

**COOPERATIVE FIRE PROTECTION AGREEMENT  
BETWEEN  
U.S. DEPARTMENT OF INTERIOR, BUREAU OF LAND MANAGEMENT  
BOISE DISTRICT  
AND  
RURAL FIRE PROTECTION DISTRICT**

THIS COOPERATIVE FIRE PROTECTION AGREEMENT, is made and entered into by and between Boise District BLM, hereinafter referred to as the BLM; and the Grandview Rural Fire Protection District, hereinafter referred to as the Fire Department under the authority and provisions of the Reciprocal Fire Protection Act of May 27, 1955 (42 USC 1856a, P.L. 84-46) and the authority and provisions of the Idaho Statewide Cooperative Fire Protection Agreement ([BLM DAA010203 and the authority addressed in the Idaho State Statutes and Code/s, Chapter 10, Section 46-1014, Idaho Forestry Act, Title 38 Chapter 1, and the Idaho State Disaster Preparedness Act, Section 46-1001.

**I. PURPOSE**

The purpose of this Agreement is to provide for cooperation in the prevention, detection and suppression of wildland fires within the protection areas of parties signatory to this Agreement.

**II. STATEMENT OF MUTUAL BENEFITS AND INTERESTS**

The BLM has the responsibility for prevention, protection and suppression of wildland fires on Bureau of Land Management administered lands, and on adjacent or intermingled U.S. Forest Service and State lands as identified through the Idaho Statewide Cooperative Fire Protection Agreement.

The Fire Department has the responsibility for prevention, protection and suppression of structure, wildland, and other non wildland fires within the established fire district. These structures and lands protected by the Fire Department are intermingled or adjacent to lands protected by the BLM.

Therefore it is mutually advantageous, and in the public interest, for the parties to coordinate their efforts in the prevention, detection, and suppression of wildfires in and adjacent to their at risk-areas of responsibility.

**III. DEFINITIONS**

1. **ADMINISTRATIVE OVERHEAD:** Indirect administrative costs that cannot be readily identified with specifically financed programs and functions.
2. **AGENCY ADMINISTRATOR:** Agency officials who are signatory to this agreement, as follows: Idaho Department of lands, Director; Bureau of Land Management, State Director; Forest Service, Regional Forester ; BIA, Area Director; National Park Service, Regional Director; Fish and Wildlife Service, Regional Director.

3. **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.

4. **BOUNDARY LINE FIRE:** This includes (i) a fire burning jointly on lands of more than one party and the boundary line is known, (ii) where the fire location is known, but the protection boundary on the ground is uncertain, or (iii) where the location of a reported fire is uncertain in relation to the protection boundary.

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

5. **CLOSEST FORCES CONCEPT:** This is the philosophy of committing the closest available appropriate resources, regardless of agency, for initial attack or for extended attack.

6. **COOPERATIVE FIRE PROTECTION.** Specific fire protection services furnished by one party to the other on a reimbursable basis pursuant to the Annual Operation Plan.

7. **COST SHARE AGREEMENT:** A document prepared between a Federal and State agency to distribute costs on a multi-jurisdictional incident or an incident which burns across boundaries of direct protection areas of the State and the Federal agencies.

8. **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.

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

10. **ESCAPED FIRE:** A fire which has exceeded, or is anticipated to exceed, preplanned initial action capabilities or the fire management direction.

11. **FIRE MANAGEMENT ACTIVITIES:** All or any activities that relate to managing fire or natural fuels on lands under the jurisdiction of any party to the agreement. Activities include but are not limited to planning, prevention, detection, suppression of wildfires and planning and conducting natural fuel management activities.

12. **IDAHO INTERAGENCY FIRE MANAGEMENT COMMITTEE:** A group consisting of the Agency Administrators or their designated representatives to oversee the terms of this Agreement and to provide general oversight for Interagency wildland fire management activities in Idaho.

13. **INITIAL ATTACK ZONE:** An identified area in which predetermined resources would normally be the initial resource to respond to an incident.

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

15. **MUTUAL AID:** Assistance provided by a Supporting Agency at no cost to the Protecting

Agency. Mutual aid is limited to those initial attack resources that have been determined to be appropriate and documented in Annual Operating Plans.

16. **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 responsibilities.

17. **OPERATING PLAN - STATEWIDE:** A plan which will include all statewide considerations. This will be developed by the Idaho Interagency Fire Management Committee and approved by the appropriate officials for each agency.

18. **PRESCRIBED FIRE:** The planned and/or permitted use of fire to accomplish specific land management objectives.

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

20. **PREVENTION:** Activities directed at reducing the number of person-caused fires, including public education, law enforcement, dissemination of information, and the reduction of hazards.

21. **PROTECTING AGENCY:** The Agency responsible for providing direct wildland fire management to a given area pursuant to this Agreement.

22. **PROTECTION AREA MAPS:** Official maps which identify areas of direct fire protection responsibility for each Agency.

23. **PROTECTION BOUNDARIES:** Mutually agreed upon boundaries delineated on maps, or otherwise described, identifying areas of direct fire protection responsibility.

24. **REIMBURSABLE ASSISTANCE:** Fire suppression resources that will be paid for by the Protecting Agency per the conditions of this Agreement.

25. **REIMBURSABLE COSTS:** All costs associated with direct fireline/fire site operations and incident support ordered by or for the incident. Such costs may include but are not limited to the following:

- Costs incurred for suppression resources.-Agency costs for transportation, salary, benefits, and per diem of individuals assigned to the incident.
- Additional support dispatching, warehousing or transportation services requested through a resource order.
- Cost of equipment in support of the incident, contract equipment costs and operating costs 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.
- Cost of reasonable and prudent supplies expended in support of the incident.
- Charges from the State for State-controlled resources such as inmate crews, National Guard resources, and county and local resources.

26. **SUPPORTING AGENCY:** An Agency providing suppression or other support and resources to the Protecting Agency.

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

28. **UNIT ADMINISTRATOR:** The individual assigned administrative responsibilities for an established organizational unit, such as Forest Supervisors for the Forest Service, District Manager for the Bureau of Land Management, Area Supervisors for the State, 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.

29. **WILDLAND FIRE.** Any fire occurring on wildland except a fire under prescription.

#### **IV. GENERAL PROVISIONS**

1. **ANNUAL OPERATING PLAN.** The parties will meet annually, prior to the declaration of fire season to prepare/review an Annual Operating Plan (AOP). This AOP will include protection area maps for all parties, lists of principal personnel, dispatching procedures, identification notification, command and control, and any other items identified in this Agreement as necessary for efficient implementation. Individuals responsible for negotiating and signing the AOP will be the BLM Fire Management Officer (FMO) and the Fire Chief or as delegated by Agency Administrators and Fire Commissioners. This AOP shall become attached to and made a part of this Agreement.

2. **PROTECTING PARTY.** The PROTECTING PARTY is responsible for providing direct fire protection in a given area pursuant to this Agreement.

3. **SUPPORTING PARTY.** The SUPPORTING PARTY is responsible for providing suppression assistance or other support and resources to the PROTECTING PARTY.

4. **JURISDICTIONAL PARTY.** The JURISDICTIONAL PARTY has the overall land and resource management and/or protection responsibility as provided by law.

5. **RECIPROCAL FIRE PROTECTION.** As deemed appropriate, the parties will establish reciprocal initial attack areas for lands of intermingled or adjoining protection responsibilities. Within

such areas a SUPPORTING party will, upon request or voluntarily, take initial attack action in support of the PROTECTING party. The PROTECTING party will not be required to reimburse the SUPPORTING party for initial attack actions. It shall be the responsibility of the PROTECTING party to release SUPPORTING party resources in a timely manner to ensure that SUPPORTING party resources are not needlessly detained. If appropriate and deemed necessary by the PROTECTING IC, a time limitation as to the number of hours spent on any wildfire incident by the SUPPORTING party may be negotiated. Any time limitations shall be identified and agreed to by all participating parties and shall be specified in the Annual Operating Plan.

6. REQUESTED ASSISTANCE. Outside reciprocal initial attack areas, when requested by the PROTECTING party, the SUPPORTING party may, within their capability, provide initial action or other support on wildland fires. If reimbursement for this action is required an agreement with the Idaho Department of Lands will be needed. Agreement sign up, mobilization process and requests for the fire department assistance on Federal lands outside the protection area referenced by this agreement fall under the Idaho Department of Lands standards of “Fire Service Organization Rate Book.”

7. INDEPENDENT ACTION. Except as otherwise described in the AOP, any party on its own initiative and without reimbursement may go upon lands protected by another party to suppress wildfires, if the fire is a threat to property within that party's protection responsibility. In such instances, the party taking action will promptly notify the PROTECTING PARTY.

If either party takes action on a fire independently, the SUPPORTING party will furnish the PROTECTING party a preliminary report (oral) within 24 hours of the action taken and a written incident report with 10 days. Incident report items shall be agreed upon and included within the Annual Operating Plan.

8. NOTIFICATIONS. Each party will promptly notify the PROTECTING party of fires burning on or threatening lands for which that party has protection responsibility. When taking action, the SUPPORTING party will, as soon as possible, notify the PROTECTING party in accordance with the AOP; detailing what equipment and personnel have been dispatched to the incident location.

9. BOUNDARY LINE FIRES. Boundary line fires will be the initial attack responsibility of the PROTECTING PARTY(S) on either side of the boundary. Neither party will assume the other is aware of the fire, or is taking action. The officer-in-charge who arrives first at the fire will act as Incident Commander. When both parties have arrived it will be mutually agreed to the designation of the Incident Commander.

10. COST SHARING. On multi-jurisdictional incidents and incidents which threaten or burn across direct protection boundaries, the parties will jointly develop a written cost share agreement which describes a fair distribution of financial responsibilities. The parties agree that all reasonable and necessary costs incurred to meet the protection responsibilities within each Party's direct protection area will be the responsibility of that party

11. REQUESTED ASSISTANCE PAYMENT PROCESSING. As specified in the Idaho Department of Lands “Fire Service Organization Rate Book”, the Fire Department must submit a

statement of fire cost to the nearest IDL office to include: a copy of the Emergency Rental Agreement, Emergency Firefighter time reports, I-9's, completed Equipment Daily Shift Tickets, and Equipment use Invoices with requesting agency resource order and request number. The department must insure that an initial resource order and request number is initiated upon determination that the Agency has formally requested assistance over and above mutual aid.

12. COMMUNICATION SYSTEMS. The Parties agree to share the use of communication systems, radios and radio frequencies for the execution of this Agreement. Sharing of frequencies must be approved only by authorized personnel for each Party and documented in the AOP.

13. DETERMINATION OF CAUSE AND PRESERVATION OF EVIDENCE. Parties will attempt to protect point of origin of the fire and evidence pertaining to the fire cause.

14. TRAINING. Each party will advise the other of applicable cross training opportunities for personnel.

15. FIRE PREVENTION. Parties agree to share responsibilities and materials for fire prevention activities. Materials may include posters for display in public buildings, businesses and the like. Parties will share responsibility for fire prevention and rural fire safety presentations and demonstrations.

16. FIRE RESTRICTIONS AND CLOSURES. Parties will coordinate restrictions and closures as per the Southern Idaho Fire Restrictions and Procedures Guide.

17. PRESCRIBED FIRE AND FUELS MANAGEMENT. The JURISDICTIONAL party will inform all parties of prescribed fires it is managing. A separate agreement will be negotiated if cooperator's resources are required for prescribed fire and fuels management activities.

18. EMPLOYMENT POLICY. 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 incident location, and shall not be entitled to compensation or other benefits of any kind other than specifically provided by the terms of their employment.

19. LIABILITIES AND WAIVERS: Each party waives all claims against each other for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this agreement unless gross negligence on any part of any party is determined.

20. CLAIMS. Claims for damage will be processed as determined by applicable Federal law. Fire Department employees acting under the terms of this Agreement are not considered Federal employees and are not covered under the Federal Tort Claims Act.

21. EXAMINATION OF RECORDS. Each party shall give the other, or their authorized representative, access to, and the right to examine all records, books, papers and documents related to this Agreement.

22. CIVIL RIGHTS. The parties shall comply with all State and Federal statutes relating to nondiscrimination.

23. NATIONAL INTERAGENCY INCIDENT MANAGEMENT SYSTEM. The parties to this Agreement will operate under the concepts defined in the National Interagency Incident Management System (NIIMS) including: Incident Command system (ICS), qualifications system, training system, the management of publications, and participate in the review, exchange, and transfer of technology as appropriate for providing qualified resources, and for the management of incidents covered by this Agreement.

24. EQUIPMENT. Equipment owned and used by either party to suppress fires in lands for which the other is responsible shall normally be operated, serviced, and repaired by the owning agency. Exceptions to this practice, where needed, shall be agreed to in writing by both parties in advance.

25. AIRCRAFT AND PILOTS. All aircraft and pilots used shall be certified by a qualified Forest Service or United States Department of Interior Office of Aviation Services.

26. FEDERAL EMPLOYMENT COMPENSATION ACT. Any service performed hereunder by any officer or employee of the United States or any member of any Armed Forces of the United States shall constitute service rendered in the line of duty in such office, employment, or force. The performance of such service by any other individual shall not constitute such individual an officer or employee of the United States for the purposes of the Federal Employment Compensation Act, as amended.

27. NONDISCRIMINATION. The parties shall comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive orders, regulations, and policies. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, 2000e-16), which prohibits discrimination on the basis of race, color, disability, 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; and Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794) which prohibits discrimination on the basis of disabilities.

28. INCIDENT COMMANDER. When a wildfire is burning on or near lands of both parties, the officer-in-charge who arrives first will act as Incident Commander. When both parties have arrived, the officers-in-charge for each party will mutually agree to the designation of a fully qualified Incident Commander.

29. TAXPAYER IDENTIFICATION NUMBER. The Fire Department shall furnish their tax identification number upon execution of this instrument.

30. FREEDOM OF INFORMATION ACT (FOIA). Any information under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).

31. MODIFICATION. Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.

32. LEGAL AUTHORITY. The Fire Department has the legal authority to enter into this instrument, and the institutional, managerial and financial capability to ensure proper planning, management, and completion of the project.

33. TERMINATION. Any of the parties, in writing, may terminate the instrument in whole, or in part, by providing 30 days written notice to the other party.

34. COMMENCEMENT/EXPIRATION DATE. This instrument is executed as of the date of last signature and is effective for five years from that date at which time it will expire unless renewed.

35. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

BLM Contact	Fire Department Contact
Andy Delmas	
Fire Management Officer	
3948 Development	
Boise, ID 83705	
Phone (208) 384-3401	Phone:
FAX: (208) 384-3405	FAX:
E-Mail: Andy_Delmas@blm.gov	E-Mail

BLM Administrative Contact	Fire Operations Contact	
Len Spain	Todd Floyd	

