

**MEMORANDUM OF UNDERSTANDING
BETWEEN
IDAHO DEPARTMENT OF LANDS
AND
IDAHO STATE FIRE MARSHAL**

WHEREAS, this Memorandum of Understanding (MOU) is entered into by and between the state of Idaho Fire Marshal, hereinafter referred to as "IDSFM", and the state of Idaho Department of Lands, hereinafter referred to as "IDL", under the provisions of Idaho Code 58-115 which authorizes IDL to cooperate with other state agencies in the employment of services and the use of equipment, and Idaho Code Title 67, Chapter 58, which authorizes the training of state agency personnel and the use of state agency equipment and personnel in the prevention and suppression of natural resource disasters.

WHEREAS, it is to the mutual benefit of the State and its agencies to assist and cooperate in a program of cooperative efforts in such ways as will contribute to the public welfare and protection of state natural resources;

WHEREAS, it is the intent of IDSFM to provide needed support to IDL with personnel and/or equipment for wildfire incidents. Said support shall be for those IDSFM personnel working within the scope of their regular employment and normal job duties, and for employees with Incident Command System (ICS) wildland fire qualifications who hold a current Red Card issued by the IDL.

WHEREAS, the Idaho State Fire Marshal, pursuant to Idaho Code 41-257 is the chief arson investigation officer in the state and shall have the same responsibility and power in arson investigation as a county sheriff. Said investigations shall include the determination of fire origin and cause.

WHEREAS, pursuant to cooperative agreements with federal land management agencies, IDL is the point-of-hire for all State and local government entities who may dispatch employees and equipment to wildland fires on lands outside such entities' jurisdictional responsibility.

NOW, THEREFORE, in consideration of these premises, the parties hereto agree as follows:

A. The IDSFM agrees to:

1. Provide IDSFM personnel and vehicles/equipment, when available, to support wildland fire investigations or assistance and with all hazard incidents, when available.
2. Personnel shall be responsible for travel to/from incidents, including meals, lodging, etc. unless otherwise agreed upon prior to mobilization.
3. Vehicles/Equipment may be required to be inspected by IDL or other Incident Management Team (IMT) members prior to mobilization or upon arrival to an incident. Inspection locations shall be determined and communicated to IDSFM at time of request.

B. The IDL agrees to:

1. IDL shall furnish IDSFM personnel Personal Protective Equipment (PPE), specifically Nomex shirt and pants, when necessary, for assistance on incidents. PPE may also be obtained from the Supply Unit on large incidents. IDSFM personnel receiving PPE are responsible for the return of said PPE to the issuing unit.

C. It is Mutually agreed:

1. This MOU shall remain in effect for five (5) years beginning October 1, 2016. The MOU may be cancelled by giving thirty (30) days written notice by either party.
2. This MOU is made in the state of Idaho, and Idaho law shall govern all aspects of this MOU.
3. IDFSM shall designate the State Fire Marshal as the MOU administrator.
4. IDL's MOU administrator is the Chief, Bureau of Fire Management.
5. Agencies participating in this MOU, and operating pursuant to this MOU, understand that IDFSM and IDL personnel shall remain employees of their respective agencies.
6. Meals are typically provided at the incident. Costs for meals while in travel status to and from an incident are based upon agency policy and the Idaho Board of Examiners Travel Policy or General Services Administration (GSA) rates.
7. A camping area for tents is designated for personnel assigned to an incident. Tents may be obtained through IDL or at the Supply Unit at the fire if there is one established at the incident.

D. Billing

There shall be no exchange of funds related to this agreement.

E. AMENDMENTS

This MOU shall be reviewed annually and may be extended or modified upon written agreement of the agencies. However, no amendment or modification of this MOU shall be effective unless it is in writing signed by both agencies.

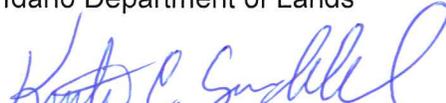
IN WITNESS THEREOF, the parties have executed this MOU as of the last due date written below:



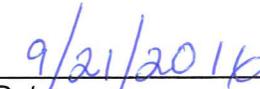
J.T. Wensman, Chief
Bureau of Fire Management
Idaho Department of Lands



Date:



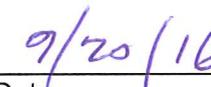
Knute C. Sandahl
Idaho State Fire Marshal



Date:



Dean L. Cameron, Director
Idaho Department of Insurance



Date:

Agency Contacts:

Knute Sandahl, Idaho State Fire Marshal
Department of Insurance
P.O. Box 83720
Boise, ID 83720-0043
P: 208-334-4377
C: 208-921-7838

Wendy Walter, Fire Business Program Manager
Idaho Department of Lands
3284 W. Industrial Loop
Coeur d'Alene, ID 83815-6021
P: 208-666-8648
C: 208-755-2924