

**INTERSTATE MUTUAL AID AGREEMENT for WILDLAND FIRE
MANAGEMENT ASSISTANCE**

Between

Alaska Department of Natural Resources
Arizona Department of Forestry and Fire
CAL Fire
Colorado Department of Public Safety, Division of Fire Prevention and Control
Idaho Department of Lands
Kansas Forest Service
Montana Department of Natural Resources and Conservation
North Dakota Forest Service
Nebraska Forest Service
New Mexico Forestry Division
Nevada Division of Forestry
Oregon Department of Forestry
South Dakota Department of Agriculture, Wildland Fire
Utah Division of Forestry, Fire and State Lands
Washington Department of Natural Resources, Wildfire Division
Wyoming State Forestry Division

I. Purpose and Authority

This Interstate Mutual Aid Agreement for Wildland Fire Management Assistance ("Agreement") is made and entered into between the State agencies listed herein.

The purpose of this Agreement is to provide for mutual assistance in wildland fire incident management. The Agreement facilitates the coordination and direct exchange of personnel, equipment, supplies, and services and the means to bill each other directly whether resources are ordered through this Agreement or through the standard dispatch procedures.

This Agreement is entered into pursuant to the following authorities:

Alaska:

Arizona:

California:

Colorado:

Idaho: Idaho Code §67-2328; Idaho Code §38-104(1).(1)(c)

Kansas:

Montana: Mont. Code Ann. § 76-13-104; Mont. Code Ann. § 76-13-105; Mont. Code Ann. § 76-13-202; Mont. Code Ann. § 76-13-212; Mont. Code Ann. § 77-5-103; 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.

North Dakota: North Dakota Century Code .1-21-01, 4.1-21-03, 18-02, 18-14

Nebraska:

New Mexico:

Nevada:

Oregon: ORS 477.406¹

South Dakota: SDCL 41-20A-12

Utah:

Washington:

Wyoming:

II. Definitions

- A. Agency Standard – the standards used by a state for qualifying and certifying wildland fire resources.
- B. Authorized Representative – an officer or employee of a state who is authorized by the state to request or provide assistance under the terms of this Agreement.
- C. Cooperator – includes (1) county or municipal (e.g. town or city) equipment and personnel, (2) volunteer and paid personnel, equipment and apparatus from fire service organizations.
- D. 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.
- E. Employee - includes paid personnel and any volunteer or auxiliary legally included within the state's fire fighting forces.
- F. Federal Standard – the current National Wildfire Coordinating Group (NWCG) standard used for qualifying and certifying wildland fire resources for interagency use on a federal wildland fire incident.
- G. Incident – a wildland fire where external assistance is needed in order to protect life, property, and natural resources.
- H. Indirect Costs – are those items of expense incurred as part of general management and administrative support of an organization.
- I. Requesting State – the state requesting assistance.

- J. Resources – including but not limited to personnel, equipment, aircraft, and supplies needed to support a wildland fire incident.
- K. Serious Accident - is one in which a person suffers serious bodily injury or death, or where there is extensive property or equipment damage or loss.
- L. Supporting State – the state providing resources to another state for wildland fire.

III. General Implementation

All parties to this Agreement recognize that wildland fire emergencies transcend jurisdictional boundaries and that intergovernmental coordination is essential in managing wildland fires. All parties to this Agreement further recognize that there shall be incidents which require utilization of external resources. Additionally, a coordinated and cooperative sharing of resources may be required to develop and maintain the capability to manage future incidents. Few, if any, states have all of the resources that may be needed to manage all incidents that may arise.

This Agreement also serves as a mechanism to bill each other directly, if agreeable by both parties.

The prompt and effective utilization of wildland fire management resources between the parties to this Agreement shall be the underlying principle on which all aspects of this Agreement shall be understood.

The authorized representative who is assigned responsibility for wildland fire management shall be responsible for formulation of the appropriate plans and procedures necessary to implement this Agreement.

IV. Mutual Responsibilities

It shall be the responsibility of each State to formulate procedural plans for interstate cooperation and coordination in the performance of the responsibilities listed in this section. In formulating such plans, and in carrying them out, the states, insofar as practical, shall:

- A. Use existing dispatch procedures for requesting or sending resources for wildland fire assistance. Requesting State must notify dispatch at time of request that the resources are being requested through a state-to-state agreement, which should be noted on the resource orders.
- B. The Supporting State shall meet date and time needed as agreed at time of request for assistance.
- C. Provide resources which meet the terms or standards specified by the Requesting State.
- D. Use existing processes whereby personnel from the Supporting State shall receive an incident briefing by the Requesting State prior to fire line deployment.
- E. Debriefings and evaluations shall be provided to the Supporting State prior to demobilization.

- F. The Supporting State shall ensure that their personnel are self-sufficient to cover any medical costs, if necessary, while on assignment.
- G. The Requesting State ensures that medical services are made available to the Supporting State's personnel regardless of the type or duration medically necessary.
- H. A serious accident involving personnel from the Supporting State shall be reported immediately to their Principal Contact or designated representative. The Supporting State may request to participate in investigations involving their employees. Determination of who shall cover costs for Supporting State's participation in said investigation must be agreed upon by both parties.
- I. Ensure that the length of assignment and decision for crew rotation is agreed upon by both parties.
- J. Extension of assignment shall be by mutual agreement.
- K. Ensure that reassignment of resources outside of the Requesting State's jurisdiction or outside the agreement made at time of initial request, must be agreed upon by both parties.
- L. Requesting or Supporting State may request a liaison to be assigned to the Supporting State resources. The determination of who shall cover the costs for the Liaison shall be upon mutual consent.
- M. Supporting State personnel shall ensure documentation of hours worked, vehicle use, etc., is completed and approved daily in accordance with the NWCG Standards for Interagency Incident Business Management (PMS 902).

V. Equipment, Materials and Supplies

Expendable supplies are considered direct costs, therefore shall be replaced or reimbursed by the Requesting State. Items should be considered expendable if they are not reusable.

Providing communications equipment is the responsibility of the Requesting State, unless the parties mutually agree that the Supporting State shall supply said equipment.

VI. Limitations

The personnel and equipment standards needed by the Requesting State shall govern the acceptance or refusal of any resources offered for assistance. If no standards are specified, the personnel and equipment standards utilized by the Supporting State within their own jurisdiction shall be deemed acceptable. The Supporting State's resources made available to the Requesting State through this Agreement shall continue under the ultimate command and control of the Supporting State, but shall be under the limited operational control of the appropriate officials within the wildland fire management system of the Requesting State.

Nothing in this Agreement impairs the rights of the Parties to recover costs, damages, and/or penalties from third parties under applicable State, Federal or Tribal law.

VII. Liability

When Supporting State personnel are performing wildfire suppression activities on lands for which the Requesting State has responsibility, the Supporting State shall not be liable to the Requesting State or landowner for any damage done as a result of the activities performed under this Agreement.

If employees of the Supporting State are injured or a fatality occurs as a result of providing assistance to the Requesting State, the Supporting State must provide for the payment of compensation and death benefits in accordance with their employment terms.

VIII. Claims

The Requesting State must reimburse the Supporting State for damages to the Supporting State's equipment which was caused during the time under hire when loss or damage is directly attributed to the incident. The costs shall include only those costs which are not covered by insurance. Loss or damage to sending state emergency apparatus or equipment due to normal wear and tear or due to negligent or unlawful operation by the operator shall be the responsibility of the Supporting State. In the event that any equipment or supplies are damaged beyond repair or are not returned, they shall be replaced or reimbursed to the Supporting State with equipment or supplies of the same quantity and quality as agreed by both parties.

IX. Supplementary Agreements

Nothing contained in this Agreement precludes states from entering into agreements with other compacts, states or agencies, and this Agreement does not affect any other agreements already in force between such entities.

X. Billing Procedures

The Supporting State shall be reimbursed by the Requesting State for all costs of mobilized resources in accordance with this Agreement. The Supporting State may assume or donate, in whole or in part, the costs associated with providing assistance to another state. Indirect costs may be billed in accordance with each State's established rate.

Estimates may be requested prior to billing.

Individual bills shall be submitted for each incident supported for the duration of the deployment.

Billing Content: The following items shall be included with each bill:

- Itemized Bill:
 - Incident Name
 - Incident Number
 - Flight Use Records
 - Appropriate Fire Code or Accounting Code
 - Travel costs (per diem, lodging, etc.)
 - Signature and Title of Agency Official
 - W-9, Request for Taxpayer Identification Number and Certification

A Requesting State may require Source Documentation prior to reimbursement to the Supporting State. Source Documentation includes, but not limited to:

- o Crew Time Reports, SF-261
- o Emergency Equipment Shift Tickets, OF-297 or Vehicle log
- o Receipts (lodging, airfare, baggage fees, fuel, etc.)
- o Payroll Reports
- o Claim documentation
- o Copy of State's Policy/Authority for Indirect Cost Rate

XI. Worker's Compensation

All personnel shall remain employees of their respective agencies and, therefore, responsible for all payroll costs, including payroll tax, Worker's Compensation, and other benefits.

XII. Licensing and Insurance

The Supporting State shall ensure their employees, contractors, and cooperators are appropriately licensed and insured for operation of the equipment or aircraft mobilized under this Agreement.

XIII. Implementation

- A. Commencement/Expiration: This Agreement shall be in effect 2019 to 2023 and will take effect upon signatures of at least two states.
- B. 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 States to the Agreement, prior to any changes being performed. No State is obligated to fund any changes not properly approved in advance.
- C. Termination: States participating in this Agreement shall have the right to terminate its participation in this Agreement by providing thirty (30) days' written notice to all State's Signatory to the Agreement.

XIV. Severability and Validity

Should a court of competent jurisdiction rule any portion, section or subsection of this Agreement is invalid or nullified, such invalidity or nullification shall not affect, invalidate, or nullify any other portion, section or subsection of the Agreement. All remaining portions, sections and subsections shall remain in full force and effect.

Principal Contacts:

State of Alaska	State of Arizona
Name:	Name:
Title:	Title:
Office:	Office:
Cell:	Cell:
State of California	State of Colorado
Name:	Name:
Title:	Title:
Office:	Office:
Cell:	Cell:
State of Idaho	State of Kansas
Name: JT Wensman	Name:
Title: Chief, Bureau of Fire Management, IDL	Title:
Office: 208-666-8650	Office:
Cell: 208-930-3108	Cell:
State of Montana	State of North Dakota
Name: Mike DeGrosky	Name: Ryan Melin
Title: Chief, Fire Prot. Bureau, MT-DNR	Title: Fire Manager
Office: 406-542-4304	Office: 701-328-9985
Cell: 406-214-6847	Cell: 701-220-1475
State of Nebraska	State of New Mexico
Name:	Name:
Title:	Title:
Office:	Office:
Cell:	Cell:
State of Nevada	State of Oregon
Name:	Name: Ron Graham
Title:	Title: Deputy Chief, Fire Prot. Division, ODF
Office:	Office: 503-945-7271
Cell:	Cell: 971-718-6862
State of South Dakota	State of Utah
Name: Jay T. Esperance	Name:
Title: Director, SD Wildland Fire Division	Title:
Office: 605-939-8011	Office:
Cell: 605-393-5787	Cell:
State of Washington	State of Wyoming
Name:	Name:
Title:	Title:
Office:	Office:
Cell:	Cell:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates shown below.

STATE OF ALASKA	
Signature and Title	Date
STATE OF ARIZONA	
Signature and Title	Date
STATE OF CALIFORNIA	
Signature and Title	Date
STATE OF COLORADO	
Signature and Title	Date
STATE OF IDAHO	
Signature and Title	Date
STATE OF KANSAS	
Signature and Title	Date
STATE OF MONTANA	
Signature and Title	Date
STATE OF NORTH DAKOTA	
Signature and Title	Date
STATE OF NEBRASKA	
Signature and Title	Date
STATE OF NEW MEXICO	
Signature and Title	Date
STATE OF NEVADA	
Signature and Title	Date
STATE OF OREGON	
Signature and Title	Date

STATE OF SOUTH DAKOTA	
Signature and Title	Date
STATE OF WASHINGTON	
Signature and Title	Date
STATE OF WYOMING	
Signature and Title	Date

Billing Contacts for this Agreement:

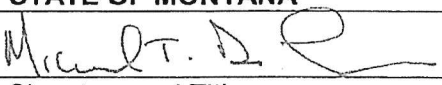
State of Alaska	State of Arizona
Name:	Name:
Title:	Title:
Address:	Address:
Telephone:	Telephone:
Email:	Email:
State of California	State of Colorado
Name:	Name:
Title:	Title:
Address:	Address:
Telephone:	Telephone:
Email:	Email:
State of Idaho	State of Kansas
Name: Wendy Walter	Name:
Title: Fire Business Program Manager	Title:
Address: 3284 W. Industrial Loop, Coeur d'Alene, ID 83815-6021	Address:
Telephone: 208-666-8648	Telephone:
Email: firebillings@idl.idaho.gov	Email:

State of Montana	State of North Dakota
Name: Joanne Marceau	Name: Loretta Forsberg
Title: Fire Finance Specialist	Title: Administration Team Leader
Address: 2705 Spurgin RD, Missoula, MT 59804	Address: 307 1 st Street, Bottineau, ND 58318
Telephone: 406-542-4252	Telephone: 701-228-5486
Email: jmarceau@mt.gov	Email: loretta.forsberg@ndsu.edu
State of Nebraska	State of New Mexico
Name:	Name:
Title:	Title:
Address:	Address:
Telephone:	Telephone:
Email:	Email:
State of Nevada	State of Oregon
Name:	Name: Stacy Miller
Title:	Title: Protection Finance Manager
Address:	Address: 2600 State St., Salem, OR 97310
Telephone:	Telephone: 503-945-7423
Email:	Email: stacy.miller@oregon.gov
State of South Dakota	State of Utah
Name: Brenda Even	Name:
Title: Financial Officer, SD Wildland Fire Division	Title:
Address: 3305 West South Street Rapid City, SD 57702	Address:
Telephone: 605-393-8115	Telephone:
Email: Brenda.even@state.sd.us	Email:
State of Washington	State of Wyoming
Name:	Name:
Title:	Title:
Address:	Address:
Telephone:	Telephone:
Email:	Email:

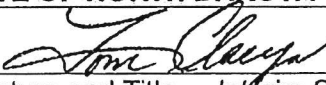
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Signature and Title	Date
STATE OF IDAHO	
<i>J. W. ... Fire Management Chief</i>	
Signature and Title	Date
STATE OF KANSAS	
Signature and Title	Date
STATE OF MONTANA	
Signature and Title	Date
STATE OF NORTH DAKOTA	
Signature and Title	Date
STATE OF NEBRASKA	
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Signature and Title	Date

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STATE OF IDAHO	
Signature and Title	Date
STATE OF KANSAS	
	6
Signature and Title	Date
STATE OF MONTANA	
	6/11/2019
Signature and Title	Date
STATE OF NORTH DAKOTA	
Signature and Title	Date
STATE OF NEBRASKA	
Signature and Title	Date
STATE OF NEW MEXICO	
Signature and Title	Date
STATE OF NEVADA	
Signature and Title	Date
STATE OF OREGON	
Signature and Title	Date

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Signature and Title	Date
STATE OF IDAHO	
Signature and Title	Date
STATE OF KANSAS	
Signature and Title	Date
STATE OF MONTANA	
Signature and Title	Date
STATE OF NORTH DAKOTA	
 Signature and Title <i>Interim State Forester</i>	Date 05-29-2019
STATE OF NEBRASKA	
Signature and Title	Date
STATE OF NEW MEXICO	
Signature and Title	Date
STATE OF NEVADA	
Signature and Title	Date
STATE OF OREGON	
Signature and Title	Date

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STATE OF NEBRASKA	
Signature and Title	Date
STATE OF NEW MEXICO	
Signature and Title	Date
STATE OF NEVADA	
Signature and Title	Date
STATE OF OREGON	
Signature and Title	Date

Don Miller Deputy Chief 6/12/19

STATE OF SOUTH DAKOTA	
<i>Jay T. Esperance</i> Director	7-26-19
Signature and Title	Date
STATE OF WASHINGTON	
Signature and Title	Date
STATE OF WYOMING	
Signature and Title	Date

Billing Contacts for this Agreement:

State of Alaska	State of Arizona
Name:	Name:
Title:	Title:
Address:	Address:
Telephone:	Telephone:
Email:	Email:
State of California	State of Colorado
Name:	Name:
Title:	Title:
Address:	Address:
Telephone:	Telephone:
Email:	Email:
State of Idaho	State of Kansas
Name: Wendy Walter	Name:
Title: Fire Business Program Manager	Title:
Address: 3284 W. Industrial Loop, Coeur d'Alene, ID 83815-6021	Address:
Telephone: 208-666-8648	Telephone:
Email: wwalter@idl.idaho.gov	Email: