

**MEMORANDUM OF UNDERSTANDING
BETWEEN
IDAHO DEPARTMENT OF LANDS
AND
IDAHO DEPARTMENT OF FISH AND GAME**

This Memorandum of Understanding (MOU) is entered into by and between the state of Idaho Department of Fish and Game, hereinafter referred to as "IDFG", and the state of Idaho Department of Lands, hereinafter referred to as "IDL".

WHEREAS, the statutory authority underlying this MOU includes Idaho Code section 58-115 which authorizes IDL to cooperate with other state agencies in the employment of services and the use of equipment; Idaho Code Title 38, Chapter 1, which authorized IDL to enter into agreements for the provision of forest fire and range fire (collectively "wildfire") suppression services; 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, IDFG is a state of Idaho agency with authority including the authority listed in Title 36, Idaho Code.

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 natural resources within the state;

WHEREAS, it is the intent of IDFG to support IDL with personnel and equipment for wildfire incidents within Idaho;

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 personnel 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 IDFG agrees, as follows:

1. IDFG will provide qualified IDFG personnel in capacities as Resource Advisors and Public Safety Officers, vehicles, and equipment when and where available to support wildland fire suppression incidents within the state of Idaho.
2. IDFG personnel performing Public Safety and fire security duties must be a commissioned peace officer, but a current red card is not necessary.
3. IDFG personnel performing Resource Advisor duties must possess a current red card when providing professional knowledge and expertise toward the protection of natural resources on a wildland fire incident.
4. IDFG personnel must wear Personal Protective Equipment (PPE), including Nomex pants and shirts, gloves, boots, etc. as required when working near the fire line.
5. IDFG personnel must be self-sufficient for travel to and from incidents, including providing for their own meals, lodging, etc. unless otherwise agreed upon prior to or at the time of mobilization.

6. IDFG vehicles and equipment may receive a pre-use inspection upon arrival to an incident.
7. IDFG employees will record personnel time worked on Crew Time Reports (CTR), SF-261, or its equivalent. Time worked shall be completed and approved daily while at the incident.
8. IDFG personnel will record vehicle and equipment mileage or hours, daily, on Emergency Equipment Shift Tickets, OF-297, or vehicle and equipment use records in accordance with IDFG policy and as appropriate based upon IDFG rates. Vehicle and equipment use documentation will not be provided to the incident command but will be required for the billing packet.
9. Upon release from the incident a post-use inspection may be required for vehicles and equipment.
10. Claims for damages to IDFG vehicles or equipment at the incident shall be documented on a Property Loss or Damage Report, OF-289, provided by the incident command. Claims must be approved by the incident command. Approved costs for damages will be billed to the incident through the billing process through IDL, as outlined herein. All claims are subject to review in accordance with state policy and procedures, as identified in C.6, below.
11. At the time of release from an incident, the IMT Finance or host agency will provide the IDFG with all payment documents, including the original Emergency Firefighter Time Report, OF-288, or the original CTR, SF-261, if an OF-288 was not created at the incident.

B. The IDL agrees, as follows:

1. IDL will provide IDFG personnel with training necessary to perform their duties on an incident with safety as the top priority.
2. IDL will provide IDFG personnel with training to prepare required reporting forms and invoicing documentation specified in this MOU necessary for interagency billing and reimbursement.
3. IDL will track training and experience records for IDFG personnel and issue appropriate qualification red cards annually to IDFG personnel.
4. IDL will provide required PPE from the Coeur d'Alene Fire Cache (CDK) to IDFG personnel. Footwear are not standard issue nor available from CDK and will not be provided by IDL.

C. It is Mutually agreed, as follows:

1. This MOU shall become effective upon the signature of the IDL designee and the IDFG designee.
2. This MOU shall remain in effect for five years from the date of the last signature, unless formally cancelled by either party by providing thirty (30) days written notice.
3. Amendments to this MOU shall become effective upon mutual written agreement and written approval by the IDL designee and the IDFG designee.
4. This MOU is made in the state of Idaho and Idaho law shall govern all aspects of this MOU.

5. IDL and IDFG are both government entities and this MOU shall in no way or manner be construed so as to bind or obligate either party beyond the term of any particular appropriation of funds by Idaho's Legislature or grant of funds by the federal government as may exist from time to time.
6. IDL and IDFG shall be responsible only for the acts, omissions or negligence of such agency's own employees. The term "employee" is defined for the purposes of this section as set forth in Idaho Code section 6-902. The parties acknowledge that both IDL and IDFG participate in the state of Idaho Risk Management Program comprehensive liability plan utilizing the Retained Risk Account ("Risk Program"). Each of the parties is obligated to notify the Division of Risk Management and the other agency upon receipt of notice or in the event it has knowledge of any claim or damage arising out of this MOU.

Nothing in this MOU shall extend the tort responsibility or liability of either IDL or IDFG beyond that required by the Idaho Tort Claims Act, Idaho Code section 6-901 et seq. Any covered third party tort liability claim, suit or loss arising from this MOU shall be allocated to one or both agencies by the Division of Risk Management for purposes of the respective loss experiences and subsequent allocation of self-insurance assessments.

Each party shall be responsible for damage to property of the other party caused by its employees in the performance of the MOU, to the extent funds are legally available, therefore. If property damage arises in the performance of this MOU and is covered by the Risk Program, the Division of Risk Management shall charge the damage or loss to the responsible agency's loss history, and the responsible agency shall pay the deductible, if any.

If a claim or damage is not covered by the Risk Program, the responsible agency shall pay the costs arising from such claim or damage to the extent funds are legally available therefore. If a claim or damage arises from both agencies' performance of this MOU, or is not allocable to either agency, each agency shall pay the costs to such agency arising from the claim or damage.

7. IDFG shall designate the Administrative Bureau Chief as the MOU administrator.
8. IDL shall designate the Chief, Bureau of Fire Management as the MOU administrator.
9. Agencies participating in this MOU and operating pursuant to this MOU, understand that IDFG and IDL personnel shall remain employees of their respective agencies.
10. 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.
11. A camping area for tents may be designated for personnel assigned to an incident. Tents may be obtained through IDL or at the Supply Unit at the incident if there is one established. Use of hotels while assigned to an incident must be authorized by the incident command in writing.

D. IDFG Fire Suppression Billing to IDL will occur, as follows:

1. IDFG shall provide to IDL an itemized invoice or Interagency Billing Input Form along with supporting documentation, including a copy of the Resource Order (RO); original Emergency Firefighter Time Reports, OF-288, or the original CTRs, SF-261; Emergency Equipment Shift Tickets, OF-294, or its equivalent; copy of published rates and/or policy for vehicle/equipment costs being reimbursed; receipts for all other reimbursable costs; and an IBIS payroll report for personnel time being billed.

2. IDL will reimburse IDFG for all actual personnel costs (including overtime hours worked, as allowable, and benefits) while working under this MOU.
3. Reimbursement for IDFG vehicles and equipment shall be in accordance with IDFG policy and in accordance with their fleet rate schedule provided with the billing packet.
4. All invoices, including supporting documentation, shall be submitted to the IDL billing contact listed herein within sixty (60) days upon release from the incident. If additional time is needed by IDFG, IDL may allow that additional time, in writing, without modification of this MOU.

IDL Administrative Contacts:

Josh Harvey, Chief
Bureau of Fire Management
Phone: 208-666-8650
jharvey@idl.idaho.gov

Billing Payment Contact:

Fire Business Program Manager
3284 West Industrial Loop
Coeur d'Alene, ID 83815-6021
Phone: 208-666-8648
Fax: 208-769-1524
firebusiness@idl.idaho.gov

IDFG Administrative Contacts:

Michael Pearson
Administrative Bureau Chief
Phone: 208-287-2800
michael.pearson@idfg.idaho.gov

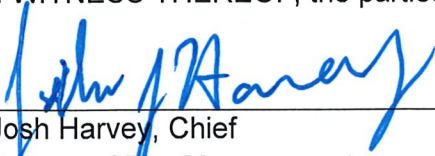
Billing Payment Contact:

Susan Smith, Financial Specialist-Senior
Phone: 208-287-2803
Fax: 208-334-2148
susan.smith@ifg.idaho.gov

E. AMENDMENTS

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

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



Josh Harvey, Chief
Bureau of Fire Management
Idaho Department of Lands

Date: 1/25/21

Michael Pearson
Administrative Bureau Chief
Idaho Department of Fish and Game

Date: _____