this change form will be signed by the Idaho State Fire Director and a federal- level Director representing all federal directors of agencies party to the agreement. Once signed, the Master Agreement will be updated. If the change necessitates formal modification, Northern Region Coop Fire AD will initiate that process.

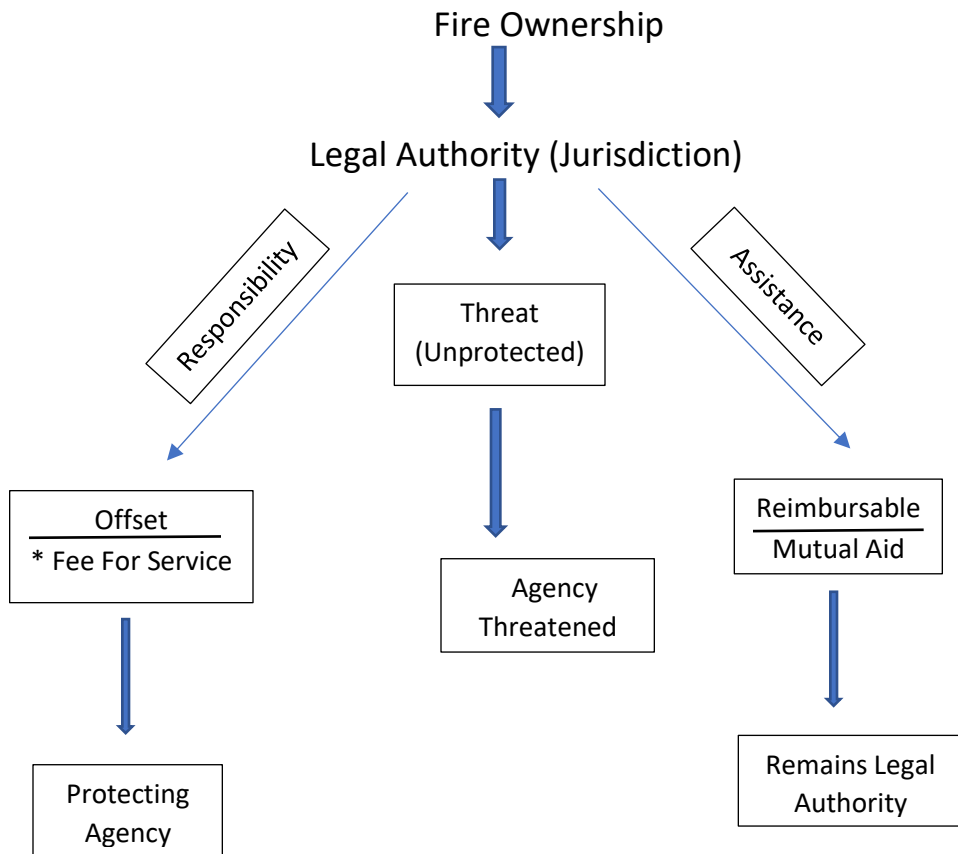
State Fire Director

Federal-Level Director

Exhibit P. Unique Incident Identifiers

Unique Incident Identifiers

Code incidents by the legal authority given to the agency unless protection responsibility was reassigned through a formal agreement.



*Agency-specific agreements that provide protection of another agency’s legal authority through a fee for service agreement are outside this master agreement.

Cooperative Fire Management Agreements with local fire service organizations do not tier from this master agreement. These agreements are exempt from the business rules described there-in. These agreements are managed at the local level.