

# COPY MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT is entered into this 28th day of April, 2008, by and between the State of Idaho, Department of Lands, acting by and through its Director, hereinafter referred to as the "Department", and the Boise County Firefighters Association - Volunteer Fire District Board of Commissioners, acting by and through its President, hereinafter referred to as the "District", both parties being collectively hereinafter referred to as "Cooperators"; and

WHEREAS, the Department is responsible under *Idaho Code*, Title 38, Chapter 1, for providing fire protection on forest lands within its duly established forest protective district, the boundaries of which are indicated on a map attached hereto as "Exhibit A", which map is hereby accepted, approved, and incorporated into this Agreement by this reference; and

WHEREAS, the District is responsible for providing fire protection to private property subject to the District fire protection levy in the vicinity of Boise County, the boundaries of which are indicated on a map attached hereto as "Exhibit B", which map is hereby accepted, approved, and incorporated into this Agreement by reference; and

WHEREAS, on occasion, fire action and authority of the Cooperators may tend to overlap; and

WHEREAS, it is in the public interest for the Cooperators to coordinate operations in order to minimize losses of property and resources due to fire and to provide fire protection in the most cost effective manner possible;

NOW THEREFORE, it is hereby mutually agreeable that the Cooperators will agree to the following:

1. **Reporting of Fires**

The District will notify the Department by the most expeditious means of any fires within the District boundaries which threaten timber land or which the District is incapable of immediately controlling. The Department, in turn, will notify the District regarding fires within the fire district boundaries.

2. **Jurisdiction on Fires**

Within or adjacent to the District's boundaries, the statutory jurisdictional responsibility for fire control on forestland varies. It may be:

- (a) **Sole IDL Jurisdiction:** Land subject to Forest Fire Protection Assessment and not subject to District fire protection levy.
- (b) **Sole District Jurisdiction:** Land subject to District fire protection levy and not subject to Forest Fire Protection Assessment.
- (c) **Joint Jurisdiction:** Lands subject to both Forest Fire Protection Assessment and District fire protection levy.

3. **Fire Incident Response**

- (a) **Sole IDL Jurisdiction:** In the event of a fire emergency in a sole IDL jurisdiction area, IDL will respond. The District may respond to provide immediate control action, minimize fire loss, and thereby indirectly protect its own jurisdiction area. IDL may request response from the District to gain timely initial attack and control action, or to supplement IDL resources.
- (b) **Sole District Jurisdiction:** In the event of a fire emergency in a sole District jurisdiction area, the District will respond. IDL may respond to provide immediate control action, minimize fire loss, and thereby indirectly protect its own jurisdiction area. The District may request that IDL provide supplemental resources for fire emergency operations and support.
- (c) **Joint Jurisdiction:** In the event of a fire emergency in a joint jurisdiction area, both IDL and the District will respond, subject to the availability of resources.

4. **Command**

- (a) **Sole IDL Jurisdiction Incidents:** IDL will provide Incident Command for these incidents. When the District is the first arriving agency; the District officer shall establish incident command until released by the IDL Incident Commander.
- (b) **Sole District Jurisdictional Incidents:** The District will provide Incident Command for these incidents. When IDL is the first arriving agency; the IDL officer shall establish command until released by the District Incident Commander.
- (c) **Joint Jurisdiction Incidents:** Unified Command is the preferred method of incident management on these incidents. The officer of first arriving agency shall establish incident command and upon the arrival of the other agency, unified command will be established and used for incident management.

5. **Fire Operations**

- (a) **Sole IDL Jurisdiction:** Operations will meet IDL standards.
- (b) **Sole District Jurisdiction:** Operations will meet District standards.
- (c) **Joint Jurisdiction:** Incident objectives and tactics will be established by Unified Command. Once the fire has been contained, both agencies will be responsible for mop-up of the wildland portion of the fire. Unified Command will jointly decide which resources will stay for mop up and which resources will be released.

IDL recognizes that making District resources available for initial alarm response/attack is important, and will plan to release these resources at the earliest opportunity. Either agency may request assistance from the other if needed and the resources are available.

- i. **Containment:** "Containment" is defined as the achievement of an established control line which, under prevailing conditions, can be reasonably

## MEMORANDUM OF UNDERSTANDING

expected to check the spread of the fire to structures and forest lands, e.g., cold trail, wet line, line to mineral soil, natural barriers, or combinations of these. As used herein, "under prevailing conditions" includes consideration of resources available for continued operations. Containment time will be determined by the incident commander or if operating under unified command, by mutual agreement of unified command.

- ii. **Special Resources:** "Special resources" include air resources, dozers and heavy equipment, or other resources deemed necessary to contain and control the fire.
  - iii. **Ordering:** Prior to the arrival of IDL at the incident, the initial attack incident commander may order special resources through IDL. That decision shall be documented and payment authorized by IDL prior to the mobilization of special resources.
6. **Operations Guidelines:** Representatives of the District and IDL shall mutually develop operations guidelines that provide principles, direction, and guidance for the conduct of fire control operations. The operations guidelines shall be reviewed at least annually, and revised as necessary to achieve mutual cooperation and understanding.
7. **Fire Investigation:** The District and IDL agree to protect the origin area of any fire to the best of its ability. Fires will be jointly investigated when an incident originated in a joint jurisdiction area. An IDL fire investigator may investigate fires originating on, spreading to, or threatening land subject to Forest Fire Protection Assessment, i.e., sole IDL or joint jurisdiction areas.
8. **Costs:**
- (a) **Sole IDL Jurisdiction:** If IDL requests District assistance, then IDL will pay for district personnel and equipment requested. If the district responds to indirectly protect its own jurisdiction area then there will be no reimbursement of costs.
  - (b) **Sole District Jurisdiction:** If the District requests IDL assistance, then the District will pay for IDL personnel and equipment requested. If IDL responds to indirectly protect its own jurisdiction area, then there will be no reimbursement of costs.
  - (c) **Joint Jurisdiction:**
    - i. **Initial Attack to Containment:** Each party will pay its own costs.
    - ii. **After Containment:** Both agencies will be responsible for mop-up of the portion of the fire for which they assess a protection fee. IDL recognizes the need to free District resources as soon as possible and will make every effort to do so.
    - iii. **Charges Not Required:** Nothing in this Agreement requires that the District or IDL charge its resource costs to the other party. The purpose of this Agreement is mutual assistance and cooperation in the control and

## MEMORANDUM OF UNDERSTANDING

suppression of fires. In many instances resource costs will not be charged to the other party. However, there may be circumstances or conditions where the District or IDL desires or is required to charge for resource costs and in such event the provisions of this section apply.

9. **Cost Reimbursement Procedures:** All provisions within this Agreement for reimbursement of costs are at the option of the resource provider and are subject to the following conditions:
  - (a) **Notice:** If the resource provider intends to charge for any of its costs as allowed by this Agreement, notice of such intent must be given to the on-scene incident commander of the requesting agency prior to the incursion of costs.
  - (b) **Invoice:** Any resource provider costs, which are to be billed as allowed by this Agreement, must be invoiced within sixty (60) business days of the last date of incurred expense for the incident.
10. **Cost Reimbursement Rates:** District personnel and equipment will be paid by IDL at the rates published annually in the *Idaho Department of Lands Fire Service Organization Rate Book*. Resources will be hired following the Hiring Procedures outlined in this book as Unoperated, Operated, or Exceptions.
11. **Burning Permits.** The Department will issue burn permits for all open burning outside incorporated cities, towns and villages during the closed fire season. The Department may elect to delegate this authority to the District to issue permits for miscellaneous burning by issuing a Deputy Fire Warden card to certain District members. All permits for burning slash from tree harvesting, thinning, road rights-of-way, and land clearing will be issued by the Department. The District will make available to the Department any information concerning permits issued and will notify the Department of any violations of the terms of the permit, applicable statutes and rules. The Department will attempt to keep the District informed regarding permits issued within the District's boundaries by requiring the permittee to notify the District prior to burning. The requirement will be placed on the permit by the issuing office and copies of the permit will be made available to the District upon request. The Department will make every effort to cooperate with the District by refusing to issue or renew permits when requested by the District if subsequent investigation indicates such request is justified.
12. **Sharing of Radio Frequencies:** The Department and District may agree to share specific radio frequencies for use during mutual assistance incident activities only.
13. **Statewide Mobilization:** IDL is responsible to be the single hiring point for equipment and personnel obtained from Fire Service Organizations within the state of Idaho for assistance on wildland incidents, other than local initial attack.
  - a. The *IDL Fire Service Organization Rate Book* is the document that outlines the procedures for signing up and paying city, county, and rural fire departments throughout the state.
  - b. Equipment requirements and required qualifications for personnel are provided in the *IDL Fire Service Organization Rate Book*.

MEMORANDUM OF UNDERSTANDING

- c. Nothing in this section is meant to be applied to the previous sections of this Agreement which apply to local mutual assistance within or adjacent to the District.
- 14. **Duration and Termination:** This Agreement shall remain in full force and effect unless cancelled by either party upon serving notice to the other. Such notice of cancellation must be in writing and must be issued at least thirty (30) days prior to actual cancellation of the Agreement.
- 15. **Review:** This Agreement will be reviewed at least every five years by both the District and Department to address any change in condition that may affect joint fire protection and ensure that the terms remain agreeable to both parties.

STATE OF IDAHO DEPARTMENT OF LANDS

By: Roger C. Jensen  
DIRECTOR

Date: 6/27/08

BLEPPAS CHAIR FIRE DISTRICT  
BOARD OF COMMISSIONERS

By: DAVE HARVEY  
PRESIDENT

Date: 5/12/08

\* REFER TO ATTACHED SIGNATURE PAGE.

**MEMORANDUM OF UNDERSTANDING**

**BOISE COUNTY FIRE FIGHTERS ASSOCIATION MEMBERS**

By signature below, the cooperator certifies that the individuals listed in this document as representatives of the cooperator and **authorized** to act in their respective areas for matters related to this agreement.

**BOISE COUNTY EMERGENCY MANAGEMENT**

By: *Gordon J. Reversing*

Date: *19 May 2008*

**CENTERVILLE VOLUNTEER FIRE DEPARTMENT**

By: *Jimie Wilk*

Date: *5-19-08*

**CLEAR CREEK VOLUNTEER FIRE DEPARTMENT**

By: *Sam Benson*

Date: *5/17/08*

**GARDEN VALLEY FIRE PROTECTION DISTRICT**

By: *Jan DeLuca*

Date: *5/19/08*

**HORSESHOE BEND FIRE PROTECTION DISTRICT**

By: *Adam Wilson*

Date: *5-19-08*

MEMORANDUM OF UNDERSTANDING

IDAHO CITY VOLUNTEER FIRE DEPARTMENT

By: [Signature]

Date: 5/30/08

PLACERVILLE FIRE PROTECTION DISTRICT

By: [Signature]

Date: 5-19-08

ROBIE CREEK VOLUNTEER FIRE DEPARTMENT

By: [Signature]

Date: 5-23-08

WILDERNESS RANCH VOLUNTEER FIRE DEPARTMENT

By: [Signature]

Date: 5/10/08

VALLEY OF THE PINES VOLUNTEER FIRE DEPARTMENT

By: [Signature]

Date: 5-12-08