

**STATEWIDE OPERATING PLAN
Original 2017-2021**

Reviewed Dec.2019 for update 2020-2021

**STATE OF MONTANA
Department of Natural Resources and Conservation (DNRC)**

And the

**UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE (FS)
Northern Region**

And the

**UNITED STATES DEPARTMENT OF INTERIOR
BUREAU OF LAND MANAGEMENT (BLM)
Montana and Dakotas State Office**

**NATIONAL PARK SERVICE (NPS)
Intermountain Region**

**BUREAU OF INDIAN AFFAIRS (BIA)
Northwest and Rocky Mountain Regions**

**FISH AND WILDLIFE SERVICE (FWS)
Mountain-Prairie Region**

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PREAMBLE

This operating plan is prepared pursuant to the Montana Cooperative Fire Management Agreement and Stafford Act Response Agreement (CFMA) signed and dated *December 2016* #17-FI-11015600-010(FS); L17FMA00001(BLM); F1249170001(NPS); 17P00FM0001(BIA NW); 17C00440901(BIA-Rocky Mtn); and USFWS-Mountain-Prairie Region.

This operating plan supersedes the 2017-2021 MT Statewide Operating Plan.

PURPOSE

This Statewide Operating Plan (SOP) is applicable to all signatory agencies (stated above) within the State of Montana. It addresses cooperation, interagency working relationships and protocols, financial arrangements, and joint activities. The Northern Rockies Mobilization Guide (21. CFMA) is considered part of this SOP. The SOP is the working document for the purpose of implementing the Cooperative Fire Management Agreement (CFMA).

Per the CFMA item 20, annual 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. Operating plans will be reviewed annually by March 1st, updated and signed if there are significant changes. If no significant changes are required, the SOP will remain status quo for the current year

RECITALS

National Response Framework activities will utilize 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 or Incident Management Teams.

INTENT

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

Our intent is that all Parties to this Agreement shall:

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

INTERAGENCY COOPERATION

1. Participating Agencies

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

State of Montana (MT)

Department of Natural Resources and Conservation (DNRC)

Central Area (Helena & Dillon Units)	Northwestern Area (Kalispell, Libby, Plains, Stillwater & Swan Units)
Southern Area	Southwestern Area (Missoula, Clearwater & Anaconda Units)
Eastern Area	
Northeastern Area	

United States Department of Agriculture – Forest Service (USDA-FS)

Northern Region

Beaverhead-Deerlodge National Forest	Helena-Lewis and Clark National Forest
Bitterroot National Forest	Kootenai National Forest
Custer Gallatin National Forest	Lolo National Forest
Flathead National Forest	

United States Department of Interior (US-DOI)

Bureau of Land Management- Montana and Dakotas State Office

North Central District (Lewistown, Malta, Glasgow and Havre Field Offices)	Western Montana District (Butte, Missoula and Dillon Field Office)
Eastern Montana/Dakotas District (Miles City and Billings Field Offices)	

National Park Service (NPS) – Intermountain Region

Big Hole National Battlefield	Little Bighorn Battlefield National Monument
Bighorn Canyon National Recreation Area	Nez Perce National Historical Park
Glacier National Park	Yellowstone National Park
Grant-Kohrs Ranch National Historic Site	

Bureau of Indian Affairs (BIA)

Northwest Region

Flathead Reservation

Rocky Mountain Region

Blackfeet Reservation	Crow Reservation
Ft. Belknap Reservation	Ft. Peck Reservation
Northern Cheyenne Reservation	Rocky Boy Reservation

Fish and Wildlife Service (FWS) Mountain-Prairie Region

Benton Lake National Wildlife Refuge (NWR)	Le Metcalf National Wildlife Refuge
Benton Lake Wildlife Management District	Lost Trail National Wildlife Refuge
Bowdoin National Wildlife Refuge	Medicine Lake National Wildlife Refuge
Bowdoin Wildland Management District	Medicine Lake Wetland Management District
Bozeman Fish Technology Center	National Bison Range
Charles M. Russell NWR	Northwest Montana Wetland Mgmt. District
Charles M. Russell Wetland Mgmt. District	Kootenai National Wildlife Refuge

2. Interagency Dispatch and Coordination Centers (21.CFMA)

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

Billings Dispatch (BLM/FS/BIA/State)	Bozeman Dispatch (FS/NPS/State)
Dillon Dispatch (FS/State/BLM/FWS)	Great Falls Dispatch (FS/BIA/State/FWS)
Helena Dispatch (FS/State/BLM)	Kootenai Dispatch (FS/State)
Kalispell Interagency Dispatch (FS/State/NPS/FWS)	
Lewistown Dispatch (BLM/FWS/FS/State)	Miles City Dispatch (BLM/State/FS/FWS/BIA)
Northern Rockies Coordination Center (FS/State/NPS/BLM/BIA/FWS)	Missoula Dispatch (State/FS/BLM/FWS) Bitterroot Dispatch serves interagency

All overtime will be covered by the employing agency. These are not reimbursable costs, unless assigned to a specific incident on a resource order. State employment regulations do not allow exempt state employees to be paid overtime for prescribed fire.

3. Subject Matter Experts for Competed Solicitations

The State will provide employees to serve as subject matter experts, auditors for training providers, equipment inspectors, instructors and provide vehicles as available. The Forest Service will reimburse the State for salary, travel and miscellaneous expenses.

4. Operating Plans (20. CFMA)

Zone and local operating plans are considered supplements to the CFMA. Copies must be sent to the NRCG Executive Assistant by May 15th. These plans when received will be posted on the NRCG website.

5. Local Government Fire Forces (24. CFMA)

The Protecting Agency has the primary responsibility to negotiate with local government fire forces and to develop agreements that clearly establish responsibilities for protection of wildlands and structures within their protection boundaries. Agreements will follow the NRCG Mobilization Guides and NWCG Standards for Interagency Incident Business Management. The State will work with local government fire forces to map local departments’ jurisdictional areas.

Local government fire forces that are not covered under a state or county cooperative agreement cannot be a signatory to a local OP as provided for in this agreement. Individual agreements with these entities can be made between any Federal Agency and a local government fire force.

Dispatching local government fire forces should follow all the protocols stated in the NRCG Mobilization of Local Firefighting Forces (see Appendix II) and Chapter 50 of the Northern Rockies Supplement to the NWCG Standards for Interagency Fire Business Management.

https://gacc.nifc.gov/nrcc/nrcg/committees/business_committee.htm
http://dnrc.mt.gov/divisions/forestry/docs/fire-and-aviation/business/agreements/2019-lgffmob_merged.pdf

6. Fire Wardens (25. CFMA)

Federal agencies who want their employees designated as Fire Wardens will provide those names to DNRC, Fire Protection Bureau.

7. Tribal Resources and Wildland Fire Protection (28. CFMA)

Within the State of Montana, there are federally recognized Indian Tribes with lands held in trust by the Department of Interior (DOI) for the following tribes:

- Blackfeet
- Chippewa Cree
- Crow
- Aaniiih, Gros Ventre, Assiniboine & Nakoda
- Assiniboine & Sioux
- Northern Cheyenne
- Fort Belknap
- Confederated Salish-Kootenai & Ponderay

The tribally managed fire management organization has the role and responsibility to provide wildland fire protection of Indian Trust Lands within the exterior boundaries of their respective Indian Reservation. The BIA role is to support tribally managed fire management organizations with technical assistance, personnel, and financial support for suppression actions on and off their respective Indian Reservations.

In addition to the listed Indian Reservations, there are scattered tracts of Indian Trust Lands belonging to the Turtle Mountain Tribe of North Dakota located in North-Central and North-Eastern Montana.

Within the State of Montana, there are four tribally managed fire management organizations responsible for wildland fire protection on the following Reservations:

- Flathead
- Blackfeet
- Fort Belknap
- Rocky Boy

The DOI BIA manages and oversees the wildland fire protection on behalf of the following Indian Reservations at:

- Crow
- Fort Peck
- Northern Cheyenne

The DOI BIA federal fire management organizations are federal cooperators with the direct wildland fire protection responsibility of Indian Trust Lands with the exterior boundaries for Crow, Fort Peck, and Northern Cheyenne Agencies within the State of Montana.

PREPAREDNESS

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

8. Protection Areas and Boundaries (34. CFMA)

The Protection Areas for each of the above units are depicted in Appendix I and will be reviewed annually at the local level.

Maps and databases that depict wildland protection unit boundaries, lands that have been exchanged for protection purposes and areas that have existing structural fire suppression protection are compiled and maintained by the State. Reciprocal initial attack zones and Special Management Areas will be documented in the zone or local operating plans. Initial attack, mutual aid, or assistance for hire among federal, state and local government entities should be described in local operating plans or in local agreements between federal agencies and local entities.

9. Offset Fire Protection and Suppression (35. CFMA)

The BLM, FWS, Forest Service and the State have negotiated an exchange of protection, which redistributes fire protection responsibilities throughout the state. The exchange is based on acreage and 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 Montana DNRC. Copies will be distributed to participating offset agencies annually.

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* 35. CFMA.

10. Fire Prevention (38. CFMA)

The Agencies will share and jointly work together to deliver fire prevention programs. Activities may include joint press releases, Smokey Bear programs; campaigns such as One Less Spark, One Less Wildfire, and local education programs. The Agencies will share the cost of prevention activities as agreed to and documented in local operating plans or supplemental fire project agreements.

11. Restrictions and Closures Coordination (39. CFMA)

Fire restrictions in the State will be coordinated as per the *2013-2018 Northern Rockies Closures and Restrictions Procedures*. These procedures can be found at:

http://www.fs.fed.us/r1/fire/nrcg/Restrictions_and_Closures.htm

[This document will be updated for 2020 and beyond once approved by NRCG board.](http://www.fs.fed.us/r1/fire/nrcg/Restrictions_and_Closures.htm)

12. Prescribed Fire (40. CFMA)

As per the Agreement, when a planned ignition is declared a wildfire, the management of the wildfire shall be agreed upon by the protecting and jurisdictional agencies and documented in local operating plans.

Prescribed fire and fuel management activities will be addressed in local operating plans or other agreements, or if requested on a detail documented on a resource order. For federal agencies, billing will follow the guidance set in the Interagency Agreement for Fire Management as signed by the federal agency administrators.

13. Smoke Management/Air Quality (41. 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/>

OPERATIONS

14. Response to Wildland Fire (46. CFMA)

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

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

Protecting agencies will share staffing level response to meet jurisdictional agency objectives. These expectations/staffing levels will be discussed between both parties and the expected response will be agreed to annually. Protecting agencies will be expected to be fully staffed from June 1 until September 15 of each year. Protecting agencies will be expected to respond to wildfires outside of these dates as conditions warrant but may not be fully staffed depending on funding. If a protecting agency is not able to provide the resources required for additional staffing outside these dates or to meet additional resource protection requirements for the area due to special management requirements (i.e. additional resource protection requirements protecting sage grouse habitat, special events on jurisdictional agency land, etc.), the jurisdictional agency may provide additional preparedness costs or additional resources to the protection agency. Additional preparedness costs and/resources should be discussed between all agencies involved in offset, to facilitate a balance if necessary, across the state.

15. Wildland Fire Decision Documentation (46. CFMA)

During the fire season, there may be different wildland fire decision documentation processes that are used by the agencies. The Wildland Fire Decision Support System (WFDSS) is used by the federal agencies and the State uses the Incident Situation Assessment (ISA). A wildland fire decision document will be completed by the jurisdictional agency per agency requirements. The wildland fire decision document documents the jurisdictional agency's direction for the specific incident. Periodic assessments by the agency administrator of the wildland fire decision will occur. The jurisdictional agency provides resource-based input to the incoming team through the jurisdictional agency's line officer signature, development of the wildland fire decision document, and presence of a jurisdictional agency resource advisor on the incident. The Delegation of Authority (DOA) will incorporate these planning documents and will clearly communicate the intent of the leader(s). The DOA will be signed by all Agencies based on incident requirement.

16. Delegation of Authority (DOA) (48. CFMA)

Agency jurisdictional authority and fire suppression responsibility will be handled in the following way: the protecting agency has delegated authority for fire suppression responsibility as per the CFMA; the jurisdictional agency maintains all other jurisdictional authority. In the case of an incoming Incident Management Team (Type I, II, III), the protecting and jurisdictional agencies are encouraged to jointly develop and sign the DOA. Processes for developing the DOA will be documented in local operating plans.

17. Cost Share Agreements (49. CFMA)

Negotiation of any cost share agreement will include the use of the cost share agreement template & methodology in *Appendix V* of this SOP. Billing procedures for cost share incidents are outlined in *Appendix III* of the SOP.

18. Structure Fire Protection (50. CFMA)

NRCG has developed guidelines for Community and Structure Fire Protection. These guidelines should be used in setting expectations for community and structure fire protection as well as providing leader's intent in any DOA. Any time structure protection activities occur, the decisions, actions taken, and financial responsibilities should be documented.

19. Determination of Cause and Preservation of Evidence (51. CFMA)

As initial action is taken on a fire, the initial attack forces will preserve information and evidence pertaining to the origin and cause of the fire regardless of jurisdiction.

Protecting and jurisdictional agencies shall render mutual assistance in the gathering of evidence. If the cause is determined to be human or unknown, the Incident Commander will request a wildland fire investigator (INVF) through Dispatch. The investigating and/or protecting agency will provide the fire investigation report and associated files to the jurisdictional agency in a timely manner.

The jurisdictional agency of a human caused wildfire's origin will be the lead agency on all fire trespass and litigation matters following that agency's policies. The lead jurisdictional agency

will work with supporting agencies to collect costs (including supporting documentation) and distribute any collections that may be received following each agency's policy.

USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES

20. Accident Investigation (56. CFMA)

The initial notification of an 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-VI* outlines how to select the type of investigation that will be used for serious accident involving the DOI, USFS, or the State of Montana.

21. Unmanned Aircraft System (UAS)

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

22. Incident Traffic Control and Signing

The State maintains a Memorandum of Understanding (MOU) with the Montana Department of Transportation (MDOT) for traffic control and signing during incidents. The MOU provides a framework for cooperation to provide for the reasonably safe and efficient movement of road users through or around temporary traffic control (hereinafter "TTC") created by incident management activities, while reasonably protecting workers, incident management responders and equipment. The agencies may utilize MDOT resources per the MOU. Requests for MDOT resources will be ordered through the local dispatch center and documented on a resource order. Federal agencies will reimburse the State for any MDOT resources used on incidents in which they have the protection responsibility. The MOU can be found at: <http://dnrc.mt.gov/forestry/fire/business/agreements.asp>

The agencies agree to use the *USDA Forest Service Incident Sign Installation Guide (July 2005)* for all incidents.

23. Severity (Exhibit D, Part I, Section C CFMA)

Upon agreement by both the jurisdictional and protecting agency, severity resources from the jurisdictional agency can augment the protecting agency resources.

GENERAL PROVISIONS

24. Modifications (5. CFMA)

This SOP 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 1. Agency policy or direction change for any signatory party that affects this agreement would automatically be modified therein.

Modifications that are minor in nature including changes to principal contact information, billing information, etc. will be reviewed annually and concurred to by all parties; however new signatures will not be required.

In the interest of efficiency, modifications to the agreement will be distributed electronically for hard copy signature. Signatory officials should initially respond with an electronic signature and date, followed by mailing their original hard copy signature to the lead agency facilitating the modification. Once all hard copy signatures have been obtained, an electronic version of the modification will be emailed to the principal contacts as listed in the Agreement, Exhibit B. Copies of the hard copy signatures will be made available to the agencies upon their request.

25. Commencement/Expiration Date (4. CFMA)

This SOP is entered into and agreed upon by the agencies shown as signatories. This SOP is effective until the expiration of the Agreement, December 31, 2021 or if modified before.

26. Appendices

Appendix I -- Exchange of Protection Areas

Appendix II – NRCG Mobilization of Local Firefighting Forces

Appendix III - Billing and Cost Recovery Procedures

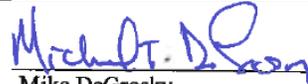
Appendix IV – Billing Contacts

Appendix V – Northern Rockies Cost Share Template and Methodologies, Decision Document

Appendix VI - Serious Accident Investigation Table

SIGNATURES

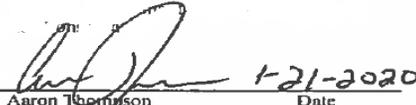
This SOP is being executed in counterparts and becomes effective for each signing agency upon the date of their authorized officials' signature. It is the responsibility of the signing agencies to ensure appropriate signatures.

 2-13-20

Mike DeGrosky Date
Chief, Fire Protection Bureau
Montana Department of Natural Resources and
Conservation

 01/21/2020

Contracting Officer Date
USDI, Bureau of Land Management
Montana and Dakotas

 1-21-2020

Aaron Thompson Date
State Fire Management Officer
USDI, Bureau of Land Management
Montana and Dakotas

Contracting Officer Date
USDI, National Park Service
Intermountain Region

JEREMY LUSHER Digitally signed by JEREMY LUSHER
Date: 2020.02.14 12:25:29 -0700 14 Feb 2020

Jay Lusher Date
Regional Fire Management Officer
USDI, National Park Service
Intermountain Region

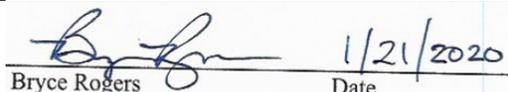
 1/23/2020

Contracting Officer Date
USDI, Bureau of Indian Affairs
Northwest Region

 1/24/2020

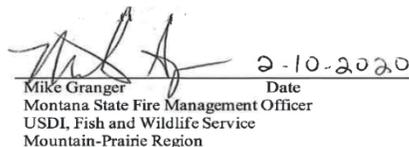
Bryan Mercier Date
Regional Director
USDI, Bureau of Indian Affairs
Northwest Region

Contracting Officer Date
USDI, Bureau of Indian Affairs
Rocky Mountain Region

 1/21/2020

Bryce Rogers Date
Regional Fire Management Officer
USDI, Bureau of Indian Affairs
Rocky Mountain Region

Contracting Officer Date
USDI, Fish and Wildlife Service
Mountain-Prairie Region

 2-10-2020

Mike Granger Date
Montana State Fire Management Officer
USDI, Fish and Wildlife Service
Mountain-Prairie Region

MATTHEW GORDON Digitally signed by
MATTHEW GORDON
Date: 2020.01.24
10:31:01 -0700

Agreements Specialist Date
USDA, Forest Service, Northern Region

 January 23, 2020

Ralph Rau Date
Director, Fire, Aviation and Air
USDA, Forest Service, Northern Region

APPENDIX I
Exchange of Protection Areas

Due to the large volume of data, the most current/historical information and complete listing of protected lands by protecting agency are on file at Montana Department of Natural Resources and Conservation. The information will be updated as changes occur, e.g. land exchanges, protection exchanges. Electronic data for all agencies is filed at Montana DNRC.

APPENDIX II
NRCG Mobilization of Local Government Firefighting Forces

Guidelines in this document apply when Local Government Fire Forces apparatus, equipment, and personnel are hired by NRCG agencies within Montana. The current document in its entirety can be found at: <http://dnrc.mt.gov/forestry/fire/business/agreements.asp>

Specific details on the procedures can be found in the above document and the Northern Rockies Supplement to Chapter 50 of the *NWCG Standards for Interagency Incident Business Management* https://gacc.nifc.gov/nrcc/nrcg/committees/business_committee.htm.

APPENDIX III Billing & Cost Recovery Procedures

This Appendix serves as further explanation for the financial provisions as identified in Exhibit D of the Cooperative Fire Management Agreement.

1. Billing Documentation Standard

Invoice:

Each fire will be billed individually.

Billing Content:

Billings for fire suppression assistance will not include administrative charges.

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

- Agency name, address, phone number, and agency financial contact
- Invoice or bill number
- Agreement number
- Incident name, year and number
- Location and jurisdictional unit
- Appropriate Fire Code or charge code.
- Summary cost data for the amount being billed.

Expense Summary/Cost Report:

Along with the invoice, a summary of actual expenses (summary cost report) will be generated by the agency financial system to display the invoiced charges. Aircraft detail reports will be included with the summary reports. A personnel listing and resource order numbers (if applicable) will also be included if not a part of the summary reports.

MT DNRC will use applicable LGFF equipment rates, state rates and actual personnel costs for the purposes of billing other agencies and other entities for fire suppression services. Those rates can be found in the Northern Rockies Supplement to Chapter 50 of the NWCG Standards for Interagency Incident Business Management available at https://gacc.nifc.gov/nrcc/nrcg/committees/business_committee.htm.

Invoice should also indicate if this was a cost share fire and include a copy of the cost share agreement.

Cost Source Documents:

Cost source documents will not be required unless summary items are 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 and FEMA incidents, additional cost source documentation may be required to validate costs or facilitate the identification of costs incurred during the FEMA declaration period.

To establish confidence levels in interagency bills, a cooperator agency may request source documents for up to 25% of fires billed for the year.

To establish review consistency, upon mutual agreement of the agencies involved, the following review standard will be invoked for large fires that produce numerous accounting records. The agencies will agree upon a sample size based on the number of records, as well as the method for selection samples, to apply to Government Accounting Office (GAO/PCIE) financial standard of 90% confidence level. This standard has a tolerance rate of 5%. See table taken from pages 450-3 and 450-4 of the GAO/PCIE Financial Audit Manual dated July 2008 (provided at the end of the Appendix).

For personnel salary, travel, and procurements, a record is an individual employee (all accounting lines for each employee's base, benefit, overtime, hazard, etc. will be considered one record), a travel voucher, or any procurement. For aviation, a record is the flight use document.

2. Fire Suppression Billing Provisions (*Exhibit D of the CFMA*)

Federal Billings:

Federal agencies will not bill each other for fire suppression support. Federal agencies will submit bills to the State whenever the State is the protecting agency or a partner in a cost share agreement.

State Billings:

Anytime the State responds to a federal fire inside or outside of Montana, the State will submit their billings to the respective protecting agency's billing contact listed in Appendix IV. When the State responds to a state fire outside of Montana, the State will submit their billings to the US Forest Service if they do not have a direct agreement with the state in which the fire occurred.

The State of Montana has entered into an Interstate Mutual Aid Agreement for Wildland Fire Management Assistance with Idaho, South Dakota, North Dakota and Oregon. The agreement facilitates the coordination and direct exchange of personnel, equipment, supplies and services and the means to bill each other directly.

Minimum Billing Thresholds:

Minimum Billing Thresholds between the protection agency and supporting agency are as follows:

\$5,000 for all bills between the State of Montana and federal agencies.

The protection agency will not be required to reimburse the supporting agency for costs incurred until the supporting agency's total costs of suppression actions exceeds the limit listed above. The Minimum Billing Threshold will only apply for responses within the state. For cost share fires, the minimum billing threshold applies to the total expended by the billing agency prior to the cost share percentages being applied.

All bills for support outside of Montana will not be subject to the Minimum Billing Threshold and will be sent to the appropriate billing contact, see *Appendix IV of this SOP*.

Billing Cycle:

Billing deadlines set forth herein are intended to encourage prompt billing and failure to meet them shall not be construed as a release or waiver of claims for reimbursement against another party. Should any costs surface after the 7/31 billing date, the receiving agency will be notified, and a supplemental bill(s) issued.

4/15

Agencies provide estimated fire bills to the responsible agency.

4/15 – 7/1	The field will review the estimated fire bills and detailed transaction registers to validate fire costs.
6/1	For State fiscal year end accrual purposes, Federal Agencies will furnish the State with an estimated amount due for any bills remaining un-issued.
7/1	Interagency cooperators approve preliminary bills.
7/31	Final bills issued.

Cost Recovery:

The parties will adhere to their agency authority, policy and protocol for cost recovery actions. Where appropriate, both state and federal agencies should coordinate with each other on actions to recover costs.

Boundary Fire Billings:

Suppression costs for boundary fires will be documented via a cost share agreement based on a mutually agreeable methodology.

Severity:

Costs incurred on severity assignments within the state of Montana will be billed individually to the ordering agency. Severity assignments are reimbursable under the Reciprocal Fire Protection Act.

Third Party Payments:

Third parties may be utilized for fire management services, as authorized by law, 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 (one who is a signatory to the Agreement) agency. To receive payment for service rendered, the third party will submit all billing invoices to the parent agency.

Cost Share Agreements (CSA) (49. CFMA):

See *Appendix V* of this SOP for specific cost share templates and methodology.

Unless otherwise specified in the CSA, billing for cost share fires will occur as follows:

Federal agencies signatory to the CSA will apply the State’s percentage as delineated in the CSA to the federal agency’s costs and bill for that amount. The State will bill each federal agency their respective percentage (as delineated in the CSA) of the State’s total costs.

Supporting federal agencies who are not signatory to the CSA may bill the State for the State’s percentage (as delineated in the CSA) of the supporting agency’s total costs.

3. Billing Procedures for Stafford Act Responses: (*Exhibit E of the CFMA*)

Billing Estimates/Time Frames:

The billing agency should submit a bill for reimbursement according to the billing cycle identified in Section 2. If the total cost is not known at the time of this billing, an estimate or a partial bill, so identified, may be submitted.

Billing Procedures for Stafford Act Responses:

Transfers performed for this agreement are under the Disaster Relief Act, 42 U.S.C. §5147. This agreement is automatically incorporated by reference into any resource order that is issued under it, constituting a binding obligation.

Reimbursement payments for all-hazard incident response activities will be accomplished by submission of billings, which are inclusive of copies of the resource orders that reflect the mission assignment, requested services and goods, and the expenditure back-up documentation, to the primary Emergency Support Function (ESF) agency, which will review and approve the documentation. The Forest Service will reimburse sub tasked agencies and include those costs in the Forest Service billing to FEMA>

Federal Reimbursable Assistance:

Federal reimbursable assistance resources must be requested by the primary ESF Federal Agency or supplied through established dispatch systems and must be recorded by the Mission Assignment and subsequent resource ordering process. Resources not documented in this manner are not reimbursable.

Funds to cover eligible expenses for reimbursement for federal agencies in accordance with 44 CFR 206 subpart A, section 206.8 paragraph c include:

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

State/Tribal Reimbursement Process:

State/Tribal Reimbursement refers to those resources that are to be reimbursed by the primary ESF federal agency. State/tribal reimbursement resources must be requested by the primary ESF federal agency or supplied through established dispatch systems and must be recorded by the Mission Assignment and subsequent resource order process. Resources not documented in this manner are not reimbursable.

Funds to cover eligible expenses will be provided through and limited by reimbursement from FEMA. Expenditures eligible for reimbursement include:

- Wages, overtime travel and per diem of state/tribal personnel
- Wages, overtime, travel and per diem of temporary state/tribal personnel assigned solely to performance of services directed by the FEMA Associate Administrator or the FEMA Regional Administrator in the major disaster
- Cost of work, services and materials procured under contract for the purpose of providing assistance directed by the FEMA Associate Administrator or the Regional Administrator.
- Cost of materials, equipment and supplies (including transportation, repair and maintenance) from regular stocks used in providing directed assistance.

- All costs incurred which are paid from trust, revolving or other funds and whose reimbursement is required by law.
- Other costs submitted by an agency with written justification or otherwise agreed to in writing by the FEMA Associate Administrator or the FEMA Regional Administrator and the agency.

Bills will be identified by incident name, date, mission assignment (MA) location, jurisdictional unit, and supported by documentation to include but not limited to: separate invoice by MA; list of personnel expenses including base, overtime and travel; and supplies/services procured by vendor name and dollar amount, and administrative charges may be applied.

4. Non-Suppression Billings:

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

Billing Procedures for Other Fire and Aviation Management Activities:

Billings for preparedness, prevention, prescribed fire, and other fire and aviation protection activities will be addressed in individual operating or project financial plans. Agencies may bill one another for preparedness and other fire activities, and administrative charges may be applied. Other provisions described above pertaining to suppression billings also apply to billings for other fire activities.

Fee Based Services:

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

5. General Provisions:

Payment Due Dates:

All bills will have a payment due date of 60 days after they are issued. If payment cannot be made within the 60-day period, a 30-day extension, with written justification, can be requested. Agencies will follow their respective laws and regulations for debt.

Disputed Billings:

All discrepancies in the bill will be resolved during the preview process and prior to a final bill being issued. If agencies cannot resolve bill discrepancies, then a written notice should be mailed to the billing agency within 30 days of the review deadline. Contested items will be resolved no later than 60 days following receipt of the written notice.

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.

Each party to this agreement shall provide the following information in the operating plan:

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

Sample Size & Acceptable Numbers of Deviations taken from the GAO/PCIE Financial Audit Manual dated July 2008:

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.08 To determine the sample size, the auditor uses professional judgment to determine three factors:

- Confidence level;¹
- Tolerable rate (maximum rate of deviations from the prescribed control that the auditor is willing to accept without altering the preliminary control risk); and
- Expected population deviation rate (expected error rate).

Once the auditor determines these factors, the auditor may use computer software (such as IDEA) to determine sample size and to select samples for testing. The auditor may also use FAM Tables I and II below in figure 450.1 to determine sample size and to evaluate test results.

Figure 450.1: Sample Sizes and Acceptable Numbers of Deviations

(90% Confidence level)

Table I
(Tolerable rate of 5%)

(Use for determining sample sizes in all cases)

Sample size	Acceptable number of deviations
45	0
78	1
105	2
132	3
158	4

Table II
(Tolerable rate of 10%)

(Use for evaluating sample results only if preliminary assessment of control risk is low and deviations exceed Table I)

Sample size	Acceptable number of deviations
45	1
78	4
105	6
132	8
158	10

The auditor may use FAM Table I to determine the sample sizes necessary to support the preliminary assessments of controls in all cases and to conclude on the effectiveness of the controls. The auditor may use FAM Table II to evaluate sample results only when the

preliminary assessment of financial reporting control risk is low and the number of deviations found exceeds the acceptable number of deviations from FAM Table I.

¹ The probability associated with the precision, that is, the probability that the true misstatement is within the confidence interval. This is not the same as assurance.

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The AICPA has other examples in its guidance, and FAM Table factors are within the range of the AICPA examples and are statistically valid. If an auditor chooses to use factors other than FAM Tables I and II, the auditor should consult with the statistician.

- .09 FAM Tables I and II are based on a 90 percent confidence level. The auditor generally uses this confidence level for sampling control tests because the auditor generally obtains additional satisfaction on controls through other audit tests such as substantive procedures, inquire, observation, and walk-throughs.

- .10 FAM Tables I and II are each based on different tolerable rates. FAM Table I is based on a tolerable rate of 5 percent, and FAM Table II is based on a tolerable rate of 10 percent. Each table shows various sample sizes and the maximum number of deviations that may be detected in each sample to rely on the controls at the determined control risk level.

**APPENDIX IV
Billing Contacts**

Appropriate bills will be sent to the following agency addresses:

<p>BLM Bureau of Land Management Montana/Dakotas State Office Attn: Sarah J. Lee 1299 Rintop Drive Billings, MT 59105 Phone: 406-896-2915 Fax: 406-896-2954 Email: sjlee@blm.gov</p>	<p>Bureau of Indian Affairs Northwest Region Regina Hoffmann 911 NE 11th Ave Portland, OR 97232 Phone: 503-231-6800 Fax: 503-221-6774 Email: regina.hoffmann@bia.gov</p>
<p>Bureau of Indian Affairs Rocky Mountain Region Attn: Amanda Boatright 2021 4th Avenue North Billings, MT 59101 Phone: 406-247-7949 Fax: 406-247-7921 Email: amanda.boatright@bia.gov</p>	<p>Fish and Wildlife Service US Fish and Wildlife Service Attn: Mike Granger PO Box 110 Lewistown, MT 59457 Phone: 406-538-8706 Fax: 406-538-7521 Email: mike_granger@fws.gov</p>
<p>National Park Service Intermountain Region Attn: Christine Peters National Interagency Fire Center Boise, ID 83708 Phone: 208-387-5211 Email: christine_peters@nps.gov</p>	<p>State of Montana MT Department of Natural Resources and Conservation Attn: Joanne Marceau 2705 Spurgin Road Missoula, MT 59804-3199 Phone: 406-542-4252 Fax: 406-542-4217 Email: jmarceau@mt.gov</p>
<p>USDA Forest Service – Region 1 Regional Contact: Tracey Nimlos 26 Fort Missoula Road Missoula, MT 59804 Phone: 406-329-3331 Email: tracey.nimlos@usda.gov</p>	

APPENDIX V
Northern Rockies
Cost Share Template and Methodologies
Decision Document

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

<https://gacc.nifc.gov/nrcc/nrcg/committees/business/toolbox/toolbox.htm>

Under Cost, select the appropriate document:

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

**APPENDIX VI
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, the USFS and the State of Montana. In order to meet the original intent of the 1995 Interagency MOU, when either the DOI Serious Accident Investigation (SAI) or the USFS Coordinated Response Protocol/Facilitated Learning Analysis (CRP/FLA) are used, the other agency will provide a representative to the SAI or CRP team.

Each incident/accident is unique, and all partners recognize a need to work together and recognize one another's protocols and preferences. When possible, 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	<ul style="list-style-type: none"> • Investigation Type • Team Lead • Deputy or Representative
DOI	DOI	DOI	<ul style="list-style-type: none"> • DOI SAI • DOI Team Lead • USFS Interagency Rep
USFS	USFS	USFS	<ul style="list-style-type: none"> • USFS CRP • USFS Team Lead • DOI Interagency Rep
DOI	USFS	USFS	<ul style="list-style-type: none"> • DOI SAI • DOI Team Lead • USFS Deputy
DOI	DOI	USFS	<ul style="list-style-type: none"> • DOI SAI • DOI Team Lead • USFS Interagency Rep
USFS	DOI	DOI	<ul style="list-style-type: none"> • USFS CRP + DOI MER** • USFS Team Lead • DOI Deputy
USFS	USFS	DOI*	<ul style="list-style-type: none"> • USFS CRP • USFS Team Lead • DOI Interagency Rep
Both DOI and USFS	DOI or USFS	DOI	<ul style="list-style-type: none"> • DOI SAI • DOI Team Lead • USFS Deputy
Both DOI and USFS	DOI or USFS	USFS	<ul style="list-style-type: none"> • USFS CRP + DOI MER** • USFS Team Lead • DOI Deputy
DOI or USFS	State	State	<ul style="list-style-type: none"> • DOI SAI or USFS CRP based on agency of victim. • DOI lead if SAI, USFS lead if CRP. • Non-fed agency rep

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

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

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

Definitions:

Agency Jurisdiction – land ownership.

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

Operational Control – the lead agency 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: Montana DNRC 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