

**IDAHO STATEWIDE OPERATING PLAN
(2016-2021)
Reviewed and updated May 2019**

**STATE OF IDAHO
Idaho Department of Lands (IDL)
and**

**UNITED STATES DEPARTMENT OF AGRICULTURE
U.S. FOREST SERVICE (USFS)
Northern Region
Intermountain Region
Pacific Northwest Region**

and

**UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT (BLM)
Idaho
NATIONAL PARK SERVICE (NPS)
Pacific West Region
BUREAU OF INDIAN AFFAIRS (BIA)
Northwest Region
FISH AND WILDLIFE SERVICE (FWS)
Pacific Region**

PREAMBLE

This operating plan is prepared pursuant to the Idaho Cooperative Wildland Fire Management and Stafford Act Agreement (CFMA) signed and dated 2016, *BLM ID-SO-2016-008, NPS P16AC0166Z, BIA A18AC00020, FWS FF01F03000-18X-L010, FS Agreement 16-FI-11015600-42 and IDL-CDS-2016-2021.*

This operating plan supersedes the 2018 Idaho Statewide Operating Plan.

PURPOSE

This Idaho Statewide Operating Plan (OP) is applicable to all signatory agencies (stated above) within the State of Idaho. It addresses issues affecting cooperation, interagency working relationships and protocols, financial arrangements, and joint activities.

Per *Provision 33b* of the CFMA, operating plans will be developed at the local and statewide levels and become part of the CFMA. The Agencies agree that operating plans can be valid for the life of the CFMA. This Operating Plan will be reviewed annually by March 1, updated and signed if there are significant changes. If no significant changes are required, the OP will remain status quo and documented by email to the file at the Idaho BLM State Office. The OP is the working document for the purpose of implementing the Cooperative Wildland Fire Management Agreement.

RECITALS

National Response Framework activities will be accomplished utilizing established dispatch and coordination processes. Situation and damage assessment information will be transmitted through established fire suppression intelligence channels.

Jurisdictional agencies are responsible for all planning documents i.e. land use, resource and fire management plans and decision support documents, for a unit's wildland fire and fuels management program.

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

INTENT

The purpose of the operating plan is to provide for interagency cooperation for fire management in sustaining wildland fire management activities, such as prevention, preparedness, communication, education, fuels treatment, response strategies and tactics.

- This operating plan defines working relationships, preparedness activities, operating procedures and incident business practices for all aspects of incident management agreed to by all signature agencies.
- It's our intent to support local line officers during complex incidents to assist with negotiations involving complex relationships and cost share agreements in multi-jurisdiction fires.
- It is the intent of this operating plan to minimize the impact for IDL being in two geographic areas to strive for consistent protocols and processes statewide and allow for movement of IDL resources statewide.
- It is the intent of this operating plan to delineate offset acres by use of maps and GIS data shared with all federal and State agencies to help land management personnel know where these offset acres are located.
- We all support paying our fair share. Determining what is "reasonable" will be based on understanding the protecting and jurisdictional agencies responsibilities. "Reasonable share" also includes an understanding of how much investment is appropriate. The protecting agency should not be investing more than what the jurisdictional agency would have invested. (Offset fire protection and structures)
- Management of unprotected lands within the State should be addressed by the local agencies in their local area agreements and operating plans.
- It is our intent to safely keep fire from reaching structures. Structure protection groups may be needed to operationally provide expertise for structure protection, but will not be ordered and used for structure fire suppression by the wildland fire agencies.
- Where there are overlapping responsibilities for structure protection, roles, responsibilities, expectations, and apportionment of costs these will be discussed and addressed in local agreements and operating plans.
- Issues that cannot be resolved at a local level should be elevated to your respective fire leadership at the Bureau, State or Regional level.

TABLE OF CONTENTS

PREAMBLE 1

PURPOSE 1

RECITALS 2

INTERAGENCY COOPERATION..... 5

 1.Participating Agencies..... 5

 The following is a list of the local agency units participating in the CFMA: 5

 2.Conflict Resolution (*Provision 37 CFMA*) 6

 3.Compacts (*Provision 18 CFMA*) 6

 4.Local Fire Service Organizations (*Provision 19 CFMA*) 6

 5.Interagency Dispatch Centers (*Provision 29 CFMA*)..... 7

 6.Tribal Resources (*Provision 24 CFMA*) 7

 7.Rangeland Fire Protection Associations (*Provision 20 CFMA*) 7

 8.Statewide Operating Plan (*Provision 33a CFMA*)..... 8

 9.Idaho Office of Emergency Management (Formerly Idaho Bureau of Homeland Security) (*Provision 21 CFMA*)..... 8

 10.Idaho National Guard (*Provision 22 CFMA*) 9

 11.Law Enforcement and Negligent Fires (*Provision 63 CFMA*):..... 9

PREPAREDNESS 10

 12.Standards Fire (*Provision 34 CFMA*):..... 10

 13.Prescribed Fire (*Provision 44 CFMA*) 10

 14.Aircraft Use Policies and Procedures Not In Mobilization Plans (*Provision 60 CFMA*) 11

 15.Fire Prevention (*Provision 41 CFMA*) 11

 16.Smoke Management/Air Quality (*Provision 45 CFMA*)..... 11

 17.Restrictions and Closures Coordination (*Provision 42 CFMA*) 11

 18.Training 11

 19.Burning Permits Policy and Procedures (*Provision 43 CFMA*)..... 12

 20.Methods of Fire Protection and Suppression (*Provision 40 CFMA*)..... 12

 A. Reimbursable..... 12

 B. Offset Fire Protection..... 13

 C. Fee Basis Protection..... 13

 21.Protection Areas (*Provision 39 CFMA*) 14

OPERATIONS	14
22.Movement of IDL Resources within Idaho (<i>Provision 28 CFMA</i>)	14
23.Structure Protection (<i>Provision 62 CFMA</i>)	14
24.Response to Wildland Fire Management Response (<i>Provision 51 CFMA</i>).....	15
25.Independent Action (<i>Provision 53 CFMA</i>).....	16
26.Wildland Fire Decision Documentation and Delegation of Authority (<i>Provision 51 CFMA</i>).....	16
27.Accident Investigation (<i>Provision 83 CFMA</i>)	17
28.Stafford Act Response for FEMA Incidents (<i>Provision 14 CFMA</i>).....	17
29.Post Fire Activity (<i>Provision 65 CFMA</i>).....	17
USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES	17
30.Severity Funding.....	17
31.Cost Share Agreements (<i>Provision 69 CFMA</i>)	17
32.Agreed to Billing Amounts (Rates) and Procedures (<i>Provision 40 CFMA</i>)	18
A. Reciprocal Fire Protection Zones (<i>Provision 40a CFMA</i>).....	18
B. Fire Suppression Billings (<i>Provision 71 CFMA</i>).....	18
C. Exchange of Funds.....	18
GENERAL PROVISIONS	18
33.Document Library.....	18
34.Modifications (<i>Provision 5 CFMA</i>).....	18
35.Commencement/Expiration Date (<i>Provision 4 CFMA</i>).....	19
36.Appendices	19
SIGNATURES	20
APPENDIX I	21
SELECTION TABLE FOR DOI / USFS/STATE SERIOUS ACCIDENT INVESTIGATION TYPE	21
APPENDIX II	24
IDAHO DEPARTMENT OF LANDS	24
COMMUNITY AND STRUCTURE FIRE PROTECTION FROM WILDFIRES IN IDAHO	24
APPENDIX III	26
MOBILIZATION OF FIRE DEPARTMENT RESOURCES FOR STRUCTURE SUPPRESSION	26
APPENDIX IV	28
COST SHARE TEMPLATE AND METHODOLOGIES	28
APPENDIX VI	34

BILLING CONTACTS 34

APPENDIX VII 35

SPECIAL MANAGEMENT CONSIDERATIONS 35

APPENDIX VIII 38

BLM SPECIFIC GUIDELINES 38

APPENDIX IX 41

NORTHWEST COMPACT - CANADIAN RESOURCES Orientation and Training 41

APPENDIX X 42

APPENDIX XI 47

OFFSET PROTECTION EXCHANGE 47

INTERAGENCY COOPERATION

1. Participating Agencies

The following is a list of the local agency units participating in the CFMA:

State of Idaho

Idaho Department of Lands may serve as a liaison to local government entities who are engaged with wildland fire.

Department of Lands (IDL)

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 Association
- 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

United States Department of Agriculture – U.S. Forest Service

Northern Region (R-1)

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

Intermountain Region (R-4)

- Boise National Forest
- Caribou-Targhee National Forest
- Payette National Forest

Pacific Northwest Region (R-6)

- Wallowa-Whitman National Forest

Salmon-Challis National Forest

- Sawtooth National Forest

United States Department of The Interior
Bureau of Indian Affairs- Northwest Regional Office
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
Idaho Falls District

Coeur d'Alene District
Twin Falls District

National Park Service-Pacific West Region

City of Rocks National Monument
Haggerman Fossil Beds National Monument

Craters of the Moon National Monument
Nez Perce National Historic Sites

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

2. Conflict Resolution (*Provision 37 CFMA*)

All parties must commit to clear and frequent communications regarding leader's intent, sideboards, natural resource issues and communication expectations regarding management of fires on offset acres. That includes pre-season meetings, communication during fire season, and after action post season lessons learned.

In the event of problems or disagreements during the season, the first step is to communicate directly and try to resolve locally. Should that not resolve the issue, the next step is to elevate to the next level of supervision. Issues that cannot be resolved at the local, district or forest level should be elevated to the State and Regional Fire Directors for resolution.

3. Compacts (*Provision 18 CFMA*)

Through utilization of the NW Compact, IDL can directly order Canadian resources. IDL provides them with training, PPE, and equipment, *see Appendix I*. If a federal agency utilizes a specific resource and has additional requirements, then they are responsible for providing anything above what IDL requires.

4. Local Fire Service Organizations (*Provision 19 CFMA*)

In areas where Fire Service Organizations (FSOs) and wildland fire protection agency(s) share common fire protection interests, the entities may enter into local agreements to define operational guidelines, structure protection strategies, and specify payment arrangements.

Mobilization of FSO resources outside the area covered by local agreements will be transacted through IDL. FSO resources will not be mobilized outside the local area if they do not have an Idaho Cooperative Mobilization Agreement (ICMA) with IDL. Mobilization of FSO resources will follow all processes and procedures defined in the Idaho Cooperative Mobilization Agreement (ICMA) published by IDL, which includes rates, training and equipment standards.

5. Interagency Dispatch Centers (*Provision 29 CFMA*)

The Parties to this operating plan agree to maintain, support, and participate in Interagency Dispatch Centers, as appropriate.

Staffing, funding, and level of participation will be agreed to by the affected Parties to this operating plan and documented in geographic, statewide, or sub-geographic area operating plans and/or appropriate mobilization guides.

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

Current interagency dispatch centers are:

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

Idaho Dispatch Centers will assign a Fire Code to the protecting agency with financial responsibility for the incident.

Fire Reports: will be sent to jurisdictional agencies within 10 days of fire being declared out or upon request from the jurisdictional agency.

6. Tribal Resources (*Provision 24 CFMA*)

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

7. Rangeland Fire Protection Associations (*Provision 20 CFMA*)

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

with the IDL, Idaho RFPAs are required to properly train and equip members with personal protective equipment and radio communications. They are also required to carry liability insurance. Once all terms of the agreement with the IDL have been met, the RFA has the authority to fight fire, within the terms of their agreements and/or Memorandums of Understanding (MOUs).

In areas where RFPAs and wildland fire protection agency(s) share common fire protection interests, the entities are encouraged to enter into local agreements or MOUs to define operational procedures and responsibilities. RFA 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.

8. Statewide Operating Plan (*Provision 33a CFMA*)

The Statewide Operating Plan will be reviewed annually by March 1, updated and signed if there are significant changes.

9. Idaho Office of Emergency Management (Formerly Idaho Bureau of Homeland Security) (*Provision 21 CFMA*)

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 (ESF#4) addresses firefighting in Idaho. IDL is the primary state agency responsible for ESF#4 coordination and may have personnel assigned to the State Emergency Operations Center (EOC) to assist local government agencies in obtaining resources. IDL may provide a liaison to local government officials when a wildfire disaster occurs in their jurisdiction. Local government utilizes the Emergency Operations Plan (EOP) for assistance when a fire exceeds their capabilities.

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 IDL Duty Officer or the ESF#4 Coordinator may assist cooperators with this request, if needed. A county and state disaster declaration must be in place to receive approval for an FMAG but does not have to be in place to initiate the request.

IDL may assist, based on capability, facilitating working with IOEM.

10. Idaho National Guard (*Provision 22 CFMA*)

All requests for Idaho National Guard (IDNG) assistance in support of wildfire incidents shall go through the Idaho Department of Lands, Bureau of Fire Management. Acquisition, procurement and use of Idaho National Guard shall follow policies and procedures set forth in the Joint Powers Agreement for Cooperation in Wildfire Suppression between Idaho Military Division and Idaho Department of Lands.

Payment for the use of the IDNG is through the IDL. IDNG resources can only be utilized when all other potential sources have been exhausted, and a Governor's approved state disaster has been declared. To initiate a request for the IDNG support, contact the IDL Duty Officer and utilize the standard dispatch resource order protocols.

IDNG will have first right of refusal for wildland fire suppression mission assignments within Idaho, and may not be available due to deployments, training exercises, or other higher priority missions. Before an agency submits a National Guard resource request for Title 10 forces conducting Defense Support to Civil Authorities, contact the IDL State Duty Officer to verify the availability status of IDNG resources to fulfill the request.

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

Local government can request IDNG resources through Idaho Office of Emergency Management (IOEM) by following the process outlined in the Idaho Emergency Operations Plan (EOP). The IMT will be responsible for the tracking of IDNG resources to ensure a clean payment package. Host agencies will assign personnel to fill the roles of Incident Business Advisor (INBA) and National Guard Liaison at the State EOC, as well as additional liaisons at the assigned locations of IDNG resources.

More information on the disaster declaration process and Idaho Emergency Operations Plan can be found at: <https://ioem.idaho.gov/preparedness-and-protection/plans/>

11. Law Enforcement and Negligent Fires (*Provision 63 CFMA*):

In criminal and civil actions each agency shall render mutual assistance in law enforcement activities and the gathering of evidence, and in criminal or civil prosecutions, to the fullest extent practical. Each agency shall be responsible for fire related law enforcement activities, litigation and court proceedings resulting from wildfires that originate on their respective lands.

The Agencies are jointly responsible for law enforcement efforts within jurisdiction, and the protecting agency is generally responsible for fire investigations and the preliminary work associated with determining if a criminal or civil action is a possibility. The jurisdictional agency is generally responsible for subsequent follow up and prosecutions. Idaho law requires prosecution of State law violations occurring on State and/or private land to be done in the name of the State even though Federal agencies may be the protecting agency. However, State employees do not have authority to enforce Federal laws, rules or regulations on Federal land even though they are the protecting agency. They may, however, enforce violations of State law on Federal land. Therefore, the State will notify

Federal agencies of any information indicating that State or Federal laws, rules or regulations have been violated on Federal land protected by the State. The State will assist the Federal agency with any resulting prosecution through the Federal legal system, and will take the lead for prosecutions through the State system. In like manner, Federal agencies will notify the State of any information related to violations of State or Federal laws, rules or regulations on State and private land protected by a Federal agency and will assist the State with its prosecutions under State law.

Any protecting lands for another may independently process and or prosecute civil claims to recover suppression costs for intentionally or negligently lit fires; See Appendix V Billings and Payments Procedures- Negligent Fire Billings and Cost Recovery.

PREPAREDNESS

12. Standards Fire (*Provision 34 CFMA*):

The Parties to this OP desire to achieve common standards within the Parties' best interest, recognizing differing agency missions and mandates. Each Party to this OP recognizes that other Parties' standards are reasonable, prudent, and acceptable. This clause does not affect the jurisdictional agency's land management standards.

13. Prescribed Fire (*Provision 44 CFMA*)

Any Agencies to this agreement may provide assistance to another Agency to this agreement as requested, and agreed to, for the purposes of performing prescribed fire or other fuels management work. Conditions of the assistance and details related to reimbursement will be agreed to and documented, through the Interagency Agreement (IA), or Supplemental Project Plan (SPP) processes. Reference Appendix X and work with local grants/agreements office.

Any instrument processed under this clause shall be in accordance with each agency's applicable laws, regulations, and policy requirements.

Agreements will be negotiated and prepared at the local unit, and may include a variety of reimbursement for base or overtime labor, mileage, vehicle costs, and per diem.

Prescribed Fire operations will be addressed in the LAOP's or project and financial plans. Billing for planned ignition assistance between federal agencies will follow the guidance set in the Interagency Agreements for Fire Management.

Jurisdictional agencies based on their own governing authorities can use each other's resources for non-incident activities to include, planned ignitions, hazard fuel reduction and other fuels management projects.

All overtime associated with project work will be negotiated at the local unit; as reciprocal assistance or through the reimbursable project work agreement.

14. Aircraft Use Policies and Procedures Not In Mobilization Plans (*Provision 60 CFMA*)

Agencies will cooperate in the use, operations and support of aviation resources. Operational capabilities vary by agency. Each agency will follow their established policies and procedures in the performance of their operations. Aircraft use will be billed to the protecting agency following the billing procedures found in Appendix V of this document.

The use of cooperator (State, local, military, other federal) aircraft by federal employees may require prior inspection and approval. Upon request by a cooperator, a USFS or DOI aviation inspector may provide aircraft and pilot inspections for aircraft used in interagency operations.

IDL aircraft under exclusive use contract agreements are a statewide resource and are available to all wildfire cooperators within the State of Idaho by direct ordering through the dispatch center where the aircraft are assigned. All protocols in the Idaho Department of Lands and U.S. Forest Service Regions 1 and 4 Interagency Operations Guide for Single Engine Air Tankers will be followed.

Aviation resources provided by the State must be authorized and carded by federal agencies to transport federal employees or be used by federal agencies in support of suppression operations. Aviation resources provided by the State while remaining under operational control of the State can be utilized to support suppression operations conducted on or threatening State jurisdictional lands or offset protected lands under federal protection.

15. Fire Prevention (*Provision 41 CFMA*)

The Agencies will share and jointly work together to deliver fire prevention programs. Activities may include joint press releases, Smokey Bear programs, and, local education programs. Agencies will share the cost of prevention activities as agreed to and documented in LAOP's or project and financial plans.

16. Smoke Management/Air Quality (*Provision 45 CFMA*)

Agencies in Montana and Idaho are members of the Montana/Idaho Airshed Group. The group's procedures are outlined in the Montana/Idaho Airshed Group Operating Guide. The plan is located at <https://mi.airshedgroup.org/>.

17. Restrictions and Closures Coordination (*Provision 42 CFMA*)

Fire restrictions for wildland fire in the State will be coordinated as per current Idaho Fire Restrictions Plan. These procedures can be found at: <http://www.idahofireinfo.com/>

18. 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 Idaho Department of Lands will sponsor FSO personnel in wildland training for Incident Command System (ICS) positions to assist on interagency incidents nationally.

For the purposes of the CFMA, any Idaho Department of Lands, 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 Idaho Department of Lands, 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 within the ICS organization for interagency incidents. Agencies hosting training will provide IDL (IDL Training and Safety Specialist and RFPA Southern Idaho Fire Program Liaison, as appropriate) copies of sign-in sheets documenting personnel training attendance.

19. Burning Permits Policy and Procedures (*Provision 43 CFMA*)

IDL will manage a self-serve, on line system at: <http://burnpermits.idaho.gov/>. Federal partners, will provide IDL input when burning should be restricted in federal protection, by burn type. Access to the Burn Permit system can be granted upon request to the Burn Permit help desk, to view permits issued, issue permits to walk in or phone customers, or restrict certain or all burning activities. Protecting agencies should coordinate with IDL Fire Bureau Office to gain access to the Fire Safety Burn Permit System. Burn permits are required May 10 – October 20 per Idaho Code §38-115.

20. Methods of Fire Protection and Suppression (*Provision 40 CFMA*)

A. Reimbursable

Suppression action is also authorized on State endowment lands, Idaho Fish and game (IDFG) and Idaho Parks and Recreation (IDPR) lands.

For those State lands, including endowment lands, Idaho Fish and game (IDFG) and Idaho Parks and Recreation (IDPR) not covered in the statewide offset, and within Federal protection, IDL authorizes the Federal agencies to take suppression action on all fires that occur on those lands. Initial action will be according to the preplanned initial attack response.

For those fires that start on, or remain on State lands, the federal agency will bill the State for actual suppression costs.

For those fires that start on an adjacent ownership and pass through State lands not paying a forest protection assessment, the State will be responsible for their portion of the suppression costs as determined from the incident cost share agreement.

For fires that start on State lands not paying a forest protection assessment and pass through to adjacent lands, the State will be responsible for their portion of the suppression costs as determined from the incident cost share agreement.

For those State not covered in the Offset Protection Exchange, and considered reimbursable, the State will be billed for actual suppression costs.

B. Offset Fire Protection

The BLM, Forest Service, and the State have negotiated an offset protection exchange, which redistributes fire protection responsibilities throughout the State. The exchange is based on comparable costs and equivalent factors mutually agreed to by all parties. The process used provides an acceptable balance of exchange and a mutual benefit. Official maps and narratives documenting the exchange are on file at the Forest Service, Region 4 office. The parties to the Offset Protection Exchange document have signed and agreed to the language within said document and is supported within this OP. See Appendix X1 for The Offset Protection Exchange document.

Agencies protecting lands that are the jurisdiction of another will provide wildland fire protection at a level equivalent to protection that would be provided by the jurisdictional agency's land management objectives as established by mutually agreed upon preplanned dispatch initial attack response cards (Run Cards). Jurisdictional agencies have the responsibility to determine through their respective fire planning analysis the type and quantity of suppression resources which will be dispatched to an incident. The protecting agency will respond with the planned resources when available which may include assistance from the jurisdictional or supporting agency at the request of the protecting agency. All fire suppression costs on such lands will be borne by the protection agency. Suppression support requested by the protection agency and provided by the jurisdictional agency on these lands is reimbursable per Provision 40c.

At a minimum, the offset of protection will be reviewed and validated every five years. Maps utilized for the purpose of this OP are dated 2015.

C. Fee Basis Protection

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, 2017 costs include (1) the average suppression cost will be years 2010-2016, minus highest and lowest, plus (2) the average preparedness cost will be years 2010-2016, minus highest and lowest. State and Regional business leads are the point of contact for developing the cost per acre rate. The following are fee basis protection areas:

<u>Protection Area</u>	<u>Protecting Agency</u>	<u>Jurisdictional Agency</u>
Fort Hall Reservation	BLM	BIA /Shoshone-Bannock Tribes
Kootenai Reservation	IDL	BIA/Kootenai Tribe
Nez Perce Reservation	IDL	BIA/Nez Perce Tribe
Misc. Parcels NPS	BLM	NPS
Misc. Parcels FWS	BLM	FWS

21. Protection Areas (*Provision 39 CFMA*)

The protection areas for each of the units are depicted on maps located in Local Area Operating Plans (LAOPs). Reciprocal initial attack zones and Special Management Areas will be identified and documented in LAOPs. A complete listing of protected lands, by protecting agency, is on file at the applicable dispatch office.

OPERATIONS

22. Movement of IDL Resources within Idaho (*Provision 28 CFMA*)

For the movement of Idaho Department of Lands (IDL) resources, Idaho state compacted resources; Fire Service Organizations and IDL exclusive use contractors, or any other resources under the control of IDL (All referred to as IDL resources); Local Dispatch Offices in the Great Basin will send requests for North Idaho IDL resources to the Northern Rockies Coordination Center (MT-NRC), Local Dispatch Offices in the Northern Rockies will send requests for Southern Idaho IDL resources to the Great Basin Coordination Center (UT-GBC). All dispatch offices ensure that the special needs block of the resource order clearly states for IDL Resource.

23. Structure Protection (*Provision 62 CFMA*)

Local units should meet with their cooperators and identify areas that may warrant structure protection. The roles, responsibilities, capabilities and mutual expectations must be discussed and documented in local area operating plans.

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/>.

Any time structure protection and suppression activities occur, the decisions, actions taken, and financial responsibilities must be documented. Links for decision documents can be found in *Appendix IV*. When structure protection resources are ordered for the benefit of the jurisdictional agency, the costs associated with those resources shall be the jurisdictional agencies responsibility. An agreed upon amount shall be determined to cover support costs for these resources. This includes resources used to wrap structures and other tactics that are not common wildland firefighting tactics.

In determining fair cost among agencies we all support paying our reasonable share. Determining what is "reasonable" is done locally based on understanding of jurisdictional responsibility. "Fair share" also includes an understanding of how much investment is reasonable. If the jurisdictional agency would invest less or more is a way to determine how much is enough in an offset situation – and wherever we have fire moving between protection areas.

All Agencies agree with IDL's intent and will use wildland tactics to keep fire away from structures. We may assist the agency with jurisdiction around the structure. Unified Command will be established with the local fire protection agency authority to establish protection priorities and financial responsibility where appropriate.

Structural suppression resources are provided by local fire protection agencies having jurisdictional responsibility. Requests for additional structure suppression resources will be authorized and secured through local government officials by exercising local mutual aid agreements or through activation of the Idaho Emergency Operations Plan in coordination with Idaho Office of Emergency Management. IDL will follow the processes outlined in the Mobilization of Fire Department Resources for Structure Suppression, (*Appendix III*).

24. Response to Wildland Fire Management Response (*Provision 51 CFMA*)

State and Private Forestland owners pay a fire protection assessment to the Idaho Department of Lands and, as such, expect the protecting agency to place a high value on protecting their timber resource. That includes using tactics and practices that keep fire away from state and private forestland and by using full suppression tactics to keep fire size small and minimize resource loss once fires start on or reach state or private forestlands. Specific objectives regarding protection of state and private forestland will be incorporated into the Delegation of Authority or Leader's Intent document for all incoming IMT's.

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

All fire agencies have primary responsibility for wildland fire suppression within their respective protection areas. The Agencies shall take appropriate suppression actions necessary to extinguish or prevent the spread of fire onto any lands on which wildfire is not desired within their protection area or from one protection area to another. All Agencies, as appropriate, should be involved in developing the strategy, tactics, and mitigation actions to be used if the fire has the potential to impact another protection area. When the fire spread to another protection area is imminent or appears likely, the Agencies will identify financial responsibilities and as appropriate, cost share methodologies, and document the decisions and rationale. If agreement cannot be reached regarding financial responsibilities, discussion will be elevated to the next level agency administrators for the respective agencies.

Aerial Application of Fire Retardant and Avoidance Issues:

- Avoidance maps will be prepared and made available for all Forest Service lands and reviewed pre-season and during any fire incident with the assigned IC or IMT.
- If there is a mishap, notify the local Forest Service District so they can make the appropriate notifications.
 - Avoidance issues related to aerial retardant on all Forest Service lands will be monitored and any mishaps will be reported following protocols established in the "Record of Decision" issued in 2011. Go to the following site for detailed instructions:
<https://www.fs.fed.us/managing-land/fire/chemicals>
- On lands protected by U. S. Fish and Wildlife Service the use of aerial delivered retardant is approved with a determination by the Incident Commander 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 Fire Management Plans.
<https://www.fws.gov/pacific/refuges/>

25. Independent Action (Provision 53 CFMA)

Except as otherwise limited in geographic, statewide, or local area operating plans, nothing herein shall prohibit any Party, on its own initiative, from going upon lands known to be protected by another Party to this Agreement to engage in suppression of wildfires, when such fires are a threat to lands under that Party’s management or protection responsibility. In such instances, the Party taking action will promptly notify the protecting agency. Such actions will be commensurate with the land management considerations of the jurisdictional agency, and subject to the laws and regulations of the jurisdictional agency.

26. Wildland Fire Decision Documentation and Delegation of Authority (Provision 51 CFMA)

The WFDSS is the sole documentation tool for all fires that occur on federal jurisdiction or protection. In federal protection, a WFDSS will be completed by the federal agency. If an IMT is ordered, the WFDSS will be completed in conjunction with any jurisdictional agencies.

A decision document will be completed on all large fires where a formal team is in place. Otherwise agency policies will take effect. All documents will be provided to IMTs when in place.

Protection	Jurisdiction	WFSA / WFDSS
State	State	WFSA
Federal	State	WFDSS
State	State & Federal	WFSA & WFDSS
State	Federal	WFDSS

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

- A. “State and Private Forestland Owners pay 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.”

The Delegation of Authority (DOA) will incorporate the decision documents and will clearly communicate the intent of the jurisdictional agency leader(s). The DOA will be signed by all protection and jurisdictional agencies.

27. Accident Investigation (*Provision 83 CFMA*)

The initial notification of accident involving equipment or personnel is a key component to a successful review or investigation. All parties to this agreement will ensure that accident notification occurs to all affected parties “supporting, protecting and jurisdictional” in a timely manner. A phone tree will be supplied to local Dispatch Centers and the Geographic Area Coordination Center identifying the primary contacts for all Federal and State Agencies (state and regional level).

It is recognized that there may be separate procedures required by the supporting, jurisdictional and protecting agencies. All parties will work together to coordinate efforts to meet agency needs. When investigations involve more than one party, a multiagency Delegation of Authority should be provided to outline roles and responsibilities and expectations of the affected agencies. *Appendix-I* outlines how to select the type of investigation that will be used for serious accident involving the DOI, USFS, or the State of Idaho.

28. Stafford Act Response for FEMA Incidents (*Provision 14 CFMA*)

The Stafford Act amended under the Post-Katrina Emergency Management Reform Act of 2006 (Public Law 109-295) empowered the President to provide accelerated Federal assistance and preposition Federal assets where necessary to save lives, prevent human suffering, or mitigate severe damage, even in the absence of a state request for assistance as stated in Sec. 402. This will allow the Forest Service to reimburse State resources before a Presidential disaster is declared.

29. Post Fire Activity (*Provision 65 CFMA*)

IDL Fire Program is not involved in Emergency Stabilization; it is the responsibility of the land owner. IDL Area office or resource advisor may be able to provide landowners with information on what assistance might be available.

USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES

30. Severity Funding

Agencies should coordinate requests for severity prior to submitting those requests for funding.

31. Cost Share Agreements (*Provision 69 CFMA*)

For fires that start within, or burn through non-forested state lands to adjacent Federal lands, within Federal protection, costs will be shared between all parties. These shared costs include all State lands involved in the fire, i.e., Fish and Game, State Parks and Recreation, and endowment lands, and other affected State lands.

The Agencies agree to use the cost share agreement template and methodologies as provided in *Appendix IV*. Agencies will document decisions and rationale in either a cost share agreement or in a separate decision document. A link for a template can be found in *Appendix IV*.

IDL's intent is to support local government with a Line Officer or liaison for large or complex fires to help with operational decisions, communications with IMTs, and cost share agreements for multi-jurisdiction fires.

In order for federal agencies to enter into cost share agreements, there must be an agreement in place between all parties.

32. Agreed to Billing Amounts (Rates) and Procedures (*Provision 40 CFMA*)

A. Reciprocal Fire Protection applies to incidents within the state of Idaho (Idaho Department of Lands and Federal partners) (*Provision 40a CFMA*)

The Protection Agency will not be required to reimburse the supporting agency until the supporting agency's costs for a single incident exceeds \$5,000 (individual agency).

B. Fire Suppression Billings (*Provision 71 CFMA*)

IDL fire suppression bills for National Forests and Interior Agencies within the State will be sent to the appropriate office, see *Appendix V*. Anytime the State responds to a federal fire outside of Idaho, the State will submit their billings to the appropriate federal agency. Anytime the State responds to another state's fire, the State will submit their billings to the USFS Intermountain Region billing contact.

Fire Cache costs shall be coordinated between caches within the National Cache System and billed in accordance with the National Cache Manager's billing protocol to ensure consistency. The Coeur d'Alene Interagency Cache is a recognized National Cache, therefore, billing protocols shall be no different than federal caches.

All parties agree that we will not bill each other for costs older than two years from the declared-out date of the incident. Exceptions may be granted if all parties agree.

C. Exchange of Funds

See *Appendix V* Billing Content and *Appendix VI* Billing Contacts, for billing procedures.

GENERAL PROVISIONS

33. Document Library

Documents referenced in this OP may be found on the appropriate Geographic Area Coordination Center and State websites:

Great Basin: <https://gacc.nifc.gov/gbcc/coordinating.php>

Northern Rockies: <http://gacc.nifc.gov/nrcc/index.htm>.

34. Modifications (*Provision 5 CFMA*)

This OP will be reviewed annually for currency and will remain in effect until it is terminated by the mutual consent of all Agencies involved, or superseded by an updated OP. The formal review period for modifications(s) will be provided by March 1st. Agency policy or direction change for any signatory party that affects the CFMA would automatically be modified therein.

BLM Idaho will be responsible for coordinating the review of the OP and documenting agreed upon changes. All parties to operating plan will receive email of minor changes for awareness.

Modifications that are minor in nature will be reviewed annually and concurred to by all parties; new signatures are not required for minor changes to the document.

35. Commencement/Expiration Date (*Provision 4 CFMA*)

This OP is entered into and agreed upon by the Agencies shown as signatories. This OP provides the opportunity to have an operating plan for the life of the agreement versus an annual basis as determined by the signatories upon annual review. If no changes are required the prior year OP will continue into the current year, new signatures will not be required. The current performance period will be commensurate with the current Idaho Cooperative Wildland Fire Management and Stafford Act Response Agreement which is August 30, 2016 to December 31, 2021.

36. Appendices

Appendix I	Selection Table for Serious Accident Investigation Type
Appendix II	Idaho Department of Lands Community and Structure Fire Protection from Wildfires in Idaho
Appendix III	Mobilization of Fire Department Resources for Structure Suppression
Appendix IV	Cost Share Template and Methodologies and Decision Document
Appendix V	Billing & Payment Procedures
Appendix VI	Billing Contacts
Appendix VII	Special Management Considerations
Appendix VIII	BLM Specific Guidelines
Appendix IX	Northwest Compact - Canadian Resources
Appendix X	Supplemental Project Plan
Appendix XI	Offset Protection Exchange

SIGNATURES

This OP is being executed in counterparts, and becomes effective for each signing agency upon the date of their authorized officials signature. It is the responsibility of the signing agencies to ensure appropriate signatures.


Lead Agreement Reviewer Date
USDI, Bureau of Land Management
Idaho State Office


Chief, Bureau of Fire Management Date
Idaho Department of Lands

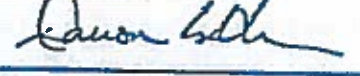

State Fire Management Officer Date
USDI, Bureau of Land Management
Idaho State Office


Contracting Officer Date
USDI, National Park Service
Pacific West Region


Digitally signed by FRANK POWERS
Date: 2019.07.11 10:58:42 -04'00'


Regional Fire Management Officer Date
USDI, National Park Service
Pacific West Region

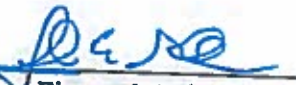

Grants Specialist Date
USDI, Bureau of Indian Affairs
Northwest Region


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


Contracting Officer Date
USDI, Fish and Wildlife Service
Pacific Region


Regional Fire Mgmt. Coordinator Date
USDI, Fish and Wildlife Service
Pacific Region

Signature not required
Grants & Agreements Specialist Date
USDA, Forest Service
R6, Pacific Northwest Region


Director, Fire and Aviation Date
USDA, Forest Service
R6, Pacific Northwest Region


Grants & Agreements Specialist Date
USDA, Forest Service
R4, Intermountain Region


Director, Fire and Aviation Date
USDA, Forest Service
R4, Intermountain Region


Grants & Agreements Specialist Date
USDA, Forest Service
R1, Northern Region


Director, Fire, Aviation Date
USDA, Forest Service
R1, Northern Region

APPENDIX I
SELECTION TABLE FOR DOI / USFS/STATE SERIOUS ACCIDENT INVESTIGATION TYPE

This table outlines how we select the type 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 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, we will consider first the agency affiliation of the victim(s), second the agency with jurisdiction for the fire and third 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	DOI SAI DOI Team Lead USFS Interagency Rep
USFS	USFS	USFS	USFS CRP USFS Team Lead DOI Interagency Rep
DOI	USFS	USFS	DOI SAI DOI Team Lead USFS Deputy
DOI	DOI	USFS	DOI SAI DOI Team Lead USFS Interagency Rep
USFS	DOI	DOI	USFS CRP + DOI MER** USFS Team Lead DOI Deputy
USFS	USFS	DOI*	USFS CRP USFS Team Lead DOI Interagency Rep
Both DOI and USFS	DOI or USFS	DOI	DOI SAI DOI Team Lead USFS Deputy
Both DOI and USFS	DOI or USFS	USFS	USFS CRP + DOI MER** USFS Team Lead DOI Deputy
DOI or USFS	State	State	DOI SAI or USFS CRP based on agency of victim. DOI lead if SAI, USFS lead if CRP. Non-fed agency rep

Agency Affiliation of Victim(s)	Agency with Operational Control	Agency Jurisdiction	Investigation Type Team Lead Deputy or Representative
State	DOI or USFS	DOI or USFS	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	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	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	State FLA protocols
DOI or USFS	State	DOI or USFS	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	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 who has on-site operational supervision and control.

Serious Accident -- An unplanned event or series of events that resulted 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 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

APPENDIX II
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. Great Basin will follow the direction in the Standards for Fire and Fire Aviation (Red Book) and Northern Rockies will use a documented created by the Coordinating Group which documents the shared responsibilities of homeowners, local fire departments and the wildland fire agencies, when wildfires threaten homes and communities.

This document will provide additional clarification to Idaho Department of Lands (IDL) employees and agencies that provide protection for IDL on what is expected of the wildfire agency and what is expected of 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 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 protection of communities by the extinguishment of spot fires on or around the structure. They are also able to take internal suppression actions if needed 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 be able to acquire additional resources to assist with this responsibility either through mutual aid or 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 IDL. Hazardous fuels modification should be done by homeowners and communities before fire threatens them. IDL should encourage these activities to occur. If the local fire department determines these tactics is part of their effort to protect the structures then they will be responsible for these tactics and the cost associated with them.

In summary, standard wildfire tactics should be utilized by IDL to protect structures and communities and the cost of these tactics will be IDL's responsibility. Standard structure suppression equipment and

tactics should be utilized by the local fire department to protect structures and communities and the cost of these tactics will be the local fire department's responsibility.

APPENDIX III
MOBILIZATION OF FIRE DEPARTMENT RESOURCES FOR STRUCTURE SUPPRESSION

IDAHO DEPARTMENT OF LANDS
Emergency Support Function #4

IDL will provide resources to a county (Fire Service Organization, Sheriff, Commissioner, or other official) or tribal agency for structure suppression assistance when a wildland fire threatens structures, as outlined below. This is part of IDL's responsibilities as the primary agency responsible for Emergency Support Function (ESF) #4 in the Idaho Emergency Operations Plan (EOP). The process outlined below describes how IDL will secure the resources.

For IDL to assist, a disaster declaration must be approved by the Governor.

1. County officials need to submit a Request for Assistance to the Idaho Office of Emergency Management (IOEM) through the State Emergency Operations Center (EOC) for the resources needed.
2. If approved, IOEM will mission assign IDL to provide the needed resources.
 - a. IDL will order fire department resources that have current agreements with IDL through the Idaho Cooperative Mobilization Agreement (ICMA). The request will be filled by contacting the appropriate Idaho wildland fire dispatch centers.
 - b. If unable to fill the request through current IDL agreements, IDL will utilize the Idaho Fire Service Resource Response Plan (IFSRRP) to obtain resources.
 - i. Resources obtained thru the IFSRRP will need to obtain an agreement from IDL either prior to mobilization or upon arrival at the incident.
 - ii. Resources must be willing to accept rates and processes as outlined in the current Idaho Cooperative Mobilization Agreement (ICMA).
 - iii. Resources obtained through the IFSRRP will need to obtain a resource order from the wildland fire dispatch center.
 - iv. The IDL Fire Bureau Duty Officer will communicate with dispatch to arrange for resource orders for structure resources.
3. Resources acquired by IDL will be paid by IDL.
4. IDL will submit all costs to IOEM in accordance with mission assignments.
 - a. IDL personnel involved with obtaining, supporting, or paying these resources will track their time for reimbursement from IOEM.
 - b. IDL personnel will utilize assigned project codes specific to their function and the fire they support.

5. If a county or tribal agency mobilized resources without an approved Request for Assistance:
 - a. The county or tribal agency will be responsible for payment of these resources.
 - b. IDL will not be a participant in this process.

**APPENDIX IV
COST SHARE TEMPLATE AND METHODOLOGIES
DECISION DOCUMENT**

1. Cost share agreements are entered into when multiple protection areas are affected and/or the mutual aid period has past. The only exception is when multiple federal wildland fire jurisdictions are affected, no agreement is required.
2. Negotiating cost share agreements within the State of Idaho has been delegated to the respective local Agency Administrators who are employed by parties to the Cooperative Fire Protection Agreement. Cost share agreements are to be documented, including the basis or rationale used.
3. In situations where no costs are shared amongst the parties then the local unit shall document the decisions on either a decision document or a cost share agreement such as a 'You Order You Pay' Cost Share Agreement.
4. Local units will document decisions and rationale used to support the decisions made e.g. who will be financially responsible, who is responsible for what resources, how resources are tracked etc.
5. Costs utilized for finalizing a cost share agreement will be actual costs from agency financial systems.
6. Guidelines, templates, and methodologies specific to Idaho for developing cost share agreements and documenting decisions can be found in their entirety at:
 - a. Northern Rockies Coordinating Group site:
<https://gacc.nifc.gov/nrcc/nrcg/committees/business/toolbox/toolbox.htm>
 - b. Great Basin Coordinating Group site:
[https://gacc.nifc.gov/gbcc/admin/IBCdocs/SUPP6%20CH80 2018 SIGNED.pdf](https://gacc.nifc.gov/gbcc/admin/IBCdocs/SUPP6%20CH80%202018%20SIGNED.pdf)
7. This direction only applies to those partners who are signatory to this agreement. Local units should enter into agreements with local partners where potential joint fire operations may occur. In those situations where no agreement exists, the local unit should enter into an agreement at the time of the incident in conjunction with the cost share agreement.

APPENDIX V

BILLING AND PAYMENT PROCEDURES

This Appendix serves as procedures for the billing and payments in the implementation of the Cooperative Fire Protection Agreement between the State of Idaho, the United States Department of Agriculture, Forest Service, Northern, Intermountain, and Pacific Northwest Regions; the United States Department of The Interior, Bureau of Land Management; Idaho, National Park Service, Pacific West Region Office; Bureau of Indian Affairs, Northwest Region, and Fish and Wildlife Service, Pacific Region.

1. Suppression Billings

- A. The U.S. Forest Service, Bureau of Land Management, Bureau of Indian Affairs, National Park Service, and Fish and Wildlife Service will not bill each other for suppression costs. However, pre-suppression costs, fair sharing for interagency dispatch centers costs, prevention costs, and other fire management costs will be billed in accordance with existing agreements or other written documents.
- B. Parties to this Agreement may opt to use a "Reconciliation Process" for reporting incident costs for all Parties to this Agreement for the purpose of issuing one annual billing to the paying Party. If the Reconciliation Process is not utilized, parties to the Agreement shall utilize the applicable Incident by Incident process.

2. Incident by Incident Process

- A. **Federal Billings by Incident:** Federal Agencies will submit bills for their reimbursable costs to the State whenever the State is the protecting agency and a billing is appropriate.
 - B. **State Billings by Incident:** The State will submit bills for their reimbursable costs to the Federal agencies when a Federal agency is the protecting agency and a billing is appropriate. When the State responds to federal fires outside of Idaho, the State will bill the protecting federal agency. Anytime the state responds to a state fire outside of Idaho, the state may bill all applicable costs to the USFS Region 4.
3. **Severity:** Costs incurred on severity assignments within the State of Idaho will be billed individually to the requesting agency. Severity assignments are reimbursable under the Reciprocal Fire Protection Act.
 4. **Electronic Funds Transfer (EFT):** Notwithstanding any other provision of law, effective January 2, 1999, US Treasury Regulation, Money and Finance at 31 CFR 208.3 requires that federal payments are to be made by EFT unless waived in accordance with specific circumstances set forth in 31 CFR 208.4

In order to receive EFT payments, the payment recipient shall register in System for Award Management (SAM) and are required to validate their information in SAM once per year. The payment recipient is also required to have a Data Universal Numbering System (DUNS) number. The DUNS number is assigned by Dun & Bradstreet, Inc. (D&B) to identify unique business entities. For more information, refer to www.sam.gov.

5. **Payments:** When payment is made by electronic funds transfer (EFT) the paying agency will ensure the billing agency has adequate documentation in order to credit the appropriate bill.
6. **Billing Content:** The following items will be included as a minimum for each bill, noting that a resource order is not always required or available in order for a bill to be valid. Provide as a minimum on each invoice/bill:
 - Cover page for reviewer signatures
 - Billing Agency name, address, phone number, and agency financial contact,
 - Invoice or bill number
 - Agreement number
 - Incident name and number
 - Appropriate FireCode or accounting code
 - Signature and title of agency official
 - Summary cost data for the amount being billed

Summary data may include but is not limited to, a list of personnel, travel, and equipment expenses; and a listing by vendor name and amount spent for supplies and services procured. Generally, cost source documents will not be required unless summary cost data is disputed, or needed to fulfill audit requirements. If individual source documents are requested, each agency that is party to this agreement will agree that those source documents will be provided upon request. For litigated incidents additional documentation may be required.

If categories of source documents are requested, they shall be verified to the following standard:

- A. **Personnel Salary, Travel and Procurements:** Records produced will meet the sample size and Government Accounting Office / President's Council on Integrity & Efficiency (GAO)/PCIE financial standard of 90% confidence level. This standard has a tolerance rate of 5%, see below.

"Sample Size & Acceptable Numbers of Deviations: Use the following table taken from the GAO/PCIE Financial Audit Manual, Pages 450-3 and 450-4 to establish the sample size for the category requested to be verified, Example: Personnel records (category). A random sample of 45 records will be selected and verified. If there are 0 deviations (errors), then the category meets the 90% confidence level. If there are any deviations in the original 45 records, an additional sample of 78 records will be taken. If there are 0 or 1 deviations from that sample, the 90% confidence level will be met. If there are more than 2 deviations, an additional sample of 105 records will be taken and so on until the samples and deviations meet the 90% confidence level or the reviewing unit may request additional documentation based due to the failure to meet the 90% confidence level."

GAO/PCIE Financial Audit Manual - In Section 400 Testing, Use Figure 450.1 Sample Sizes and Acceptable Numbers of Deviations on Page 450-4 (electronically page 14 of the document) can be found at <http://www.gao.gov/special.pubs/01765G/>

- B. **Aviation:** Flight use records will be provided upon request.

C. Billing Cycle

In preparation for final billing of previous calendar year draft estimates are required for obligating government funds.

Timelines:

April 1 - Estimates to all parties

No later than one year past the start date of the incident - Draft Bills will be issued by Federal Agencies.

June 1 – Final IDL bills issued.

D. Billing Due Dates

Agencies will follow their respective laws and regulations for debt collection.

E. Web link for *Debt Collection under Reciprocal Fire Agreements* policy

http://www.fs.usda.gov/detail/r4/fire-aviation/?cid=FSBDEV3_016055

F. Supplemental bills may be issued when necessary.

1. **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 customary dispute resolution processes.
2. **Negligent Fire Billings:** Where a third party may be billed, supporting agencies will provide the protecting agency with an estimate of their costs within 30 days of the request. Actual costs shall be reported to the protecting agency by the deadlines identified in "Billing Cycle, C" above. Cost data from other agencies will be requested through the appropriate State/Regional Incident Business Lead. *See related CFMA Provision #63 Law Enforcement and Negligent Fires and CFMA #54 Suppression and Damage Collection.*
3. **Boundary Fire Billings:** Suppression costs for boundary fires will be prorated using an appropriate cost share methodology within respective fire protection areas as agreed upon by the appropriate agency administrators. The basis for cost allocation will be documented in the cost share agreement and included in the financial settlement files. *See related Agreement Provision #52 Boundary Fires and Appendix IV for a Sample Cost Share Agreement.*
4. **Review/Audit Procedures:** The parties may agree to jointly conduct a review/audit, 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.
5. **Payment for Fee Basis Protection Services:**
 - a. Procurement documents or agreement will establish billing procedures for Fee Basis Protection Services.
6. **Non-Suppression Billings:**

- a. 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. See Appendix X.

7. Reimbursable Costs

- a. Direct Costs, incurred as the result of an incident, when documented, are reimbursable.

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

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

- 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 or any official agency document.
- Operating expenses for equipment assigned to the incident, such as fuel and oil.
- Usage cost of equipment in support of the incident or project, contract equipment costs and operating costs for agency equipment.
- Aircraft, airport fees, retardant base costs including retardant and other fire suppression chemical costs.
- Agency-owned equipment lost, or damaged, by the supporting agency when accompanied by the appropriate agency source documentation, unless damage occurred while traveling to or from an incident, or because of negligence by the supporting agency.
- Charges from the state for state controlled resources such as inmate crews, National Guard, and Fire Service Organizations.
- 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.

- 9. Indirect cost rates.** 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 shall 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.

10. **Payments under Compacts.** Payment for resources ordered under state Compacts will be the responsibility of the State. Federal Agencies will reimburse the State for any Compact resources used on fires which they have the protection responsibility. See related Agreement Provision (CFMA # 18) Compacts and this Appendix V (c), Procedures for Fire Suppression Billings - State Billings.
11. **Payment of Fire Service Organizations.** Fire Service Organizations are cooperators of the State. The State makes payments to the Fire Service Organizations when mobilized under their agreement as outlined in the Idaho Cooperative Mobilization Agreement (ICMA). When FSOs are mobilized through mutual aid agreements, the receiving agency makes payments to the FSO. For structure suppression, refer to Appendix VIII.

The closest IDL or Timber Protective Association office will complete the paperwork for submission to the designated payment office as identified in the FSO Agreement. *See related Agreement Provision #19 Cooperation with Fire Service Organizations.*

12. **Third Party Payments:** Third parties may be utilized for fire management services by the Agencies to this Agreement when agreed to by the affected agencies. Resource orders or other appropriate documentation for third parties' personnel and equipment will be made through and tracked by the parent agency. To receive payment for service rendered, the third party will submit all billing invoices to the parent agency.

**APPENDIX VI
BILLING CONTACTS**

Appropriate bills will be sent to the following agency addresses:

<p>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</p>	<p>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</p>
<p>Idaho Department of Lands <i>Bureau of Fire Management</i> Attn: Accounts Payable 3284 W. Industrial Loop Coeur d'Alene, ID 83815-6021 Phone: 208-666-8639 or 208-666-8682 Fax: 208-769-1524 Email: firebillings@idl.idaho.gov DUNS: 878072685</p>	<p>Fish and Wildlife Service <i>Pacific Region Fire Management</i> Attn: Veronika Klukas 911 NE 11th Ave Portland, OR 97232 Phone: 503 231-6174 Fax: 503-231-6161 Email: veronika_klukas@fws.gov</p>
<p>National Park Service <i>Pacific West Region</i> <i>Fire Management Office</i> Attn: Robert Rivelle 333 Bush Street, Suite 500 San Francisco, CA 94104 Phone: 707-498-1761 Fax: 415-623-2383 Email: robert_rivelle@nps.gov</p>	<p>USDA Forest Service <i>Intermountain Region 4</i> <i>Regional Contact:</i> Marylea Lockard 324 25th Street Ogden, UT 84401 Phone: 801-625-5245 Fax: 801-625-5594 Email: marylea.lockard@usda.gov</p>
<p>USDA Forest Service <i>Northern Rockies Region 1</i> <i>(USFS & State of Montana & North Dakota)</i> <i>Regional Contact:</i> Tracey Nimlos 26 Fort Missoula Rd Missoula, MT 59804 Phone: 406-329-3331 Fax: 406-329-3132 Email: tracey.nimlos@usda.gov</p>	<p>USDA Forest Service <i>Northern Rockies Region 1</i> <i>IPF & NCF Contact:</i> Heather Good 104 Airport Road Grangeville, ID 83530 Phone: 208-983-4096 Fax: 208-983-4099 Email: heather.good@usda.gov</p>

**APPENDIX VII
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 sensitive fish species distribution.

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 stream bottom as improved or constructed control point. If possible, maintain a vegetated buffer between stream channels and fireline. If needed, consult with resource advisor to minimize impacts.
- E. In burnout operations, minimize fire intensity near streams.
- F. Run perpendicular to, not parallel to 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, maximum screen opening size is 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.

<http://www.fs.fed.us/invasivespecies/index.shtml>

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

<http://www.fs.fed.us/invasivespecies/relatedlinks.shtml>

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 shift plan development to assess the potential effects of planned actions.**
- D. After the fire is declared out, a biologist should review suppression and rehab actions to see if tactics and mitigation measures identified in the WFDSS were appropriate and successfully implemented.**

APPENDIX VIII 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.

APPENDIX IX
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 aforementioned, 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 demobed through IDL in Coeur d'Alene to ensure a debriefing and evaluations are completed.

**APPENDIX X
SUPPLEMENTAL PROJECT PLAN TEMPLATE**

Federal Agency Project Agreement No. ^(a) _____

Cooperator Project Agreement No. ^(b) _____

**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 ^(k) _____.
- B. Bill the Federal Agency for actual costs incurred, not to exceed ^(l)\$ _____, 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 ⁽ⁱ⁾ .
- 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 Federal Agency accounting system for work performed. Bills for Collection reflect an aggregate amount for the billing period. Federal Agency Financial Records listing itemized expenses will be provided

upon request at the end of a project or annually for long-term agreements. Provision of the Agency Financial Reports or other supporting documentation accompanying individual bills will be limited to agreements over \$2,500, and only when cooperator requirements are clearly defined within this clause.

The special billing requirements are: ^(s)

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

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

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

^(v)Principal Cooperator Contacts:

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

^(w)Principal Federal Agency Contacts:

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

- B. **LIABILITY.** As set forth under the provisions of the Master Agreement.
- C. ^(s)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. **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. **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.

(dd) _____ (cc) _____
(ff) _____ Date

(hh) _____ (ii) _____
(jj) _____ Date

The authority and format of this agreement have been reviewed and approved for signature.

(mm) _____ Date
Federal Agency Agreements Specialist

APPENDIX XI
Offset Protection Exchange

Idaho Cooperative Fire Protection
For
Offset Protection Exchange
2016

The Idaho Department of Lands (IDL), the Bureau of Land Management (BLM), and the US Forest Service (USFS) exchange full protection on lands throughout Idaho under the provisions of Interagency Cooperative Fire Protection Agreement. (July 2016 and extended through 2021)

The current exchanges for providing fire protection were established under earlier agreements between IDL and the Federal Agencies. Original negotiations and agreement were made approximately thirty years ago and documentation of the process for exchange is lacking.

Conditions, circumstances and better mapping have changed during this period. For better understanding of what and where the "offset acres" are throughout the State, a concerted effort was made by both the State of Idaho and the Federal agencies to provide better and more accurate maps to display where these lands are for management and financial purposes.

The Fire Management Officers and dispatch offices were asking for:

- a- Better maps that displayed where State and Private Forested lands are across the State.
- b- Better maps that displayed where the boundaries are for IDL protection of Federal lands and where the boundaries are for Federal agencies to protect State/Private forested lands and State non-forested lands.
- c- Response areas that show where federal resources could be dispatched to a reported wildfire to assess and then determine if and what kind of management action should be taken to suppress the fire.
(Response areas are mapped to show where "offset acres" and State non-forested lands are on a map and where Federal Agencies can respond to with the support of the State of Idaho to assess and determine if the wildfire possess a threat to State or federal lands, does not affect financial responsibility).

On the attached maps and spreadsheets, "Offset" lands and acres, were identified by combining and summarizing three primary layers of information: 1) Idaho 2014 SMA (ownership), 2) Idaho Fire Protection Boundaries (Feb 2016), and 3) State and Private Forested Lands (state inventory, industrial timber, LANDFIRE US_130_EVT) and ground proofing "forested lands" using google earth and local knowledge.

The agreed upon maps and acres included in this offset agreement display and show;

- a- Federal protection of State/Private forested and State Non-Forested Lands jurisdiction;
- b- IDL protection of Federal land jurisdiction;

The USFS R4 will maintain the data for these maps and any changes will have to be agreed upon by all three agencies before data/maps are changed or modified. (Supporting documentation attached).

The acres protected by IDL were then compared to the total acres protected by the Federal agencies. This comparison shows that IDL protects 3,522 more federal acres than USFS/BLM protects of State Forested Lands. However this does not take into account the 1,434,765 acres of State non-forested (reimbursable) lands that could fall under the responsibility of Federal protection. Following discussions between the three agencies (IDL, BLM, and USFS), it was considered satisfactory for meeting the objective of the agreement. This process provided a reasonable exchange balance and was mutually beneficial to all the agencies.


Bureau of Land Management 12/1/16
Date


USFS Intermountain Region 10/28/16
Date


Idaho Department of Lands 11/10/16
Date


USFS Northern Region 10/31/16
Date

