

**MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND  
STAFFORD ACT RESPONSE AGREEMENT (2023-2027)**

**Between**

**THE STATE OF MONTANA  
DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION  
UEI: FM98VUXB4LM9**

**And The**

**UNITED STATES DEPARTMENT OF THE INTERIOR**

**BUREAU OF LAND MANAGEMENT,  
MONTANA/DAKOTAS STATE OFFICE**

**UEI: YWM3W5LSWY51**

*Agreement # 2023-BLM-MT911-001*

**NATIONAL PARK SERVICE,  
INTERMOUNTAIN REGION**

**UEI: ZK1LYM6WE3C4**

**BUREAU OF INDIAN AFFAIRS,  
NORTHWEST AND ROCKY MOUNTAIN REGIONS**

**UEI: FAEQN3LV59K3**

*Agreement #23C00443300*

**UNITED STATES FISH AND WILDLIFE SERVICE,  
MOUNTAIN-PRAIRIE REGION**

**UEI: MMR7BW92EDK3**

**And The**

**UNITED STATES DEPARTMENT OF AGRICULTURE**

**FOREST SERVICE  
NORTHERN REGION**

**UEI: G2EGL5TJE6N3**

*Agreement # 23-FI-11015600-048*

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## I. AUTHORITIES

### Federal

Reciprocal Fire Protection Act of May 27, 1955, as amended (69 Stat. 66; 42 U.S.C. 1856)

Disaster Relief Act of May 22, 1974, (42 U.S.C. 5121 as amended)

Robert T. Stafford Disaster Relief and Emergency Assistance Act (P.L. 93-288)

Homeland Security Act of 2002 (H.R. 5005-8)

Homeland Security Presidential Directive-5 (HSPD-5)

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) (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, DOI)

Department of the Interior and Related Agencies Appropriations Act, 1999, 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.)(BLM)

NPS Organic Act (16 U.S.C.1) (NPS)

National Wildlife Refuge Administration Act of 1966 (16 U.S.C. 668dd-668ee, 80 Stat. 927, as amended) (FWS)

National Wildlife Refuge System Improvement Act of 1997 (P.L. 105-57) (FWS)

National Forest Management Act of 1976 (16 U.S.C. 1600) (FS)

US Department of the Interior and Related Agencies Appropriations Acts

### State of Montana

- 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. Authorizes 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. PURPOSE**

The purpose of the Montana Master Cooperative Wildland Fire Management and Stafford Act Agreement (hereinafter called the Agreement) is to document the commitment of the Parties to this Agreement to improve efficiency by facilitating the coordination and exchange of personnel, equipment, supplies, services, and funds among the Parties to this Agreement in sustaining wildland fire management activities, 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.

In addition to improving efficiency in addressing wildland fire management activities, this Agreement facilitates improved coordination regarding other incidents. The National Response Framework (NRF) applies to all federal departments and agencies that may be requested to provide assistance or conduct operations during all-hazard events. However, this Agreement ONLY covers all-hazard events that are, or may become, declared as emergencies or major disasters that occur under the auspices of a Presidential Declaration of Emergency or Major Disaster under the Stafford Act, which may include wildland fire and non-wildland fire 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.

## **III. PARTIES TO THE AGREEMENT**

The Parties to this Agreement are:

The State of Montana, Department of Natural Resources and Conservation, hereinafter called "State" or when referred jointly with other states in this Agreement called, States; 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, 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 Regional Offices, hereinafter called, BIA; and

The United States Department of the Interior, Bureau of Land Management, Montana/Dakotas State Office, hereinafter called, BLM.

The USFS, NPS, FWS, BIA, and the BLM may hereinafter be jointly called, Federal Agencies.

The Federal Agencies, States, and other entities signatory to this Agreement will hereinafter be referred to as, Parties to this Agreement.

## 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 of Terms, 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, wildland fire vs Stafford Act responses will take precedence. For wildland fire, that is the National Wildfire Coordinating Group (NWCG) Glossary of Wildland Fire Terminology, found on the Toolbox tab of the NWCG webpage (<https://www.nwcg.gov> or by direct link at <https://www.nwcg.gov/about-the-nwcg-glossary-of-wildland-fire>), and Stafford Act Response terminology corresponds to the FEMA National Incident Management System (NIMS) Glossary, available at in the NIMS document ([https://www.fema.gov/pdf/emergency/nims/NIMS\\_core.pdf](https://www.fema.gov/pdf/emergency/nims/NIMS_core.pdf)).

### A. Incorporation of Exhibits into Agreement

The following Exhibits are hereby incorporated into this Agreement (Note: Exhibit H relates only to Stafford Act responses):

Exhibit A	Glossary of Terms
Exhibit B	Principal Contacts
Exhibit C	Montana Statewide Operating Plan
Exhibit D	Reimbursable Billings and Payments
Exhibit E	Cost Share Agreement Instructions
Exhibit F	Cost Share Agreement Template
Exhibit G	Supplemental Fire Department Resources Template (Not Used in MT)
Exhibit H	Use and Reimbursement for Stafford Act Shared Resources
Exhibit I	Supplemental Fire Project Agreement Template
Exhibit J	Wildland Fire Incident and Accident Types and Definitions

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 geographic, statewide, or sub-geographic 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.

### B. Acknowledgement of Supplements to the Agreement

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

**C. Hierarchy and Precedence for Agreements, Exhibits, Operating Plans, etc.**

Any inconsistencies in this Agreement and attachments thereto shall be resolved by giving precedence in the following order:

1. This Agreement and all Exhibits
2. Geographic or Statewide Operating Plan
3. Sub-geographic Operating Plan
4. Cost Share Agreements
5. Joint Projects, Project Plans, or Supplemental Fire Project Agreements

**V. PERIOD OF PERFORMANCE**

**A. Commencement/Expiration:** This Agreement shall be effective and in effect for five years, beginning from the date of the last signature to December 31, 2027.

**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 Parties to the Agreement, prior to any changes being performed. No Party is obligated to fund any changes not properly approved in advance.

**C. 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.

**D. 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.

**E. Previous Agreements Superseded:** This Agreement supersedes the following:

*2017-2023 Montana Master Cooperative Wildland Fire Protection and Stafford Act Response Agreement*

*USFS #17-FI-11015600-010, (BLM# L17FMA00001) (NPS# F1249170001)*

*(BIA# 17P00FM0001 / 17C00440901)*

Existing supplemental fire project agreements 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 can be accomplished.

**VI. RECITALS**

**A.** 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.

**B.** The Parties to this Agreement maintain fire protection and fire management organizations.

**C.** It is to the mutual advantage of the Parties to this Agreement to coordinate efforts for the prevention and detection of, and responses to wildfires, fuels management, suppression, non-wildland fire emergencies (as authorized), and cooperative projects for resource and protection objectives in and adjacent to their areas of responsibility, and to limit duplication and improve efficiency and effectiveness.

- D. 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.
- E. It is the intent of the Parties to this Agreement that federal resources be available to assist in fire management activities on all state and private lands the State is responsible to protect.
- F. 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.
- G. 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.
- H. It is expected that all federal, state, and local agencies will coordinate assistance and operations during Stafford Act responses by following the procedures and requirements established in the NRF. This Agreement documents the commitment of the Parties to provide cooperation, resources, and support to the Secretary of Homeland Security and Administrator of the FEMA in the implementation of the NRF, as appropriate and consistent with their own authorities and responsibilities. Some state and local resources are limited by statute to wildland fire response, requiring the governor to specifically approve mobilization outside of their state for non-fire emergencies. State emergency declarations and responses for all-hazard and non-Stafford Act responses are outside the scope of this Agreement.
- I. **The Responsibilities of the Parties to this Agreement shall be distinguished as follows:**
  - 1. **Jurisdictional Agency**—Agency having land and resource management responsibility for a specific geographical or functional area 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.
  - 2. **Protecting Agency**—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, or other agreement or under Montana Statute.
  - 3. **Supporting Agency**—Agency providing suppression or other support and resource assistance to a Protecting Agency.

In consideration of the mutual commitments and conditions herein made, the Parties agree as follows:

## VII. INTERAGENCY COOPERATION

- A. **The Northern Rockies Coordinating Group (NRCG):** provides coordination and recommendations for all interagency wildland fire management and all-risk incident activities within the Northern Rockies, which includes Montana. Membership, procedures, and guidelines will be agreed to and documented in the NRCG Charter (Memorandum of Understanding and/or Standard Operating Procedures).

NRCG is comprised of the Department of Interior Agencies: BLM, NPS, BIA, FWS; USFS; the State of Montana and portions of Idaho, North Dakota, South Dakota, and Wyoming; Montana Disaster and Emergency Services, Montana Fire Warden’s Association; Montana Sheriffs and Peace Officers Association; and the Montana State Fire Chief’s Association.

**B. 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 NWCG’s minimum standards as defined in the *Wildland Fire Qualifications Systems Guide, PMS-310*. NWCG recognizes the ability of cooperating agencies at the local level to jointly define and accept each other’s qualifications for initial attack, extended attack, fire operations, and prescribed fire. The NWCG minimum standards are NIMS compliant. The following NIMS concepts will be followed as they are implemented: Incident Command System (ICS), qualifications system, training system, the management of publications, and participating in the review, exchange, and transfer of technology as appropriate for providing qualified resources, and for the management of incidents covered by this Agreement.

**C. Operating Plans:** Operating plans will be developed using Exhibit C, Operating Plan Outline, at the geographic, 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:

**1. Geographic Area Operating Plans:**

The Northern Rockies Mobilization Guide will address issues affecting Geographic Area-wide cooperation. The Geographic Area Operating Plan will be approved by the signatory of state and federal NRCG member agencies. The Northern Rockies Mobilization Guide will be incorporated by reference and be considered part of the Geographic Area Operating Plan.

**2. Statewide Operating Plans:**

Statewide Operating Plans will address issues affecting statewide cooperation. The Statewide Operating Plans will be approved by the authorized signatory state and federal members.

The Montana Statewide Operating Plan is 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. The Montana Statewide Operating Plan 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 the Montana Statewide Operating Plan.

These Mobilization Guides are considered part of the Montana Statewide Operating Plan:  
[NRCG Mobilization Guide](#)  
[NRCG Mobilization of Local Government Firefighting Resources](#)

**3. Sub-Geographic (Local) Area Operating Plans (SubGeos):**

Sub-geographic Area Operating Plans will be developed that outline the details of this Agreement for sub-geographical areas. Unit Administrators will have the responsibility for developing and approving Sub-Geographic Area Operating Plans. Unless superseded by the Geographic Area or Statewide Operating Plans, Sub-Geographic Area Operating Plans will apply.

Sub-Geographic Operating Plans must be written in accordance with the terms and conditions of the Montana Master Cooperative Wildland Fire Management and Stafford Act Response Agreement (23-FI-11015600-048) and the incorporated Montana Statewide Operating Plan (Exhibit C).

The Sub-Geographic Operating Plans will be developed at the zone or local level to identify and establish 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 Sub-Geographic Operating Plans. All Sub-Geographic Operating Plans will be developed and/or reviewed annually. Sub-Geographic Operating Plans shall not have an expiration date that is after the expiration date of the Master Cooperative Wildland Fire Management and Stafford Act Response Agreement to which they are tiered. See Exhibit C – Operating Plan.

The State will incorporate county fire protection chapters into each Sub-Geographic Operating Plan 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](#).

**4. Project Plans:**

Project plans are developed for specific non-suppression, fire related projects or activities. (See related clause: Joint Projects and Project Plans).

**D. Interagency Dispatch Centers:** The Parties to this Agreement agree to maintain, support, and participate in Interagency Dispatch Centers, as appropriate.

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

**E. Northern Rockies Coordination Center (NRCC):** The Parties to this Agreement recognize the Northern Rockies Coordination Center in Missoula, MT, as the Geographic Area Coordination Center (GACC) for the Northern Rockies Geographic Area. 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.

**F. Interagency Resources:** Interagency funding, staffing, and utilization of resources and facilities will be pursued by the Parties to this Agreement whenever an interagency approach is appropriate and cost effective. Shared staffing and funding will be commensurate with each Parties use of resources, will be agreed to, and documented in operating plans and Supplemental Fire Project Agreements, and will be subject to the availability of appropriations.

The Parties intend that each interagency dispatch center manager employed by any of the participating Agencies will have Agency specific authorities from each participating Agency, except where prohibited by law or regulation, necessary to conduct the Center's operation.

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.

The Northern Rockies Mobilization Guide (NRMG) will be the primary document to identify approved policy and procedures for dispatching fire resources.

- G. State-to-State Response:** Should a state Party to this Agreement intend to utilize the assistance of the USFS to accept reimbursement amounts expended for resources and services provided from another State, and have the Forest Service or other Federal Agency pay that amount to the State seeking reimbursement, that State agrees to meet the reimbursement obligations and requirements, including any reasonable administrative fees, as agreed upon by the State and the Forest Service or other Federal Agency, and detailed in Exhibit D, Reimbursable Billings and Payments.
- H. Standards:** The Parties to this Agreement desire to achieve common standards within the Parties' best interest, recognizing differing agency missions and mandates. Each Party to this Agreement recognizes that other Parties' standards are reasonable, prudent, and acceptable. This clause does not affect the Jurisdictional Agency's land management standards.

## VIII. PREPAREDNESS

- A. Protection Planning:** Annually, before **February 1st**, sub-geographic area Unit Administrators will determine efficiencies to be gained from reciprocal assistance and acquisition of protection services. Operating plans will document decisions. Plans should be reviewed, and agreement reached concerning such items as placement of crews, engines, air tankers, helicopters, fixed and aerial detection, regulated use, closures, and other joint fire suppression efforts.
- B. Protection Areas and Boundaries:** Protection areas, defined by boundaries, will be mapped and or described, and made a part of geographic, statewide, or sub-geographic area operating plans. Protection Areas may include lands under the jurisdiction of another agency as authorized by law.
- C. 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:
- 1. Reciprocal (Mutual Aid) Fire Protection:** As deemed appropriate, the Agencies may, by agreement 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 any ground resources to the fire for the duration of the mutual aid period. The length of the mutual aid period is usually 24 hours and will be documented in the Operating Plan.

2. **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 applicable item regarding Reimbursable Billings and Payments, Exhibit D.
3. **Exchange (Offset) Fire Protection:** Agencies may exchange responsibility for fire protection for lands under their jurisdiction. The rate of exchange will be based upon comparable cost, acreage involved, complexity, and other factors, as appropriate, and mutually agreed to by the Agencies. Any acres of offset fire protection will be documented in Operating Plans.

If an imbalance exists, the Protecting Agency with the surplus of acres will bill the Jurisdictional Agency for the difference on a per acre basis as computed under Contract or Fee Basis Protection. Imbalance means a deviation exceeding the range of variation agreed to between the Parties.

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 federal wildland fire agencies agree not to bill each other for suppression services.

4. **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 Operating Plans and carried out through an appropriate procurement document.

**D. Joint Projects and Project Plans:** The Parties to this Agreement may 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. Such projects will be documented in separate, local agreements, or other appropriate written documents, executed by the authorized signatories of the involved Parties. This may include a Supplemental Fire Project Agreement, as in Exhibit I, or other written documents.

**E. Fire Prevention and Education:** The Parties to this Agreement agree to cooperate in the development and implementation of fire prevention programs. Unit Administrators will ensure that fire prevention goals and activities are planned at local levels and are addressed in the appropriate operating plans. Specific fire prevention plans should be developed by local interagency fire management personnel. The Parties to this Agreement may pool resources and each Party pay its own costs. Unit Administrators are encouraged to participate in local fire prevention cooperatives, organizations, or groups, where applicable.

**F. Public Use Restrictions:** Parties to the Agreement will use the NRCG Fire Restrictions and Closures Guide located at the NRCG Restrictions and Closures Toolbox. Guidelines for implementing restrictions and closures shall be established by a separate MOU or Agreement, and/or in an Operating Plan.

**G. Burning Permits:** Burning permit procedures, where applicable, will be included in Sub-Geographic Operating Plans. If authorized by state and federal law, federal employees or their agents may be granted authority by the states to issue burn permits when it is determined to be in their mutual interest.

**I. Prescribed Fire and Fuel Management:** The Parties to this Agreement agree to cooperate in the development and implementation of planned ignitions, prescribed fire, and fuels management programs.

Any Party to this Agreement may provide assistance to another Party as requested and agreed to for the purposes of performing planned ignitions, prescribed fire, or other fuels management work. Conditions of the assistance and details related to reimbursement will be agreed to and documented through the procurement or Joint Projects and Project Plans (as referenced in Joint Projects and Project Plans, Clause VIII. D.). Any instrument processed under this clause shall be in accordance with each Party's applicable laws, regulations, and policy requirements.

**J. Smoke Management:** Within their authorities, the Parties to this Agreement agree to cooperate in smoke management efforts for wildfires and prescribed fires. The need for air resource advisors is increasing and additional technical expertise may be available through State air quality and regulatory agencies. The state may facilitate the request and utilization of state air regulatory agencies as resource advisors during any wildfire and prescribed fire incident that could benefit from such additional technical expertise.

## IX. OPERATIONS

**A. 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 or jurisdiction.

**B. Fire Notifications:** Each Party will promptly notify the appropriate Protecting Agency of fires burning on or threatening lands for which that agency has protection responsibility. Likewise, protecting Agencies will promptly inform jurisdictional agencies whenever they take action on fires for which the Protecting Agency is responsible. Fire reports (InForm) will be sent to jurisdictional agencies within the timeframes established in the applicable Operating Plan, Agreement or Memorandum of Understanding.

**C. 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 at the site of the fire, the agencies will mutually agree to the designation of an Incident command organization.

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

**E. Escaped Prescribed Fires:** Wildfires resulting from escaped prescribed fires that were ignited by, managed at the direction of, or under the supervision of one of the Parties to this Agreement shall be the responsibility of the Jurisdictional Agency. If the Parties to this Agreement jointly conduct or manage a prescribed fire, the responsibility for suppression costs, should it escape, shall be agreed upon and documented in the Project Plan. Unless otherwise agreed, all suppression costs and associated damages are the responsibility of the Jurisdictional Agency. The Parties to this Agreement will not hold each other responsible under this clause for escaped prescribed fires originating on private land, or on state or federal lands not protected by one of the Parties to this Agreement.

**F. Response to Wildland Fire:** All fire suppression action conducted by one Party on lands of another Party shall be consistent with the Jurisdictional Agency's fire management policy, preplanned objectives for the area in which the fire occurs, and the terms of this Agreement.

A *Special Management Considerations* section in the Operating Plan, addressing resources and other management concerns, will be used by Unit Administrators of the Agencies to identify areas of special management consideration, and to communicate appropriate fire management actions and any restrictions on firefighting tactical techniques to an Incident Commander.

Unless otherwise agreed, the Jurisdictional Agency will provide an Agency representative or appropriate environmental technical specialist to advise a Protecting Agency of any special management considerations that may influence suppression action. The Incident Commander will incorporate special management considerations into the incident planning process, subject to the delegation of authority.

Under Montana Statute, the State's objective in response to wildland fire is suppression. Entities should recognize that, as in the *Guidance for Implementation of Federal Wildland Fire Management Policy (2009)*, a wildland fire may concurrently be managed for one or more objectives. Additionally, objectives can change as the fire spreads across the landscape, affected by changes in environmental conditions, human influence, and institutional factors. Simply stated, some portions of a wildland fire may receive a protection objective while other portions are managed for resource objectives and may have multiple objectives, and those portions and objectives might change at some time over the duration of the event. The intent should never be to allow a wildland fire to burn onto a jurisdiction that does not want it. All Parties should be involved in developing the strategy and tactics to be used in preventing the fire from crossing the jurisdictional and protection boundaries, and all Parties should be involved in developing mitigations that would be used prior to a fire crossing jurisdictional and protection boundaries. Each Operating Plan must address how the entities will handle cost sharing for wildland fires that spread to another jurisdiction.

**G. Delegation of Authority:** Operating Plans will document procedures and criteria for Unit Administrators to specify direction, authority, and financial management guidelines to Incident Commanders.

**H. Preservation of Evidence:** As initial action is taken on a fire; the initial attack forces will preserve information and evidence pertaining to the origin and cause of the fire. Protecting and Jurisdictional Agencies shall render mutual assistance in the gathering of evidence to the fullest extent practicable. Affected Parties to this Agreement will meet to determine an appropriate investigation process.

- I. **Stafford Act Response:** For Stafford Act Responses, procedures and requirements established in the 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*.

## X. USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES

- A. **Appropriated Fund Limitation:** Nothing in this Agreement shall require the Parties to this Agreement to obligate or expend funds, or require the United States, the State of Montana, or the other Parties to this Agreement to enter any contract or other obligation for the future payment of money in excess of or in advance of appropriated funds available for payment to meet the commitments of this Agreement and modifications thereto, except as specifically authorized by law.
- B. **Length of Assignments:** Consideration must be given to the health and safety of personnel when assigned to fires. The Parties to this Agreement agree that Incident Commanders will release suppression resources to their primary responsibilities as soon as priorities allow. Incident Commanders shall adhere to work/rest policies specified within the *National Interagency Mobilization Guide*.
- C. **Cost Share Agreement:** Whenever multiple jurisdictions are affected due to the location of a fire, it is mandatory to develop and implement a Cost Share Agreement (or Apportionment Process, if applicable). The Operating Plan must address how the Parties to this Agreement will handle cost sharing for wildland fires that spread to another jurisdiction. Acceptable forms of the cost share mix are limited to those listed in Exhibit C, Section VI, Item A. Cost Share Methodologies and Exhibit D, Reimbursable Billing and Payments. A cost share agreement will be approved by the responsible Unit Administrators (as defined in Exhibit A, Glossary of Terms) or their authorized representatives when the incident involves lands of more than one Protecting Agency (see Exhibit C, Section V, Item B, Boundary Line Fires and Exhibit F, Cost Share Agreement).  
  
A Cost Share Agreement that addresses temporary support functions or facilities may be developed to document cost sharing, especially at times of high fire danger or activity.
- D. **Procurement:** At the time of the incident, the affected agencies will determine the appropriate procurement procedures that will be utilized.
- E. **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 may operate each other's vehicles provided the operator is qualified by the current operating guidelines and training requirements of their own Agency. Driving and operating equipment will be for official purposes only.

- F. Text Messaging While Driving:** In accordance with Executive Order (EO) 13513, Federal Leadership on Reducing Text Messaging While Driving, any and all text messaging by federal employees is banned: a) while driving a government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official government business; or b) using any electronic equipment supplied by the government when driving any vehicle at any time. All cooperators, their employees, volunteers, or contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased, or rented vehicles or GOVs when driving while on official government business or when performing any work for or on behalf of the government.
- G. Training:** The Parties to this Agreement will cooperate to assure that training needs are provided that will produce safe and effective fire management and aviation programs. The intent is to champion high-quality training, to minimize training costs by sharing resources, and to standardize training.
- H. Communication Systems and Facilities Access:** 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 arrangement shall be approved only by Agency authorized personnel and in accordance with agency laws, regulations and policies governing security of systems and facilities.
- I. Fire Weather Systems:** The Parties to this Agreement will cooperate in the gathering, processing, and use of fire weather data, including the purchase of compatible sensing systems and the joint use of computer software. All such use shall be in accordance with applicable Federal, State, and local laws, software, and other applicable licenses. The Parties to this Agreement will jointly evaluate and agree to any deletions or additions to the system. The common and agreed upon fire danger rating system for the Northern Rockies Geographic Area is the *National Fire Danger Rating System (NFDRS)*.
- The Parties to this Agreement agree to cooperate and coordinate the utilization of Incident Meteorologist (IMET) services to support responses to wildfires, as described within the Interagency Agreement for Meteorological and other technical services (IMET Agreement) between the National Weather Service (NWS) and the federal wildland fire agencies. The Parties shall follow the provisions described in the IMET Agreement, along with the procedures detailed within the Operating Plan for this Agreement.
- J. Aviation Operations:** The Parties to this Agreement agree to cooperate in the use of aviation resources to foster effective and efficient use of aircraft and personnel. (Refer to the Northern Rockies Mobilization Guide for specific direction in the use of aircraft.)
- K. Billing Procedures:** The Parties agree to follow the policies and procedures detailed in Exhibit D, Reimbursable Billings and Payments.

- L. Cost Recovery:** Authority to recover suppression costs and damages from those responsible for causing a fire varies depending on contracts, agreements, permits and applicable laws. As soon as possible after a fire, the Authorized Representatives of affected Parties will attempt to reach mutual agreement on the strategy that will be used to recover suppression costs and damages from the individuals responsible for such costs and damages. If possible, all costs should be determined prior to the initiation of cost recovery efforts. Such strategy may alter interagency billing procedures, timing and content as otherwise provided in this Agreement. As authorized by law, any Party may independently pursue civil actions against individuals to recover suppression costs and damages, though adequate notice should be provided the other Parties to the Agreement. In those cases where costs have been recovered from an individual, reimbursement of initial attack, as well as suppression costs to the extent included in the recovery, will be made to the Party taking reciprocal action, as authorized by law. Any damages related to operational activities (suppression repair) 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.
- M. 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 Exhibit H, Use and Reimbursement for Stafford Act Shared Resources.

## **XI. GENERAL PROVISIONS**

- A. Personnel Policy:** Employees of the Parties to this Agreement shall be subject to the personnel rules, laws, and regulations of their respective agencies, unless they are employed temporarily by another Party to this Agreement and the authority under which such temporary employment is authorized provides that such employees shall be subject to the employing Party's personnel laws and regulations.
- B. Supplemental Fire Department Resources: (Not Applicable in Montana)**
- C. 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, maps, documents, GIS data, instructions, records, and reports including, but not limited to fire reports, employment records, and investigation reports as either Party considers necessary in connection with the Agreement.
- D. Freedom of Information Act:** Public access to grant or agreement records must not be limited, except when such records must be kept confidential and would be exempted from disclosure pursuant to Freedom of Information Regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 215.36

Public access to culturally sensitive data and information and information of Federally recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2008 Farm Bill).

- E. Record Retention:** All records related to this Agreement should be retained by the Parties in accordance with Agency regulations and policies, but no less than three years from the date that all Agreement projects have been completed. If any litigation, claim, negotiation, audit, or other action involving the records has been started by a Party to the Agreement, that Party should provide notification to any other Party to the Agreement of the need to retain records until the litigation, claim, negotiation, audit, or other action is resolved.
- F. Accident Investigations:** When an accident occurs involving the equipment or personnel of a Supporting Agency, the Protecting Agency shall immediately notify the jurisdictional and supporting agencies. As soon as practical, the Protecting Agency shall initiate an investigation of the accident. The investigation shall be conducted by a team of representatives from the affected agencies, as appropriate. As appropriate, the Parties agree that the Protecting Agency will provide notification of the accident to the National Transportation Safety Board, or the Occupational Safety and Health Administration and other appropriate Agencies.
- G. 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. The Protecting Agency will be responsible for management of the fire under the provisions of this Agreement. Parties to the Agreement will meet and confer to determine a cost recovery process as outlined in Cost Recovery Clause.
- H. Waiver of Claims:** Parties to the Agreement shall each be responsible for their own losses arising out of the performance of this Agreement, and each Party hereby waives any claim against any other Party for loss or damage of its property and/or personal injury or death of its employees or agents occurring as a consequence of the performance of this Agreement; provided, this provision shall not relieve any Party from responsibility for claims from third Parties for losses for which the Party is otherwise legally liable. This waiver does not extend to ordinary expenses incurred as part of the cost of the fire (gloves, fusees, hose, etc.). This provision pertains to claims between the respective state and federal agencies and does not pertain to claims advanced by third Parties

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

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

- I. Equipment, Supplies, and Cache Items:** The Parties recognize that wildland fire suppression will often involve the use of equipment, supplies, and cache items. Equipment, supplies, and cache items checked out (such as pumps, hoses, nozzles, etc.), or supplied by one Party and received by another Party, shall become the responsibility of the receiving/supporting Party. Equipment, supplies, and cache items shall be returned in the same condition as when received, reasonable wear and tear excepted. Notwithstanding the general Waiver of Claims Clause, Parties agree that the receiving/supporting Party shall replace or reimburse for damage in excess of reasonable wear and tear, and shall replace or reimburse items lost or destroyed, except for damage occurring as a result of negligence by the receiving/supporting Party. The receiving/supporting Party will replace or reimburse for items lost, destroyed, or expended with items of like or similar standard from the fire cache or supply unit on the incident, or via an authorization for replacement using a unique request number. Insurance or other reimbursement options should be pursued, if such options are available, prior to replacement or reimbursement for lost, stolen, or destroyed items.
- J. Transported Equipment:** Equipment transported or operated by Supporting Agency personnel in transit to or from an incident is considered under the control of the Supporting Agency. When arrangements are made with a transportation service provider to deliver equipment, the Party making arrangements for the transportation should ensure that the transportation service provider will be responsible for all loss and damage to equipment or supplies consigned on the bill of lading.
- K. 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.

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Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB Control Number for this information collection is 0596-0242. The time required to complete this information collection is estimated between 4 to 24 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information.

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

**USDOI FISH AND WILDLIFE SERVICE  
MOUNTAIN-PRAIRIE REGION**

**GREGORY  
GERLICH** Digitally signed by GREGORY  
GERLICH  
Date: 2023.01.02 07:59:11  
-07'00'

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MATTHEW HOGAN, Regional Director  
Date: \_\_\_\_\_

\_\_\_\_\_  
Contracting Officer FWS-19072

Date: \_\_\_\_\_

**USDOI NATIONAL PARK SERVICE  
INTERMOUNTAIN REGION**

**LISA CARRICO** Digitally signed by LISA  
CARRICO  
Date: 2023.01.23 17:20:55  
-07'00'

\_\_\_\_\_  
Regional Director

Date: \_\_\_\_\_  
**TAMMY  
GALLEGOS** Digitally signed by TAMMY  
GALLEGOS  
Date: 2023.01.05 15:51:44 -07'00'

\_\_\_\_\_  
Contracting Officer

Date: \_\_\_\_\_

**USDOI BUREAU OF LAND  
MANAGEMENT  
MONTANA/DAKOTAS STATE OFFICE**

**SONYA  
GERMANN** Digitally signed by SONYA  
GERMANN  
Date: 2022.12.13 15:17:47  
-07'00'

\_\_\_\_\_  
SONYA GERMANN, State Director

Date: \_\_\_\_\_

**CRAIG  
HOWELLS** Digitally signed by CRAIG  
HOWELLS  
Date: 2022.12.13  
10:07:10 -07'00'

\_\_\_\_\_  
State Fire Business Lead

Date: \_\_\_\_\_

**USDOI BUREAU OF INDIAN AFFAIRS  
NORTHWEST AND ROCKY MOUNTAIN  
REGION**

**SUSAN  
MESSERLY** Digitally signed by SUSAN  
MESSERLY  
Date: 2022.12.22 09:27:02  
-07'00'

\_\_\_\_\_  
SUSAN MESSERLY, Regional Director  
Rocky Mountain Region

Date: \_\_\_\_\_

**KURT FREDENBERG** Digitally signed by KURT  
FREDENBERG  
Date: 2022.12.22 15:46:39 -08'00'

\_\_\_\_\_  
BRYAN MERCIER, Regional Director  
Northwest Region

Date: \_\_\_\_\_

**STATE OF MONTANA  
MONTANA DEPARTMENT OF NATURAL  
RESOURCES & CONSERVATION**

**Shawn Thomas** Digitally signed by Shawn  
Thomas  
Date: 2022.12.21 15:30:03  
-07'00'

\_\_\_\_\_  
SHAWN THOMAS, State Forester

Date: \_\_\_\_\_

\_\_\_\_\_  
Agreements Coordinator

Date: \_\_\_\_\_

**USDA FOREST SERVICE  
NORTHERN REGION**

*Leanne M. Marten* Digitally signed by  
LEANNE MARTEN  
Date: 2022.12.12  
13:08:13 -07'00'

\_\_\_\_\_  
LEANNE M. MARTEN, Regional Forester

Date: \_\_\_\_\_

**LINDSAY  
GILMAN** Digitally signed by LINDSAY  
GILMAN  
Date: 2022.12.12 12:01:46 -07'00'

\_\_\_\_\_  
LINDSAY GILMAN, Agreements Specialist

Date: \_\_\_\_\_

## Exhibit A. Glossary

### GLOSSARY

**Agencies:** Governmental agencies that have direct fire management or land management responsibilities or that have programs and activities that support fire management activities.

**Agency:** A division of government with a specific function offering a particular kind of assistance. In ICS, agencies are defined either as jurisdictional (having statutory responsibility for incident management) or as assisting or cooperating (providing resources or other assistance).

**Agency Administrator:** The official responsible for the management of a geographic unit or functional area.

**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.

**Area:** The lands in a described geographic area that are managed and/or protected by the Parties within this Agreement.

**Area Command (Unified Area Command):** An organization established (1) to oversee the management of multiple incidents that are each being handled by an ICS organization or (2) to oversee the management of large or multiple incidents to which several Incident Management Teams have been assigned. Area Command has the responsibility to set overall strategy and priorities, allocate critical resources according to priorities, ensure that incidents are properly managed, and ensure that objectives are met and strategies followed. Area Command becomes Unified Area Command when incidents are multi-jurisdictional. Area Command may be established at an Emergency Operations Center (EOC) facility or at some location other than an ICP.

**Boundary Line Fire:** Fire occurrences on lands of intermingled and/or adjoining protection responsibilities.

**Closest Forces Concept:** Dispatch of the closest available initial attack suppression resources regardless of which agency owns or controls them, and regardless of which agency has protection responsibility.

**Confine:** Restrict the wildfire within determined boundaries, established either prior to, or during the fire. These identified boundaries will restrict the fire, with no action being taken to put the fire out.

**Contain:** Restrict a wildfire to a defined area, using a combination of natural and constructed barriers that will stop the spread of the fire under the prevailing and forecasted weather conditions, until out.

**Control:** Aggressively fight a wildfire through the skillful use of personnel, equipment, and aircraft to establish firelines around a fire to halt the spread and to extinguish all hotspots, until out.

**Controlled Burn:** Synonymous with **Prescribed Fire**

**Cost Share Agreement:** A document prepared to distribute costs on a multi-jurisdictional incident (see Exhibit F, Cost Share Agreement Template).

**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.

**Direct 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.

**Disaster:** See **Major Disaster**.

**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.

**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 NRF. 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.

**Fee Basis Acquisition of Services:** 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 Management Strategies:** Strategies available to wildfire agencies include: monitor, confine, point zone protection, and full suppression.

**Full Suppression:** A strategy to “put the fire out,” as efficiently and effectively as possible, while providing for firefighter and public safety. To complete a Fireline around a fire to halt fire spread and cool down all hot spots that are immediate threats to control line, or outside the perimeter, until the lines can reasonably be expected to hold under foreseeable conditions. Full suppression is synonymous with “Full Perimeter Control” and “Control.”

**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 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 Command System (ICS):** A standardized, on-scene emergency management construct specifically designed to provide for the adoption of an integrated organizational structure that reflects the complexity and demands of single or multiple incidents, without being hindered by jurisdictional boundaries. ICS is the combination of facilities, equipment, personnel, procedures, and communications operating with a common organizational structure, designed to aid in the management of resources during incidents. ICS is used for all kinds of emergencies and is applicable to small as well as large and complex incidents. ICS is used by various jurisdictions and functional agencies, both public and private, or organized field-level incident management operations.

**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.

**Incident Management Team (IMT):** The IC and appropriate Command and General Staff personnel assigned to an incident.

**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.

**Infrastructure:** The manmade physical systems, assets, projects, and structures, publicly and/or privately owned, that are used by or provide benefit to the public. Examples of infrastructure include utilities, bridges, levees, drinking water systems, electrical systems, communications systems, dams, sewage systems, and roads.

**Initial Attack Zone:** An identified area in which predetermined resources would normally be the initial resource to respond to an incident.

**Jurisdictional Agency:** The agency having land and resource management responsibility for a specific geographical or functional area as provided by federal, state or local law.

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

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

**In-Kind Donations:** Donations other than cash (usually materials or professional services) for disaster survivors.

**Interagency:** Coordination, collaboration, communication among cooperating agencies.

**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.

**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 used 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.

**Monitoring:** The orderly collection, analysis, and interpretation of environmental data to evaluate management’s progress toward meeting objectives and to identify changes in natural systems particularly with regards to fuels, topography, weather, fire behavior, fire effects, smoke, and fire location. This may be done onsite, from a nearby or distant vantage point in person, for example, the work done by Fire Effects Monitor (FEMO) or Field Observer (FOBS) positions or by using a sensor, or through remote sensing (aircraft or satellite).

**National:** Of a nationwide character, including the federal, state, local, and tribal aspects of governance and policy.

**National Incident Management System (NIMS):** The 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 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 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.

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

**Operating Plan:** A document reviewed annually, updated as necessary, and authorized by the appropriate officials for implementing the Cooperative Wildland Fire Management and Stafford Act Response Agreement in 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.

**Point or Zone Protection:** A wildfire response strategy which protects specific assets or highly valued resources from the wildfire without directly halting the continued spread of the wildfire.

**Preparedness:** Activities that lead to a safe, efficient, and cost effective fire management program in support of land and resource management objectives through appropriate planning and coordination.

**Prescribed Fire:** Any fire intentionally ignited by management actions in accordance with applicable laws, policies, and regulations to meet specific objectives.

**Prevention:** Activities directed at reducing the incidence of fires, including public education, law enforcement, 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:** Agency responsible for providing direct incident management within a specific geographical area pursuant to its jurisdictional responsibility or as specified and provided by contract, cooperative agreement, etc.

**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 for which a particular fire protection organization has the primary responsibility for attacking an uncontrolled fire and for directing the suppression actions.

**Protection Boundaries:** The exterior perimeter of an area within which a specified fire agency has assumed a degree of responsibility for wildland fire control. It may include land in addition to that for which the agency has jurisdiction or contractual responsibility.

**Reciprocal Fire Protection:** The act of helping a neighboring Protecting Agency through written agreement for mutual aid in furnishing fire protection, which includes personal services and equipment required for fire prevention, the protection of life and property from fire, and firefighting. Reciprocity is attained by agreeing among agencies regarding the kind, location and numbers of firefighting resources which will automatically be made available as part of the initial response to a wildfire, regardless of the Protecting Agency. The kind, locations, and numbers of resources which constitute reciprocity are defined in or through Sub-Geographic Operating Plans.

**Reconciliation Process:** The process for tracking incidents for all Parties to this Agreement for the purpose of issuing one annual billing for each paying Party.

**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 Costs:** All costs associated with operations and support ordered on a resource order or under a Joint Project or Project Plan by or for an incident or project within the provisions of this Agreement.

**Resources:** Personnel and major items of equipment, supplies, and facilities available for assignment to incident operations and for which status is maintained. Resources are described by kind and type and may be used in operational support or supervisory capacities at an incident or at an EOC.

**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:** The mobilization of the necessary services and responders to a 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.

**Severity Funding:** Suppression funds used to increase the level of pre-suppression capability and fire preparedness when predicted or actual burning conditions exceed those normally expected, due to severe weather conditions.

**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 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.

**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.

**Supplemental Fire Department Resources:** Supplemental Fire Department Resources are not utilized in Montana. Overhead tied to a local fire department generally by agreement who are mobilized primarily for response to incidents/wildland fires outside of 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 staff.

**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 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.

**Unified Command:** An application of ICS used when there is more than one agency with incident jurisdiction or when incidents cross political jurisdictions. Agencies work together through the designated members of the Unified Command to establish their designated Incident Commanders at a single Incident Command Post and to establish a common set of objectives and strategies and a single Incident Action Plan.

**Unit Administrator (Line Officer):** The individual assigned administrative responsibilities for an established organizational unit, such as Forest Supervisors or District Rangers for the Forest Service, District Manager for the Bureau of Land Management, Area Forester, District Forester, or State Forester as designated for the State Forest Service, Agency Superintendent for the Bureau of Indian Affairs, Park Superintendent for the National Park Service, and Refuge Manager (Project Leader) for Fish and Wildlife Service. May also include managers for a Tribe, state, county, or local government entity.

**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, unwanted wildland fire including unauthorized human-caused fires, escaped wildland fire use events, escaped prescribed fire projects, and all other wildland fires where the objective is to put the fire out.

**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

**Exhibit B. Principal Contacts**

PRINCIPAL CONTACTS. The Principal Contacts for this instrument are as follows. These points of contact will review this instrument at least annually.

<b>Bureau of Indian Affairs</b>		<b>Bureau of Land Management</b>
Bryce Rogers		Karly DeMars
Regional Fire Management Officer		State Fire Planner
2021 4 <sup>th</sup> Ave N. Billings, MT 59101		BLM-Montana/Dakotas State Office 1299 Rimtop Drive, Billings, MT 59105
Phone: 406-696-5055		Phone: 406-896-2935
FAX:		FAX:
E-Mail: <a href="mailto:bryce.rogers@bia.gov">bryce.rogers@bia.gov</a>		E-Mail: <a href="mailto:kdemars@blm.gov">kdemars@blm.gov</a>

<b>U.S. Fish and Wildlife Service</b>		<b>Forest Service</b>
Michael Haydon		Chris Johnson
Regional Fire Management Coordinator		Asst. Director, R1 FAM Cooperative Fire
FWS – Mountain Prairie Region 134 Union Boulevard, Lakewood, CO 80228		USDA-FS Northern Region 26 Fort Missoula Rd. Missoula MT 59804
Phone: 402-661-1754		Phone: 406-529-7751
FAX: 402-661-1983		FAX:406-329 -3132
E-Mail: <a href="mailto:michael_haydon@fws.gov">michael_haydon@fws.gov</a>		E-Mail: <a href="mailto:christopher.johnson5@usda.gov">christopher.johnson5@usda.gov</a>

<b>National Park Service</b>		<b>Montana Department of Natural Resources and Conservation</b>
Jeremy Lusher		Matt Hall
Regional Fire Management Officer		Fire Protection Bureau Chief
NPS Intermountain Region, DOI 6,7, and 8 Grand Canyon National Park, AZ 86046		Forestry Division 2705 Spurgin Rd. Missoula, MT 59804
Office: 303-969-2045		Phone: 406-542-4312
FAX:		FAX:
E-Mail: <a href="mailto:jeremy_lusher@nps.gov">jeremy_lusher@nps.gov</a>		E-Mail: <a href="mailto:matthall@mt.gov">matthall@mt.gov</a>

**Exhibit C. Operating Plan**

**Montana Statewide Operating Plan**

**2023-2027**

**Between**

**THE STATE OF MONTANA**  
**DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION**  
*UEI: DMJFJJ2R7Y1*

**And the**

**UNITED STATES DEPARTMENT OF THE INTERIOR**

**BUREAU OF LAND MANAGEMENT**  
**MONTANA/DAKOTAS STATE OFFICE**  
*UEI: YWM3W5LSWY51*  
*Agreement # 2023-BLM-MT911-001*

**NATIONAL PARK SERVICE**  
**INTERMOUNTAIN REGION**  
*UEI: ZK1LYM6WE3C4*

**BUREAU OF INDIAN AFFAIRS**  
**NORTHWEST REGION**  
**ROCKY MOUNTAIN REGION**  
*UEI: FAEQN3LV59K3*  
*Agreement #23C00443300*

**UNITED STATES FISH AND WILDLIFE SERVICE**  
**MOUNTAIN-PRAIRIE REGION**  
*UEI: MMR7BW92EDK3*

**And The**

**UNITED STATES DEPARTMENT OF AGRICULTURE**

**FOREST SERVICE**  
**NORTHERN REGION**  
*UEI: G2EGL5TJE6N3*  
*Agreement # 23-FI-11015600-048*

**BUREAU OF LAND MANAGEMENT MONTANA/DAKOTAS STATE OFFICE****North Central District**

Lewistown Field Office  
 Malta Field Office  
 Glasgow Field Office  
 Havre Field Office  
 Upper Missouri River Breaks National Monument

**Western Montana District**

Butte Field Office  
 Missoula Field Office  
 Dillon Field Office

**Eastern Montana/Dakotas District**

Miles City  
 Billings  
 North Dakota  
 South Dakota Field Offices

**NATIONAL PARK SERVICE****Intermountain Region**

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

**BUREAU OF INDIAN AFFAIRS****Rocky Mountain Region**

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

**Northwest Region**

Flathead Reservation  
 National Bison Range

**UNITED STATES FISH AND WILDLIFE SERVICE****Mountain-Prairie Region**

Benton Lake National Wildlife Refuge (NWR)  
 Benton Lake Wildlife Management District (WMD)  
 Bowdoin NWR  
 Bowdoin WMD  
 Bozeman Fish Technology Center  
 Charles M. Russell NWR  
 Northwest Montana Wetlands Mgmt. District  
 Creston National Fish Hatchery  
 Ennis National Fish Hatchery

Lee Metcalf NWR  
 Lost Trail NWR  
 Medicine Lake NWR  
 Medicine Lake WMD  
 National Bison Range  
 Kootenai NWR  
 Charles M. Russell WMD  
 Red Rock Lakes NWR  
 Swan River NWR

**FOREST SERVICE****Northern Region**

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

**STATE OF MONTANA****DNRC**

Central Land Office  
 Northwestern Land Office  
 Southern Land Office  
 Southwestern Land Office  
 Eastern Land Office  
 Northeastern Land Office

This Operating Plan is hereby made and entered into by and between the Parties pursuant to the Master Cooperative Wildland Fire Management and Stafford Act Response Agreement (23-FI-11015600-048) signed and dated 12/31/2022. This Operating Plan, inclusive of any referenced attachments or Exhibits, is tiered to the Agreement. When a modification to this Operating Plan is necessary, a formal modification to the agreement is unnecessary unless a modification contradicts any terms and conditions of the Master Agreement. If conflict exists between the Operating Plan and the Master Agreement, the Master Agreement controls and not the Operating Plan.

## I. PURPOSE

This is a Statewide Operating Plan applicable to all signatory Parties within the State of Montana. Its purpose is to address statewide issues affecting cooperation, interagency working relationships and protocols, financial arrangements, sharing of resources, and joint activities/projects. The [Northern Rockies Interagency Mobilization Guide](#) is considered part of this Operating Plan.

## II. RECITALS

Stafford Act responses and related National Response Framework activities will be accomplished utilizing established dispatch coordination concepts. Situation and damage assessment information will be transmitted through established fire suppression intelligence channels.

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

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

## III. INTERAGENCY COOPERATION

The following are incorporated by reference and will remain in effect under the authority of the Master Agreement until revised or renegotiated as appropriate:

- [Northern Rockies Interagency Mobilization Guide](#)
- [Northern Rockies Multi-Agency Coordinating Group Operating Handbook](#)
- [NRCG Mobilization of Local Government Firefighting Resources](#)

### A. Interagency Dispatch Centers:

1. **Purpose and Overview:** The Parties to this Operating Plan agree to maintain, support, and participate in Northern Rockies Coordination Center (NRCC). Current interagency dispatch and coordination centers within the state of Montana are listed in Table 1.

**Table 1: List of Tier 3 (Zone) Dispatch Centers in MT**

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

All base labor will be covered by the employing agency. These are not reimbursable costs, unless assigned to a specific incident on a resource order. Overtime is a cost directly attributed to a specific incident.

2. **Administrative Oversight/Structure:** Addressed on the [Northern Rockies Interagency Coordination Center](#) website.
3. **Dispatch Organization:** Interagency staffing at NRCC and zone dispatch centers are detailed in the [Northern Rockies Mobilization Guide](#), Chapter 70 Fire Organization Directory.
4. **Roles and Responsibilities:** Addressed on the NRCC website. NRCC and each of the zone dispatch centers are led by a Center Manager and are supported by interagency geographic area or zone Boards of Directors. The NRCC Center Manager has been delegated the authority to move resources throughout the Northern Rockies Geographic Area (NRGA) and between other national geographic areas to accomplish the mission of the NRGA coordination system.
5. **Dispatch Services:**
  - a. **Initial and Extended Attack:** Fire dispatching for fires on land protected by agencies will comply with the following:
    - i. Resources will be dispatched using the closest force(s) concept. Pre- planned response plans based on National Fire Danger Rating System (NFDRS) indices will be utilized to guide this process.
    - ii. The responsibility for management of the incident will fall to the most qualified initial attack supervisor on the first resource to arrive at the scene. Individual will remain as Incident Commander until released of these duties by the protecting or Jurisdictional Agency.
    - iii. Agencies are responsible to provide information and assistance to each other in a timely manner, for proper completion of the fire reports.
    - iv. In the event of an extended attack or when incident management teams are in command of an incident, dispatch actions for that incident will be conducted through the Jurisdictional Agency, unless the Jurisdictional Agency delegates otherwise.
  - b. **Mobilization, Demobilization and Support:** Addressed on the Northern Rockies Interagency Coordination Center website. The NRCC Center Manager has been delegated the authority to support and move resources within the NRGA and between geographic areas in support of preparedness, severity, and wildland needs.

- c. Aviation:** Forms, safety elements, maps, resource status, contracts, and guides addressing aviation operations are located on the [NRCC Aviation website](#). Montana state aircraft are not approved for use by federal agencies. Under emergency circumstances, where human life is immediately at risk by wildfire on federal lands under federal protection, a federal line officer can approve the use of non-federally approved aircraft to address the immediate threat. This exemption must only take place when sufficient federal aircraft are not readily available to meet the emergency need.
  - d. Prescribed Fire:** The NRCC Center Manager has been delegated the authority to support and move resources within the NRGAs and between other geographic areas in support of prescribed fire needs.
  - e. All Hazard:** The NRCC Center Manager has been delegated the authority to support and move resources within the NRGAs and between other geographic areas in support non-wildfire emergencies and all-hazard incidents in a manner consistent with the providing agency's mission and management objectives.
- 6. Funding:** Sharing project costs will be documented in separate Supplemental Project Plans. Sharing project costs such as staffing, funding, and level of participation will be agreed to by the affected Parties to this Operating Plan and documented in sub-geographic area, or dispatch operating plans and/or appropriate mobilization guides. Separate Supplemental Fire Project Agreements will be developed and executed documenting these arrangements and the exchange of funds.

## **B. Interagency Resources:**

- 1. NRCC Funding and Staffing:** Each Party to this agreement contributes financially and with personnel to run the NRCC.
- 2. Mobilization Between Zone Dispatch Centers:** Per Northern Rockies Mobilization Guide Chapter 10 Policy, all dispatch centers may order resources from their neighbor(s). Zone dispatch centers adjacent to one another in the Eastern, Great Basin, Rocky Mountain, and Northern Rockies Geographic Areas may engage in resource ordering across geographic area boundaries. Formal agreement or MOU will be required if there is any exchange of funds or a need for cross-billing authorities.
- 3. Interstate Mobilization:** The [Interstate Mutual Aid Agreement for Wildland Fire Management Assistance](#) is an agreement to provide mutual assistance in wildland fire incident management. The Northwest Compact, available on [DNRC Agreements, Plans, and Guides](#) website, is an agreement between the U.S. and Canada and multiple states to govern interstate mobilization in support of incident management.
- 4. Incident Management Teams:** The Northern Rockies Type 1 and Type 2 Incident Management Teams (IMT) are identified annually on [NRCC Overhead](#) webpage. The [Northern Rockies IMT Standard Operating Guide](#) (SOG) describes implementation of NRCG's mission for providing direction to Northern Rockies IMT using the national template. The SOG addresses the required elements necessary to successfully assemble, manage, dispatch, perform, and release IMT on all-risk assignments. It is reviewed annually by NRCG, Agency Administrators, and Incident Commanders (IC) to document shared understandings and to incorporate national and regional priorities.

5. **Subject Matter Experts for Competed Solicitations:** The State will provide employees to serve as subject matter experts, auditors for training providers, equipment inspectors, instructors and provide vehicles as available. The Forest Service will reimburse the State for salary, travel, and miscellaneous expenses.
6. **Sub-Geographic Operating Plans (SubGeos):** Sub-Geographic Operating Plans are considered supplements to the CFMA. Copies must be sent to the NRCG Executive Assistant by **May 15th**. These plans, when received, will be posted on the NRCG website.
7. **Tribal Resources:** Indian tribal resources may be available for use under this agreement through existing Bureau of Indian Affairs/tribal cooperative agreements. In such instances, the cooperative agreement will be incorporated into the Sub-Geographic operating plan by reference.
8. **Use of Inmate Resources:** Use of inmate resources for Federal fire suppression operations are ordered and coordinated through the State of Montana. The Department of Corrections Operating Plan describes the agreement.
9. **Use of National Guard Resources:** Ordering and Payment of National Guard resources will occur through the State of Montana. Procedures for use of military resources are listed in the following agreements:
  - [Memorandum of Agreement with Montana National Guard and DNRC](#)
  - Military Use Handbook (NFES 002175) – regular military forces
10. **Use of International Resources:** Procedures for use of international resources are listed in the following agreements:
  - [Northwest Wildland Fire Protection Agreement \(Northwest Compact\)](#) and [Annual Operational Guidelines](#). Ordering and payment of NW Compact resources are through the respective states. Signatory agencies for the Northwest Compact are States of Washington, Oregon, Alaska, Idaho, Montana, and provinces of Alberta, Saskatchewan, British Columbia, Yukon Territories, and Northwest Territories.

International Agreements in the National Mobilization Guide describe the process for use and ordering of international resources by federal agencies.

- [British Columbia & NW United States Wildfire Response Border Arrangement](#). Arrangement is to provide the framework under which wildfire management activities, identification, initial response, mutual aid and planning allows for cooperative pre suppression and wildfire protection along the United States and Canada's British Columbia portion of the International Border. This arrangement is between the Province of British Columbia Ministry of Forests Land and Natural Resource Operations, USDA Forest Service – Pacific Northwest Regions, Alaska and Northern Regions; National Park Service – Pacific West, Alaska and Intermountain Regions; and Bureau of Land Management – Oregon/Washington and Idaho State Offices.

**11. Incident/Project order number:** The incident number for all wildfires will be determined by the Jurisdictional Agency at the point of origin. The lead paying agency for wildfires shall be the protecting or Jurisdictional Agency at the point of origin, unless otherwise agreed to.

Outside of Federal and State jurisdiction, and when a Federal or State agency responds to an incident on city/local/county/private lands, the Incident Order number will be determined by the incident agency (BLM, UFWS, USFS, BIA, NPS, State) initiating suppression activities within the Federal and/or State dispatch center.

### **C. Standards:**

1. All Parties to this operating plan accept the standards for each agency through the duration of an incident, in compliance with the Master Agreement and associated operating plans.
2. The National Wildfire Coordinating Group publication, National Incident Management system: Wildland Fire Qualifications System Guide (PMS 310-1), outlines the minimum requirements for training, experience, physical fitness level, and current standards for wildland fire positions, which all participating agencies have agreed to meet for national mobilization.
3. During initial action, all agencies (federal, state, local and Tribal) accept each other's standards. Once jurisdiction is clearly established, then the standards of the agency(s) with jurisdiction prevail.

### **D. Local Government Fire Forces (LGFF):**

1. LGFF refers to a subdivision of local government organized and administered under Montana Code Annotated, Title 7. The following are interchangeable with the term LGFF:
  - Fire departments (career, combination, volunteer) including municipal, rural fire districts, volunteer fire company, fire service area, or county rural fire department
  - County or municipal (e.g., town or city) equipment and personnel
  - Volunteer and paid personnel from local government Fire, Emergency Medical Services (EMS), Search and Rescue, or Law Enforcement organizations
2. Wildland fire protection areas frequently overlap with areas of local government or rural fire protection responsibility (generally referred to as "stacked protection"). The Protecting Agency may negotiate with local government fire forces and to develop local agreements that clearly establish responsibilities for protection of wildland and structures within their protection boundaries. Agreements will follow the NRCG Mobilization Guide and NWCG Standards for Interagency Business Management. The State will work with LGFF to map local departments' protection areas.
3. The State maintains cooperative fire control agreements with all 56 counties. This State/County Cooperative Fire Protection arrangement ensures wildland fire protection on over 55 million acres of state and private land not otherwise covered by a recognized protection agency. The county and its firefighting operations organize, respond, and perform both their respective Title 7 (Local Government Fire Protection) obligations and DNRC's Title 76 (Wildland Fire) duties as outlined in MCA § 76-13-104. Montana counties agree to provide the basic level of wildland fire protection through a system of rural firefighting organizations and county personnel. In return for this service, cooperating counties receive DNRC support in the form of organizational and technical assistance/advice, fire equipment, training, and direct fire control assistance when required.

4. The State will incorporate county fire protection chapters into each Sub-Geographic Operating Plan as appropriate. This will define relationships between Federal, State, and County protection entities. LGFF that are not covered under a state or county cooperative agreement cannot be signatory to a Sub-Geographic Operating Plan as provided for in this agreement. Individual agreements with these entities can be made between any federal agency and a LGFF.
  5. LGFF are made available to cooperating agencies and the interagency wildland fire system through the State. Dispatching LGFF should follow all the protocols stated in the [NRCG Mobilization of Local Firefighting Forces](#) and [Chapter 50 of the Northern Rockies Supplement to the NWCG Standards for Interagency Incident Business Management](#) .
- E. Fire Wardens:** By virtue of their positions in wildfire response and acting within the scope of this agreement, employees of recognized wildland fire protection entities are approved and recognized by the State as a Fire Warden, as authorized in 76-13-104 (7) and subject to the duties of 76-13-116.
- F. Tribal Resources and Wildland Fire Protection:** Within the state of Montana, Indian Trust Lands held in trust by the Department of Interior is managed by BIA. Tribal fire management organizations may participate in wildland fire management activities under an agreement with BIA.
- G. Supplemental Fire Department Resources:** N/A

#### IV. PREPAREDNESS

##### A. Protection Planning:

1. The Jurisdictional Agency may utilize its own personnel and equipment to conduct fuels management, planned ignitions, or other related preparedness tasks (e.g., prevention patrols). All activities will be coordinated with the Protecting Agency.

- B. Protection Areas and Boundaries:** An interactive map of [Current Wildfire Protection in Montana](#) is maintained by MT DNRC. The map will be reviewed annually at the Sub-Geographic level. Maps and databases that depict wildland protection unit boundaries, lands that have been exchanged for protection purposes and areas that have local government fire protection responsibilities are compiled and maintained by the State. Protection agreements will be reviewed annually at the Sub-Geographic level; changes to protection will be approved at the Regional (federal) and Bureau (state) level. Reciprocal initial attack zone and Special Management Areas will be documented in Sub-Geographic Area Operating Plans. Initial attack, mutual aid, or assistance for hire among federal, state, and local government entities should be described in the Sub-Geographic Operating Plans or in local agreements between federal agencies and local entities.

##### C. Methods of Fire Protection and Suppression

###### 1. Reciprocal (Mutual Aid) Fire Assistance

**Mutual Aid Period:** The Parties to this agreement consider their lands in the State of Montana affected by this agreement to be reciprocal. The Mutual Aid period between the Parties to this agreement is between 4 and 24 hours. Mutual Aid periods are described in

Sub-Geographic Area Operating Plans. Supporting Agencies will not bill the Protecting Agency for incident costs during the Mutual Aid Period. If Supporting Agency's resources are ordered to stay past the Mutual Aid Period, their costs are reimbursable. If the cost threshold of \$5,000 is reached, all costs accrued by the Supporting Agency, including costs accrued during the Mutual Aid Period are reimbursable.

## 2. Exchange (Offset) Protection

The BLM, FWS, Forest Service and the State have negotiated an exchange of protection, which redistributes fire protection responsibilities throughout the state. The exchange is based on acreage and agreed to by all Parties. The process used provides an acceptable balance of exchange and mutual benefit. Official maps and narratives documenting the exchange are available online at the [Montana Offset Protection Map](#).

Separate Interagency Agreements between the Forest Service and the Bureau of Land Management describe the terms of a federal-to-federal offset protection exchange. Where this Interagency Agreement applies, the State is a Supporting Agency. Areas where federal to federal offset exist will be described in Sub-Geographic Operating Plans and the appropriate Interagency Agreement will be referenced.

All fire suppression costs on such lands where offset protection is employed will be borne by the Protecting Agency. Suppression resources requested by the Protecting Agency and provided by the Jurisdictional Agency or Supporting Agencies on these lands is reimbursable.

- a. The master statewide offset map will be adjusted, as needed, every five years in conjunction with the updates to the CWFMA. Realignment of offset protection boundaries statewide will originate at the sub-geographic area (NRCG Zone) level when interagency fire management staff redistribute offset acres to maximize efficiency and align protection responsibilities with their agencies' missions. All realignment will be approved at the Regional and Bureau level, documented in the Montana Offset Protection Map, described in Sub-Geographic Area Operating Plans, and distributed to affected Dispatch Centers.
- b. Sub-Geographic Areas will align with NRCG Zone boundaries, and each will have at least one Sub-Geographic Area Operating Plan. Each Dispatch Center will have an Operating Plan that includes a Financial Plan for illustration of shared costs. Sub-Geographic Area Operating Plans will be finalized by **March 1** each year to allow adequate time for distribution to Dispatch Centers and interagency fire management staff in preparation for the upcoming fire season.

## D. Joint Projects and Project Plans

Sub-Geographic Operating Plans will list or reference joint cooperative projects, if applicable. (These types of projects/plans will be outlined in separate documents).

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. Implementation of such projects will require a separate agreement, or other appropriate written document, executed by the authorized signatories of the involved Parties. This may include a Supplemental Fire Project Agreement, as in Exhibit I or other written document.

**E. Fire Prevention and Education**

The Agencies will share and jointly work together to deliver fire prevention and education programs. Activities may include joint press releases, Smokey Bear programs, campaigns such as One Less Spark, One Less Wildfire, and local education programs. The Agencies shall share the cost of prevention and education activities as agreed to and documented in Sub-Geographic Operating Plans but may not seek reimbursement from the cooperating agency without an executed Supplemental Fire Project Agreement or other written agreement.

**F. Public Use Restrictions**

Public use restrictions/fire prevention orders will be coordinated between all agencies, so that a unified message can be delivered to the public. It is the responsibility of each agency to issue public use restrictions/fire prevention orders. Montana Restrictions Orders and Maps will be available at the [Montana Wildland Fire Information](#) webpage. Fire restrictions in the state will be conducted as per the [NRCG Restrictions and Closures Guide](#). The [NRCG Restrictions and Closures Toolbox](#) contains Area Plans, Publications, and Products associated with Stage I and II Restrictions, local burn bans and closures. Individual tribal governments may have a localized restriction order or resolution process. NRCG Area Restrictions Coordinators will post Fire Restrictions and Interagency Orders at [www.MTFireInfo.org](http://www.MTFireInfo.org)

**G. Burning Permits:** All burning permits will be issued per each agency guidelines.

1. Burn permits are needed on private lands classified as forested by the State.
2. Many counties have adopted a [County Burn Permit and Notification Service](#). This allows citizens to apply for a burn permit online. The service allows for communication to the public regarding smoke management, fire danger, burn bans, and best practices when burning debris or agricultural lands. The service can be set up to collect funds from permittees, or the county may choose to pay for the service and set up free access. When a county participates in the online system, wildland fire management agencies and dispatch centers can access an auto-generated map of active burn permits in their county on any given day.
3. If a Protecting Agency wishes to issue burn permits for lands outside its jurisdiction, it must coordinate with the Jurisdictional Agency for delegated authority. Enforcement of burn permit violations, arson, or trespass is the responsibility of the Jurisdictional Agency, unless the fire is adjacent to, or threatens, another agency's jurisdiction.

**H. Prescribed Fire (Planned Ignitions) and Fuels Management:**

Planned projects will be coordinated. Agencies will follow agency requirements and exchange of funds will be documented in a separate Supplemental Fire Project Agreement.

When a planned ignition is declared a wildfire, the management of the wildfire shall be agreed upon by the protecting and jurisdictional agencies and documented in Sub-Geographic Operating Plans.

Prescribed fire and fuels management activities will be addressed in Sub-Geographic Operating Plans or other agreements, or if requested on a detailed resource order. For federal agencies, billing will follow the guidance set in the [Interagency Agreement for Fire Management](#) as signed by the federal agency administrators.

**I. Smoke Management:**

- 1. Air Resource Advisors:** Ensure smoke impacts to the public and fire personnel are addressed through the IMT ordering Air Resource Advisors (ARA) on Type 1 fires and consider ordering ARA to Type 2 fires per the Interagency Standards for Fire and Fire Aviation Operations (Red Book) and Public Law 116-9, the Dingell Act, 2019. ARA are members of the Wildland Fire Air Quality Response Program and are specialists in smoke management and air quality. An ARA is recommended when an incident has smoke management objectives and/or smoke is expected to impact communities or sensitive populations for an extended period. ARA are ordered in Interagency Resource Ordering Capability (IROC) as Technical Specialists (THSP). Additional information on ordering an ARA can be found in the Northern Rockies Mobilization Guide.
- 2. Montana/Idaho Airshed Group:** Agencies in Montana and Idaho are members of the Montana/Idaho Airshed Group and coordinate smoke management from prescribed fire actions following specific protocols. The group's procedures are outlined in the [Montana/Idaho Airshed Group Operating Guide](#) website.

**V. OPERATIONS****A. Fire Notifications:**

Detection will be coordinated between agencies as needed. All fire detected will be reported to the appropriate dispatch center. If applicable, Sub-Geographic Operating Plans shall specify notification procedures and timelines, to include timeframes when final fire reports will be sent to jurisdictional agencies.

**B. Boundary Line Fires:**

Units are expected to review boundary areas annually with neighboring agencies to determine whether preplanned response strategies, (e.g., run cards, special management considerations), are still appropriate for each other's jurisdictional interests. Plans to resolve adjacency issues will be documented in Sub-Geographic Operating Plans and on maps referenced in those plans. Those plans will guide the development of cost share agreements if multi-jurisdictional fires occur in the area.

When a wildland fire that is being managed for resource objectives, spreads into a neighboring jurisdiction where fire is not wanted, the managing jurisdiction shall be responsible for wildfire suppression costs.

**C. Independent Action on Lands Protected by Another Agency:**

- 1.** Any participating agency may, upon its own initiative, at the risk of their own expense, and with appropriate notification and coordination, respond to wildland fires on lands that are under the direct protection of another agency. All fire suppression actions conducted on lands of other Agencies shall be consistent with the Jurisdictional Agency's land management policy.
- 2.** Parties to this Agreement shall not perform any fire suppression action that is contrary to limitations found in associated Sub-Geographic Operating Plans.

**D. Response to Wildland Fire:**

1. Agency administrators should include nearby jurisdictions and landowners that could be affected, through planning, strategy development, seeking additional information to understand the adjacent landowners' concerns.
2. Wildfires on federal lands that are not human caused may be managed for multiple objectives as established in land and resource management plans. These areas and the process for fire management in these areas will be documented in Sub-Geographic Operating plans. Adjacent fire protection entities, including state and local government, should be consulted regarding fire management strategies utilized in these areas, and share decision-making whenever possible. For fires under protection responsibility of the state, under Montana Statute, the State's objective in response to wildland fire is fire suppression.
3. All fire agencies have primary responsibility for fire suppression with 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 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.
4. Protecting agencies will share staffing level response to meet Jurisdictional Agency objectives. These expectations/staffing levels will be discussed between both Parties and the expected response will be agreed to annually. Protecting agencies will be expected to be fully staffed from June 1 until September 15 each year. Protecting agencies will be expected to respond to wildfires outside of these dates as conditions warrant but may not be fully staffed depending upon funding. If a Protecting Agency is not able to provide the resources required for additional staffing outside of these dates or to meet additional resource protection requirements for the area due to special management requirements (i.e., additional resource protection requirements protecting sage grouse habitat, special events on Jurisdictional Agency land, etc.), the Jurisdictional Agency may provide additional preparedness costs or additional resources to the protection agency. Additional preparedness costs and resources should be discussed between all agencies involved in the offset, to facilitate a balance, if necessary, across the state.

**E. Decision Process:**

The development of suppression strategies and tactics should consider the probability of success, safety risk mitigations, available resources, values at risk, social and political values, and existing legal statutes. The decisions should be documented per each agencies policy and included in the incident file. A wildland fire decision document will be completed by the Jurisdictional Agency per agency requirements. The wildland fire decision documents the Jurisdictional Agency's direction for the specific incident. Periodic assessments by the agency administrator of the wildland fire decision will occur.

The Wildland Fire Decision Support System (WFDSS) is used by the federal agencies and the State uses the Incident Situation Assessment (ISA).

The Jurisdictional Agency provides resource-based input to the incoming team through the Jurisdictional Agency's line officer signature delegation, development of the wildland fire decision document, and presence of a Jurisdictional Agency resource advisor on the incident. The Delegation of Authority (DOA) will incorporate these planning documents and will clearly communicate the intent of the leader(s). The DOA will be signed by all Agencies based on incident requirement.

**F. Cooperation:**

All Parties will be involved in developing strategy and tactics which would be used if a wildland fire does cross jurisdictional or protection boundaries. Neighboring Jurisdictional or Protecting Agencies should provide prompt notification to neighboring agencies when concerns exist about fires that have the potential to impact adjacent jurisdictions or protection areas.

**G. Communication:**

1. Communications should occur prior to fire seasons and during the early stages of wildland fires. Agencies managing fires, especially those with multiple objectives, should consider firefighter and public safety, predicted weather conditions, resource drawdown, proximity to private property, values at risk, smoke, current and anticipated fire activity, and time of season.
2. News releases are issued through the jurisdictional public affairs offices of each agency. Where applicable, news releases should be coordinated between the agencies.
3. The Incident Status Summary (ICS-209), submitted to the GACC, is used to report large wildland fires and any other significant events on lands under federal protection or federal ownership. Large fires are classified as 100 acres or larger in timber fuel types, 300 acres or larger in grass fuel types, or when a NIMO, Type 1 or 2 Incident Management Team is assigned, regardless of the size of the incident or the suppression management strategy.
4. Frequency sharing between agencies is allowed per FCC (Federal Communications Commission) and NTIA (National Telecommunications and Information Administration) rules. Frequency use is authorized via written MOU to ensure compliance with the respective agencies' official license/authorization parameters.
5. Each year, all signatories to this Agreement coordinate to publish and distribute the NRCG Frequency Guide, detailing the frequencies that are issued to each agency within the Northern Rockies. The guide is not published online. It is available for reference by contacting the NRCC's Aviation Desk.

**H. Cost Efficiency:**

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

**I. Delegation of Authority (DOA):**

1. The Protecting Agency has delegated authority for fire suppression responsibility as per this agreement, and, as such, is responsible for drafting a DOA for an Incident Management Team (IMT). The Protecting and Jurisdictional Agencies are encouraged to jointly develop and sign DOAs for Type 4 and 5 incidents.

2. In the case of an incoming IMT (Type 1, 2, 3), or Complex Incident Management Teams, the Protecting and Jurisdictional Agencies are encouraged to jointly develop and sign the DOA. Processes for developing the DOA will be documented in Sub-Geographic Area Operating Plans.
3. The Jurisdictional Agency maintains all other jurisdictional authority.

**J. Preservation of Evidence:**

1. As initial action is taken on a fire, initial attack resources will preserve information and evidence pertaining to the origin and cause of the fire regardless of jurisdiction. All costs related to those activities will be the responsibility of the Protecting Agency.
2. The Protecting Agency will notify the Jurisdictional Agency as soon as possible if the fire may potentially be a trespass fire. Protecting and Jurisdictional Agencies shall render mutual assistance in the gathering of evidence. If the cause is determined to be human or unknown, the Incident Commander will request a wildland fire investigator (INVF) through dispatch.

**K. Fire Investigations:**

1. The Jurisdictional Agency of a human caused wildfire's origin will be the lead agency on all fire trespass and litigation matters following that agency's policies. The Jurisdictional Agency may conduct an investigation into cause and may pursue costs related to suppression operations (suppression repair), resource damage, and area emergency resource rehabilitation.
2. The lead Jurisdictional Agency will work with supporting agencies to collect costs (including supporting documentation); federal agencies may collect costs for other federal agencies and distribute any collections that may be received following each agency's policy. Federal agencies cannot collect costs on behalf of the state.
3. For fires that affect, threaten, or are adjacent to multiple jurisdictions, agencies leaders will consult each other to determine the lead investigatory agency.

**L. Structure Fire Protection:**

The Parties will follow the [NRCG Community and Structure Protection Guidelines](#), which should be used in setting expectations for community and structure fire protection as well as providing leaders intent in any DOA. Anytime structure protection activities occur, the decisions, actions taken, and financial responsibilities should be documented.

**M. Invasive Species Mitigation:**

The Parties agree to take reasonable steps to prevent the introduction and spread of invasive plant, terrestrial, and aquatic species during fire operations and to follow, to the extent practicable, the NRCG Guidance, [AIS Decontamination/Prevention Methods for Air to Ground Wildland Fire Water Delivery Resources](#) and, a "how-to" guide for Northern Rockies Incident Management Teams, [Decontaminating Firefighting Equipment to Reduce the Spread of Aquatic Invasive Species](#). The Jurisdictional Agency may also provide a resource advisor.

## VI. USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES

### A. Cost Share Agreement (Cost Share Methodologies):

Examples of cost sharing methodologies may include, but are not limited to, the following:

1. When a wildland fire that is being managed for resource objectives spreads to a neighboring jurisdiction where fire is not wanted, the managing (or protecting, as the case may be) jurisdiction may be responsible for wildfire suppression costs.
2. In those situations where weather, fuels, or fire behavior of the wildland fire precludes stopping at jurisdiction boundaries, cost share methodologies may include, but are not limited to:
  - a. Each jurisdiction pays for its own resources – fire suppression efforts are primarily on jurisdictional responsibility lands.
  - b. Each jurisdiction pays for its own resources – services rendered approximate the percentages of jurisdictional responsibility, but not necessarily performed on those lands.
  - c. Cost share by percentage ownership.
  - d. Cost is apportioned by geographic division or percent of effort. Examples of geographic divisions are: Division A and B (using a map as an attachment); or specific locations such as a campground.

### B. Training:

The Parties to this Agreement will cooperate to ensure that training is provided that will produce safe and effective fire management and aviation programs. The intent is to champion high-quality training, to minimize training costs by sharing resources, and to standardize content. Local fire departments will be included in this cooperative approach whenever practical. As applicable, all training will meet NWCG 310-1 standards.

1. [NRCG Training Ops Guide](#) is available online and describes the mission of the NRCG. Interagency Fire Training program is to provide and ensure quality training in Wildland Fire Suppression, Incident Management, Aviation Management, Fuels Management, and Leadership Management that is responsive to the needs and direction of the NRCG's member agencies.
2. Interagency cadre and subject matter experts are encouraged when delivering interagency content.
3. The Northern Rockies are divided into training zones. Each zone has an interagency Zone Training Coordinator (ZTC) who sits on the NRCG Training Committee. The committee meets semi-annually in the spring and fall, and as needed at other times of the year, and is responsible for oversight of course selection, presentation, student selection, and training at the Northern Rockies Training Center (NRTC). Zones are allocated seats for each training session.
4. Nominations to NRTC courses are prioritized and submitted through the ZTC or the Geographic Area Training Representative (GATR) hosting a nominee from NF by utilizing the established nomination process for each session. All ZTC and the GATR will finalize a prioritized list of nominees to NRTC, NAFRI, and Out of Geographic Area training at the 300-level and above.
5. NRCG member agencies do not pay tuition for most courses at NRTC; the exception to this is typically found when course cadre are paid contractors.

**C. Communication Systems:**

Federal agencies and DNRC share space in collocated communication sites across the state where it is advantageous to do so.

**D. Fire Weather Systems:**

The [NR Fire Weather Operating Plan](#) is a joint effort between land management agencies of the NRGAs, the [Northern Rockies Predictive Services Unit](#) (PSU) and the National Weather Service (NWS) offices in Billings, Bismarck, Glasgow, Grand Forks, Great Falls, Missoula, Riverton, and Spokane. The purpose of the plan is to coordinate the NWS and PSU products and services provided to the land management community.

1. National Fire Danger Rating System (NFDRS) forecasts are provided on a daily basis from late spring until the end of wildfire season.
2. Spot forecasts will be issued for wildfires, prescribed burns, or other incidents when requested. Please furnish the data indicated on the online [Spot Weather Forecast Form](#) to your local NWS office.
3. Fire Weather Watches and Red Flag Warnings will be issued as conditions warrant, in conjunction with critically dry fuels.
4. Remote Automated Weather Stations (RAWS) provide current weather data across Montana and are located [online](#). When operating Remote Automated Weather Stations, Montana DNRC will meet national standards for data requirements and station maintenance requirements.
5. The [Fire Danger Pocket Card](#) provides a format for interpreting and communicating key index values provided by the NFDRS. The Pocket Card provides a description of seasonal changes in fire danger in a local area. It is useful to both local and out-of-area firefighters.

**E. Incident Meteorological (IMET) Services:** Onsite weather support to large wildfires, prescribed fires, and other major incidents is available. IMETs can be ordered through dispatch for wildfire incidents. In all cases, the ordering process for IMET and supporting equipment is detailed in Chapter 20 of the [National Interagency Mobilization Guide](#). Conditions of these dispatches are in the [National Interagency Agreement for Meteorological and Other Technical Services](#) publication. When ordering an IMET for a prescribed burn, specify:

- That the request is for a prescribed fire project; and
- Expected number of days the IMET will be deployed

**F. Aviation Operations:** Forms, safety elements, maps, resource status, contracts, and guides addressing aviation operations are located on the [NRCC Aviation website](#). Montana state aircraft are not approved for use by federal agencies. Under emergency circumstances, where human life is immediately at risk by wildfire on federal lands under federal protection, a federal line officer can approve the use of non-federally approved aircraft to address the immediate threat. This exemption must only take place when sufficient federal firefighting aircraft are not readily available to meet the emergency need.

**G. Accident Investigations:** See Exhibit J for Wildland Fire Incident and Accident Types and Definitions. Exhibit J is intended to inform Protecting Agencies of the types of investigations required by Jurisdictional Agencies related to wildland fire events.

- H. MAC Group Coordination:** The [NR GMAC Operating Handbook](#) provides an interagency forum to prioritize incidents and efficiently allocate, reallocate, or reassign critical resources during periods of resource shortages. The GMAC Group is activated at Northern Rockies Preparedness Level (PL) 4 or above or when wildland fire activities are affecting multiple Zones and there is competition for critical incident resources. There may also be the need to activate GMAC when the National PL is at 5.
- J. Unmanned Aircraft Systems (UAS):** The use of drones and UAS aircraft shall follow applicable state and federal regulations, rules, and/or laws including the Federal Aviation Administration (FAA). State and federal agencies using these types of aircraft will coordinate operations in advance and notify respective dispatch centers for potential conflicts with other agency missions. To order UAS, go to <https://uas.nifc.gov/uas-ordering>
- K. Incident Traffic Control and Signing:** Incident traffic control and signing is the responsibility of the Protecting Agency and will follow policy and guidance of the Jurisdictional Agency. The State maintains a Memorandum of Understanding (MOU) with the Montana Department of Transportation (MDOT) for traffic control. Requests for MDOT resources will be ordered through the local dispatch center and documented on a resource order.
- L. Severity:** Upon agreement by both jurisdictional and protecting agencies, severity resources from the Jurisdictional Agency can augment the Protecting Agency resources.

## VII. BILLING PROCEDURES

(Refer to Exhibit D. Reimbursable Billings and Payments)

## VIII. GENERAL PROVISIONS

### A. Principal Contacts:

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

- B. Personnel Policy:** Employees of the Parties to this Agreement shall be subject to the personnel rules, laws, and regulations of their respective agencies unless explicitly provided otherwise, employees of the Parties to this Agreement are considered for all purposes employees of their home agency. Supplemental Fire Department Resources are not applicable in Montana.

### C. Modification:

Modifications within the scope of this Operating Plan shall be made by mutual consent of the Parties, through the issuance of a written modification signed and dated by all Parties prior to any changes being performed. Any Party shall have the right to terminate their participation under this Operating Plan by providing one-year advance written notice to the other Parties. The SOP will be reviewed annually for currency and will remain in effect until it is terminated by the mutual consent of all agencies involved or superseded by an updated SOP. The formal review period for modification(s) will be provided by March 1. Agency policy or direction change for any signatory party that affects this agreement would automatically be modified therein.

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

In the interest of efficiency, modifications to the agreement will be distributed electronically for signature. Signatory officials should respond with an electronic signature and date. Once all signatures have been obtained, and electronic version of the modification will be emailed to the principal contacts as listed in Exhibit B the CFMA.

**D. Annual Review:**

This Operating Plan is reviewed annually by **March 1st** and revised, as needed.

**E. Duration of Operating Plan:**

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

**F. Previous Instruments Superseded:**

*Exhibit C of the 2017-2023 Montana Master Cooperative Wildland Fire Protection and Stafford Act Response Agreement*

*USFS #17-FI-11015600-010, (BLM# L17FMA00001) (NPS# F1249170001)  
(BIA# 17P00FM0001 / 17C00440901)*

**G. Authorized Representatives:**

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

**X. REVIEW AND SIGNATURES**

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

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

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

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

**CRAIG GLAZIER**  Digitally signed by CRAIG GLAZIER  
Date: 2022.12.12 13:53:54 -07'00'

CRAIG GLAZIER, Fire & Aviation Director, Date  
USDA, Forest Service, Northern Rockies

**Matthew R Hall**  Digitally signed by Matthew R Hall  
Date: 2022.12.21 15:47:34 -07'00'

MATT HALL, Fire Protection Bureau Chief, Date  
State of Montana, Department of Natural Resources and Conservation

**JEREMY LUSHER**  Digitally signed by JEREMY LUSHER  
Date: 2023.01.26 12:55:28 -07'00'

JEREMY LUSHER, Chief of Fire and Aviation, Date  
USDO, National Park Service, Intermountain Region

**DARRON WILLIAMS**  Digitally signed by DARRON WILLIAMS  
Date: 2022.12.22 15:10:42 -08'00'

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

 Digitally signed by BRYCE ROGERS  
Date: 2022.12.22 12:25:13 -07'00'

BRYCE ROGERS, Regional Fire Management Officer, Date  
USDO, Bureau of Indian Affairs, Rocky Mountain Region

**AARON THOMPSON**  Digitally signed by AARON THOMPSON  
Date: 2022.12.13 12:49:00 -07'00'

AARON THOMPSON, State Fire Management Officer, Date  
USDO, Bureau of Land Management, Montana/Dakotas State Office

**MICHAEL HAYDON**  Digitally signed by MICHAEL HAYDON  
Date: 2022.12.13 10:40:14 -07'00'

MICHAEL HAYDON, Regional Fire Management Date  
Coordinator, USDO, Fish & Wildlife Service, Mountain Prairie Region

## Appendix I Billing Contacts

\*Appropriate bills will be sent to the following agency addresses:

<p><b>Bureau of Land Management</b>                  Montana/Dakotas State Office                  Attn: State Fire Business Lead                  1299 Rimtop Drive                  Billings, MT 59105                  Phone: 406-896-2915                  Fax: 406-896-2954                  Email: N/A</p>	<p><b>USDA Forest Service – Region 1</b>                  Regional Contact: Melissa Swain                  26 Fort Missoula Road                  Missoula, MT 59804                  Phone: 541-786-1275                  Email: <a href="mailto:melissa.swain@usda.gov">melissa.swain@usda.gov</a></p>
<p><b>Bureau of Indian Affairs</b>                  Rocky Mountain Region                  Attn: Amanda Boatright                  2021 4<sup>th</sup> Avenue North                  Billings, MT 59101                  Phone: 406-247-7949                  Fax: 406-247-7921                  Email: <a href="mailto:amanda.boatright@bia.gov">amanda.boatright@bia.gov</a></p>	<p><b>Fish and Wildlife Service</b>                  US Fish and Wildlife Service                  Attn: James Forsythe                  PO Box 110                  Lewistown, MT 59457                  Phone: 406-538-8706                  Fax: 406-538-7521                  Email: <a href="mailto:james_forsythe@fws.gov">james_forsythe@fws.gov</a></p>
<p><b>National Park Service</b>                  Intermountain Region                  Attn: Julie Bennett                  National Interagency Fire Center                  Boise, ID 83708                  Phone: 775-315-0465                  Email: <a href="mailto:julie_bennett@nps.gov">julie_bennett@nps.gov</a></p>	<p><b>State of Montana</b>                  MT Department of Natural Resources and                  Conservation                  Attn: Joanne Marceau                  2705 Spurgin Road                  Missoula, MT 59804-3199                  Phone: 406-542-4252                  Fax: 406-542-4217                  Email: <a href="mailto:jmarceau@mt.gov">jmarceau@mt.gov</a></p>

## Exhibit D. Reimbursable Billings and Payments

### Reimbursable Billings and Payments

#### I. Suppression Billings:

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.

Parties to this Agreement may opt to use a “Reconciliation Process” for tracking incident costs for all Parties to this Agreement for the purpose of issuing one annual billing to the paying Party. If the Reconciliation Process is not utilized, Parties to the Agreement shall utilize the applicable Incident by Incident process.

**A. Reconciliation Process:** state and federal agencies agree to consolidate billing and minimum balances.

All Montana state costs of fires occurring in and out of Montana, regardless of jurisdictional boundary, will be compiled based on each agencies’ costs. A reconciliation balance sheet will be developed and billed as one consolidated amount. This cost tracking method will reduce actual payments and ensure that a fair division of suppression costs can be made between the Federal Agencies and the State in a timely fashion. Agency and Cooperator costs are identified by fire number and code and tracked on an annual balance sheet. Federal balance sheets (and State balance sheets depending on funding laws) must align with a single fiscal year. A final division of cost responsibilities based on jurisdiction, minimum thresholds and cost share agreements will be negotiated by March 1 of the following year.

The **ordering agency** will be responsible for managing the balance sheet which includes all agencies’ costs and cost share information. Actual costs are tracked by each agency for each incident. Agency actual costs are subject to audit procedures identified in item #, Audit Procedures. The balance sheet is verified but may be disputed based on the cost share allocation, severability of costs and actual costs submitted for each fire. The balance sheet will result in a final settlement between all Parties and one transfer of funds is required to reconcile the fire season, unless a request is submitted to complete reconciliation prior to the end of fire season, at which point a settlement will be done for expenses to the requested date.

**Billing Time Frames for Reconciliation Process:** Agencies will submit invoices within 30 days of final reconciliation. Requests for extensions beyond 30 days for invoice submittal must be presented in writing to the reimbursing agency. Operating plans will include contact information for written requests for extensions.

#### B. Incident by Incident Process

1. **Federal Billings by Incident:** There are not billings between the Federal wildland fire agencies, pursuant to the Master Interagency Agreement for Wildland Fire Management. Federal Agencies will submit bills for their reimbursable costs to the States whenever Montana, state agencies are the Protecting Agency, and a billing is appropriate.

- 2. State Billings by Incident:** When one of the States is the Supporting Agency and the fire is within the State of Montana, the State will bill the Protecting Agency for reimbursable costs when a billing is appropriate. Anytime the States respond to a Federal Agency fire outside of Montana, the State will bill all applicable costs to the Jurisdictional Agency or agencies sharing costs. The State of Montana will submit their billing to the USFS if they don't have a direct agreement with the state in which the fire occurred.

The State of Montana has entered into an Interstate Mutual Aid Agreement for Wildland Fire Management Assistance with Idaho, North Dakota, Oregon, and South Dakota; the agreement facilitates the coordination and direct exchange of personnel, equipment, supplies, and services and the means to bill each other directly. Sub-Geographic Area Operating Plans will include billing location information.

- 3. Invoicing:** Each fire will be billed individually.

The Minimum Billing Threshold between the Protecting Agency and Supporting Agency is \$5,000 for all bills between the State of Montana and federal agencies.

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

All bills for support outside of Montana will not be subject to the Minimum Billing Threshold and will be sent to the appropriate billing contact. See Appendix I in this SOP.

- 4. Billing Information:** Billing for fire suppression assistance will not include administrative charges. Note: a resource order is not always required or available for a bill to be valid. Provide a minimum on each invoice/bill:

- Agency name and billing address
- Financial Contact (name, phone, email)
- Unique Entity Identifier (UEI)
- Invoice or bill number
- Agreement number
- Incident name, year, and number
- Dates of the incident covered by the billing
- Location and Jurisdictional Unit(s)
- Indirect Cost Rates, if applicable
- Summary cost data for the amount being billed
- Flight Report Log when aviation was mobilized on the incident

Summary data may include but is not limited to, a list of personnel, travel, and equipment expenses; and a listing by vendor name and amount spent for supplies and services procured. Generally, cost source documents will not be required unless summary cost data is disputed, there is a Fire Management Assistance Grant, or unless specific agency regulations require cost source documents.

Identify a process for handling any supplemental billing information, summary data or additional billing documentation. Such supplemental billing information, summary data or additional billing documentation may be requested and provided if agreed upon by the Parties. The process should include:

- o Points of Contact
- o Process for handling requests
- o Any standardized reports information

**5. Billing Time Frames:** Agencies will submit invoices within 1 year of the demobilization of the incident. Extensions beyond 1 year for invoice submittal must be presented in writing to the reimbursing agency. It should be noted that some categories of expenses may often require subsequent billings outside of the 1-year period, such as: outstanding cost shares, claims, aircraft expenses, and fire cache costs.

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 should be submitted to the reimbursing agency within 1 year of the demobilization of the incident. After a final billing has been sent, and if additional costs are identified, a supplemental billing may be issued if agreeable to applicable Parties.

Each Party to this Agreement will strive to provide appropriate Parties of an estimate of the amount of reimbursable bills they expect to submit within 270 calendar days in each reimbursable action.

**6. Billing Cycle:** The billing agency should submit a bill for reimbursement according to the billing cycle listed below. If the total is not known at the time of this billing, an estimate, or a partial bill, may be submitted. Billing deadlines set forth herein are intended to encourage prompt billing and failure to meet them shall be construed as a release of waiver of claims for reimbursement against another party. Should any costs surface after February 1 of the second year after demobilization of the incident, the receiving agency will be notified, and supplemental bill(s) issued. Dates below are in the following year.

- June 1: For State fiscal year end accrual purposes, federal agencies will furnish the State with an estimated amount due for any fire bills remaining unissued
- September 1: Agencies provide estimated fire bills to the responsible agency
- September 1 - December 1: The field will review the estimated fire bills and detailed transaction registers to validate fire costs

Dates below are in the second year after demobilization of the incident.

- January 1: Interagency cooperators approve preliminary fire bills
- February 1: Final fire bills issued

- 7. Cost Recovery:** The Parties will adhere to their respective authority, policy, and protocol for cost recovery actions. Any damages and rehabilitation related to operational activities (suppression repair) 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.
- 8. Expense Summary/Cost Report:** Along with the invoice, a summary of actual expenses (summary cost report) will be generated by the agency financial system to display the invoiced charges. Aircraft detail reports will be included with the summary reports. A personnel listing and resource order numbers (if applicable) will also be included if not a part of the summary reports

MT DNRC will use actual costs as much as possible for billing; additionally, DNRC will use applicable LGFF equipment rates, and state rates, when actual costs are not available, for the purposes of billing other agencies and other entities for fire suppression services. Those rates can be found in the Northern Rockies Supplement to Chapter 50 of the [NWCG Standards for Interagency Incident Business Management \(SIIBM\)](#).

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

- 9. Cost Source Documents:** Cost source documents will not be required unless summary items are disputed, or the information is needed to fulfill audit requirements. If individual source documents are requested, each agency that is party to this agreement agrees that source documents will be provided upon request. For litigated and FEMA incidents, additional cost source documentation may be required to validate costs or facilitate the identification of costs incurred during the FEMA declaration period.

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

To establish review consistency, upon mutual agreement of the agencies involved, the following review standard will be invoked from large fires that produce numerous accounting records. The agencies will agree upon a sample size based on the number of records, as well as the method for selection samples, to apply to Government Accounting Office (GAO/PCIE) financial standard of 90% confidence level. This standard has a tolerance rate of 5%. See table taken from 450-3 and 45-4 of the GAO/PCIE Financial Audit Manual dated July 2008.

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

**10. Third Party Payments**

Third Parties may be utilized for fire management services, as authorized by law, by the agencies party to this agreement when agreed to by the affected agencies. Resource orders or other appropriate documentation for third Parties' personnel and equipment will be made through and tracked by the parent (one who is signatory to the Agreement) agency. To receive payment for services rendered, the third party will submit all billing invoices to the parent agency.

**11. Boundary Fire Billings**

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

**12. Cost Share Agreements (CSA)**

See Exhibits E and F for specific cost share templates and methodology.

Unless otherwise specified in the CSA, billing for cost share fires will occur as follows: federal agencies signatory to the CSA will apply the State's percentage as delineated in the CSA to the federal agency's costs and bill for that amount. The State will bill each federal agency their respective percentage (as delineated in the CSA) of the State's total costs.

If agreed upon by all Parties, the cost share reconciliation process may be used.

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

**C. Fee Based Services:**

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

**D. 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.

**E. Electronic Funds Transfer (EFT):** Notwithstanding any other provision of law, effective January 2, 1999, US Treasury Regulation, Money and Finance at 31 CFR 208.3 requires that federal payments are to be made by EFT unless waived in accordance with specific circumstances set forth in 31 CFR 208.4

In order to receive EFT payments, the payment recipient shall register in System for Award Management (SAM) and are required to validate their information in SAM once per year. The payment recipient is also required to have a Unique Entity Identifier (UEI) number. The UEI is assigned by Dun & Bradstreet, Inc. (D&B) to identify unique business entities. For more information, refer to <https://www.sam.gov/portal/SAM/##11>.

Each Party to this Agreement shall provide the following information in the operating plan.

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

- F. Payment Due:** Whenever this Agreement provides for billing, the agency receiving the bill has an obligation to pay. Once bills are received by the reimbursing agency, payment will be made in accordance with that agency's payment processes outlined in the operating plan.
- G. Services Received and Certification of Billings:** Reimbursing agencies must provide written notice of incorrect invoices to billing agencies within the timeframes specified in the annual operating plan.
- H. Financial Dispute Resolution:** If a conflict arises between the agency's payment processes, the terms of the billing document, or the costs associated with the billing document, the Parties should attempt to resolve the differences. If the differences cannot be resolved after consultation between the Parties, the Parties follow their dispute resolution processes.
- I. Review Procedures:** The Parties agree to jointly conduct a review; sampling transactions of the incidents managed under this Agreement. Findings that are inconsistent with the normal or accepted way of doing business will be reconciled on a case-by-case basis. Any decision to further examine records will be considered on a case-by-case basis and appropriate follow up action agreed upon by all agencies involved.

## **II. Payment for Protection Services (use if appropriate)**

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

## **III. Non-Suppression Billings**

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

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. Billing Procedures for Stafford Act Response:**

1. Refer to Exhibit H of the Master Coop Agreement – Use of and Reimbursement for Shared Resources in Stafford Act Response Actions
2. Transfers performed for this agreement are under the Disaster Relief Act, 32 U.S.C. §5417. This agreement is automatically incorporated by reference into any resource order that is issued under it, constituting a binding obligation.

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

### **C. Federal Reimbursable Assistance**

1. Federal reimbursable assistance resources must be requested by the primary ESF Federal Agency or supplied through the established dispatch systems and must be recorded by the Mission Assignment and subsequent resource ordering process. Resources not documented in this manner are not reimbursable.
2. Funds to cover eligible expenses for reimbursement for federal agencies in accordance with 44 CFR 206 subpart A, section 206.8 paragraph c include:
  - Overtime, travel and per diem of temporary federal agency personnel.
  - Wages, overtime, travel, and per diem of temporary federal agency personnel assigned solely to performances of services directed by the FEMA Associated Administrator or the FEMA Regional Administrator in the emergency or major disaster.
  - Cost of work services and materials procured under contract for the purpose of providing assistance directed by the FEMA Associate Administrator or the FEMA Regional Administrator.
  - Cost of materials, equipment, and supplies (including transportation, repair, and maintenance, from regular stocks used in providing directed assistance.
  - All costs incurred which are paid from trust, revolving or other funds and whose reimbursement is required by law.
  - Other costs submitted by an agency with written justification or otherwise agreed to in writing by the FEMA Associate Administrator or the FEMA Regional Administrator and the agency.

### **3. State Reimbursement Process**

- a. State Reimbursement refers to those resources that are to be reimbursed by the primary ESF federal agency. State reimbursement resources must be requested by the primary ESF federal agency or supplied through established dispatch systems and must be recorded by the Mission Assignment and subsequent resource order process. Resources not documented in this manner are not reimbursable.
- b. Funds to cover eligible expenses will be provided through and limited by reimbursement from FEMA. Expenditure eligible for reimbursement include:
  - Wages, overtime, travel and per diem of state personnel
  - Wages, overtime, travel and per diem of temporary state personnel assigned solely to performance of services directed by the FEMA Associate Administrator or the FEMA Regional Administrator in a major disaster
  - Cost of work, services, and materials procured under contract for the purpose of providing assistance directed by the FEMA Associate Administrator or the FEMA Regional Administrator

- Cost of materials, equipment, and supplies (including transportation, repair and maintenance) from regular stocks used in providing directed assistance
  - All costs incurred which are paid from trust, revolving, or other funds and whose reimbursement is required by law
  - Other costs submitted by an agency with written justification or otherwise agreed to in writing by the FEMA Associate Administrator or the FEMA Regional Administrator and the agency
- c. Bills will be identified by incident name, date, mission assignment (MA) location, jurisdictional unit, and supported by documentation to include, but not limited to:
- Separate invoice by MA
  - List of personnel expenses including base, overtime, and travel
  - Supplies/services procured by vendor name and dollar amount, and administrative charges may be applied

#### **D. General Billing Provisions**

##### **1. Payment Due Dates:**

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

##### **2. Disputed Billings:**

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

#### **IV. Accounting Records**

Cooperators must maintain records incident by incident which adequately identify the source and use of funds. These records must contain information pertaining to expense related to each incident, unobligated balances, liabilities outlays or expenditures, and income. Such documents must be made available to the Federal Agency upon request.

#### **V. Internal Control**

Effective control and accountability must be maintained for all federal funds, real and personal property, and other assets. Cooperators must keep effective internal controls to ensure that all federal funds received are separately and properly allocated to each incident and used solely for authorized purposes.

#### **VI. Reimbursable Costs**

All costs for which reimbursement are requested must be reasonable, allowable, and allocable. Costs must be consistently treated as either direct costs or indirect costs. Consistent treatment of costs is a basic cost accounting principle and is specifically required to assure that the same types of costs are not charged as both direct costs and indirect costs. Every effort should be made to classify costs incurred for the same purpose, in like circumstances, consistently as either direct or indirect.

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

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

- 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.
- 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 NWCG Standards for Interagency Incident Business Management (SIIBM).

- B. 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.

Indirect cost rate rates may vary for each agency. Application of indirect cost rates will be addressed within the Operating Plan (Exhibit C).

When indirect cost rates are applied to federal reimbursements, the Parties agree to the following:

1. If the payment recipient has never received or does not currently have a negotiated indirect cost rate, they are eligible for a de minimis indirect cost rate up to 10% of Modified Total Direct Costs (MTDC). MTDC is defined as all salaries and wages, fringe

benefits, materials and supplies, services, travel, and contracts up to the first \$25,000 of each contract.

2. For rates greater than 10%, the payment recipient shall provide either an applicable negotiated indirect cost rate agreement (NICRA) from a cognizant Federal Agency, or an indirect cost rate summary in a format that clearly defines the indirect cost rate and MTDC.
3. The payment recipient must maintain adequate documentation to support the methodology and computation of the indirect cost rate. Documentation must be made available to the Federal Agency upon request.
4. Failure to provide adequate documentation supporting the indirect cost rate could result in disallowed costs and repayment to the Federal Agency.

## **VII. Source Documentation**

Accounting records for each incident must be supported by source documentation such as cancelled checks, paid bills, time and attendance records, contract, or sub-award documents, etc. Such documents must be made available to the Federal Agency upon request.

## Exhibit E Cost Share Agreement Instructions

Each of the numbered instructions below corresponds to form items that require further explanation. Supplemental cost share agreements will be numbered consecutively following the original (#1) for each fire. Supplements may be added at any time. Where insufficient room is available for necessary information, additional sheets or addendums may be added. Small revisions to this Agreement may be completed on a single page, describing the change to the original agreement, and obtaining new signatures from those involved.

A Master Cooperative Wildland Fire Management and Stafford Act Response Agreement exists between all major wildland fire protection agencies in the Northern Rockies Geographic Area. This Agreement authorizes general mutual aid, including reciprocal and cooperative fire protection services elaborated upon in geographic, statewide, or sub-geographic area operating plans. Other cooperative agreements exist between fire management agencies that authorize fire management services between agencies at the sub-geographic level. The objective of the Cost Share Agreement is to establish and document the cost sharing and basic organizational structure in response to specific fires.

Cost Share Agreements will be negotiated between agencies involved in specific on-the-ground fire suppression activities. These agreements are mandatory when more than one jurisdictional responsibility for fire protection is affected by the location of the fire. The Cost Share Agreement will not affix liability for fire cost payment by either Agency based upon responsibility for the fire origin. The designated representatives of each Agency with protection responsibility are responsible for completing and signing the Cost Share Agreement.

1. List the fire name agreed upon by Parties involved.
2. Give the origin or best estimate of origin location by legal description.
3. Estimate the size at the time of the Supplemental Agreement.
4. List the Parties involved in fire suppression operations and respective agency fire numbers.
5. List the date and time that the Agreement is in effect. That time could be prior to or following the time that negotiations are made for the Agreement.
6. Check the appropriate command structure for the fire.

### DEFINITIONS:

**UNIFIED COMMAND** – A method for all Agencies with jurisdictional responsibility to contribute to determining the overall objectives for the incident; interagency ICS team structure.

**SINGLE COMMAND STRUCTURE** – One Agency manages the incident with liaison and concurrence of objectives from other involved Agencies.

List the appropriate personnel filling ICS positions on the fire.

1. List any special conditions or resource objectives, e.g., dozer restrictions, mechanized restrictions, bald eagle nest, high value plantation. Operational responsibility for the fire will be defined in this section (if appropriate). Respond to this item only if Agency forces have specific segments of the fire. This information will not determine cost responsibility, unless specified in Item 11. Examples are: Divisions A and B; all structure protection areas; specific campground.
2. List the Agency having legal responsibility for structure protection, and any pertinent control information or contacts.

3. List operation conditions or directions pertaining specifically to air operations, base camp and food service, and fire investigation. Costs pertaining to these decisions shall be documented in Item #10.
4. Fire suppression costs shall be determined from the information supplied in this item. There are several ways to determine the best cost share mix. A, B, and C are typically used on smaller, less complex incidents on lands with similar values and uses; D and E on larger, more complex incidents, such as those with both WUI and wildlands:

Each Agency pays for its own resources – fire suppression efforts are primarily on jurisdictional responsibility lands.

- A. Each Agency pays for its own resources – services rendered approximate the percentage of jurisdictional responsibility, but not necessarily performed on those lands.
- B. Cost share by percentage of ownership or Agency jurisdictional responsibility.
- C. Cost is apportioned by geographic division or by percent of effort. Examples of geographic divisions are: Divisions A and B (using a map as an attachment); privately owned property with structures; or specific locations such as campgrounds.
- D. Reconciliation of daily costs (for larger, multi-day incidents). This method relies upon daily agreed to costs, using Incident Action Plans or other means to determine multi-Agency contributions. Reimbursements must be followed up by a final bill.
- E. You Order, You Pay. Under YOYP, each agency is fiscally responsible for the resources they order, regardless of where they are used on the incident.

The following are not reimbursable:

- Responsibility for employee claims or third-party claims for injury or damages
- Non-suppression rehabilitation costs
- Non-expendable property purchases
- Support costs (i.e. office dispatchers, warehouse workers, etc.), unless they are charging to an emergency code assigned to the incident

The following should be considered for reimbursement:

- Fireline Resources: Dozers, engines, fallers, transports, water tenders, hand crews, line overhead
  - Fire Camp Operations and Support: Overhead, buses, camp crews, communications, food, refrigerator units, showers, toilets, water trucks, cache supplies, rescue/med, camp facility.
  - Air Support: Helicopters, (with support) air tankers.
  - Cost apportionment by period (i.e., state mobilization or conflagration, Fire Management Assistance Grant declaration, additional jurisdictional involvement).
5. List any specific conditions relative to this Agreement, such as: dispatch procedures, one Agency representing another, notifications, incident information, coordinated intelligence, etc.
  6. Signatures of authorized personnel. List any attachments to the Agreement. Give the date of the last revision or former Supplemental Agreement for the same fire.

## Exhibit F Cost Share Agreement Template

The purpose of this Agreement is to provide for a coordinated cooperative fire suppression operation on this fire and to describe the cost divisions. This Agreement is a supplement to the Master Cooperative Wildland Fire Management and Stafford Act Response Agreement executed between the Agencies listed, on (date).

1. Fire Name: \_\_\_\_\_ Origin Date: \_\_\_\_\_ Time: \_\_\_\_\_

2. Origin: Township \_\_\_\_\_ Range \_\_\_\_\_ Section \_\_\_\_\_

3. Estimated Size \_\_\_\_\_ Acres at the time of this Agreement \_\_\_\_\_

4. Agency \_\_\_\_\_ Fire # \_\_\_\_\_ Accounting Code \_\_\_\_\_

5. This Agreement becomes effective on: \_\_\_\_\_ at \_\_\_\_\_ and remains in effect until amended or terminated.

6. Overall direction of this incident will be by (\_\_\_) Unified Command, or by (\_\_\_) Single Command structure. Identify below personnel filling the following positions:

Position	Name(s)	Agency
Incident Commander	_____	_____
Agency Administrator Representative	_____	_____
Liaison	_____	_____
Finance	_____	_____
Operations	_____	_____

7. Suppression action will be subject to the following special conditions and land management considerations:

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8. Geographic responsibility (if appropriate) by Agency is defined as follows:

Agency \_\_\_\_\_ Geographic Responsibility \_\_\_\_\_  
 Agency \_\_\_\_\_ Geographic Responsibility \_\_\_\_\_  
 Agency \_\_\_\_\_ Geographic Responsibility \_\_\_\_\_  
 Agency \_\_\_\_\_ Geographic Responsibility \_\_\_\_\_

9. The Agency responsible for structural protection will be \_\_\_\_\_

10. Special operational conditions agreed to (include as appropriate air operations, base camp, food service, fire investigation, security, etc.) List cost share information in Item #11:

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11. Fire Suppression COSTS will be divided between Agencies as described:

Cost Centers:	Agency:	Agency:	Agency:

12. Other conditions relative to this Agreement (notifications, incident information, etc.):

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13.

\_\_\_\_\_  
Agency

\_\_\_\_\_  
Agency

\_\_\_\_\_  
Agency

\_\_\_\_\_  
Agency

\_\_\_\_\_  
Signature

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Signature

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Signature

\_\_\_\_\_  
Title/Date

\_\_\_\_\_  
Title/Date

\_\_\_\_\_  
Title/Date

\_\_\_\_\_  
Title/Date

List of Attachments (if any) \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

**Exhibit G. Supplemental Fire Department Resources Template (Not Applicable in Montana)**

## Exhibit H Use and Reimbursement for Stafford Act Shared Resources

**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 ESF primary agency (i.e., the agency which issued the Mission Assignment or sub-tasking). The ESF primary agency will review, approve the documentation, and return to the sub-tasked agency with referencing documentation to process the billing. Each sub-tasked agency is responsible for submitting its own billing documentation to the ESF primary agency for reimbursement.

**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 Reimbursement Process:** State Reimbursement refers to those resources that are to be reimbursed by the ESF primary agency. State 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 personnel.
- B. Wages, travel and per diem of temporary State 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:** The State of Montana derives its procurement authority from its inherent powers and its own laws and is therefore not subject to federal procurement laws. Whenever the State of Montana is responsible for the management of an incident (including an incident within the Direct Protection Area of a Federal Agency), the State of Montana will comply with Montana 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, 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**

### **A. Incident Billings:**

When the State is the Supporting Agency operating under a Mission Assignment or sub-tasking from the ESF Primary Agency and the incident is within the State of Montana, the State will bill the ESF Primary Agency. When the State is the Supporting Agency and the incident is outside the State's jurisdiction, the State will bill the ESF Primary Agency.

- B. Agencies will share their respective individual incident Resource Order numbers for cross referencing purposes, if requested.

- C. Billing Estimates/Timeframes: On incidents where costs are incurred pursuant to Operating Plans, the billing Party shall submit a bill or estimate for reimbursement as soon as possible, but not later than 90 days after the incident is controlled.
- D. Extensions beyond 90 days for invoice submittal must be presented in writing to the reimbursing agency.
- E. 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 Stafford Act Response. For obligation purposes, the Federal Agencies will submit unpaid obligational figures to the State by March 1 each year. The State will submit unpaid obligational figures to the appropriate Federal Agency by September 1 for the previous federal fiscal year. All obligations will be submitted by incident name, date, Mission Assignment number (MA), and federal job code.
- F. Billing Content: Bills will be identified by incident name, date, MA, location, jurisdictional unit, and supported by documentation to include but not limited to: separate invoice by MA; list of personnel expenses including base, overtime, and travel; and supplies/services procured by vendor name and dollar amount. Billings for Montana incident assistance may include administrative overhead, not to exceed the applicable Montana indirect cost rate.

**\*Billing Addresses: Refer to Appendix I of Statewide Operating Plan**

All bills for services provided to the Forest Service and all Federal and State units who are not Parties to this Agreement will be mailed to the following address:

<b>ASC</b>
<b>Budget and Finance</b>
<b>101 B Sun Avenue NE</b>
<b>Albuquerque, NM 87109</b>

**8. Payment Due Dates:** All bills will have a payment due date 60 days after the date of issuance. If payment cannot be made before the 60 days expire, then a 30-day extension, with oral or written justification, may be requested.

**9. Disputed Billings:** Written notice that a bill is contested will be mailed to the billing agency within 60 days of issuance of the final bill and will fully explain the area of dispute. Contested items will be resolved not later than 60 days following receipt of written notice. The uncontested portion of the bill will be paid, and a new bill will be issued for the contested amount.

**10. Payments:** Payments will refer to the bill number and incident name and will be sent to the appropriate billing address.

## Exhibit I Supplemental Fire Project Agreement Template

Cooperator Project Agreement No. (b)

Federal Agency Project Agreement No. (a)

### 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) .

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

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:**

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

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:**

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
Name:	Name:
Address:	Address:
City, State, Zip:	City, State, Zip:
Telephone:	Telephone:
FAX:	FAX:
Email:	Email:

(w)**Principal Federal Agency Contacts:**

<b>Federal Agency Program Manager Contact</b>	<b>Federal Agency Administrative Contact</b>
Name:	Name:
Address:	Address:
City, State, Zip:	City, State, Zip:
Telephone:	Telephone:
FAX:	FAX:
Email:	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.



**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.

## Exhibit J Wildland Fire Incident and Accident Types and Definitions

A serious wildland fire incident is an unplanned event or series of events that resulted in death, injury, occupational illness, or damage to or loss of equipment or property. For wildland fire operations, a serious accident involves any of the following:

- One or more fatalities;
- Three or more personnel who are inpatient hospitalized as a direct result of or in support of wildland fire operations;
- Property or equipment damage of \$250,000 or more; and/or
- Consequences that the designated agency safety and health official (DASHO) judges to warrant a Serious Accident Investigation.

Accident investigation types and final reports should be commensurate with the complexity and/or severity of the accident and focus on organizational learning and prevention of reoccurrence.

Investigations and reports may range from large investigation teams producing comprehensive accident investigation reports to first-level supervisors initiating investigations and reporting injury/property damage in their agency-specific reporting systems (SMIS/eSafety). Final accident investigation reports may range between agency-specific accident reports, small one-page Rapid Learning Sharing, simple, or complex Lessons Learned Review reports, to extensive investigation reports that follow the same format as a serious accident.

### Investigation Types and Requirements

Wildland Fire Event	Investigation Type	Management Level Requiring Notification <sup>1</sup>	Management level that determines review type and authorizes review <sup>2</sup>
Serious Wildland Fire Accident	Serious Accident Investigation (SAI)  <i>FS – Facilitated Learning Analysis (FLA) process of the Coordinated Response Protocol (CRP) for FS employee fatality events.</i>	National	National
Wildland Fire Accident	SAI, Accident Investigation (AI), Lessons Learned Review (LLR), Rapid Lesson Sharing (RLS), depending upon the severity. This is in addition to agency-specific accident report (e.g., SMIS/eSafety)  <i>NPSFS – FLA may be used.</i>	<i>BLM/NPS – National</i>  <i>FS/FWS – Management Discretion</i>	Region/State/Local

Entrapment/Burnover	SAI, AI, LLR, depending on severity	National	National/Regional/State
Fire Shelter Deployment	SAI, AI, LLR, depending on severity	National	National/Regional/State
Near-miss	LLR, AAR	Management Discretion	Region/State/Local
Fire Trespass	Fire Cause Determination and Trespass Investigation	Local	Local

<sup>1</sup>In the event that a wildland fire entrapment or fatality occurs, immediate notification to NICC is required. A *Wildland Fire Fatality and Entrapment Initial Report* (PMS 405-1) should be submitted to NICC within 24 hours. Submit this report even if some data is missing. The PMS 405-1 is located at <https://www.nwcg.gov/publications/405-1>. <sup>2</sup>Higher level management may exercise their authority to determine the type of review or investigation.

For updates, see Chapter 18: Reviews and Investigations in the *Interagency Standards for Fire and Fire Aviation Operations* located at <https://www.nifc.gov/sites/default/files/redbook-files/RedBookAll.pdf>