

**MONTANA COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD
ACT RESPONSE AGREEMENT (2017-2021)**

Between

UNITED STATES DEPARTMENT OF THE INTERIOR

**BUREAU OF LAND MANAGEMENT
MONTANA AND DAKOTAS STATE OFFICE
L17FMA00001**

**NATIONAL PARK SERVICE
INTERMOUNTAIN REGION
F1249170001**

**BUREAU OF INDIAN AFFAIRS
NORTHWEST AND ROCKY MOUNTAIN REGIONS
17P00FM0001 / 17C00440901**

**UNITED STATES FISH AND WILDLIFE SERVICE
MOUNTAIN-PRAIRIE REGION
(agreement number)**

**UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE
NORTHERN REGION
17-FI-11015600-010**

**STATE OF MONTANA
DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION
(agreement number)**

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I) BY THE FOLLOWING AUTHORITIES:

Federal

- Reciprocal Fire Protection Act of May 27, 1955, as amended (69 Stat. 66; 42 U.S.C. §1856a)
- Robert T. Stafford Disaster Relief and Emergency Assistance Act of May 22, 1974 (P.L. 93-288; 42 U.S.C. §§ 5121-5207, as amended)
- Homeland Security Act of 2002 (P.L. 107-296; 6 U.S.C. §§ 101-629)
- Homeland Security Presidential Directive-5 (HSPD-5) (February 28, 2003)
- Post-Katrina Emergency Management Reform Act of 2006. (P.L 109-295, 120 Stat. 1355)
- National Indian Forest Resources Management Act (P.L. 101-630, Title III; 25 U.S.C. §§ 3101-3120) (Interior Agencies)
- Service First, Section 330 of the Department of the Interior and Related Agencies Appropriations Act of 2001, Pub. L. 106-291, 114 Stat. 996, 43 U.S.C. sec. 1701 note, as amended (FS, Interior Agencies)
- Department of the Interior and Related Agencies Appropriations Act, 1999 [1998?], as included in P.L. 105-277, section 101(e);
- Federal Land Policy and Management Act of Oct. 21, 1976, (P.L.94-579; 43 U.S.C. §§ 1701-1787)(BLM)
- NPS Organic Act (54 U.S.C. § 100101) (NPS)
- National Wildlife Refuge Administration Act of 1966 (16 U.S.C. 668dd-668ee, as amended) (FWS)
- National Wildlife Refuge System Improvement Act of 1997 (P.L. 105-57; 16 U.S.C. §§ 668dd-668ee) (FWS)
- National Forest Management Act of 1976 (16 U.S.C. §§ 1600-1687) (FS)

State

- Mont. Code Ann. § 76-13-104. Requires the State to ensure the protection of land under state and private ownership and to suppress wildland fires on land under state and private ownership. Authorizes the State to, during declared emergencies, employ personnel and incur costs as necessary. Requires the State to establish and maintain fire control training programs. Requires that the State appoint fire wardens. Provides for the adoption of administrative rules by the State.
- Mont. Code Ann. § 76-13-105. Authorizes the State to provide for forest fire protection of any non-forest lands and improvements. Requires forest fire protection of all land classified as forest land.
- Mont. Code Ann. § 76-13-136. Authorizes the State to cooperate with owners or lessees of farm, range, forest, watershed, or other uncultivated lands in private and public ownership for the protection from fire of the cultivated agricultural crops or natural resources existing or growing on the land.
- Mont. Code Ann. § 76-13-202. Authorizes the State to provide for wildfire protection of any wildlands either by it, by contract or by any other feasible means, in cooperation with any federal, state, or other recognized agency.
- Mont. Code Ann. § 76-13-212. Authorizes the State to provide wildland fire protection on lands that are not classified as forest land and are not within a wildland fire protection district.
- Mont. Code Ann. § 77-5-103. Requires the State to take any action authorized by law to prevent and extinguish wildland fires on state-owned timberland.

- Admin. R. Mont. 36.10.119 through 36.10.204. The administrative rules that implement Mont. Code Ann. §§ 76-13-104, 76-13-105, 76-13-136, 76-13-202, and 76-13-212.

II) PARTIES TO THE AGREEMENT

The Parties to this Agreement are:

- The State of Montana, Department of Natural Resources and Conservation, hereinafter called the “State”, and
- The United States Department of Agriculture Forest Service, Northern Region, hereinafter called the “USFS”; and
- The United States Department of the Interior, National Park Service, Intermountain Region, hereinafter called the “NPS”; and
- The United States Department of the Interior, Fish and Wildlife Service, Mountain-Prairie Region, hereinafter called “FWS”; and
- The United States Department of the Interior, Bureau of Indian Affairs, Northwest and Rocky Mountain Regions, hereinafter called the “BIA”; and
- The United States Department of the Interior, Bureau of Land Management, Montana and Dakotas State Office, hereinafter called the “BLM” and
- The USFS, NPS, FWS, BIA, and the BLM may hereinafter be jointly called the "Federal Agencies."
- The Federal Agencies and State signatory to this Agreement will hereinafter be referred to as the "Parties” or “Parties to this Agreement."

III) PURPOSE

The purpose of the Montana Cooperative Wildland Fire Management and Stafford Act Response Agreement (hereinafter called the “Agreement”) is to document the commitment of the Parties; identify conditions to improve efficiencies; and facilitate the coordination and exchange of personnel, equipment, supplies, services, and funds for wildland fire management and Presidential/Stafford Act-declared emergencies and major disasters.

This Agreement documents the commitment of the Parties to work together in all wildland fire management such as: prevention, preparedness, communication and education, fuels treatment and hazard mitigation, fire planning, response strategies, tactics and alternatives, suppression and post-fire rehabilitation and restoration. The Parties will establish standard procedures and processes for implementing the terms of this Agreement through the adoption of Statewide Operating Plans (“SOPs”) (see Item 20).

This Agreement also provides for the coordination of Presidential/Stafford Act-declared emergencies or major disasters. The National Response Framework (NRF) applies to all federal departments and

agencies that may be requested to provide assistance or conduct operations during Presidential/Stafford Act declared emergencies or major disasters. These events also require a coordinated response by an appropriate combination of State and Tribal entities, along with the Federal Agencies. This Agreement documents the commitment of the Parties to provide cooperation, resources, and support to the Secretary of Homeland Security and Administrator of the Federal Emergency Management Agency (FEMA) in the implementation of the NRF, as appropriate and consistent with their own authorities and responsibilities.

This Agreement does not preclude participating agencies from entering into agreements for fire protection on lands under the jurisdiction of non-participating agencies. If non-participating agencies have lands with no fire protection resources, participating agencies may assist that agency in stopping a wildfire from moving onto their protection area. In absence of an agreement, the participating agencies are not required to suppress a wildfire on non-participating agency lands. Initial attack agreements can be entered into with Local Governments by any Agency.

The inclusion of the following vision and goals from the National Cohesive Strategy will assist Montana in being aligned with other states and geographic areas in broad wildland fire practices. To safely and effectively extinguish fire, when needed; use fire where allowable; manage our natural resources; and as a Nation, live with wildland fire.

The primary, national goals identified as necessary to achieving the vision are:

- Restore and maintain landscapes: Landscapes across all jurisdictions are resilient to fire related disturbances in accordance with management objectives.
- Fire-adapted communities: Human populations and infrastructure can withstand a wildfire without loss of life and property.
- Wildfire response: All jurisdictions participate in making and implementing safe, effective, efficient risk-based wildfire management decisions.

IV) TERMINOLOGY, EXHIBITS AND SUPPLEMENTS

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

In the event of a conflict, the applicable definitions for the response type, i.e., wildland fire vs Stafford Act responses, will take precedence. For wildland fire, that is the *NWCG Glossary of Wildland Fire Terminology*, found on the “Publications” page of the National Wildfire Coordinating Group web-page (<http://www.nwcg.gov>, or by direct link at <http://www.nwcg.gov/glossary/a-z>), and Stafford Act Response terminology corresponds to the FEMA NIMS glossary, available at in the NIMS document (downloadable at https://www.fema.gov/pdf/emergency/nims/NIMS_core.pdf).

1. Incorporation of Exhibits into Agreement

The following exhibits are hereby incorporated into this Agreement:

Exhibit A	Glossary of Terms
Exhibit B	Principal Contacts
Exhibit C	Operating Plan Template

Exhibit D	Incident Business Direction
Exhibit E	Use and Reimbursement for Stafford Act Shared Resources
Exhibit F	Supplemental Fire Project Agreement

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

2. Acknowledgement of Supplements to the Agreement

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

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

Any inconsistencies between this Agreement and Supplements to this Agreement, Operating Plans, Supplemental Fire Project Agreement, and Cost Share Agreements shall be resolved by giving precedence in the following order:

1. This Agreement
2. Statewide Operating Plan
3. Local Operating Plan
4. Cost Share Agreements
5. Supplemental Fire Project Agreements

V) PERIOD OF PERFORMANCE

- 4. Commencement/Expiration:** This Agreement shall be effective and in effect for five years, beginning from the date of the last signature and ending December 31, 2021, unless extended.
- 5. Modifications:** Modifications within the scope of this Agreement shall be made by mutual consent of the Parties to the Agreement, by the issuance of a written modification, signed and dated by all Parties to the Agreement, prior to any changes being performed. No Party is obligated to fund any changes not properly approved in advance. SOPs will be developed and modified in the manner described in Item 20- Operating Plans.
- 6. Termination:** Any Party to the Agreement shall have the right to terminate its participation under this Agreement by providing one-year advance written notice to the other Parties.
- 7. Annual Review:** If deemed necessary, prior to March 1st, representatives of the Parties to the Agreement will meet and review matters of mutual concern. Operating plans, at all levels, will be reviewed annually. If necessary, operating plans will be revised.
- 8. Previous Agreements Superseded:** This Agreement supersedes the following: Montana Cooperative Fire Management and Stafford Act Response Agreement, Agreement Numbers: F1249100007, 14-48-60130-11-K001 and 11-FI-11015600-006, executed between the Parties on February 17, 2011.

Existing supplemental agreements and/or operating plans may remain in effect to the extent that they do not conflict with the provisions of this Agreement, but only until such time that all activities and conditions covered by those agreements or plans can be incorporated into geographic, statewide, or sub-geographic area operating plans provided for under this Agreement.

VI) RECITALS

9. Lands for which the State is responsible for wildland fire protection in Montana and the lands for which the respective Federal Agencies are responsible, are intermingled or adjacent in some areas, and wildland fires on these intermingled or adjacent lands may present a threat to the lands of the other;
10. The Parties to this Agreement maintain fire protection and fire management organizations and wish to improve efficiency, effectiveness and limit duplication in wildland fire management;
11. It is to the mutual advantage of the Parties to this Agreement to coordinate efforts on all wildland fire management activities including but not limited to: prevention, detection, suppression, training, aviation, unplanned and prescribed fire, and fuels management.
12. It is the intent of the Parties to this Agreement that State resources be available to assist in fire management activities on all federal lands, and on other lands upon which the Federal Agencies are responsible to protect or provide support, including other States and internationally.
13. It is the intent of the Parties to this Agreement that federal resources be available to assist in fire management activities on all State protected lands.
14. The USFS, BLM, BIA, NPS, and FWS have entered into a national Interagency Agreement for Wildland Fire Management to cooperate in all aspects of fire management.
15. It is noted that local fire resources are often mobilized within a state pursuant to a separate state MOU or agreement with local fire departments or fire organizations, with reimbursement handled according to the terms detailed within that MOU or agreement.
16. The responsibilities outlined in this Agreement pertain to wildland fire management activities (includes education, prevention, preparedness and prescribed fire, etc.) and Stafford Act Responses as defined in *Exhibit A-Glossary of Terms*.
17. State emergency declarations and responses for all hazard and non-Stafford Act responses are outside the scope of this Agreement.
18. The reciprocal and mutual aid commitments of the Parties to this Agreement shall be distinguished as one or both of the following:
 - a. **Jurisdictional Agency** - The agency having land and/or resource management responsibility as provided by federal, state or local law. Under no circumstances may a jurisdictional Agency abdicate legal responsibilities as provided by federal or state law.
 - b. **Protecting Agency** – The agency responsible for providing direct incident management within a specific geographical area pursuant to its jurisdictional responsibility or as specified and provide by contract, cooperative agreement, etc.

- c. **Supporting Agency** - An Agency providing suppression or other support and resource assistance to a protecting agency.

In consideration of the reciprocal and mutual aid commitments herein made, the parties agree as follows:

VII) INTERAGENCY COOPERATION

19. Northern Rockies Coordinating Group (NRCG): NRCG provides oversight, coordination, and recommendations for all interagency wildland fire management activities within the Northern Rockies, which includes Montana, as described in the NRCG Charter. NRCG is comprised of the Department of Interior Agencies: BLM, NPS, BIA, FWS; USFS; the States of Montana, North Dakota and Idaho; Montana Fire Warden’s Association; Montana Sheriffs and Peace Officers Association; and the Montana State Fire Chief’s Association.

20. Operating Plans: Operating plans will be developed using *Exhibit C - Operating Plan Template*, at a statewide, or sub-geographic area level, as appropriate, and will tier to this Agreement. Operating Plans may be written for more than one year, but should be reviewed annually, and will be subject to modifications, as warranted. No Operating Plan tiered to this Agreement should be written beyond the expiration date of this agreement. The following operating plans are listed in descending order of precedence:

- a. **Statewide Operating Plans (SOP)** - A plan generated at the state level that identifies and establishes standard procedures and processes across all Agencies for implementing the terms of this Agreement. SOPs will be developed and/or reviewed by March 1 of each year this Agreement remains in effect. The fire directors of each Agency are authorized to develop and approve SOPs.
- b. **Zone or Local Operating Plans (OP)** - A plan generated at the zone or local level that identifies and establishes standard procedures and processes such as but not limited to: local dispatching procedures, initial attack, and communications. For implementing the terms of this agreement, Local Agency Administrators are responsible for the development and approval of Local OPs. Local Ops will be developed and/or reviewed annually. *See Exhibit C – Operating Plan Template.*

The State will incorporate county fire protection chapters into each zone and or local OP as appropriate. This will define relationships between Federal, State and County protection entities. Mobilization of Local Government Fire Forces will be completed in accordance with the NRCG Mobilization of Local Firefighting Resources Guide.

Local zone plans must be written in accordance with the terms and conditions of the Agreement and SOP.

21. Interagency Dispatch and Coordination Centers: The Parties to this Agreement agree to maintain, support, and participate in interagency dispatch and geographic coordination centers. Staffing, funding, and level of participation will be agreed to and documented in OPs and/or appropriate mobilization guides. The Northern Rockies Mobilization Guide (NRMG) will be the primary document to identify approved policy and procedures for dispatching fire resources.

The Parties to this Agreement recognize the Northern Rockies Coordination Center (NRCC), as the Geographic Area Coordination Center (GACC) for Montana. The Parties to this Agreement

will coordinate, mobilize and demobilize emergency management resources through the GACC as appropriate. Parties to this Agreement are not precluded from independent movement of their own resources.

It is intended that interagency dispatch center managers employed by 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.

- 22. Interagency Resources:** Interagency funding, staffing, and utilization of resources and facilities will be pursued when an interagency approach is appropriate and cost effective. Shared staffing and funding will be commensurate with each Party's use of resources, will be agreed to and shall be documented in a Supplemental Fire Project Agreement or included in operating plans, and will be subject to the availability of appropriations.

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

- 23. National Incident Management System:** The Parties to this Agreement will operate under the concepts defined in the National Incident Management System (NIMS). In implementing these concepts, Parties to this Agreement will be expected to follow the National Wildfire Coordinating Group's (NWCG) minimum standards as defined in the *Wildland Fire Qualifications Systems Guide* (PMS-310-1).

During initial attack, all Agencies accept each other's training and qualifications, and equipment standards. Once jurisdiction is established during extended attack, PMS 310-1 Standards and NRCG Equipment standards will prevail.

- 24. Cooperation with Local Government Fire Forces:** Local government fire forces are made available to the Federal Agencies through the State within the Northern Rockies geographic area. Cooperation with local government fire forces at the city or county government level is desirable. Local Cooperative Fire Agreements for wildland fire protection involving local government fire forces should be coordinated with the State in order to provide for continuity and to ensure the proper assignment of responsibilities in accordance with State law. Except to ensure compliance with State law and a general compliance with similar agreements that are in place elsewhere, it is not intended for the State to initiate the local agreements or serve as a primary entity in addition to the agreeing parties. To avoid duplication of negotiating separate agreements with several local fire departments, local fire departments may be included in local operating plans provided the State is a signatory.

The State is only responsible for the cost of a county or local fire department response in specific instances. Fires, or portions of fires, occurring on county or local fire department protection areas are generally the responsibility of that organization; and the organization is responsible for the costs unless the State has agreed to provide assistance.

- 25. Fire Wardens:** The State will appoint Fire Wardens as appropriate and as authorized by state law.

- 26. Montana Department of Corrections Resources:** In order to be reimbursed for the cost of work performed by any person serving a term of imprisonment, the State must have a written agreement with the Montana Department of Corrections that addresses the provision of assistance

by persons serving terms of imprisonment and the cost for the assistance. The Federal Agencies shall, upon receipt of the State's billing, reimburse the State for the costs of assistance. *See Exhibit D – Incident Business Direction.*

27. Montana National Guard Resources: The State will make every effort to maintain an agreement for the utilization of National Guard Resources. All orders for Montana National Guard resources for use on wildland fires shall go through the NRCC, who shall order through the Montana Department of Military Affairs, Division of Disaster and Emergency Services. The Federal Agencies shall, upon receipt of the State's billing, reimburse the State for the costs of assistance. *See Exhibit D – Incident Business Direction.*

28. Tribal Resources and Wildland Fire Protection: Tribal resources may be available for use under this Agreement through the use of existing Bureau of Indian Affairs/Tribal cooperative arrangements. In such instances, the cooperative arrangement will be incorporated in to the local operating plan or Supplemental Fire Project Agreement by reference.

The wildland fire protection responsibility for Indian Trust Lands is held by the DOI, Bureau of Indian Affairs (BIA). Federally Recognized Indian Tribes and Organizations can request to manage functions and services of the Department of Interior under Public Law 93-638, Indian Self-Determination and Education Assistance Act, as Amended, most notably BIA functions and services. An Indian Tribe and/or Organization can request to contract a function and/or service from the BIA through Indian Self-Determination Specialist as defined by the Act.

29. Critical Incident Stress Management Peer Team: The Northern Rockies Incident Stress Management (CISM) Peer Team is available to any of the Northern Rockies Agencies to assist in any critical incident management situation. This group is supported by the NRCCG Coordinating group to assist in providing support and assistance to employees during critical or traumatic events as well as provide training on dealing with traumatic stress. The process for ordering a team is defined in the Northern Rockies Mobilization Guide.

Other cooperative agreements that are in effect and will guide the Parties in their responses under this Agreement include the following:

30. Cooperative Fire Protection Agreement and Aerial Fire Depot AOP is the annual operating and financial agreement between all Parties to this Agreement regarding the staffing of personnel of the Aerial Fire Depot (AFD) to perform wildland fire management support and activities. The AFD are Forest Service-owned facilities located in Missoula, Montana. The staffing positions support interagency cooperative fire management operations in the Northern Rockies Geographic Area. These activities are within three groups: Northern Rockies Coordination Center (NRCC), Northern Rockies Cooperating Group (NRCCG), and the Northern Rockies Training Center (NRTC).

31. Canada/United States Reciprocal Forest Fire Fighting Arrangement (CIFFC/NIFC): The Governments of Canada and the United States have agreed to operational guidelines that assure both parties of assistance from the other in wildfire suppression. The two key executive agents in this agreement are the National Interagency Fire Center (NIFC) and its Canadian equivalent, the Canadian Interagency Forest Fire Center (CIFFC). The five federal wildland fire agencies are signatories. This agreement is implemented through an annual operating plan. The plan functions to facilitate mutual assistance in wildland fire between Canada and the United States of America. This plan does not override or supersede any existing cooperative wildland firefighting arrangements such as border agreements.

32. British Columbia & NW United States Wildland Response Border Arrangement:

This arrangement is to provide the framework under which wildfire management activities, initial response, mutual aid and planning allows for cooperative pre-suppression and wildfire protection along the United States and British Columbia International Border. US signatories are USFS, BLM and NPS. The NIFC/CIFC Arrangement is the main agreement that is used to mobilize resources for large fire support while the BC Arrangement is primarily for IA support.

33. Compacts:

- a. The **Northwest Compact** is an agreement between the provincial and territorial wildfire agencies in western Canada (Yukon, British Columbia, Northwest Territories, Saskatchewan, and Alberta) and the State wildfire agencies in the northwestern United States (Alaska, Washington, Oregon, Idaho and Montana). The Compact is an operational agreement to provide greater flexibility in the exchange of firefighting resources and information, between the member agencies, outside established mobilization agreements. The State will be the lead Agency for ordering resources under the Northwest Compact. All resources will be documented on a resource order through the Northern Rockies Coordination Center (NRCC).
- b. The **Emergency Management Assistance Compact (EMAC)** was established to allow interstate assistance between member states prior to the need for resources unavailable in state. The purpose of EMAC is to provide support to local jurisdictions in the event of a large-scale emergency or disaster when the resources needed exceed those available in state.

Prior to requesting assistance from EMAC member states, there must be an active Governor's approval that will be initiated by the State Emergency Coordination Center (SECC) and will be sent to the Governor's Chief of Staff. Upon approval by the Governor, requests will then be forwarded to another EMAC state(s). The SECC will approve all EMAC resource orders and requests. All EMAC resource requests will be processed using the official EMAC Resource Request Form in addition to the National Wildfire Coordinating Group (NWCG) Resource Order Forms. All private, local and state resources must be exhausted before requesting EMAC resources. Refer to the Emergency Management Assistance Compact Guidebook and Standard Operating Procedures.

VIII) PREPAREDNESS

34. Protection Areas and Boundaries: Annually, the Agencies will agree upon wildland fire protection responsibilities for lands within their respective jurisdictions. Protection areas, as defined by boundaries, will be mapped and or described, and made a part of the SOP. The State will incorporate areas defined as county protection. The Agencies, as applicable, will provide to each other annually by March 1 a listing of areas that are to be protected by another Agency for the current year.

35. Methods of Fire Protection and Suppression: One agency may provide fire protection services on lands under the jurisdiction of another, within their authority and as authorized by law. The following are different methods to provide those services:

- a. **Reciprocal (Mutual Aid) Fire Protection:** As deemed appropriate, the Agencies may, by agreement and documented in Operating Plans, establish reciprocal initial attack zones for lands of intermingled or adjoining protection responsibility. Within such zones, a Supporting Agency will, upon request or voluntarily, take initial attack action in support of the Protecting Agency.

The Protecting Agency will not be required to reimburse the Supporting Agency for costs incurred following the initial dispatch of all resources to the fire for the duration of the mutual aid period. The length of the mutual aid period should not exceed 24 hours and will be documented in the Zone or Local Operating Plan.

- b. **Reimbursable (Cooperative) Fire Protection:** The Protecting Agency may request suppression resources of other Agencies for its protection work. Such resources shall be paid for by the Protecting Agency. *See Exhibit D, IV. – Reimbursable Costs.*
- c. **Offset (Exchange) Fire Protection:** Agencies may exchange responsibility for fire protection for lands under their jurisdiction. Offset areas will be documented in Operating Plans. Equitability of the exchanges will be monitored and determined at the statewide level. If an imbalance exists, the Protecting Agency will work with the Jurisdictional Agencies to determine an equitable balance or resolution.

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

- d. **Contract (Fee Basis) Fire Protection:** For an agreed upon fee, one Agency may assume fire protection responsibilities on lands under the jurisdiction of another Agency. The terms and conditions of such arrangements must be included in local agreements and/or Operating Plans.
- 36. Supplemental Fire Project Agreements (Joint Projects and Financial Plans):** The Parties to this Agreement may, by agreement and documented in a Supplemental Fire Project Agreement, jointly conduct cooperative projects, within their authority and as authorized by law, to maintain or improve their fire management services and activities. These projects may involve such activities as prescribed fire/fuels management, preparedness, fire analysis/planning, rehabilitation, training, prevention, public affairs, and other beneficial efforts in support of interagency fire management. Agency Administrators are responsible for the development and approval of these agreements (plans). *See Exhibit F – Supplemental Fire Project Agreement.*
- 37. Burn Permits:** Burning permit procedures, where applicable, will be included in Local Operating Plans per the Montana Fire Rules and Regulations found in Administrative Rules of Montana (ARM).
- 38. Fire Prevention:** The Parties to this Agreement will support fire prevention planning and cooperative activities at local and statewide levels. Joint fire prevention activities will be incorporated into Operating Plans or Supplemental Fire Project Agreements. Agencies are encouraged to pool resources and share costs of wildland fire prevention activities.
- 39. Fire Restrictions and Closures:** Fire restrictions and closures will be coordinated through NRCG, consistent with the laws applicable to each Agency. Interagency guidelines for implementing restrictions and closures are established by NRCG. For implementation purposes, NRCG has developed restrictions and closure areas. Local Agency Administrators are responsible for developing and implementing an Area Restrictions and Closure Plan. This plan

will be reviewed annually.

- 40. Prescribed Fire and Fuel Management:** The Parties to this Agreement agree to cooperate in the development and implementation of prescribed fire and fuels management.

Any Party to this Agreement may provide assistance to another Party 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 in Operating Plans or the Supplemental Fire Project Agreement.

Wildfires resulting from an escaped prescribed fire that are ignited by the Jurisdictional Agency will be the financial responsibility of that Jurisdictional Agency. Once it is declared a wildfire by the Jurisdictional Agency, the Protecting Agency will be responsible for the management of the fire. If the Agencies agree to conduct a multi-jurisdictional prescribed fire, the responsibility for suppression costs, should it escape, shall be agreed upon and documented in the Supplemental Fire Project Agreement. *See Exhibit D – Incident Business Direction and Exhibit F – Supplemental Fire Project Agreement.*

- 41. Smoke Management:** The Parties to this Agreement in Montana are members of the Montana/Idaho State Airshed Group. As such, they will abide by the policies, procedures and financial obligations outlined in the Airshed Group's Operating Guide and Annual Financial Plan and The Montana-Idaho Interagency Smoke Management Coordination Strategy.
- 42. Training:** The Parties to this Agreement will cooperate in fire management and aviation training. This should include: training scheduling, course development, course presentation, and the selection of trainees. As applicable, training will meet PMS 310-1 standards. Local government fire forces will be included in this cooperative approach whenever practical.

IX) OPERATIONS

- 43. Closest Forces Concept:** The guiding principle for dispatch of initial attack suppression resources is to use the closest available and appropriate resource regardless of which Party owns or controls the resources, and regardless of which Agency has protection responsibility.
- 44. Boundary Line Fires:** A boundary line fire, as defined in *Exhibit A-Glossary of Terms*, will be the initial attack responsibility of the protecting Agencies on either side of the boundary. Neither Agency will assume the other Agency is aware of the fire or that the other Agency will take action. Each Agency will make every reasonable effort to communicate with the other concerning the fire. When protecting agencies have arrived, the agencies will mutually agree to the designation of an Incident Command organization.

When a fire burns on both sides of a protection boundary, except under the conditions of reciprocal fire protection or voluntary independent action a Cost Share Agreement may be prepared and approved for all actions.

- 45. Independent Action:** Except as otherwise limited in statewide operating plans, nothing herein shall prohibit any Party, on its own initiative and without reimbursement, from going upon lands under the jurisdiction or protection of another Party to this Agreement to engage in suppression of wildfires, when such fires are an imminent threat to lands under that Party's protection responsibility. In such instances, the Party taking action will promptly notify the Jurisdictional

and Protecting Agency. Actions taken will be consistent with the pre-planned objectives and special management considerations for the area in which the fire occurs. See *Item 46- Response to Wildland Fire* below.

- 46. Response to Wildland Fire:** All actions taken on a fire will be consistent with the Jurisdictional Agency's pre-planned objectives for the area in which the fire occurs and the terms of this Agreement. Jurisdictional Agencies will coordinate with Protecting Agencies on response expectations and land management requirements.

Under Montana Statute, the State's response to wildland fire is fire suppression. Federal wildfires that are not human-caused may be managed for multiple objectives in accordance with land and resource management plans. These areas and the process for managing the fire will be documented in local operating plans. This may require the Jurisdictional Agency to fulfill certain fire management responsibilities.

Adjacent fire protection entities, including state and local government, should be consulted about fire management strategies utilized in these areas, and share in the decision making process whenever possible. When a wildfire or that portion of a wildfire being managed to maintain and/or enhance resources, spreads to a protection area where it is not wanted, costs for that portion only will be assumed by the jurisdictional agency(s) who established the objective.

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.

Agency policy requires that a decision document be completed for all fires. Responsibility for development of the decision document shall be the joint responsibility of the Agency Administrators from the Jurisdictional Agency and the Protecting Agency of all affected Agencies. The decision documentation process will be described in local OPs.

Protection responsibilities have been exchanged throughout Montana to promote efficiencies and reduce multi-agency response efforts. In areas where protection has been given to the State or another federal agency, the jurisdictional agency is not expected to provide suppression resources unless agreed to in writing between the local agencies involved. In these areas, jurisdictional agencies should not enter into suppression agreements with local departments or counties where they do not have protection responsibility.

- 47. Conflict Resolution:** The Parties commit to clear and frequent communication regarding leader's intent, decision space, resource management objectives and requirements, and communication expectations. Communication opportunities may include, but are not limited to, pre-season meetings; briefings, de-briefings, after action reviews and other communication opportunities during the fire season, as well as after-action-reviews and other lessons learned efforts in the post-season.

In the event that a dispute should arise out of, or in relation to, this Agreement, representatives of the involved parties will communicate directly, and attempt resolution at the lowest, local level.

Should resolution between local representatives of the involved parties not succeed, the involved parties will elevate the task of resolving the dispute to the next level of management in each respective agency for negotiation between representatives of each party who have authority to settle the relevant dispute. Should representatives of the parties fail to resolve the dispute at the local, district or forest level; the involved parties will transfer the task of resolving the dispute to the State and Regional Fire Directors for prompt resolution. The appropriate State and Regional Fire Directors will attempt, in good faith, to resolve the dispute through negotiations with the intent to resolve the matter at the close of the first meeting. If it cannot be resolved with the Regional and State Fire Directors, then the issues will be elevated to the Regional and State Agency Representatives. However, the intent to resolve the matter in a single meeting should not preclude either continuing or future negotiations, if desired.

48. Delegation of Authority: A Delegation of Authority will be used to transfer authority and manage actions on an incident from the Agency Administrator to the Incident Commander. The Protecting Agency and the appropriate Agency Administrator from the Jurisdictional Agency will jointly develop the Delegation of Authority. These processes will be documented in local OPs.

49. Cost Share Agreement: Whenever multiple protection areas are affected due to the location of a fire, it is mandatory to develop and implement a Cost Share Agreement. The Statewide Operating plan addresses how the Parties to this Agreement will handle cost-sharing for wildland fires that spread from one agency's protection to another.

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

50. Structure Fire Protection and Suppression: Each Party to this Agreement will follow their own agency policy and guidelines for structure fire protection and suppression.

51. Determination of Cause and Preservation of Evidence: The Protecting Agency is responsible for investigating and determining the cause of the fire. The Protecting Agency will notify the Jurisdictional Agency as soon as possible if the fire may potentially be a trespass fire. All cost related to those activities will be the responsibility of the Protecting Agency. The Jurisdictional Agency may conduct an investigation into cause and may pursue costs related to suppression, resource damage and area emergency resource rehabilitation.

52. Suppression Damage and Rehabilitation: Any damages and rehabilitation related to operational activities are the responsibility of the Protecting Agency. The Jurisdictional Agency must be involved early in this process to assure all concerns and issues are identified and mitigated in a timely manner. If rehabilitation of land or natural resources damaged by wildland fire is deemed necessary by the Jurisdictional Agency, it is the responsibility of the Jurisdictional Agency to pursue rehabilitation damages and costs unless otherwise agreed to in writing.

53. Purchaser, Contractor, Operator, Permittee, Etc., Fires: The Protecting Agency will notify the Jurisdictional Agency of any fire suspected to have been caused by a purchaser, contractor, operator or permittee, etc., of the Jurisdictional Agency as soon as it becomes aware of the situation. Parties to the Agreement will meet to determine a cost recovery process as outlined in Cost Recovery clause.

54. Fire Reports: On incidents where the Protecting Agency is not the Jurisdictional Agency, the Protecting Agency will furnish a copy of the fire report to the Jurisdictional Agency within the timeline required by the Jurisdictional Agency. This may vary from five to fifteen days after the

fire is declared out and will be documented in local operating plans.

- 55. Stafford Act Response:** In the event of a presidential disaster declaration the Agencies may assist one another under the provisions of this Agreement as long as the requested resources are available.

For Stafford Act responses, procedures and requirements established in the National Response Framework (NRF) shall be utilized by Parties to this Agreement to authorize and accomplish any required response or support tasks. Any Party requesting support pursuant to a Stafford Act response shall issue written instructions and funding limitations to any Party providing cooperation, resources or support. Mobilization activities will be accomplished utilizing established dispatch coordination concepts pursuant to the current National Interagency Mobilization Guide.

- 56. Accident Investigations:** The initial notification of an accident involving equipment or personnel is 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. The Statewide Operating Plan outlines how to select the type of investigation that will be used for serious accidents involving the DOI, USFS, or the State of Montana.

- 57. Length of Assignments:** Incident Commanders and Agency Administrators shall adhere to rest and rotation guidelines described in the Interagency Incident Business Management Handbook and any Northern Rockies Supplements.

- 58. Licensing:** Drivers and equipment operators will hold appropriate operating licenses to meet state and federal laws and employing agency regulations and policies. Employees of the Parties to this Agreement accept each other’s standards and may operate each other’s vehicles provided the operator is qualified by the current operating guidelines and training requirements of their own Agency.

- 59. Aviation Operations:** The Agencies agree to cooperate in the use of aviation resources to foster effective and efficient use of aircraft and personnel. All aviation activities shall be conducted in accordance with each Agency’s aviation manuals, guidelines, policies, and directives; applicable Federal Aviation Regulations (FAR’s) and Public Laws. Operational procedures will be agreed to and documented in the Statewide Operating Plan and/or Northern Rockies Mobilization Guide.

- 60. Communication Systems:** The Parties to this Agreement may mutually agree to allow one another the use of communications systems such as radio frequencies, computer system access, data transmission lines, and communication sites when there is a mutual benefit to the Parties to this Agreement. Such agreement shall be approved only by Agency authorized personnel and in accordance with agency laws, regulations and policies governing security of systems and facilities.

- 61. Equipment, Supplies, and Cache Items:** There is recognition that wildland fire suppression

will often involve the use of equipment, supplies and cache items. When equipment, supplies and cache items are checked out (such as pumps, hoses, nozzles, etc.), the receiving agency will be billed for replacement and/or refurbishing cost as appropriate. The Fire Cache has the ability to refurbish and repair many items, and will refurbish equipment for service as the first option. Items that are beyond cost effective repair will be replaced and the receiving agency will be billed for those costs.

Equipment transported or operated by Supporting Agency personnel in transit to or from an incident is considered under the control of the Protecting Agency. Equipment damaged while under the control of the Protecting Agency will be repaired at the expense of the Protecting Agency unless damage occurred because of negligence by the Supporting Agency.

When arrangements are made with a transportation service provider to deliver equipment, the Agency making arrangements for the transportation should ensure that the transportation service provider will be responsible for all loss and damage to equipment consigned on the bill of lading until received by the consignee.

- 62. Fire Weather Systems:** The State will be permitted to use federally owned weather data processing systems including but not limited to the BLM Lightning Page, Wildland Fire Management Information (WFMI), and the Weather Information Management System (WIMS). State users should obtain individual user names and passwords where applicable. The use of shared accounts is discouraged.

The Parties will cooperate in the gathering, processing, and use of fire weather data including the use of remote automatic weather stations (RAWS). If deletions or addition to the RAWS network are necessary, the effected Parties will jointly evaluate the proposed deletions or additions in an effort to benefit all Parties. The Parties will agree in writing to those deletions or additions. If new RAWS are added to the network the agency adding the station will contact Northern Rockies Predictive Services to obtain a WIMS ID. Costs for the operation and maintenance of RAWS and Montana Department of Transportation weather stations shall be set forth in the Operating Plan. All RAWS that are utilized for Fire Weather shall meet NWCG standards as defined in the Interagency Wildland Fire Weather Station Standards and Guidelines.

The Parties to this agreement agree to cooperate and coordinate the utilization of Incident Meteorologist services to support responses to wildfires, as described within the Interagency Agreement for Incident Meteorological (IMET) Services in response to state requested Assistance of Wildland Fire Management (IMET Agreement) between the National Weather Service (NWS) and Forest Service. The Agencies will follow the provisions described in the IMET Agreement, along with any procedures detailed within the SOP.

- 63. Cooperative Law Enforcement Agreements:** The USFS has entered into numerous Cooperative Law Enforcement Agreements with County Sheriff's Departments and other entities throughout the State of Montana. These agreements are authorized under the provisions of the Cooperative Law Enforcement Act of August 10, 1971, P.L. 92-82, 16 U.S.C. 551a. This authority is specific to the USDA USFS. The purpose of these agreements is to enhance State and local law enforcement in connection with activities on national forest system lands and provide for reimbursement to the law enforcement entity for the intensified portion of this effort. When the USFS is the Protecting Agency, law enforcement Cooperative Law Enforcement Agreements may be utilized. Other agencies are not authorized to utilize these agreements.

The NPS and FWS maintain cooperative agreements with local law enforcement agencies for the

purposes of mutual assistance and enhancement dealing with emergency events, including wildland fire.

64. Appropriated Fund Limitation: Nothing in this Agreement shall be interpreted as involving the Agencies in any contract or other obligation for the future payment of funds in excess of that approved and made available for payment under Supplemental Project Agreement. In addition, any commitment of funds pursuant to this agreement is subject to each Agencies appropriation laws, policies, regulations and limitations.

65. Billing Procedures: The Parties agree to follow the policies and procedures detailed in the Statewide Operating Plan.

66. State to State Response: Should a State Party to this Agreement intend to utilize the assistance of the Forest Service to seek State reimbursement for amounts expended for resources and services provided to another State for the management and suppression of wildfire, that State shall agree to meet the obligations and requirements as detailed in the Statewide Operating Plan. Should a State Party to this Agreement intend to utilize the assistance of the Forest Service to accept the reimbursement amounts expended for resources and services provided from another State, and have the Forest Service pay that amount to the State seeking reimbursement, that State shall agree to meet the associated reimbursement obligations and requirements, including any reasonable administrative fees, as agreed upon and detailed in the Statewide Operating Plan.

67. Stafford Act Use and Reimbursement: The Use and Reimbursement for resources when responding under the Stafford Act shall be governed by the provisions contained in the Statewide Operating Plan.

X) GENERAL PROVISIONS

68. Personnel Policy: Employees of the Agencies shall at all times be subject only to the laws, regulations, and rules governing their employing Agency, and shall not be entitled to compensation or other benefits of any kind other than specifically provided by the terms of their employment.

Recognizing that personnel issues may cross agency boundaries under this Agreement, the signatory Agencies agree to assist each other in resolution of personnel issues which involve employees of different signatories engaged in cooperative efforts under this Agreement. The Agency whose employee initiates a personnel issue shall take the lead in resolving the issue and other signatory Agencies whose personnel may be involved in the issue shall cooperate in the resolution at the request of the lead agency.

69. General Services Administration (GSA) and Defense Logistics Agency (DLA): The State and its qualifying partners may order wildfire protection equipment and supplies from GSA's Federal Supply Service or DLA. The State will serve as the coordinator for non-federal agencies and be responsible for all costs. The Forest Service will serve as the primary contact for GSA.

70. Mutual Sharing of Information: Subject to applicable state and Federal rules and regulations, including the Privacy Act, Parties to this Agreement may furnish to each other, or otherwise make available upon request, such maps, documents, GIS data, instructions, records, and reports including, but not limited to, fire reports, public information releases, and investigation and law enforcement reports as either Party considers necessary in connection with the Agreement.

71. Claims: Parties to the Agreement shall each be responsible for their own losses arising out of the performance of this Agreement. Each party will process losses and damage or injuries in accordance with the agency's authority and policy.

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

Claims from vendors for property loss or damage arising under, or related to, contracts must be submitted to a contracting officer at the incident or issuing office. Only contracting officers are authorized to settle these claims. The Protecting Agency will coordinate and forward as appropriate if no contracting officer is available.

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

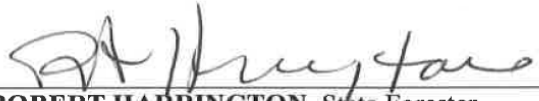
72. Nondiscrimination: The Agencies shall, to the extent legally permitted and/or required, comply with all Federal and State statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive orders, regulations, and policies. These include, but are not limited to, Sections 119 and 504 of the Rehabilitation Act of 1973 as amended, which prohibits discrimination on the basis of race, color, religion, sex, age, national origin, marital status, familial status, sexual orientation, participation in any public assistance program, or disability.

73. Record Retention: Any records related to the implementation of this Agreement should be retained by the Parties in accordance with their agency regulations and policies unless otherwise directed by the Protecting or Jurisdictional Agency.

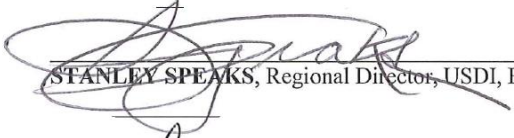
74. Principal Contacts: The principal contacts for this Agreement are listed in Exhibit B. The principal contacts will make themselves available at mutually agreeable times, for continuing consultation to discuss the conditions covered by this Agreement.

75. Authorized Representatives: By signature below, all signatories to this agreement certify that the individuals (Agency Representative, Agency Administrator, Unit Administrator) listed in this document are authorized to act in their respective areas for matters related to this Agreement.

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




ROBERT HARRINGTON, State Forester
State of Montana, Department of Natural Resources and
Conservation
Date 1-18-17



STANLEY SPEAKS, Regional Director, USDI, Bureau of Indian Affairs, Northwest Region
Date 2-21-17




DARRYL LACOUNTE, Regional Director
USDI, Bureau of Indian Affairs, Rocky Mountain Region
Date 1-27-2017



DONATO J. JUDICE, Acting State Director
USDI, Bureau of Land Management, Montana and Dakotas
Date 1/23/2017

JAMIE E. CONNELL, State Director, USDI, Bureau of Land Management, Montana and Dakotas



NOREEN WALSH Regional Director
USDI, Fish and Wildlife Service, Mountain-Prairie Region
Date January 17, 2016




For **SUE MASICA**, Regional Director
USDI, National Park Service, Intermountain Region
Date 1-27-17

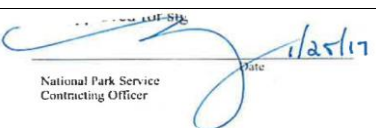


LEANNE M. MARTEN, Regional Forester
US, Forest Service, Northern Region
Date 1/9/17

The authority and format of this Agreement has been reviewed and approved for signature.



Bureau of Indian Affairs – Rocky Mountain Region
Contracting Officer
Date 1-30-17



National Park Service
Contracting Officer
Date 1/25/17

Bureau of Indian Affairs – Northwest Region Contracting Officer

US Fish and Wildlife Services, Contracting Officer

Bureau of Land Management Grants Management Officer



Teresa Johnson
US Forest Service Grants and
Agreements Specialist
Date Jan. 5, 2017

MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT

Exhibit A Glossary

Administrative Charges: Indirect administrative costs that cannot be readily identified with specifically financed programs and functions.

Authorized Representatives: Agency officials who are signatory to this Agreement, as follows: Montana Department of Natural Resources and Conservation, State Forester; Bureau of Land Management, State Director; USDA Forest Service, Regional Forester; Bureau of Indian Affairs, Regional Director; National Park Service, Regional Director; US Fish & Wildlife Service, Regional Director.

Agency Administrator (Local or Unit): Field unit Agency officials who have jurisdictional responsibilities for Agency lands. Agency officials who are signatory to zone and local OPs such as: Montana Department of Natural Resources and Conservation, Area Manager; Bureau of Land Management, Field Manager; USDA Forest Service, Forest Supervisor; Bureau of Indian Affairs, Superintendent; National Park Service, Park Superintendent; US Fish and Wildlife Service, Refuge Manager.

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

Boundary Line Fire: Fire occurrences on lands of intermingled and/or adjoining protection responsibilities where the exact location of the fire or boundary has not been determined.

Once the exact location of the fire is determined in relation to the protection boundary, it ceases to be a boundary fire.

Closest Forces Concept: Dispatch of the closest available appropriate resources, regardless of the Agency, for initial attack or for extended attack.

Cooperator: Local agency or person who has agreed in advance to perform specified fire control services and has been properly instructed to give such service.

Contract (Fee Basis) Fire Protection: Where one Agency assumes fire protection responsibilities on lands under the jurisdiction of another for an agreed upon fee.

Cost Share Agreement: A document prepared between Agencies to share costs on a multi-jurisdictional incident or an incident that burns across boundaries of direct protection areas of the Agencies.

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

Emergency: As defined by the Stafford Act, an emergency is "any occasion or instance for which, in the determination of the President, Federal assistance is needed to supplement State and local efforts and capabilities to save lives and to protect property and public health and safety, or to lessen or avert the

threat of a catastrophe in any part of the United States.”

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

Equipment: Equipment includes both accountable and durable property. Equipment does not include consumable goods and/or supplies. See the Interagency Incident Business Management Handbook, Chapter 30, for further definitions of accountable, durable and consumable goods.

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

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

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

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

Federal Excess Personal Property: Federally owned personal property and equipment excess to a Federal Agency’s needs that can be loaned to the State or rural fire departments for use in fire management activities.

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

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

Fire Suppression: All work and activities connected with control and fire-extinguishing operations, beginning with discovery and continuing until the fire is completely extinguished.

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

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

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

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

Hazardous Material: For the purposes of ESF #1, hazardous material is a substance or material, including a hazardous substance, that has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce, and which has been so designated (see 49 CFR 171.8). For the purposes of ESF #10 and the Oil and Hazardous Materials Incident Annex, the term is intended to include hazardous substances, pollutants, and contaminants as defined within the National Oil and Hazardous Substances Contingency Plan, known as the National Contingency Plan (NCP). See 40 C.F.R. Part 400 for additional information).

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

Indirect Costs: Indirect costs are those items of expense incurred as part of general management and administrative support of an organization. These costs are not attributable to a specific project, program or output, but are distributed among many benefiting activities. Often they are proposed as a percentage of direct project costs and are referred to as administrative costs, overhead, or burden. Examples may include office space, computer equipment, postage, utilities, salaries for administrative activities, such as procurement, personnel, accounting, and so forth. Direct charging of these costs, however, may be appropriate if they can be specifically identified to a project or program and the nature of the work performed creates a unique need or requires an extensive amount of support. These situations are considered “unlikely circumstances”.

Initial Attack Zone: An identified area in which predetermined resources would normally be the initial resource to respond to an incident in accordance with a pre-existing OP or mobilization guide.

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

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

Interagency: Coordination, collaboration, communication among cooperating agencies.

Jurisdictional Agency: The Agency that has overall land and resource management and/or protection responsibility as provided by Federal or State law. Under no circumstances will a jurisdictional Agency abdicate legal responsibilities as provided by federal or state law.

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

Local Government: Any county, municipality, city, town, township, public authority, special district, council of governments (regardless of whether the council of governments incorporated as a nonprofit corporation under State law), regional or interstate government entity, or agency or instrumentality of a local government; any Indian tribal government or authorized tribal organization; and any rural community, unincorporated town or village, or other public entity.

Local Government Fire Forces: Any entity described in Title 7, Chapter 33 of the Montana Code Annotated (MCA).

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

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

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

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

Mutual Aid: Assistance provided by a Supporting Agency at no cost to the Protecting Agency. Mutual aid is limited to those initial attack resources that have been determined to be appropriate and which are preplanned and shown in OP's or mobilization guides.

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

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

National Response Framework (NRF): The *National Response Framework* (NRF) guides how the Nation conducts all-hazards response. The Framework documents the key response principles, roles, and structures that organize national response. It describes how communities, States, the Federal Government, and private-sector and nongovernmental partners apply these principles for a coordinated, effective national response. And it describes special circumstances where the Federal Government exercises a larger role, including incidents where Federal interests are involved and catastrophic incidents where a

State would require significant support. It allows first responders, decision makers, and supporting entities to provide a unified national response.

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

Objective: Specific, achievable, measurable, time-limited results to be achieved through land management practices, either through a description of a desired condition or the degree of desired change in an attribute.

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

Operating Plan: A plan generated at the statewide, zone or local level, authorized by the appropriate officials, used for implementing the terms of the Cooperative Fire Management and Stafford Act Response Agreement for their respective areas of responsibilities.

Party: An entity that is signatory to this Agreement.

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

Preparedness: Activities in advance of fire occurrence to ensure effective suppression action. Includes training and placement of personnel, planning, procuring and maintaining equipment, development of fire defense improvements, and maintaining cooperative arrangements with other Agencies.

Prescribed Fire: A fire ignited by management actions to meet specific objectives. A written approved plan must exist and all Agency requirements must be met prior to ignition.

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

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

Protecting Agency: The Agency responsible for providing direct wildland fire protection to a given area, pursuant to this Agreement. The Protecting Agency may or may not be the Jurisdictional Agency.

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

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

Protection Boundaries: Mutually agreed upon boundaries delineated on maps, or otherwise described identifying areas of direct fire protection.

Reciprocal Fire Protection: The act of helping the Protecting Agency, at no cost for a negotiated period of time not to exceed 24 hours, to suppress wildland fires. Reciprocity is attained by agreeing between

each other on the kind, locations and numbers of firefighting resources that will automatically conduct initial attack on a wildland fire regardless of which Agency is the Protecting Agency. The kind, locations, and numbers of resources, which constitute reciprocity, shall be defined in or through the Operating Plans. Reciprocity may be thought of as the implementing mechanism of the closest forces concept.

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

Reimbursable Assistance (Assistance by Hire): Those fire suppression resources supplied in support of the Protecting Agency and which are paid for by the Protecting Agency. Excludes Mutual Aid.

Reimbursable Costs:

Costs resulting from fire management activities, which will be paid for by the requesting Agency, per the conditions of this Agreement and the approved Operating Plans.

Resources: Personnel, equipment, aircraft, services and supplies available for assignment to incidents. Personnel and equipment are described by kind and type, (e.g., ground, water, air, etc.), and may be used in tactical, support or overhead capacities for an incident.

Response: Activities that address the short-term, direct effects of an incident. Response includes immediate actions to save lives, protect property, and meet basic human needs. Response also includes the execution of emergency operations plans and of incident mitigation activities designed to limit the loss of life, personal injury, property damage, and other unfavorable outcomes. As indicated by the situation, response activities include: applying intelligence and other information to lessen the effects or consequences of an incident; increased security operations; continuing investigations into the nature and source of the threat; ongoing public health and agricultural surveillance and testing processes; immunizations, isolation, or quarantine; and specific law enforcement operations aimed at preempting, interdicting, or disrupting illegal activity, and apprehending actual perpetrators and bringing them to justice.

Response to Wildland Fire: Decisions and actions implemented to manage a wildland fire based on ecological, social, and legal consequences, the circumstances under which a fire occurs, and the likely consequences on firefighter and public safety and welfare, natural and cultural resources, and values to be protected.

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

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

Strategic: Strategic elements of incident management are characterized by continuous, long-term, high-level planning by organizations headed by elected or other senior officials. These elements involve the

adoption of long-range goals and objectives, the setting of priorities, the establishment of budgets and other fiscal decisions, policy development, and the application of measures of performance or effectiveness.

Structure Fire Protection: Protecting a structure from the threat of damage from an advancing wildland fire. This involves the use of standard wildland protection tactics, control methods, and equipment, including fire control lines and the extinguishments of spot fires near or on the structure.

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

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

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

Threat: An imminent indication of possible harm, or danger.

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

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

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

Wildfire: An unplanned ignition or escaped prescribed fire. (2009 Fire Policy)

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

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

**MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT
RESPONSE AGREEMENT**

**Exhibit B
Principal Contacts**

The principal contacts for this instrument are as follows. These points of contact will review this instrument at least annually.

State of Montana

Department of Natural Resources and Conservation

Chief, Fire and Aviation Management Bureau

Bureau of Indian Affairs

Northwest Region

Regional Fire Management Officer

Bureau of Indian Affairs

Rocky Mountain Region

Regional Fire Management Officer

Bureau of Land Management

Montana and Dakotas State Office

State Fire Management Officer

National Park Service

Intermountain Region

Deputy Regional Fire Management Officer

US Fish and Wildlife Service

Mountain-Prairie Region

Regional Fire Management Coordinator

US Forest Service

Northern Region

Director, Fire, Aviation and Air Management

**MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT
RESPONSE AGREEMENT
Exhibit C
Operating Plan Template**

Operating Plans (OPs) will be working documents developed and/or reviewed annually at appropriate levels for implementing the Cooperative Fire Management Agreement. OPs shall become a part of the Agreement (See Provision #20 Operating Plans) The Statewide Operating Plan (SOP) covers specific actions and relationships that are best coordinated on a State level for continuity across the State. Zone and/or local OPs are those generated to cover actions less than statewide in nature and are specific to zone and/or local processes and protocols.

OPs must address items called for in the Agreement and document processes and protocols between Parties pertinent to working relationships, responsibilities, exchange of funds, etc. The following outline provides a checklist of items deserving consideration in the development of OPs. **Items that are asterisked (*) are those that are identified in the Agreement and are required in all zone/local Ops.**

PREAMBLE

- Authority*** – cite the Cooperative Fire Management Agreement between State and Federal Agencies
- Supersedes*** - cite the operating plan that is being terminated or replaced

PURPOSE

- Review*** – timeline and process
- Definitions*** – specific to zone and/or local processes

INTERAGENCY COOPERATION

- Identification of Parties*** - identify State Areas, BLM Field Offices, BIA Reservations, Fish and Wildlife Service Refuges, National Parks and Monuments, National Forests, etc. involved.
- Dispatch***
- Utilization of Interagency and Tribal Resources and Facilities***

PREPAREDNESS

- Protection Areas** – including mutual aid areas
 - Description *
 - Maps *
- Mutual Aid Period***
- Prevention**
 - Burning Permits
 - Joint Activities
 - Restrictions and Closures Plan*
 - Inspections
- Prescribed Fire and Fuels Management***
- Training**

OPERATIONS

- Response to Wildland Fire Procedures**
 - Boundary Fires
 - Response to Wildland Fires*
 - Fire Notification
 - Decision Documentation Process and Procedures*

- Special Management Considerations*
 - Delegation of Authority*
 - Structure Fire Protection*
 - Investigations
 - Suppression Rehab
 - Agency Resource List
- Fire Reports***

USE and REIMBURSEMENT OF INTERAGENCY RESOURCES

- Aviation**
- Communications Systems***
- Fire Weather Systems***
- Billings and Reimbursements***
- Severity**

GENERAL PROVISIONS

- Commencement/Expiration***
- Modifications***

APPENDICES

- Agency Contacts***
- Billings Addresses***
- Incident Business Procedures***

**MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT
RESPONSE AGREEMENT
Exhibit D
Incident Business Direction**

I. Suppression Billings

- a) The Forest Service, Bureau of Land Management, Bureau of Indian Affairs, National Park Service, and Fish and Wildlife Service will not bill each other for suppression costs. However, pre-suppression costs, fair sharing for interagency dispatch centers costs, prevention costs, and other fire management costs will be billed in accordance with existing agreements or other written documents.
- b) Minimum Billing Thresholds will be identified in the Statewide Operating Plan. It does not apply to out-of-state responses. The minimum threshold does not apply to costs for cooperating fire departments under a separate agreement with the state when working outside their jurisdictional boundary or requested by a resource order for extended attack.
- c) **Severity:** Costs incurred on severity assignments within the state of Montana will be billed individually to the Jurisdictional Agency. Severity assignments are reimbursable under the Reciprocal Fire Protection Act.
- d) **Billing Content:** See Statewide Operating Plan

II. Payment for Protection Services (use if appropriate):

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

III. Non-Suppression Billings:

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

- a) 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.
- b) Fee based services: billings will be in accordance with separate written agreement or contract.
- c) 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. As the ESF Primary

Agency, the FS will reimburse sub tasked Agencies and include those costs in the FS billing to FEMA. See Statewide Operating Plan for procedures.

IV. Reimbursable Costs

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

- Actual costs directly incurred for “move-up and cover” or “backfill” resources.
- Agency costs of individuals assigned to the incident or project for salary, benefits, and overtime including premium pay if and when it is earned according to the policies, laws and rules governing the employees of the supporting agency.
- Procurement costs by one agency in support of another that are reasonable and prudent may be charged to the Protecting Agency.
- Agency costs for transportation including, but not limited to, airline fees, vehicle rental fees, fuel and oil, and agency established mileage fees.
- Agency costs for per diem and lodging of resources assigned to the incident when such services are not supplied by the incident.
- Additional support dispatching, warehousing or transportation services supporting a resource order or project.
- Operating expenses for equipment assigned to the incident, such as fuel, oil and equipment repairs.
- Cost of reasonable and prudent supplies expended in support of the incident or project.
- Usage cost of equipment in support of the incident or project, contract equipment costs and operating costs for agency equipment.
- Aircraft, airport fees, retardant costs and retardant and other fire chemical costs.
- Agency-owned equipment lost, or damaged, by the supporting agency when accompanied by the appropriate agency source documentation to include insurance deductible paid.
- Charges from the state for state controlled resources such as inmate crews, National Guard resources and county and local resources.
- Agency-owned equipment and supplies lost, damaged, or expended by the supporting agency.
- Cost or replacement of reasonable and prudent supplies expended in support of the incident. What is reasonable and prudent is determined by the protecting and/or jurisdictional agency or the fire team within the limits of their delegated authority or identified in the current Interagency Incident Business Management Handbook (IIBMH).

V. Supplemental Fire Department Resources:

Supplemental Fire Department Resources are overhead tied to local fire departments generally by agreement. They are mobilized primarily for response to incidents / wildland fires outside their district or mutual aid zone. They are not a permanent part of the local fire organization and are not required to attend scheduled training, meetings, etc., of the department. There may be situations when additional support personnel are necessary for national mobilization and the need can be filled by supplemental personnel available to the fire department. When this occurs, supplemental fire department resources will be hired by the state utilizing the EFF Pay Plan, or a federal agency utilizing the AD Pay Plan.

**MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT
RESPONSE AGREEMENT**

Exhibit E

Use and Reimbursement for Shared Resources in Stafford Act Response Actions

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

Reimbursement payments for Stafford Act response activities will be accomplished by submission of billings to the Emergency Support Function (ESF) primary agency (i.e., the agency which issued the mission assignment or sub-tasking). The ESF primary agency will review and approve the documentation. As the ESF Primary Agency, the FS will reimburse sub tasked Agencies and include those costs in the FS billing to FEMA. See Statewide Operating Plan for procedures.

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

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

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

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

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

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

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

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

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

7. Billing Procedures: Reference the Statewide Operating Plan.

Federal Agency Project Agreement No. ^(a) _____

Cooperator Project Agreement No. ^(b) _____

EXHIBIT F
SUPPLEMENTAL FIRE PROJECT AGREEMENT
Between

^(c)

And

^(d)

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

Project Title: ^(h) _____

I. BACKGROUND:

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

II. PURPOSE:

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

III. THE COOPERATOR SHALL:

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

IV. THE FEDERAL AGENCY SHALL:

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

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

Each invoice must include, at a minimum:

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

The invoice must be forwarded to: ⁽ⁿ⁾

Send a copy to: ^(o)

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

Billings must be sent to: ^(q)

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

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

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

The special billing requirements are: ^(s)

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

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

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

^(v)**Principal Cooperator Contacts:**

Cooperator Program Contact	Cooperator Administrative Contact
Name: 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. ^(x)Mutually agree to the Burn Plan as incorporated in this agreement, and to any agreed upon revision thereof. If the revision to the Burn Plan does not materially affect the purpose and/or terms of the agreement, but rather only revises the implementation of the project, then a modification to this agreement is not necessary. The most recent revision of the Burn Plan will automatically be incorporated into this agreement and a copy will be provided to the Principal Contacts listed above.
- D. In the event of a conflict between the provisions of this agreement and the Master Agreement, the Master Agreement shall take precedence.
- E. ^(y) **PURCHASE OF ASSETS**. Any assets (such as equipment, property, or improvements) purchased by the Federal Agency with the Cooperator’s contributions shall become the property of the Federal Agency, unless otherwise documented via separate authority and instrument.
- F. ^(z)**PROPERTY IMPROVEMENTS**. Improvements placed on federal land at the direction, or with the approval of, the Federal Agency becomes property of the United States. These improvements are subject to the same regulations and administration of the Federal Agency as would other agency improvements. No part of this agreement entitles the Cooperator to any interest in the improvements, other than the right to use them under applicable Federal Agency Regulations.
- G. **PARTICIPATION IN SIMILAR ACTIVITIES**. This agreement in no way restricts the parties from participating in similar activities with other public or private agencies, organizations, and individuals.
- H. **ENDORSEMENT**. Either party’s contributions made under this agreement do not by direct reference or implication convey endorsement of each other’s products or activities.

- I. ALTERNATE DISPUTE RESOLUTION. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to, conciliation, facilitation, mediation, and fact finding.
- J. MODIFICATION. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least ^(aa) days prior to implementation of the requested change. Neither party is obligated to fund any changes not properly approved in advance.
- K. TERMINATION. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. Neither party shall incur any new obligations for the terminated portion of this agreement after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination.
- L. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of last signature and is effective through ^(bb) at which time it will expire unless extended.

If the referenced Master Agreement is superseded by a new Master Agreement, this project agreement may remain in effect to the extent that it does not conflict with the provisions of the new Master Agreement, but only until such time that the project can be completed or modified to be incorporated within the terms of the new Master Agreement.

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

(cc)

(dd) _____, (ee) _____ Date
(ff)

(gg)

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

^{kk)}The authority and format of this agreement have been reviewed and approved for signature.
(ll)

(mm) _____ Date
U.S. Forest Service Grants & Agreements Specialist

INSTRUCTIONS for Supplemental Project Agreement

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

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

- (a) Federal Agency Project Agreement No. For example, Forest Service uses the following format: *FY-FP-11RRUUS-XXX*.
- (b) Cooperator Project Agreement No. Insert Cooperator project agreement number, if applicable.
- (c) Insert name of Cooperator (state, local, tribal, or subdivision thereof)
- (d) Insert name of Federal Agency, including applicable Region, Office, or Unit.
- (e) Insert Cooperator name as cited above.
- (f) Insert Federal Agency name as cited above.
- (g) Insert corresponding Federal Agency Agreement # as identified on the Master Coop Agreement.
- (h) Insert project title.
- (i) Enter brief project description.
- (j) Insert alpha or numeric reference to the Exhibit added that provides a Financial and Project Plan. Note: The Project Plan may include tasks/projects defined in the Operating Plan (as referenced in the Background section), or it may be a Burn Plan, if applicable.
- (k) Insert amount. If the Federal Agency is not obligating funds for reimbursement to the cooperator, then delete this provision.
- (l) Insert amount. If the Federal Agency is not collecting funds from the cooperator, then delete this provision.
- (m) Select and insert the appropriate billing cycle: monthly, quarterly, semi-annual, or annual. Note: quarterly dates (December 31, March 31, June 30, and September 30), semi-annually (March 31, and September 30) or annually (September 30 or earlier).
- (n) Insert Federal Agency name as cited above and billing address. (For Forest Service, use Albuquerque Service Center, Payments – Grants & Agreements, 101B Sun Ave NE, Albuquerque, NM 87109, FAX: 877-687-4894)
- (o) Insert other contact name and address, if applicable, otherwise delete.
- (p) Insert the Federal Agency burden/overhead rate. Enter 'shall not be assessed' if burden is not applicable.
- (q) Enter Cooperator's name, name of point of contact, and mailing address to which billing documents should be sent.
- (r) If the Federal Agency is not the Forest Service or if the Forest Service is not collecting funds, delete this provision

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

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

- (s) Insert special billing requirements here, such as whether the billing requirements are either with each bill, upon project completion, or annually.
- (t) If the Federal Agency is not the Forest Service or if the Forest Service is not collecting funds, delete this provision

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

- (u) May be changed to accommodate additional contacts.
- (v) Insert ALL of the requested information below. If information is unavailable, then make a good-faith effort to obtain.
- (w) Insert ALL of the requested information below. If information is unavailable, then make a good-faith effort to obtain.
- (x) If a Burn Plan is not attached, remove this provision.

- (y) If the Federal Agency is not collecting funds from cooperator, delete this provision.
- (z) Mandatory provision IF property improvements result from a project on federal lands.

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

- (aa) Insert a notification period that is no less than 30 days.
- (bb) Insert the expiration date not greater than the expiration date of the Master Agreement.
- (cc) Insert date of signature.
- (dd) Insert name of signatory official for Cooperator.
- (ee) Insert Cooperator signatory official's positional title.
- (ff) Insert Cooperator's organizational name.
- (gg) Insert date of signature.
- (hh) Insert name of Federal Agency Signatory Official.
- (ii) Insert Federal Agency signatory official's positional title.
- (jj) Insert Federal Agency Region, Office, or Unit.
- (kk) If the Federal Agency is not the Forest Service, this signature block may be deleted.
- (ll) Insert date of signature.
- (mm) Insert G&A Specialist's name.