

COOPERATIVE FIRE MANAGEMENT AGREEMENT

Between

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
UTAH (#BLM-MOU-UT936-FY02-01)

NATIONAL PARK SERVICE
INTERMOUNTAIN REGION (#H-1248-02-0001)

BUREAU OF INDIAN AFFAIRS
WESTERN REGIONAL OFFICE (#AGH00020001)

BUREAU OF INDIAN AFFAIRS
SOUTHWESTERN REGIONAL OFFICE (#AG02M000004)

BUREAU OF INDIAN AFFAIRS
NAVAJO REGIONAL OFFICE (#AG2N0000204)

U.S. FISH AND WILDLIFE SERVICE
MOUNTAIN and PRAIRIE REGION (#14-48-60139-01-K003)

UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE
INTERMOUNTAIN REGION (#01-FI11046000-018)

and

THE STATE OF UTAH
DIVISION OF FORESTRY, FIRE AND STATE LANDS

IN ACCORDANCE WITH

Timber Protection Act of September 20, 1922 (42 Stat. 857; 16 U.S.C. 594); Economy Act of June 30, 1932 (47 Stat. 382, as amended, 31 U.S.C. 686); Taylor Grazing Act of June 28, 1934 (48 Stat. 1269; 43 U.S.C. 315); Granger-Thye Act of April 24, 1950 (16 U.S.C., Sec 572); Reciprocal Fire Protection Act of May 27, 1955 (69 Stat. 66; 42 U.S.C. 1856); Cooperative Funds And Deposits Act of December 12, 1975 (P.L. 94-148, 16 USC 565); Federal Land Policy and Management Act of October 21, 1976 (P.L. 94-579; 43 USC); Stafford Disaster Relief and Emergency Assistance Act (P.L. 93-288 as amended 1988); Cooperative Forestry Assistance Act of July 1, 1978, as amended (16 USC 2101); *[and]* U.C.A. (Utah Code Annotated 1953) 65A - 8 - 1, Amended 1994, and Department of Interior and Related Agencies Appropriations Act, 1999, as included in Public Law 105-277, section 101(e); (112 Stat.2681).

Final 03/06/02

CONTENTS

	Page
AUTHORITY	i
CONTENTS	ii
PURPOSE	1
RECITALS	1
INTERAGENCY COOPERATION	2
7. Utah Zone Interagency Fire Management Committee	2
8. Local Cooperative Initiatives	2
9. Incident Command System	3
10. Interagency Dispatch Centers	3
11. Eastern Great Basin Coordination Center (EGBCC)	3
12. Multi-Agency Command (MAC) Groups	3
13. Annual Operating Plans	3
PROTECTION RESPONSIBILITIES	4
14. Definition of Responsibilities	4
15. Protection Areas and Boundaries	4
16. Exchange Zones	4
17. Reciprocal Fire Protection	4
18. Fee Basis Protection	5
19. Fire Prevention Policies	5
20. Burning and Campfire Permits	5
21. Prescribed Fire and Fuels Management	5
22. Wildland Fires Resulting from Prescribed Fires	5
FIRE SUPPRESSION	5
23. Closest Forces Concept	5
24. Shared Resources	5
25. Fire Notifications	6
26. Protection Priorities	6
27. Boundary Line Fires	6
28. Independent Action on Lands Protected by Another Agency	6
29. Appropriate Suppression Action Policies	6
30. Wildland Fire Situation Analysis (WFSA)	7
31. Fire Reports	7
32. Post-Fire Analysis	7
33. Determination of Cause and Preservation of Evidence	7

	Page
USE AND REIMBURSEMENT OF RESOURCES	7
34. Appropriated Fund Limitations	7
35. Assistance by Hire	7
36. Duration of Assignments	8
37. Cost Sharing	8
38. Procurement	8
39. Loaned Equipment	9
40. Licensing	9
41. Training	9
42. Communication Systems	9
43. Weather Data Processing System	9
44. Automatic Weather Stations	9
45. Aviation Operations	10
46. Billing Procedures	10
 GENERAL PROVISIONS	
47. Employment Policy	14
48. Mutual Sharing of Information	14
49. Suppression and Trespass Damage Collection	14
50. Accident Investigations	14
51. Waiver of Claims	14
52. Responses for Activities Other Than WildlandFire Management	15
53. Officials Not to Benefit	15
54. Joint Projects	15
55. Previous Agreements Cancelled	15
56. Amendments Procedures	15
57. Examination and Audit	15
58. Civil Rights	15
59. Performance	16
60. Duration of Agreement	16
 SIGNATURES	17
 EXHIBIT A - Glossary of Terms	19
 EXHIBIT B - Operating Plan Outline	22
 EXHIBIT C - Sample Cost Share Agreement	26

PURPOSE

The purpose of this Cooperative Fire Management Agreement (hereinafter referred to as the Agreement) is to document agreement and commitment to fire protection assistance and cooperation. This Agreement is entered into by and between:

- The State of Utah, Division of Forestry, Fire and State Lands, hereinafter called the State; and
- The United States Department of Agriculture Forest Service, through the Regional Forester for Region 4, Intermountain Region, hereinafter called the Forest Service; and
- The United States Department of the Interior, National Park Service, Intermountain Region, hereinafter called the Park Service; and
- The U.S. Fish and Wildlife Service, Mountain and Prairie Region, hereinafter called Fish and Wildlife Service; and
- The United States Department of the Interior, Bureau of Indian Affairs, Western Regional Office, Southwestern Regional Office, and Navajo Regional Office, hereinafter called the BIA; and
- The United States Department of the Interior, Bureau of Land Management, through the State Director for Utah, hereinafter called the BLM.

[The Utah BLM State Office will also represent the interest of the Arizona BLM State Office in matters related to this agreement. The Arizona State Office will be given opportunity to comment and concur on matters affecting the Arizona Strip Field Office. This agreement provides authority and commitment for the Arizona Strip Field Office to cooperate with all other parties to this agreement as described herein.]

The Forest Service, Park Service, Fish and Wildlife Service, BIA, and the BLM may hereinafter be jointly referred to as the "Federal Agencies."

All Federal Agencies and the State may hereinafter be jointly referred to as the "Agencies."

Words and phrases used herein may have different meanings or interpretations for different readers. In order to establish a "common" understanding, words and phrases as used herein are defined in a Glossary attached hereto as EXHIBIT A.

RECITALS

1. **Whereas:** State and Private lands, for which the State is responsible for Wildland Fire Protection in Utah, and the Federal 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;

2. **Whereas:** The Federal Agencies maintain fire protection organizations for protection of Federal lands within the United States, and the State maintains a fire protection organization for State, and privately-owned lands within the State;
3. **Whereas:** It is to the mutual advantage of the State and the Federal Agencies to coordinate efforts for the prevention, detection, and suppression of wildland fires in and adjacent to their areas of responsibility, to avoid duplication, and to improve efficiency and effectiveness;
4. **Whereas:** It is the intent of the parties hereto that State resources be available to assist in the suppression of wildland fires on all Federal lands, and on other lands upon which the Federal Agencies provide fire suppression support, including other States, Canada, and Mexico;
5. **Whereas:** It is the intent of the parties hereto that Federal resources be available to assist in the suppression of wildland fires on all State and private lands the State is committed to protect., and
6. **Whereas:** It has been determined by the Utah Attorney General's Office that the Utah State Division of Forestry, Fire and State Lands has statutory responsibility of representing the State, Counties and Cities of Utah in all matters pertaining to wildland fire with the Federal Agencies;

NOW, THEREFORE, in consideration of the mutual promises and conditions herein made, it is agreed as follows:

INTERAGENCY COOPERATION

7. **Utah Zone Interagency Fire Management Committee:** The signatory agencies will designate representatives to represent agency interests in implementing the agreement. A committee made up of these representatives will provide interpretation of the agreement, develop annual statewide operating plans, develop appropriate amendments and schedule any future modifications of the agreement. (see Glossary for more detail)
8. **Local Cooperative Initiatives:** Agencies will encourage and support local cooperative initiatives which enhance cooperation and improve efficiencies (also, refer to Clause #54, Joint Projects). For the purposes of this agreement, the local, city, and county fire resources are considered resources of the State. The State will maintain all required agreements with those entities.

9. **Incident Command System:** The Agencies will operate under the concepts defined as the National Interagency Incident Management System (NIIMS) and the Incident Command System (ICS) as appropriate for providing qualified resources and for the management of incidents encompassed under the terms of this agreement.
10. **Interagency Dispatch Centers:** The Agencies agree to maintain, support, and participate in Interagency Dispatch Centers. Centers will be guided by direction identified in Annual Operating Plans (including the Great Basin Mobilization Guide), developed by a Center Board of Directors and distributed to all agencies.

Staffing, funding, and level of participation will be agreed to and documented in Annual Operating Plans.
11. **Eastern Great Basin Coordination Center (EGBCC):** Agencies will coordinate wildland fire activities and resource movements with the EGBCC as agreed to and documented in the Great Basin Mobilization Guide.
12. **Multi-Agency Command (MAC) Groups:** During periods when fire activity is significant enough to require prioritization of fires in order to allocate critical or scarce resources, MAC groups will be established at the appropriate level(s) to accomplish that priority setting.
13. **Annual Operating Plans:** Annual Operating Plans will be developed at the local and State level and will become a part of this agreement. Subjects identified in the Operating Plan Outline Guide attached hereto as EXHIBIT B will be addressed, if applicable, and displayed in that format.

Local operating plans, submitted from the local level, will outline the details of implementing this Cooperative Fire Protection Agreement for local geographical areas. Unit Administrators will normally have the responsibility for developing and approving Local Operating Plans and will submit them to their respective Agency Administrator.

A Statewide Operating Plan will address issues affecting Statewide cooperation. The Statewide Operating Plan will be developed and approved by the Utah Zone Interagency Fire Management Committee and distributed to Agency Administrators prior to May 15 each year.

A portion of the agreed requirements under this section will be met with the development and approval of the Great Basin Mobilization Guide. This Guide will be identified as and considered a part of The State-Wide Annual Operating Plan.

PROTECTION RESPONSIBILITIES

14. **Definition of Responsibilities:** The parties hereto shall be distinguished as follows:

Protecting Agency - The agency responsible for providing direct wildland fire protection to a given area pursuant to this Agreement.

Supporting Agency - An agency providing suppression or other support and resources to the Protecting Agency.

Jurisdictional Agency - The agency which has overall land and resource management and/or protection responsibility as provided by Federal or State law.

15. **Protection Areas and Boundaries:** Annually, the Agencies will agree upon wildland fire protection responsibilities for lands within their respective jurisdictions. This will normally be accomplished at the local level. Protection areas and boundaries will be established, mapped and/or described, and made a part of operating plans.
16. **Exchange Zones:** 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 may be appropriate and mutually agreed to by the parties. Exchange zones will be documented in the annual operating plans.

When a Protecting Agency takes suppression action on lands it protects for a Jurisdictional Agency, and the Jurisdictional Agency is requested to assist, the Protecting Agency will reimburse the Jurisdictional Agency for their assistance. (In this situation, the Jurisdictional Agency is considered a Supporting Agency.)

The provisions described in the Boundary Line Fires section (Clause # 27) apply to fires that occur on or near the boundary of exchange zones.

17. **Reciprocal Fire Protection:** As deemed appropriate, the Agencies may, by agreement, establish reciprocal initial response 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 within the first 24 hours following the initial dispatch of any resources to the fire, or such other time period as may be documented in the Local Annual Operating Plans. If support extends beyond 24 hours or such other period as agreed to in operating plans, all costs will be billed from the time of initial response.

18. **Fee Basis Protection:** For an agreed upon fee, one Agency may assume fire protection responsibilities on lands under the jurisdiction of another. The terms and conditions of such arrangements must be included in the Annual Operating Plan.
19. **Fire Prevention Policies:** Unit Administrators will assure that fire prevention goals, objectives, and activities are planned at local and Statewide levels and are addressed in Annual Operating Plans. Specific fire prevention plans should be developed by local interagency fire management personnel. Agencies may pool resources and share costs of wildland fire prevention activities. Fire restrictions and closures will be coordinated and issued on a coordinated, interagency basis. Interagency guidelines for implementing restrictions and closures shall be established and documented in Operating Plans.
20. **Burning and Campfire Permits:** Burning permit procedures, where applicable, will be included in annual operating plans.
21. **Fuel Management:** The State and the Federal Agencies agree to cooperate in the development and implementation of fuel management programs and projects.

Any party to this agreement may provide assistance to another party as requested and agreed for the purposes of performing prescribed fire or other fuel management work. Conditions of the assistance and details related to reimbursement will be agreed to and documented in Local Operating Plans. (See Clause 46, Section B, Fire Suppression and Prevention Billings)

22. **Wildland Fires Resulting From Prescribed Fires:** Wildland fires resulting from escaped prescribed fires ignited or managed by a party to this Agreement on lands it manages, shall be the responsibility of that party. The party responsible for the fire will reimburse other parties to this Agreement consistent with the terms and conditions contained herein for costs incurred in suppression of such fires.

If parties to this Agreement conduct a cooperative prescribed fire, the responsibility for suppression costs, shall be agreed upon and documented in the burning plan.

FIRE SUPPRESSION

23. **Closest Forces Concept:** The guiding principle for dispatch of initial and extended response suppression resources will be to use the closest available, regardless of the ownership of those resources and regardless of which Agency has protection responsibility.
24. **Shared Resources:** Interagency funding, staffing, and utilization of fire resources will be pursued wherever an Interagency approach is appropriate and cost effective.

Shared staffing and funding will be commensurate with each Agency's use of the resources and will be agreed to and documented in the Annual Operating Plan.

25. **Fire Notifications:** Each Agency will promptly notify the appropriate Protecting Agency of fires burning on or threatening lands for which that Agency has protection responsibility.
26. **Protection Priorities:** The Agencies agree that protection objectives will generally recognize the following priorities:
 - A. Threat to human life.
 - B. Threat to structures or improvements, and to natural resource values, depending on agency policy and specific conditions.
27. **Boundary Line Fires:** A fire burning on, or adjacent to, a protection boundary will be the initial response responsibility of the protecting agencies on either side of the boundary. The Incident Commanders of the involved Agencies shall mutually agree upon fire suppression objectives, strategy, and the commitment and funding of agency suppression resources. Except as otherwise provided by Clause 17 and Clause 46, when a fire burns on both sides of a protection boundary, a cost share agreement shall be prepared and approved for all actions (see Clause 37, Cost Sharing).
28. **Independent Action on Lands Protected by Another Agency:** Except as otherwise described in Annual Operating Plans, nothing herein shall prohibit any Agency, on its own initiative from going upon lands known to be protected by another to suppress wildland fires which threaten such Agency's protection responsibility. In such instances, the party taking action will promptly notify the protecting agency. Actions taken will be consistent with the Jurisdictional Agency's land management and suppression policies (see Clause #29.)
29. **Appropriate Suppression Action Policies:** All fire suppression action conducted on lands of another Agency will be consistent with that Agency's land management and fire suppression policy and the terms of this Agreement.

Annual Operating Plans will document procedures and criteria for Unit Administrators of the agencies to communicate special land management considerations to Incident Commanders.

Restrictions in firefighting tactical techniques, such as use of heavy mechanized equipment in special management areas (e.g., wilderness areas, Wild and Scenic Rivers, roadless areas, and threatened and endangered species habitat) will be delineated on protection unit maps or otherwise identified by the Jurisdictional Agency in Annual Operating Plans.

Unless otherwise agreed, the Jurisdictional Agency will provide a Resource Advisor to advise the Protecting Agency of any special conditions which may influence

suppression action. The Incident Commander will incorporate special conditions in the incident planning process, subject to delegation of authority.

30. **Wildland Fire Situation Analysis (WFSA):** When fires occur on State-protected Federal lands, the responsible unit administrator will prepare a WFSA and will actively involve the State in this process
31. **Fire Reports:** For incidents where the Protecting Agency is not the Jurisdictional Agency, the Protecting Agency will furnish a copy of their fire report to the Jurisdictional Agency immediately after the fire is declared out.
32. **Post-Fire Analysis:** The Agencies may conduct post-fire analyses. Such critiques or reviews will be conducted jointly by the State and/or the appropriate Federal Agency(s).
33. **Determination of Cause and Preservation of Evidence:** Initial response forces, will gather and preserve information and evidence pertaining to the origin and cause of the fire. Agencies shall render mutual assistance in investigation and law enforcement activities, and in court prosecutions to the fullest extent possible. Each Agency shall be responsible for fire-related law enforcement activities on wildland fires that originate on their respective lands. To the extent permitted by Federal and State law, the Protecting Agency will provide investigation files relative to the fire to the Jurisdictional Agency for legal action and/or prosecution.

USE AND REIMBURSEMENT OF SHARED RESOURCES

34. **Appropriated Fund Limitation:** Nothing herein shall be interpreted as obligating the Federal Agencies or the State to expend funds, or as involving the United States or the State of Utah in any contract or other obligation for the future payment of money in excess of appropriations authorized by law and administratively allocated for the work contemplated in this Agreement.
35. **Assistance by Hire:** Assistance by Hire refers to fire suppression resources that are to be paid for by the Protecting Agency. Assistance by Hire resources must be requested by the Protecting Agency or supplied through preapproved, automatic dispatch systems and must be recorded by the resource order process of both the Protecting Agency and Supporting Agencies or documented by the Incident Commander. Resources not documented in such manner are not reimbursable. Except as otherwise provided in Clauses 17 and 46, all costs incurred as the result of an incident and documented as stated above are generally reimbursable, such as but not limited to:
 - Costs incurred for suppression and move-up and cover resources.

- Agency costs for transportation, salary, benefits, and per diem of individuals assigned to the incident.
- Additional support dispatching services requested through a resource order.
- Cost of equipment in support of the incident; contract equipment costs and operating cost for agency equipment.
- Operating supplies for equipment assigned to the incident, such as fuel, oil, and equipment repairs.
- Aircraft, airport fees, and retardant costs.
- Agency-owned equipment and supplies lost, damaged, or expended by the Supporting Agency.
- Charges from the State for State-controlled resources such as inmate crews, National Guard resources, and county and local resources.

36. Duration of Assignments: Consideration must be given to the health and safety of personnel when assigned to fires. Agencies agree that Incident Commanders will release suppression resources to their primary responsibilities as soon as priorities allow. Incident Commanders shall adhere to rest and rotation policies of respective responding agencies. Policies will be described in the Great Basin Mobilization Guide.

37. Cost Sharing: Except as otherwise provided by Clauses 17, 28, and 46, a cost share agreement will be prepared by the responsible Unit Administrators (as defined in EXHIBIT A, Glossary), or their authorized representatives when there is (1) a multi-jurisdictional incident or (2) an incident which threatens or burns across direct protection boundaries of the State and Federal Agencies. See EXHIBIT C for a sample cost share agreement.

The Agencies agree that all reasonable and necessary costs incurred to meet the protection responsibilities within each Agency's Direct Protection Area will be the responsibility of that Agency. Special situations related to values at risk and high suppression costs will be considered when determining each Agency's share of the costs for an incident.

For temporary support level functions or facilities established during periods of extraordinary fire danger or activity, similar cost sharing procedures may be used by the involved Agencies.

38. Procurement: When the State is responsible for the management of an incident (including an incident within the direct protection area of a Federal Agency), the State will comply with State laws and regulations covering procurement. Procurement costs by one Agency in support of another that are reasonable and prudent may be charged back to the Protecting Agency.

39. **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, fair 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.
40. **Licensing:** Drivers and equipment operators will hold appropriate operating licenses to meet Agency, State, and Federal regulations. State and Federal Agency employees may operate each other's vehicles provided the operator meets the current operating guidelines and training requirements of their own Agency.
41. **Training:** The State and Federal Agencies will cooperate in wildland fire and aviation training, including training scheduling, course development, course presentation, and selection of trainees. Local cooperators will be included in this cooperative approach whenever practical.

In order to accomplish these objectives, in part, the Agencies will support and participate in Interagency Training Committees. These include the Great Basin, Utah Zone, and local Interagency Training Committees.

42. **Communication Systems:** The Agencies may mutually agree to allow one another 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. Such agreement shall be approved only by authorized personnel for each Agency and will be documented in the Annual Operating Plans.
43. **Weather Data Processing System:** The State will be permitted to use the Federal Weather Data processing system. Use of the system may be from State-owned locations. The State may access the system using Federal account numbers.
44. **Automatic Weather Stations:** The Agencies will cooperate in the gathering, processing, and use of fire weather data, including the purchase of compatible sensing systems and joint use of computer software. The Agencies will jointly evaluate and agree to any deletions or additions to the system.

45. Aviation Operations:

A. General: The Agencies agree to cooperate in use of aviation resources to foster effective and efficient use of aircraft and personnel. All aviation activities shall be conducted in accordance with applicable Federal Aviation Regulations (FAR's), each Agency's aviation rules, policies and directives

B. Interagency Aviation Operations: Interagency funding, staffing, and utilization of helicopter programs, airtanker bases, and fixed-wing operations will be pursued when an Interagency approach is appropriate and cost effective.

An Aviation Operations section will be included in annual operating plans. This will document all agreement for managing aviation resources eg. ordering procedures, operating costs, operating limitations, cost sharing, air traffic control procedures, etc. This may be included as a part of the Great Basin Mobilization Guide where appropriate. Orders for Utah National Guard aircraft will be placed with the Utah Division of Forestry, Fire and State Lands.

C. Pilot and Aircraft Inspections and Approvals: Federal policy requires State pilots and aircraft to be inspected and approved by the USDA-FS or the USDI-OAS for Federal agency missions or transport of Federal employees.

D. Contract/Rental Vendors: Federal policy requires that pilots and aircraft be inspected and approved, either by the USDA-FS or by the USDI-OAS. This inspection/approval process may be done jointly by the Federal agencies, or by one Federal agency acting in the lead role. Upon request, State staff may participate in USDI-OAS and/or USDA-FS inspection and approving of vendors located within the State of Utah.

46. Billing Procedures

A. Fire Suppression Billings

1. Billing Between Federal Agencies: Federal Agencies will not bill each other for fire management activity support
2. Minimum Billing Thresholds: Suppression responses from a Federal Agency to the State, or from the State to a Federal Agency, will not be billed if the expenditures of the Supporting Agency are \$1,500 or less per incident. However, if the Supporting Agency's costs exceed \$1,500 for a specific incident, the Protecting Agency will reimburse the Supporting Agency for all reimbursable costs as defined in Clause 35, Assistance by Hire. Minimum thresholds will apply to State personnel and State owned resources, but will not apply to volunteer, county, or fire district resources unless agreed and documented otherwise.

Protection described in Clause 17.

3. Agencies will share their respective individual fire numbers and/or names for cross-referencing purposes.
4. Billing Procedures, Estimates and Timeframes: Costs incurred on fires pursuant to the terms of this agreement will be accumulated and presented as a consolidated summary for review by the agencies. Agencies shall meet and review consolidated fire cost summaries and will negotiate offset of accumulated costs with the intent of one billing. Minimum billing thresholds may not apply in cases of Reciprocal Fire between each Federal agency and the state annually. Billings for fire suppression assistance will not include administrative overhead (indirect) costs. If the exact cost is not known when costs are consolidated, estimated costs will be used.

Should additional costs be identified after initial billing, a supplemental billing may be issued.

Failure to meet billing deadlines shall not be construed as a release or waiver of claims for reimbursement against the other party.

For obligational purposes, the Federal Agencies will submit estimates of unbilled obligations to the State by December 1 each year. The State will submit estimates of unbilled obligations to the appropriate Federal agency by September 30 for the Federal fiscal year just ending.

5. Billing Addresses: All bills for services provided to the State will be mailed to the following address for payment:

Utah Division of Forestry, Fire and State Lands
1594 West North Temple, Suite 3520
P.O. Box 145703
Salt Lake City, UT 84114-5703

All bills for services provided to the Forest Service, to other States, and to Federal units not party to this Agreement will be mailed to the following address:

USDA Forest Service
Fiscal and Public Safety
324-25th Street
Ogden, UT 84401-2310

All bills for services provided to the Department of Interior/BLM within the State of Utah will be mailed to:

Bureau of Land Management
Attn: State Fire Management Officer
Utah State Office
324 South State Street
P.O. Box 45155
Salt Lake City, UT 84145-0155

All bills for services provided to the Department of Interior/NPS within the State of Utah will be mailed to:

National Park Service
Attn: Regional Fire Director
Intermountain Region
1279 West Alameda Parkway
P.O. Box 25287
Denver, CO 80225-0287

All bills for services provided to the Department of Interior/BIA within the State of Utah will be mailed to the appropriate Regional Office as follows.

Bureau of Indian Affairs
Attn: Regional Director
Southwest Regional Office
Branch of Forestry
P.O. Box 26567
Albuquerque, NM 87125-6567

Bureau of Indian Affairs
Attn: Regional Director
Navajo Regional Office
Branch of Forestry
P.O. Box 1060/Slot 410
Gallup, NM 87305

Bureau of Indian Affairs
Attn: Regional Director
Western Regional Office
Branch of Forestry
P.O. Box 10
Phoenix, AZ 85001-0010

All bills for services provided to the Department of Interior, Fish and Wildlife Service in the State of Utah will be mailed to:

Attn: Regional Director
Region 6
P.O. Box 25486
Fish and Wildlife Service
Denver Federal Center
Denver, CO 80225

7. 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.
8. 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.

B. Fire Presuppression and Prevention Billings

Reimbursements between Federal Agencies for hazardous fuel reduction operations will be guided by agreement reached by the Federal Fire and Aviation Leadership Group and documented in their agreement signed March 20, 1998. General guiding philosophy for reimbursement is that agency resources (goods, services, and personnel) that are planned and funded as part of an agencies' program are not reimbursible items.

In all other cases the agencies will bill one another for activities not related to fire suppression and administrative charges may be applied. Billing procedures for fire readiness, prevention and other non-suppression activities will be addressed in Annual Operating Plans. Provisions described above pertaining to suppression billing procedures, addresses, payment due dates, obligation

information, and payments also apply to these billings. Billings will outline services performed and include a copy of the applicable operating plan.

47. **Employment Policy:** It is agreed that employees of the parties to this Agreement shall at all times be subject only to the laws, regulations, and rules governing their employment, regardless of agency, and shall not be entitled to compensation or other benefits of any kind other than specifically provided by the terms of their employment.
48. **Mutual Sharing of Information:** The State and the Federal Agencies will furnish to each other, or otherwise make available upon request, such maps, documents, instructions, records, and reports including, but not limited to, fire reports, employment records, and investigation and law enforcement reports as either party considers necessary in connection with the Agreement, in accordance with applicable State and Federal rules and regulations.
49. **Suppression and Trespass Damage Collection:** Nothing in this Agreement shall preclude the Federal Agencies or the State from collecting damages and suppression costs from third parties (civil actions for recovery will be taken independently) under the civil liabilities provisions of Federal and State statutes and common law in a manner provided by applicable law. However, whenever such collections have the effect of reducing the net expenditures of the Billing Agency, then the bill will be reduced proportionate to the amount collected.

To the extent that the cost of fire suppression on state land incurred by Federal Agencies will not be reimbursed by the State pursuant to any provision of this agreement, the United States shall be subrogated to and be entitled to all rights and remedies which the State would have had to collect such suppression costs pursuant to State law, including but not limited to U.C.A. 65-3-4, from the person or persons responsible for the existence or spread of a fire requiring suppression action. If requested by the United States, the State shall transfer to the United States all rights and remedies against any entity necessary in order to perfect this right of subrogation.

50. **Accident Investigations:** Whenever an accident occurs involving the equipment or personnel of a Supporting Agency, the Protecting Agency shall take immediate steps to notify the Supporting Agency. As soon as practical, the Protecting Agency shall initiate an investigation of the accident. The investigation shall be conducted by a team made up of appropriate representatives from affected agencies. Every effort will be made to assure such teams are interagency in makeup.
51. **Waiver of Claims:** The State and the Federal Agencies hereby waive all claims between and against each other for compensation for loss, damage, and personal injury, including death, to each other's property, employees, and agents occurring in the performance of this Agreement, except that this waiver shall not apply to intentional torts or acts of violence against such persons or property.

52. Responses for Activities Other Than Wildland Fire Management: This Agreement is limited to wildland fire management and does not cover responses for activities unrelated to fire, such as medical aid. However, this Agreement does not preclude agencies from supporting one another in emergency situations as provided by their respective policies, procedures, or other agreements.

In the event of a Presidential Disaster Declaration, the Agencies may assist one another under the provisions of this agreement as long as requested resources are available and all other provisions of this agreement are met.

53. Officials Not to Benefit: No member of, or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom, unless it is made with a corporation for its general benefit.

54. Joint Projects: The State and the Federal Agencies may jointly conduct mutual interest projects, within their authority, to maintain or improve fire management capability of the agencies. Agreement regarding such projects will be documented in operating plans, local agreements, or other appropriate written documents but shall not be in conflict with the provisions of this agreement. Documentation will include the objectives, role of each agency, and each Agency's share of costs.

Local agreements may be executed by unit administrators of agencies party to this Agreement.

55. Previous Agreements Cancelled: This Agreement supersedes the following Fire Protection Agreements:

Cooperative Fire Protection Agreement Between United States Department of Interior, Bureau of Land Management, Utah; National Park Service, Rocky Mountain Region; Bureau of Indian Affairs, Phoenix Area Office; Bureau of Indian Affairs, Navajo Area Office; U.S. Fish and Wildlife Service, Mountain and Prairie Region; USDA Forest Service, Intermountain Region; and the State of Utah Division of Forestry, Fire and State Lands., dated 4/17/95.

56. Amendments Procedure: This Agreement may be amended at any time by written mutual consent of all parties hereto. Amendments may provide for up to 30 days for agencies to implement changes.

57. Examination and Audit: Federal Agencies and the State shall be subject to examination and audit for 3 years after final payment under the terms of this Agreement. Examination and audit shall be confined to those matters connected with the performance of this Agreement including, but not limited to, the cost of administration.

58. Civil Rights: The Cooperators shall comply with all State of Utah and Federal statutes relating to nondiscrimination including, but not limited to: (a) the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color,

handicap, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686) which prohibits discrimination on the basis of sex.

- 59. Performance:** Any party shall have the right to enforce this Agreement by any available remedy under the laws of the United States or the State of Utah.
- 60. Duration of Agreement:** The term of this Agreement shall commence for each agency upon the signature of that agency's Agency Administrator. The agreement shall remain in effect for five (5) years from the date the last agency signs. Any party shall have the right to terminate their participation under this Agreement between November 1 and March 30 of the succeeding year upon 30 days written notice to all other parties.

IN WITNESS WHEREOF, the parties hereto have executed this Cooperative Fire Management.

**STATE OF UTAH
DIVISION OF FORESTRY, FIRE, &
STATE LANDS**

/s/ Art Dufault
ART DUFAULT
Director/State Forester

Date: 9/27/01

**USDA FOREST SERVICE
INTERMOUNTAIN
REGION**

/s/ Jack G. Troyer for
JACK A. BLACKWELL
Regional Forester

Date: 03/15/01

**USDI BUREAU OF LAND MANAGEMENT
UTAH STATE OFFICE**

/s/ Sally Wisely
SALLY WISELY
State Director

Date: 10/1/01

**USDI NATIONAL PARK
SERVICE
INTERMOUNTAIN REGION**

/s/Ron Everhart for
KAREN WADE
Regional Director

Date: 11/2/01

/s/Thomas J. Forsyth
Thomas J. Forsyth
National Park Service
Contracting Officer

Date: 11/1/01

**USDI BUREAU OF INDIAN AFFAIRS
WESTERN REGIONAL OFFICE**

/s/ Barry W. Welch for
WAYNE NORDWALL
Regional Director

Date: 10/23/01

**USDI BUREAU OF
INDIAN AFFAIRS,
SOUTHWEST REGIONAL
OFFICE**

/s/Michael D. Perry
ROB BARACKER
Regional Director

Date: 2/28/02

**USDI BUREAU OF INDIAN AFFAIRS
NAVAJO REGIONAL OFFICE**

/s/Elouise Chicharello
ELOUISE CHICHARELLO
Regional Director

Date: 3/06/02

**U.S. FISH AND
WILDLIFE SERVICE
REGION 6**

/s/Ralph O. Morgenweck
RALPH O. MORGENWECK
Regional Director

Date: 10/19/01

**USDI BUREAU OF INDIAN AFFAIRS
WESTERN REGIONAL OFFICE**

/s/Linus J. Brown

LINUS J. BROWN, JR.
Regional Contracting Officer

Date: 9/26/01

**USDI BUREAU OF INDIAN
AFFAIRS, SOUTHWEST
REGIONAL OFFICE**

/s/Michael D. Perry
MICHAEL PERRY
Regional Contracting Officer

Date: 02/28/02

**USDI BUREAU OF INDIAN AFFAIRS
NAVAJO REGIONAL OFFICE**

/s/ Jeff J. Sena
Regional Contracting Officer

Date: 3/6/02

UTAH COOPERATIVE FIRE MANAGEMENT AGREEMENT
EXHIBIT A

GLOSSARY OF TERMS

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

Agency Administrator: Agency officials who are signatory to this agreement, as follows: Utah Division of Forestry, Fire and State Lands, State Forester; Bureau of Land Management, State Director; Forest Service, Regional Forester, Region 4; BIA Regions, Regional Directorss; National Park Service, Regional Director; Fish and Wildlife Service, Regional Director.

Agency Representative: An individual assigned to an incident with full authority to make decisions on all matters affecting that Agency's participation at the incident.

Annual Operating Plan - Local: A plan generated at a local level and authorized by the appropriate officials for implementing the Cooperative Fire Protection Agreement in their respective areas of responsibility.

Annual Operating Plan - State-wide: A plan generated at the State-wide level which addresses issues affecting state-wide cooperations. Developed and approved by the Utah Zone Interagency Fire Management Committee and distributed to Agency Administrators prior to May 15 each year.

Assistance by Hire: Assistance by Hire refers to those fire suppression resources that are to be paid for by the Protecting Agency (Also see Reimbursable Assistance)

Boundary Line Fire: Includes (i) a fire burning jointly on lands of both parties and the boundary line is known, (ii) where the fire location is known, but the jurisdictional boundary on the ground is uncertain, or (iii) where the location of a reported fire is uncertain in relation to the jurisdictional boundary.

Once the exact location of the fire is determined in relation to the jurisdictional boundary, it ceases to be a boundary fire unless falling in category (i) above.

Closest Forces Concept: The use of the closest available appropriate resources, regardless of agency, for initial or extended response.

Cost Share Agreement: A document prepared between a Federal and State agency to distribute costs on a multi-jurisdictional incident or an incident which threatens or burns across boundaries of direct protection areas of the State and the Federal agencies.

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

Direct Costs: All costs associated with direct fireline/fireground operations and incident support ordered by or for the incident.

Equivalent: Equivalent wildland fire protection is that which may be reasonably compared, using mutually agreed-to measures such as staffing, organization, performance, and available resources, with consideration for values at risk.

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

Jurisdictional Agency: The Agency which has overall land and resource management and/or protection responsibility as provided by Federal or State law.

Move-Up and Cover: System of redistributing remaining personnel and equipment following dispatch of other forces among a network of fire stations or cooperators to provide adequate response within a direct protection area in the event of additional calls for emergency assistance.

Mutual Aid: Assistance provided by a Supporting Agency at no cost to the Protecting Agency. Mutual aid is limited to those initial attack resources or move-up and cover assignments that have been determined to be appropriate and documented in Annual Operating Plans.

Prescribed Fire: The planned and/or permitted use of fire to accomplish specific land management objectives.

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

Prevention: Activities directed at reducing the number of person-caused fires, and losses from fires including public education, law enforcement, engineering, dissemination of information, and the reduction of hazards.

Protecting Agency: The Agency responsible for providing direct wildland fire protection to a given area pursuant to this Agreement.

Protection Area Maps: Official maps which identify areas of direct fire protection responsibility for each Agency.

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

Reimbursable Assistance: Fire suppression resources that will be paid for by the Protecting Agency per the conditions of this Agreement. (Also see Assistance By Hire.)

Supporting Agency: An Agency providing suppression or other support and resources to the Protecting Agency.

Suppression: All the work of confining and extinguishing a fire beginning with its discovery through the conclusion of the incident.

Unit Administrator: The individual assigned administrative responsibilities for an established organizational unit, such as Forest Supervisors or District Rangers for the Forest Service; Field Office Manager for the Bureau of Land Management; Area Manager for the State Division of Forestry, Fire and State Lands; 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.

Utah Zone Interagency Fire Management Committee: A group consisting of the designated representatives of the Agency Administrators (signators of the Agreement) charged with the oversight of the terms and implementation of this Agreement, the interpretation of Agreement language, updating the Agreement as needed, and to ensure general oversight of interagency wildland fire management activities within the Utah Zone. Actions may include establishing interagency committees and workgroups such as the Utah Zone Operations, Prevention, and Training committees and others as needed to accomplish the goals and objectives established by the Agreement. The committee will consist of one representative for each agency party to the agreement with delegated authority to develop the statewide annual operating plan. Charters for all zone committees will be part of the statewide annual operating plan.

**UTAH COOPERATIVE FIRE MANAGEMENT AGREEMENT
EXHIBIT B**

OPERATING PLAN OUTLINE GUIDE

Operating Plans will be working documents developed annually at appropriate levels and compiled by the Utah Zone Interagency Fire Management Committee for the purpose of implementing the Cooperative Fire Protection Agreement. Operating Plans shall become a part of the Cooperative Fire Protection Agreement (see Clause #13 of the Agreement and definitions in the Glossary). Local Operating Plans are those generated to cover actions less than State-wide in nature. The State-wide Operating Plan covers specific actions and relationships that are best coordinated on a State level for continuity across the state.

Plans must address items called for in the Agreement and document agreement between parties pertinent to working relationships, exchange of funds, etc. for the current year. The following outline provides a checklist of items deserving consideration in developing operating plans. Plans should include these items, where applicable, and follow this format:

1. Identification of the State Area(s), Federal Agency, or Tribal lands involved
2. Authority for plan - quote Cooperative Fire Management Agreement between State and Federal Agencies
3. Purpose of plan - narrative
4. Definitions and description of:
 - A. Fire Protection Responsibilities
 - B. Direct Protection Areas
 - C. Protection Boundary
 - D. Mutual Aid Dispatch Areas by Dispatch Levels
 - E. Mutual Aid Move-up and Cover Facilities
 - F. Special Management Considerations (wilderness areas, Wild and Scenic Rivers, research natural areas, archeological sites, roadless areas, or other areas identified in land management planning documents or otherwise requiring special procedures)
 - G. Responsibility for Non-Wildland Fire Emergencies

H. Repair of Suppression Damage

5. Fire Management Organization including prevention, detection, ground and air attack units, supervisory personnel, draw-down levels, and other cooperating agencies.

A. List of resources by kind & and ICS type

B. Location

C. Anticipated activation/ Period

D. Staffing Level

6. Protection Area Summaries

A. Jurisdictional Agency, Protection Unit, County, etc.

B. Map and/or legal description, dated to meet current need

C. Fire Protection facilities by Agency and location (if local Agency, so indicate)

D. Mutual Aid Dispatch Areas

E. Special Management Consideration Areas

7. Operational Procedures

A. Fire Notification

B. Establishment and Revision of Mutual Aid Dispatch Areas

C. Determination of Initial Attack Dispatch Levels

D. Boundary fires including Unified Command and Cost Sharing

E. Assistance by Hire and Resource Order Process

F. Aviation

G. Handcrews and Dozers

H. Interagency Sharing of Communications Systems and Frequencies

- I. Move-up and Cover
 - J. Interagency procurement, loaning, sharing, or exchanging of facilities, equipment, and support services
 - K. Wildland Fire Situation Analysis
 - L. Post-incident Critiques and Closeouts
 - M. Joint Mobilization Centers or other incident support facilities
 - N. Agreed-to billing amounts (rates) for above resources and billing information for presuppression activities
8. Fire Prevention
- A. General Cooperative Activities
 - B. Information and Education
 - 1. Red Flag Procedures
 - 2. Joint Press Releases
 - 3. Smokey Bear Program
 - 4. Local Educational Programs
 - 5. Fire Prevention Signs
 - 6. Shared funding of prevention activities
 - C. Restrictions and Closures
 - D. Engineering
 - 1. Fire Safe Planning (wildland-urban interface)
 - 2. Railroads and Utilities

E. Enforcement

1. Burning and Campfire Permits
2. Restrictions and Closures
3. Fire Investigations

9. Fire Planning

- A. Presuppression/preparedness analysis plans
- B. Prevention plans
- C. Prescribed fire plans

10. Hazardous Fuel Management and Prescribed Fire *[Considerations]*

11. General Procedures. How to handle:

- A. Periodic Reviews
- B. Updating of Plans
- C. Public Information
- D. Severity Funding

12. Administrative Listings:

- A. Bureau of Land Management
- B. Utah Division of Forestry, Fire and State Lands
- C. Forest Service
- D. Bureau of Indian Affairs
- E. National Park Service
- F. Fish and Wildlife Service

COST SHARE AGREEMENT

Incident Name		Incident Number(s)	
Start Date &			
Cause			
Incident Comman d Structur e	Single Agency	Jurisdictions	
	Unified		
	I.C.s		

This Cost Share Agreement _____ **and with**
between _____
the cooperation _____ **was prepared under the authorities**
of _____ **of:**

The Cooperative Fire Protection Agreement between the U.S.D.I Bureau of Land Management (Utah State Office), National Park Service (Intermountain Region), Bureau of Indian Affairs (Phoenix, Albuquerque & Navajo Area Offices), U.S. Fish & Wildlife Service (Mountain & Prairie Regions), U.S.D.A. Forest Service (Intermountain Region) and The Utah Division of Forestry, Fire & State Lands.

It is hereby agreed that the cost basis on this Incident will be shared as follows:

Rationale used in developing this cost agreement:

The following section is optional, but may be used if costs are calculated on a percentage basis:

Agency	Direct Cost	Air/Retardant Cost

This agreement and the apportionment contained are our best judgements of agency cost responsibilities.

Signatur		Signatur	
Agency		Agency	
Address		Address	
Phone #		Phone #	
Signatur		Signatur	
Agency		Agency	
Address		Address	
Phone #		Phone #	

ITEMS TO CONSIDER WHEN NEGOTIATING A COST SHARE AGREEMENT

Negotiating cost share agreements within the State of Utah has been delegated to the respective unit administrators in the Cooperative Fire Management Agreement. Cost share agreements are to be documented, including the basis or rationale used. The following guidelines should be considered when negotiating a cost share agreement. These are intended to help field personnel in negotiating an equitable agreement and are not intended to be mandatory (see Clause #36 of the Cooperative Fire Management Agreement).

Unit Administrator is defined as the individual assigned administrative responsibilities for an organizational unit, such as a Forest Supervisor or District Rangers (USFS), Field Manager (BLM), Area Manager or Area Forester (UFF&SL), Regional Director (FWLS), Park Superintendent (NPS), and Agency Superintendent (BIA). These individuals may delegate this responsibility to a representative.

General Guidelines:

1. Agency Specific Costs are normally not shared.
2. Responsibilities for claims are considered to be outside the scope of the cost share agreement.
3. Rehabilitation costs other than the fireline are the responsibility of the jurisdictional agency.
4. All cost share negotiations should include consideration to each agency's values at risk and policies.

Method 1: Costs can be shared proportionately based on acres burned.

- Method 2: Costs between the agencies can be based on a summary of daily estimated incident costs and each agencies' proportionate share thereof. If this method is used, daily cost shares should be properly documented by the Incident Commander. Aircraft and retardant should be on an actual use basis.
- Method 3: Costs can be shared based upon how directly fireline resources are assigned on the incident. Aircraft and retardant should be on an actual use basis where such use can be identified. Indirect costs and direct costs that are difficult to separate are then shared proportionally to direct costs. This is the most equitable method and should be utilized on incidents when a Type I team is assigned.

Definitions:

Direct Costs: All costs associated with direct fireline/fireground and operations including aircraft, except airtankers and their retardant, and incident support ordered by the incident prior to completion of the cost share agreement. Airtanker costs and associated retardant costs are direct costs but are normally calculated as a separate cost share rate.

Indirect Costs: All other costs ordered by or for the incident but not defined as a direct cost. Indirect costs may include office support personnel, mobilization/demobilization centers, dispatching airbase operations, transportation from home base to camp and minor and major equipment repairs to incident assigned and damaged resources (except those costs included in equipment rental rates). Indirect costs can be shared proportionately with direct costs except where identified to be shared differently in the cost share agreement.