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Exhibit C. Operating Plan

Idaho Statewide Operating Plan
2023-2027

Between

THE STATE OF IDAHO
Idaho Department of Lands

UEI: LNALNMHA3NZ5

Agreement # IDL-CDS-2023-2027

And the

UNITED STATES DEPARTMENT OF THE INTERIOR

BUREAU OF LAND MANAGEMENT

Idaho State Office

UEI: GD3JJJNDU3E5

Agreement # BLM-IDSO-2023-

NATIONAL PARK SERVICE

Interior Regions 8,9,10, and 12

UEI: ZK1LYM6WE3C4

Agreement # G8064231008

BUREAU OF INDIAN AFFAIRS

Northwest Region

UEI: GF45M8G4QB5

Agreement # 23P004430001

UNITED STATES FISH AND WILDLIFE SERVICE

Pacific Region

UEI: MYTDK1R5BBQ6

Agreement # FF01R03000-23X-L023

AND THE

UNITED STATES DEPARTMENT OF AGRICULTURE

FOREST SERVICE

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

UEI: G2EGL5TJE6N3

Agreement # 23-FI-11015600-049

1 **PARTICIPATING AGENCIES**

2
3

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

4 **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

5 **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

1 This Operating Plan is hereby made and entered into by and between the Parties pursuant to the Master
2 Cooperative Wildland Fire Management and Stafford Act Response Agreement (Agreement) signed
3 and dated May 1, 2023. This Operating Plan, including any referenced attachments or Exhibits, is tiered
4 to the Agreement. A formal modification to the Agreement is unnecessary but to the extent the terms of
5 this Operating Plan conflict with the Agreement, the Agreement shall govern.

6 **I. PURPOSE**

7 This is a Statewide Operating Plan applicable to all signatory Parties within the Great Basin and
8 Northern Rockies Geographic Areas for the State of Idaho. Its purpose is to address statewide issues
9 affecting cooperation, interagency working relationships and protocols, financial arrangements,
10 sharing of resources, and joint activities/projects. The Great Basin and Northern Rockies
11 Mobilization Guides are incorporated herein by reference in this Operating Plan.
12

13 **II. RECITALS**

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

20 Protecting Agencies, as defined in the Agreement, implement the actions documented and directed
21 by the appropriate planning documents and decision support documents for initial and extended
22 attack on wildfire incidents. They provide the supervision and support including operational
23 oversight, direction, and logistical support to Incident Management Teams IMTs.

III. INTERAGENCY COOPERATION

A. Interagency Dispatch Centers:

Each dispatch center within Idaho will maintain a standard operating plan that addresses the following:

- Purpose and Overview
- Administrative Oversight/Structure
- Dispatch Organization
- Roles and Responsibilities
- Dispatch Services
- Funding

It is intended, that interagency dispatch center managers may be employed by any Participating Agencies, and as such, have the agency specific authorities from each Participating Agency, except where prohibited by law or regulation, necessary to conduct the Center's operation.

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

B. Interagency Resources:

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

C. Standards:

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

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

E. Local Fire Service Organizations (FSOs):

- 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.
-

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.

G. Tribal Resources:

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

- 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
-

H. Rangeland Fire Protection Associations:

A Rangeland Fire Protection Association (RFPA) is a nonprofit organization that has entered into a Rangeland Fire Protection Agreement with the 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 the IDL, Idaho RFPA’s are required to properly train and equip members with PPE and radio communications. They are also required to carry liability insurance. Once all terms of the agreement with the IDL have been met, the RFPA is authorized to engage in suppression activities within the terms of their agreements and/or Memorandums of Understanding (MOUs).

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

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

I. Idaho Office of Emergency Management (IOEM):

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

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

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

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

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

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 policies.

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

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.

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

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 their assistance. The exception is if the Parties involved are federal wildland fire agencies. The National Interagency Agreement for Wildland Fire Management between the Department of The Interior wildland fire agencies and the USDA Forest Service provides that Parties agree not to bill each other for suppression services.

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

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

D. Joint Projects and Project Plans:

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

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

E. Fire Prevention/Education/Mitigation:

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

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

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.

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

B. Boundary Line Fires:

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

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

Reconciliation of costs for border fires will follow the Billings and Invoices Processes as outlined in Exhibit D.

C. Independent Action on Lands Protected by Another Agency:

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

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

D. Response to Wildland Fire:

1. Special Management Considerations:

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

b. USFS Aerial Application Avoidance Issues:

Avoidance maps will be prepared and made available for all National Forest System lands and reviewed pre-season and during any fire incident with the assigned Incident Commander (IC) or IMT.

If there is a mishap, notify the local U.S. Forest Service District so they can make the appropriate notifications.

Avoidance issues related to aerial retardant on all National Forest System lands will be monitored and any mishaps will be reported following protocols established in the “Record of Decision” issued in 2011. For detailed instructions reference <https://www.fs.fed.us/managing-land/fire/chemicals>

Reference Exhibit M for Standards and Guidelines for Fire Suppression in Watersheds with Sensitive Fish Species.

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:

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

1. Frequencies:

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

H. Cost Efficiency:

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

I. Delegation of Authority (DOA):

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

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

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

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

BIA: Agency Administrator
BLM: District Manager
BOR: Protecting Agency or Regional Director
FWS: Refuge Manager; Project Leader
IDL: Area Manager
NPS: Park Superintendent
RFPA: District Manager
USFS: Forest Supervisor

J. Preservation of Evidence:

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

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

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

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

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

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

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

L. Movement of IDL Resources within Idaho:

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

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

VI. USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES

A. Cost Share Agreement:

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

B. Training:

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

As the agency of jurisdiction, under the National Incident Management System Wildland Fire Qualification System Guide, PMS 310-1, the IDL will sponsor FSO personnel in wildland training for Incident Command System (ICS) positions to assist on interagency incidents nationally.

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

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

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

C. Communication Systems:

See Dispatch Operating Plans for specific guidance.

D. Fire Weather Systems:

Listed in Dispatch Operating Plans.

E. Incident Meteorological (IMET) Services:

Follow standard dispatch procedures for requesting IMET services from the NWS and shall be made in accordance with the provisions of the Interagency Agreement for Meteorological and Other Technical Services (IMET Agreement) and shall not conflict with the procedures of the

Mobilization Guides. Reimbursement and expenditures for IMET Services shall follow the procedures detailed within the IMET Agreement.

F. Aviation Operations:

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

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

1. Aviation-Related Clarifications:

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

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

2. Federal Aircraft:

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

3. Non-Federally Approved Aircraft:

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

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

control of USDA/USDI.

4. Approved Cooperator Aircraft:

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

5. Non-Federally Approved Cooperator Aircraft:

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

6. Federal Lands under State Protection:

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

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)

FAA Advisory Circular AC 00-1.1b, Public Aircraft Operations, Feb. 12, 2014, Appendix 1 defines “public aircraft.” Reference:

https://www.faa.gov/documentLibrary/media/Advisory_Circular/AC_00-1.1B.pdf.

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

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

11. Aircraft Billing:

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

G. Unmanned Aircraft Systems, UAS Operations:

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

VII. BILLING PROCEDURES

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

A. Suppression Billing:

1. Billing Information, Provide:

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

B. Fee Based Services:

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

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

For example, 2023 costs would include (1) the average suppression cost of years 2016-2022, minus the highest and lowest, plus (2) the average preparedness cost for the years 2016-2022, minus the highest and lowest. State and Regional business leads are the points of contact for developing the cost per acre rate. The following are fee basis protection areas:

C. Non-Suppression Billings:

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

D. Stafford Act Billings:

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

VIII. GENERAL PROVISIONS

A. Principal Contacts:

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

B. Personnel Policy:

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

C. Modification:

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

D. Annual Review:

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

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

E. Duration of Operating Plan:

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

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

F. Previous Instruments Superseded:

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

G. Authorized Representatives:

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

X. REVIEW AND SIGNATURES

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

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

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

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

DENNIS STRANGE Digitally signed by DENNIS STRANGE
Date: 2023.04.20 15:08:29 -06'00'

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

DARRON WILLIAMS Digitally signed by DARRON WILLIAMS
Date: 2023.04.24 09:09:03 -07'00'

DARRON WILLIAMS, Regional Fire Management Officer
USDI, Bureau of Indian Affairs,
Northwest Region

Frank Lands **FRANK LANDS**
2023.05.17
10:18:43 -07'00'

FRANK LANDS, Regional Director
USDI, National Park Service,
Interior Regions 8,9,10,12

JOSHUA O'CONNOR Digitally signed by JOSHUA O'CONNOR
Date: 2023.04.20 15:50:30 -07'00'

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

CRAIG GLAZIER Digitally signed by CRAIG GLAZIER
Date: 2023.04.21 13:38:55 -08'00'

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

BENJAMIN NEWBURN Digitally signed by BENJAMIN NEWBURN
Date: 2023.04.20 15:41:40 -08'00'

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

ALEX ROBERTSON Digitally signed by ALEX ROBERTSON
Date: 2023.04.26 13:07:29 -07'00'

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

Joshua J Harvey Digitally signed by Joshua J Harvey
DN: CN=Joshua J Harvey, O=Idaho Dept of Lands, OU=Fire Management Bureau, E=jharvey@idaho.gov, C=US
Reason: I am the author of this document
Location: your signing location here
Date: 2023.04.21 11:21:40-07'00'
Post-Flight PDF Version: 10.1.11

JOSH HARVEY, Fire Management Chief
Idaho Department of Lands